

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300
Sacramento, CA 95825

www.chrb.ca.gov

(916) 263-6000

information@chrb.ca.gov



REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, June 29, 2023**, 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) under "Webcasts."

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

AGENDA

Action Items:

1. **Approval of the minutes of May 18, 2023.**
2. Discussion and action by the Board on the **application for license to conduct a horse racing meeting of the Pacific Racing Association (II) at Golden Gate Fields**, commencing August 23, 2023, and continuing through October 3, 2023.
3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the California Exposition and State Fair**, Commencing July 12, 2023, through August 1, 2023.
4. Discussion and action by the Board on the **application for license to conduct a horse racing meeting of the Humboldt County Fair at Ferndale**, commencing August 16, 2023, and continuing through August 29, 2023.
5. Discussion and action by the Board on the **application for license to conduct a horse racing meeting of the Sonoma County Fair at Santa Rosa**, commencing August 2, 2023, and continuing through August 15, 2023.
6. 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 Sonoma Fair at Santa Rosa for the period August 2, 2023, through August 15, 2023**, to be utilized to fund a California co-op marketing program as permitted under Business & Professions Code section 19604(f)(5)(E).
7. Discussion and action by the Board on the **approval of the fiscal year 2023-24 agreement providing funding for CHRB Board support.**

8. 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 Sales.
9. Discussion and action by the Board on the renewal **application for license to operate a minisatellite wagering facility at Chilfruits, Inc. DBA Tilted Kilt** in Thousand Oaks.
10. Discussion and action by the Board regarding **CTBA Sale Company's request for authorization of its upcoming horse sale** at the Alameda County Fairground in Pleasanton, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.
11. Discussion and action by the Board regarding the **proposed amendments and public comment received for CHRB Rule 1846.5, Postmortem Examination, and Rule 1846.6, Postmortem Examination Review**. (Note: This concludes the 45-day public comment period. The Board may adopt the proposal as presented).
12. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
13. **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.
14. **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).
15. **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. This notice is located on the CHRB website at 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 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
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

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SACRAMENTO, CA 95825

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**PENDING ADMINISTRATIVE ADJUDICATIONS**
JUNE 2023

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 Fitness Hearing**
Owner Applicant, Vichien Chattong
Case Number: 23LA0006
- B. Proposed Decision of Fitness Hearing**
Groomer Applicant, Jaziel Salinas
Case Number: 23GG0023
- C. Proposed Decision of Fitness Hearing**
Security Guard Applicant, Eric Cry
Case Number: 23GG0008
- D. Proposed Decision of Medication Violation**
Trainer Santos Perez
Case Number: 23LA0020
- E. Proposed Decision of Jockey Appeal**
Trainer Eoin Harty
Case Number: SAC 23-0006

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PENDING LITIGATION
JUNE 2023

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 (Et. al)**
Superior Court of California, County of Los Angeles
- D. Saldana v. California Horse Racing Board**
U.S. District Court, Southern District of California
- E. Jamgotchian v. California Horse Racing Board**
U.S. District Court, Central District of California
- F. Jamgotchian v. Lewis et al.**
Superior Court of California, County of Alameda

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**REGULAR BOARD MEETING MINUTES****Date and Time:** May 18, 2023 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
Demascus Castellanos, Member
Brenda Washington Davis, Member
Dennis Alfieri, Member**Staff Members Present:** Scott Chaney, Executive Director
Cynthia Alameda, Deputy Executive Director
Robert Brodnik, General Counsel
Amanda Brown, Staff Counsel**1. APPROVAL OF THE MINUTES OF APRIL 20, 2023.****Motion:** Approve.**Motioned/Seconded:** Castellanos/Washington Davis**Roll call vote:** **Aye:** Castellanos, Gonzales, Washington Davis, Ferraro. **Nay:** None.**Motion carried.**

Page 3 in the Board transcript.

2. 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 JULY 12, 2023, THROUGH SEPTEMBER 12, 2023.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Alfieri.**Roll call vote:** **Aye:** Washington Davis, Castellanos, Alfieri, Gonzales, Ferraro. **Nay:** None.**Motion carried.**

Pages 4–12 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE ALAMEDA COUNTY FAIR AT PLEASANTON, COMMENCING JUNE 14, 2023, AND CONTINUING THROUGH JULY 11, 2023, INCLUSIVE.

Proceedings of the Regular Meeting of May 18, 2023

Motion: Approve.

Motioned/Seconded: Castellanos/ Washington Davis

Roll call vote: **Aye:** Washington Davis, Castellanos, Alfieri, Gonzales, Ferraro. **Nay:** None.

Motion carried.

Pages 12–17 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES COUNTY FAIR AT LOS ALAMITOS**, COMMENCING JUNE 21, 2023, AND CONTINUING THROUGH JULY 11, 2023, INCLUSIVE .

Motion: Approve.

Motioned/Seconded: Washington Davis/Castellanos

Roll call vote: **Aye:** Gonzales, Alfieri, Castellanos, Washington Davis, Ferraro. **Nay:** None.

Motion carried.

Pages 17—19 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **PROPOSED AMENDMENT OF CHRB RULE 1875, FIREARMS**, TO PROHIBIT THE POSSESSION OF WEAPONS AND AMMUNITION WITHIN A CHRB INCLOSURE.

Motion: Approve.

Motioned/Seconded: Castellanos/Ferraro

Roll call vote: **Aye:** Washington Davis, Gonzales, Alfieri, Castellanos, Ferraro. **Nay:** one.

Motion carried.

Pages 19–23 in the Board transcript.

6. 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 CALIFORNIA AUTHORITY OF RACING FAIRS FOR THE PERIOD JUNE 14, 2023, THROUGH OCTOBER 17, 2023, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS AND PROFESSIONS CODE SECTION 19604(F)(5)(E).

Motion: Approve.

Motioned/Seconded: Castellanos/Alfieri.

Roll call vote: **Aye:** Washington Davis, Gonzales, Castellanos, Alfieri, Ferraro. **Nay:** None.

Motion carried.

Pages 23–24 in the Board transcript.

7. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 25–27 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Proceedings of the Regular Meeting of May 18, 2023

Pages 27–29 in the Board transcript.

8. PUBLIC COMMENT.

Page 29 in the Board transcript.

MEETING ADJOURNED AT 10:39 A.M.

Proceedings of the Regular Meeting of May 18, 2023

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

Agenda Item 2

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE
TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING
ASSOCIATION II AT GOLDEN GATE FIELDS, COMMENCING AUGUST 23, 2023,
AND CONTINUING THROUGH OCTOBER 3, 2023

Regular Board Meeting
June 29, 2023

Application: Pacific Racing Association II (PRA II) at Golden Gate Fields

Breeds: Thoroughbred

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

AUGUST 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		

SEPTEMBER 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

OCTOBER 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Auxiliary stabling not needed.	Rule 1420(q)

Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Auxiliary stabling not needed.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Fire clearance valid through 12/21/2023. Received letter requesting 45-day exemption to Rule 1927 on 6/2/23.	Rule 1927
Backstretch Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Inspection scheduled for 06/30/23.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Inspection received 6/12/23.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received letter adopting CHRB Inclement Weather Policy on 5/22/23.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Marsh Canada Limited – expires 06/30/23	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Received partial Thoroughbred Owners of California – agreement on 6/16/23 purse agreement pending in litigation Received California Thoroughbred Trainers Association agreement on 6/7/23.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	PRA II requests approval to use an alternative definition of “unique” to govern the Pick 6 payout. See letter dated 5/22/23. See pages - ; letter regarding “unique” definition is on pages 30-31.	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 37-48.	BPC 19481.3

Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages - 0.	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 24-27.	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

RECOMMENDATION: Staff recommends approval. The application meets requirements for licensure.



June 8, 2023

Ms. Yannet Garcia
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Ms. Garcia,

As of today, the following are the items that you list as outstanding, with respect to Pacific Racing Association II's ("PRA") 2023 Summer 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 June Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.
2. Certificate of Insurance for worker's compensation coverage The certificate on file expires June 30, 2023. We typically get a renewal certificate only a few days before the prior coverage expires. We will forward you the new certificate upon receipt.
3. The updated surety bond in the amount of \$100,000.00 The current bond on file expires on August 17, 2023. Like the workers' compensation certificate, this is renewal is typically sent to us only a few days (sometime a couple of weeks) before the prior coverage expires. We will forward you the new certificate upon receipt.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Eric Sindler".

Eric Sindler



May 08, 2023

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 II 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



May 08, 2023

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

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 II
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.

- 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: August 23, 2023 - October 3, 2023

- B. Actual dates racing will be held: August 26-28, September 2-4; 9-11; 16-18; 23-25 and 30-October 2nd

- C. Total number of days or nights of racing: 18

- D. Days or nights of the week races will be held:

CHRB CERTIFICATION

Application received: 05/22/2023
Deposit received: Yes
Reviewed: YG

Hearing date: 06/29/2023
Approved date:
License number:

Wednesday – Sunday ☐Tuesday – Saturday ☐Other (specify) ☒

E. Number of days or nights of racing per week: 3 days per week, Saturday- Monday

3. RACING PROGRAM

A. Total number of races: 146-197

B. Number of races for each day or night: 7-9 on weekdays; 8-11 on Weekends/Holidays

C. Total number of stakes races: 2

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).
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.

1st 1:45 p.m.

2nd 2:15 p.m.

3rd 2:45 p.m.

4th 3:15 p.m.

5th 3:45 p.m.

6th 4:15 p.m.

7th 4:45 p.m.

8th 5:15 p.m.

9th 5:45 p.m.

10th when applicable 6:15 p.m.

11th when applicable 6:45 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).

GGF STAKES SUMMER 2023-2022-2021

PRA II/GGF SUMMER 2023

August 26- October 02, 2023

STAKES SCHEDULE

SAM SPEAR MEMORIAL

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 1 1/16 Miles (Turf)

Monday, September 04, 2023

GOLDEN GATE FIELDS TURF DISTAFF

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)

Saturday, September 16, 2023

PRA II/GGF SUMMER 2022

August 26- October 02, 2022

STAKES SCHEDULE

SAM SPEAR MEMORIAL

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 1 1/16 Miles (Turf)

Monday, September 05, 2022

GOLDEN GATE FIELDS TURF DISTAFF

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)

Saturday, September 17, 2022

PRA II/GGF SUMMER 2021

August 25- October 05, 2021

STAKES SCHEDULE

ROLLING GREEN

Overnight Stakes

\$50,000 Added (plus up to \$15,000 to Cal-Breds)

3 yo & up - 1 1/16 Miles (Turf)

Monday, September 06, 2021

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: Pacific Racing Association II
2. State where incorporated: California
3. Registry or file number for the corporation: 3481225
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/Director), 0 Shares
Greg Harnish, Secretary (Officer), 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: N/A
11. State where incorporated: N/A
12. Registry or file number for the corporation: N/A
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: N/A
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: N/A
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: N/A

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.
 - 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, 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

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

May 08, 2023

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 II (PRA II), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA II Summer race meet, August 23 through October 3, 2023, 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 PRAII's license application in Section 5A.

Please feel free to contact me with any questions or concerns.

Sincerely,

DocuSigned by:

David Duggan

RD96B155E7C1457...

David Duggan

Vice President & General Manager



May 10, 2023

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

RE: 2023 Golden Gate Fields – 2023 Summer Race Meet Wager Approvals

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning August 23, 2023 through October 3, 2023.

- **\$2 Rolling Doubles** wagers subject to a 20% takeout
- **Players Pick-5** (50¢ minimum wager) on the first five (5) races of the day subject to a 14% takeout

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

Jordyn Egan
Executive Director

cc: Eric Sindler
Cynthia Seidl

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: WILLIAM A. NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

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
2022 (02/26-10/02)	\$ 4,703,216.47	12,039 (19 live race dates)
2021(08/27-10/03	\$ 5,394.00.00	10,926 (19 Live Race Dates)
2020 (08/13-10/18)	\$ 8,172,477.00	No Fans (37 live race days)
2019 (08/15-09/29)	\$ 7,683,445.12	42,972 (28 live race days)
2018 (08/23-09/30)	\$ 5,167,568.00	41,235 (24 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: 3,186,000

Prior meet actual: 3,344,260

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

Current meet estimate: 177,000

Prior meet actual: 176,014

2. Overnight stakes:

Current meet estimate: 100,000

Prior meet actual: 100,000

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

Current meet estimate: 5,556

Prior meet actual: 5,263

3. Non-overnight stakes:

Current meet estimate: 0

Prior meet actual: 0

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

Current meet estimate: 0

Prior meet actual: 0

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

Current meet estimate: 3,286,000

Prior meet actual: 3,444,260

- 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: 0

Prior meet actual: 0

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

Current meet estimate: 0

Prior meet actual: 0

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

Current meet estimate: 234,358

Prior meet actual: 244,928

- 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): 3,197 3,216

TOC: 26,966 28,464

CTT (Admin): 26,966 28,464

CTT Pension: 13,483 14,232

Click or tap here to enter text. Click or tap here to enter text.

Total: 70,612 Total: 74,376

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

Current meet estimate: 3,590,970

Prior meet actual: 3,763,564

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

Current meet estimate: 199,498

Prior meet actual: 198,082

- 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: 2,167,050

Prior meet actual: 2,242,590

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

Current meet estimate: 120,392

Prior meet actual: 118,031

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

Current meet estimate: 825,386

Prior meet actual: 854,158

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

Current meet estimate: 45,855
 Prior meet actual: 44,956

- 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: craigmiller@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 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).

	TYPE OF WAGERS	APPLICABLE RULES
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, October 2, 2023 for the period of August 26, 2023 through October 2, 2023. 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

***PRA /PRA II/GOLDEN GATE FIELDS
EQUINE EMERGENCY SERVICES***

**Attachment to PRA/Golden Gate Fields License Application
Section 9A (1)**

A.	<u>VETERINARIAN</u>	<u>EMERGENCY CONTACT #</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>GOLDEN GATE FIELDS VETERINARIAN SCHEDULE</u>
	Mondays: Morning Training - Dr.Karen Hassan
	Tuesdays: DARK
	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.



GOLDEN GATE FIELDS

May 22, 2023

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 II's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of August 23, 2023 through October 3, 2023 (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

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) ¹ ; ARCI 004-105(G)(16)(b)(i) ²	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).

¹ 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.

² Only if the request made in the letter dated May 22, 2023 is denied.

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%

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 & Watchandwager.com
- 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. [Click or tap here to enter text.](#)

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



June 7, 2023

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Golden Gate Fields 2023 Summer 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 and wagering platform FanDuel Racing (collectively TVG), XpressBet and wagering platform 1/ST BET (collectively Xpressbet), TwinSpires, NYRAbets and wagering platform Caesars Racebook (collectively NYRAbets), BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the **2023 Summer race meeting, August 30, 2023 through October 3, 2023**, as follows:

1. California wagering on PRA races:

- a. TVG, XpressBet, TwinSpires, NYRAbets 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.

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

PRESIDENT & CEO: BILL NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
DIRECTOR OF RESEARCH & ANALYTICS: JOE HASSON
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

- d. TVG, XpressBet, TwinSpires, NYRAbets, 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, TwinSpires, and NYRAbets 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, TwinSpires, NYRAbets, 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, TwinSpires, and NYRAbets 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.
- c. ADW shall submit to CHRIMS with respect to all wagers, wherever placed, a TAW for all wagers placed during the preceding day. Such TAW file shall include the postal codes for all wagers facilitated by ADW for California residents, and either the postal codes or state codes for wagers facilitated by ADW for non-California residents. For ADW's with more than one Wagering Platform, wagers for each shall be uniquely identified through the TAW file or a separate Customer Code registered with the TRA.

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, TwinSpires, NYRAbets, Watch and Wager, and BetAmerica.

Very truly yours,

A handwritten signature in cursive script that reads "Jordyn Egan".

Jordyn Egan
Executive Director

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
- 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
Attached	Click or tap here to enter text.	Click or tap here to enter text.

- 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	Full Card

Section 12C
Southern California Satellite Locations

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 **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 **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 **Pechanga Resort and Casino**
Address 45000 Pechanga Pkwy
City Temecula, CA 92592

Location **National Orange Show-Sports Show**
Address 930 South Arrowhead Avenue
City San Bernardino, CA 92408

Section 12F
Southern California Mini-Satellite Locations

Location **Bakersfield-Firehouse**
Address 7701 White Lane
City Bakersfield, CA 93307

Location **Sammy's Original**
Address 23221 Lake Center Drive
City Lake Forest, CA 92630

Location **Commerce Casino Racebook**
Address 6131 East Telegraph Road
City Commerce, CA 90040

Location **Santa Clarita**
Address 21615 W. Soledad Canyon Road
City Saugus, CA 91350

Location **The Derby Room at Glen Arden Club**
Address 357 Arden Avenue
City Glendale, CA 91203

Location **Thousand Oaks -Tilted Kilt**
Address 1345 E. Thousand Oaks Blvd.
City Thousand Oaks, CA 91360

Location **Lake Elsinore Hotel & Casino**
Address 20930 Malaga Road
City Lake Elsinore, CA 92530

Location **The Derby Room**
Address 3230 Hamner Avenue
City Norco, CA 92860

Location **OC Tavern Sports Bar and Grill**
Address 2369 S. El Camino Real
City San Clemente, CA 92672

Santa Anita**Exhibit 12.D/E****Commingled Locations**

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarlet Pearl Casino (MS)
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scioto Downs
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Seabrook Greyhound
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Southland Greyhound
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	State Fair (Lincoln, NE)
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes	Monmouth Park (NJ)	Suffolk District OTB
Batavia	Finger Lakes ADW	Montana OTB	Suffolk Downs
Belterra Park	Fonner Park	Monticello	Sunland Park
BetAmerica	Freehold (NJ)	Mountaineer Park	SunRay Park & Casino
Beau Rivage Casino (MS)	Gillespie County Fair	Nassau Regional OTB	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Taunton ADW
Borgata Casino (NJ)	Global Wagering Solutions	Newport Jai Alai	Taunton Dog Track Inc.
Buffalo Raceway	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	The Downs at Albuquerque
Canterbury Park	Racebets, Sportech Netherlands,	New Palace Casino (MS)	Thistledown
Capital District OTB	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Tioga Downs
Catskills OTB	Bet365, Ladbrokes Coral, UK Tote	Cedar Downs OTB	Tri-State GH (Mardi Gras)
Charles Town Race Course	4 Racing/Gold Coast (South Africa)	Northville Downs	Turf del Norte (Mexico)
Churchill Downs	Gold Strike Casino (MS)	NYRA	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Grants Pass (& Oregon OTB's)	NYRA ADW	Turf Paradise
Columbus Raceway	Greenetrack	Oaklawn Park	Turfway Park
Connecticut OTB	Greyhound at Post Falls	Oaklawn Park ADW	TVG
Bradley Teletheater, Bristol	Gulfstream Park	Ocean Downs	TVG High Volume
New Britain, Norwalk, Milford	Harrah's Philadelphia (Chester)	Panama	Twin River Greyhound
East Haven, Hartford, Putnam	Harrington Raceway	PariBet ADW	TwinSpires
Shoreline Star, Sports Haven	HarringtonBets ADW (DE regional)	PariBet OTB (North Dakota)	TwinSpires High Volume
Torrington, Waterbury	Hawthorne Race Course	PARX	US Off Track ADW
Manchester, New London	Hawthorne ADW	PARX ADW	Velocity Wagering Ltd.
Willimantic, Sanford OTB	Hoosier Park	Penn National	Venezuela OTB
John Martin's Manor Restaurant	Horseman's Park	Penn National ADW	Vernon Downs
Connecticut OTB ADW	Hill)	Peru	WatchandWager ADW
Coushatta Casino	Idabet	Plainridge Race Course	Western OTB
Paragon Casino	Indiana Downs	Plainridge ADW	Wheeling Downs
Ho-Chunk Casino	Clarksville/Evansville OTB	Player Management Group	Will Rogers Downs
Mohegan Sun Casino	Intermountain Racing	PlayUp Limited ADW	Wyoming (307 Racing)
Oneida Bingo and Casino	Jockey Club Brasilia	Pocono Downs ADW	Wyoming OTB
Pony Bar Simulcast Center	Keeneland	Pocono Downs/OTB	Wyoming Downs
Tote Investment Racing	Keeneland Select ADW	Prairie Meadows	XpressBet
Randall James Racetrack	Kentucky Downs	Premier Gateway International	Yonkers Raceway
Millenium Racing	Kentucky OTB	Premier Turf Club	Yonkers ADW (EmpireCityBets)
Royal Beach Casino	Lewiston OTB's	Presque Isle	Youbet Group 1
Divi Carina Bay Casino	Lien Games	Remington Park	Zia Park
Winner's Circle	Chips Lounge/Rumors OTB	Remington OTB Network	123Gaming
Corpus Christi Greyhound	Howard Johnsons OTB	Retama Park	
Dayton Raceway	Skydancer Casino OTB	Racing & Gaming Services	Separate Pool Locations
Delaware Park	X the Spot (Virgin Islands)	Ruidoso Downs	Betting Exchange
Delta Downs	Offtrackbetting ADW	Running Aces Harness Park	Camarero (Puerto Rico)
Dover Downs	Lone Star	Sam Houston	Caymanas (Jamaica)
Dubuque (Iowa Greyhound)	Louisiana Downs	Valley Greyhound Park	Chile
Wild Rose OTB's	LVDC	Saratoga Harness Raceway	Codere (Mexico)
Egg Harbor ITW (NJ)	Atlantis Paradise Casino	Saratoga Bets (ADW)	MIR Books (Caliente)
Elite Turf Club	Buffalo Thunder Resort		NDS Books (Nevada)
	Foxwoods Resort Casino		Suaposta (Brazil) ADW
	Mahoning Valley		Tabcorp (Australia)
			XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs
Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, 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

2023-24 Golden Gate Import Tracks

Track	Track
Arlington	NYRA - Aqueduct, Belmont, Saratoga
Assiniboia	Oaklawn Park
Australia Racing	Parx (Philly Park)
Belterra	Penn National
Canterbury	Pimlico
Century Downs	Prairie Meadows
Century Mile	Presque Isle
Churchill Downs	Retama Park
Delaware Park	Sam Houston
Delta Downs	South America Racing
Ellis Park	Sunland Park
Emerald Downs	Sunray Park
Evangeline Downs	Tampa Bay Downs
Fair Grounds	Thistledown
Fort Erie	Turf Paradise
Gulfstream Park	Turfway Park
Hastings Park	United Kingdom
Hawthorne	Woodbine
Indiana Grand	Zia Park
Keeneland	
Kentucky Downs	
Laurel Park	
Lone Star	
Louisiana Downs	
Mahoning Valley	
Monmouth Park	
Mountaineer Park	

- 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
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- 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).

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 II, 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 II, 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:

PRA II Section 12K

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. 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.

- 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 | Stephen Fisher |
| Clerk of the Course | Tina Walker Bryant |
| Film Specialist | N/A |
| Horse Identifier | Gary E Griener |
| Horseshoe Inspector | Agustin Rayas |
| Paddock Judge | Linda Anderson |
| Patrol Judges | Tom Smith |
| 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) | |
| Jacob Shepard (Price Maker) | |
| Carrie Fawcett (Stable Superintendent) | |
| Lisa Wilkerson (Steward's Secretary) | |
| Mictchell Nicco (Assistant Paymasater) | |
- 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, 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, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid

**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)

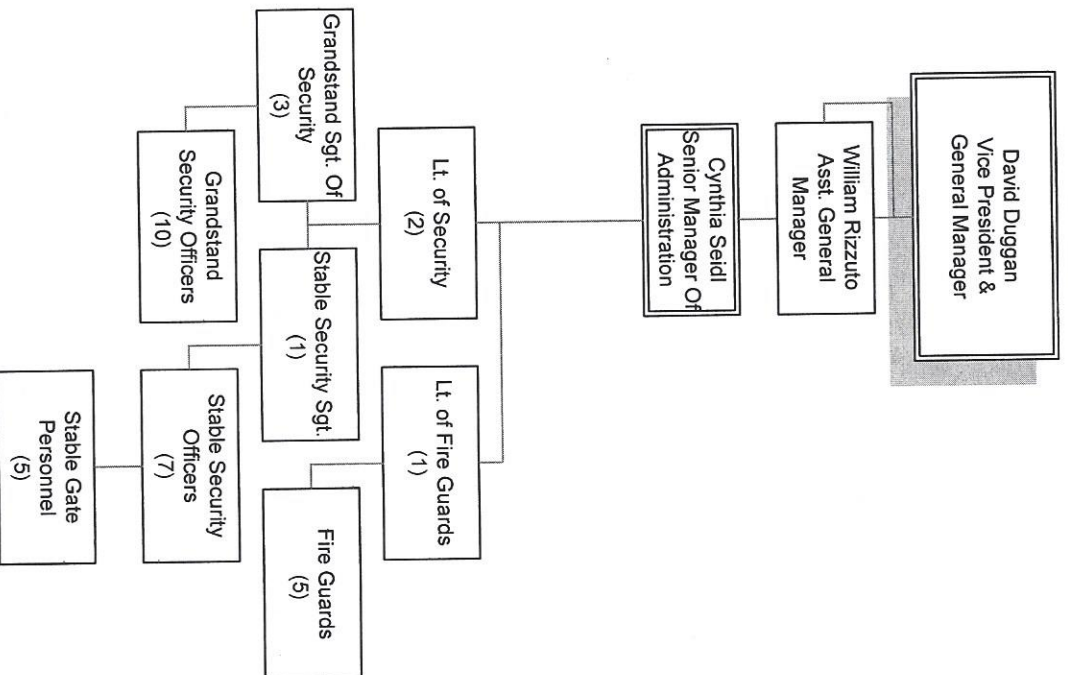
through October 3, 2023.

- 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, 2025.

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.
 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 Security 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:

**PACIFIC RACING ASSN / GOLDEN GATE FIELDS
SECURITY DEPARTMENT ORGANIZATIONAL CHART
ATTACHMENT 15A**



- 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. 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: See description/response above
- 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: Medic Staffing LLC, Ulysses Controneo 440 Everette Street El Cerrito, Ca 94530 (510) 710-5157
- 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.
- 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

Medic Staffing LLC

440 Everett Street
El Cerrito, CA 94530

Pacific Racing Association
1100 Eastshore Highway
Berkeley, CA 94710

January 1, 2023

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 EMERGENCY SERVICES

EQUINE AMBULANCE

PRA II 2023

Number of equine ambulances:

- 2

What kind of ambulance:

- Both are horse trailers with hydraulic ramp and winches. They are hooked up to tractors.

Personnel assigned:

- 1 driver for each ambulance:
- 1 Assistant inside each ambulance.

Equipment in Ambulance (both)

- hydraulic ramp
- winch
- water tank with hose
- Kimsey boot hydraulic squeeze



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.

- 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): On-File
- 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: N/A

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



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.



June 1, 2023

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 II has previously submitted to the board the Berkeley Fire Department's clearance letter dated March 2, 2023.

Pacific Racing Association II 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, 2nd Floor
Berkeley, CA 94704

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710

March 2, 2023

Subject: Fire & Life Safety Inspection of Golden Gate Fields in Berkeley, CA

Dear Mr. Roenbeck:

On Monday, December 12, 2022, 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-inspection was completed on Monday, February 27, 2023. Photo documentation of the remaining repairs was sent on Thursday, March 2, 2023. 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, please contact me at 510-981-5586 or cross@cityofberkeley.info.

Thank you and the entire Golden Gate Fields team for your ongoing efforts to improve the fire and life safety conditions on the premises.

Sincerely,

A handwritten signature in blue ink, appearing to read "Corey Ross", is written over a horizontal line.

Corey Ross
Fire Prevention Inspector, City of Berkeley Fire Department
cross@cityofberkeley.info or 510-981-5586

ALBANY CALIFORNIA

CITY OF ALBANY



FIRE DEPARTMENT

1000 SAN PABLO AVENUE
ALBANY, CA 94706
510 528-5770

www.AlbanyCA.org/fire

December 21, 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 from the City of Albany Fire Prevention Department together with Golden Gate Fields Fire Prevention Supervisor conducted a Life and Safety inspection on December 21, 2022. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2023 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

- 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 Weekends/Holidays Only |
| 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.
- | | | |
|--|--|--|
| ☒ Corners (lockers and cubicles) | How many 23 | |
| ☒ 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. Fifteen by twenty foot room accessed from a community hallway. The room has a television and bed with attached shower room, sink, and toilet.

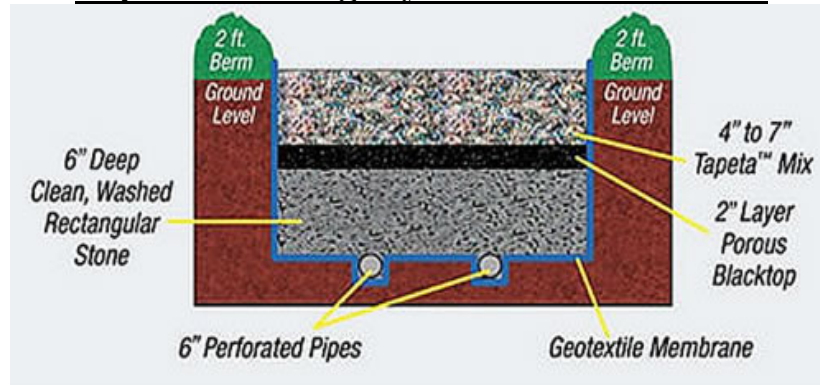
21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) on (date) Requested and will be completed prior to the start of the proposed race meet.
- 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%
- 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.

Tapeta ® Footings Synthetic Track Surface



- 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.

X

Signature

David Duggan

Vice President & General Manager

06/12/2023

[Click or tap here to enter text.](#)

2023 Summer Race Meet Agreement

Between

Pacific Racing Association II

and

Thoroughbred Owners
Of California



Thoroughbred Owners of California

Forging the Future

August 23, 2023

Through

October 3, 2023

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**2023 Summer 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 August 23, 2023.

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 August 23, 2023, through October 3, 2023 (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 1st.

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. Intentionally Omitted.

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.

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

With a copy to:

David Duggan
Golden Gate Fields
1100 Eastshore Hwy
Albany, CA 94706
David.Duggan@goldengatefields.com

If to TOC:

Bill Nader
CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007
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 II

Thoroughbred Owners of California

By:  _____
Name: David Duggan
Title: GM/VP
Date: 06 / 16 / 2023

By:  _____
Name: **William A. Nader**
Title: **President & CEO**
Date: **June 16, 2023**

Exhibit A

Projection for Overnight Purses

To be provided on a meet by meet basis – attached

Exhibit B

Overnight Purse Schedule

Exhibit C

Stakes Schedule

Exhibit D

Race Day Medication Agreement

See attached.

Exhibit E
Fire and Disaster Policy
Attached

Title	PRA II - TOC - Summer 2023
File name	file
Document ID	09e68cd4ad7743b577e0988df016f154bd439512
Audit trail date format	MM / DD / YYYY
Status	● Signed

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Document History



06 / 16 / 2023
23:54:25 UTC

Sent for signature to David Duggan
(david.duggan@goldengatefields.com) from
eric.sindler@monarchmgmt.com
IP: 12.185.134.34



06 / 17 / 2023
01:19:21 UTC

Viewed by David Duggan (david.duggan@goldengatefields.com)
IP: 73.15.20.43



06 / 17 / 2023
01:20:06 UTC

Signed by David Duggan (david.duggan@goldengatefields.com)
IP: 73.15.20.43



COMPLETED

06 / 17 / 2023
01:20:06 UTC

The document has been completed.



Race Meet Agreement

Summer 2023

Between

Pacific Racing Association II

And

California Thoroughbred Trainers

August 23, 2023 – October 3, 2023

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**2023 Summer Race Meet Agreement
Golden Gate Fields & California Thoroughbred Trainers**

This Agreement is entered into by and between Pacific Racing Association (“Track”) and the California Thoroughbred Trainers, Inc. (“CTT”) and becomes effective on August 23, 2023.

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. California *Business and Professions Code* §19613.1 (b) states the trainers’ organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers’ association recognized by Track and 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.

D. Track and CTT, 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, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, 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 are hereby acknowledged, Track and CTT (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing August 23, 2023, through October 3, 2023 (the “Term”).
2. Intentionally Omitted.
3. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, Track shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution". Track shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the Parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet 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.

c. Track shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this Section 3. Track acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

4. Intentionally Omitted.

5. Stall Applications. Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without Track's prior consent. The Stall Application Agreement used by Track is attached hereto as Exhibit A which is hereby incorporated into and made part of this Agreement. The Stall Application Agreement will be incorporated into and made part of the Stall Application. The acknowledgments and agreement included on the Stall Application which the trainer will initial or sign, as applicable, is attached hereto as Exhibit B which is hereby incorporated into and made part of this Agreement.

6. 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.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. 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 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

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, and taking into consideration the character of each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet. In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, Track will not discriminate in any way against any trainer by reason of membership in the CTT.

d. Track shall not allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) stalls to any one trainer, should Track determine 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 seventy-five (75) stalls to any one trainer. 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. Notwithstanding the foregoing, the sixty (60) stall limitation shall be increased to seventy-five (75) stalls if it can be demonstrated that a trainer allocated seventy-five (75) stalls has a history of starting twice as many horses as trainers allocated sixty (60) stalls.

e. 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 at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

f. Track further agrees to maintain and service the main track on a regular basis, including, without limitation, refurbishment of the existing synthetic track through and

including, without limitation, addition of new polymers, fibers, and any additional component deemed by CTT and Track necessary for the proper upkeep of the main track. Notwithstanding the requirement for daily maintenance, Track shall refurbish the main track five (5) times per calendar year. The refurbishments, unless otherwise agreed to by both Track and CTT, occur in the same intervals as past practice.

7. House Rules. Track has established, and may in the future establish, rules, regulations, and security procedures. Track shall consult with the CTT prior to Track adopting new rules, regulations, and security procedures, and shall reasonably consider any objections expressed by the CTT. Notwithstanding the consultation and consideration of any objections provided for in the previous sentence, Track shall be permitted, in its discretion, to adopt any such new rules, regulations, and security procedures. Any rules, regulations, or procedures so enacted shall be in addition to, and shall not supplant or conflict with, the rules and regulations of the CHRB or applicable California law, or the Horseracing Integrity and Safety Act of 2020.

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

i. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, as set forth in Section 6(c), shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

A. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

B. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

C. Trainer does not have the fitness or competence to train thoroughbred racehorses;

D. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

E. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols, rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

F. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

G. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

ii. Legal Standard. Track's decision must (A) be made in good faith; (B) supported by a fair or substantial reason; and (C) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

b. Process. If Track is considering taking Adverse Action against a trainer, Track shall follow the process set forth on Exhibit C which is attached to this Agreement and is hereby incorporated into and made part of this Agreement.

c. Arbitration. At the commencement of the Term, Track and CTT shall create a pre-approved list of four (4) Arbitrators to be used in Short-Term Exclusion Arbitration as set forth in Section 25(d)(iv)(B) of Exhibit A. The list of Arbitrators will be determined based on a striking and ranking process as follows:

i. Track and CTT will simultaneously exchange a list of five (5) proposed Arbitrator, for a total of ten (10).

ii. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

iii. A group of four (4) Arbitrator will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

9. 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.

10. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

11. 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; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities. 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 for such race meet that occurs during the Term:

a. Track shall notify the CHRB and CTT 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.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facility as far in advance of the opening of an individual race meet which occurs during the Term as is commercially practical. Said auxiliary stalls shall be made available without cost to horsemen, pursuant in accordance with the applicable provisions of the California Horse Racing Law.

c. CTT and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning in accordance with the applicable provisions of the California Horse Racing Law. Said payment shall be in an amount determined by the Northern California Stabling and Vanning and Committee. Horses stabled at any other offsite facility shall not be eligible for said payment.

d. 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.

13. 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.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT'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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT 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, CTT 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 CTT 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, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. 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, or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or “official” credentials for the Term, including but not limited to, an “official” pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen’s Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an “official” pin.

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open at 6:00 A.M. (roof lights when necessary) and to remain open for training until 10:00 A.M. every day of the week, except Monday, when the Track shall be closed. The Track will be available for training six (6) day a week.

b. It is the intent of Track and CTT that the main track will be maintained by Track in good and safe condition and be available for training six (6) days a week on each day horses are stabled at Track (except in the event of a water shortage or other unforeseen conditions of which Track has notified the CTT).

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 in which 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 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. Track agrees, while horses are stabled at Track during the Term to have a manned, operating starting gate for training on the main track five (5) days per week.

e. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track and grass course during the Term and while the main track and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, grass course, surrounding roads, and the barn area in good and safe condition.

f. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the Track shall not be liable for the presence of rocks.

g. It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

h. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

i. CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. Track shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. Track shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with Track and/or trainer in addressing the issue. Track reserves all rights against an offending trainer in connection with any fine levied against Track by a governmental entity for the improper storage of feed.

17. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term to discuss, information concerning the soil or material composition, construction, engineering and

remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data, or recommendations done by, requested by, and/or provided to Track or the CHRB, so long as such testing reports, data, or recommendations are in Track's possession, custody, or control. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track or training track must be licensed by the CHRB before said individual enters the main track or grass course. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Pacific Racing Association, Pacific Racing Association II, Golden Gate Fields Land Holdings LLC, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track or grass course. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

a. Track agrees that should it desire to utilize the name, image, or likeness of a particular trainer 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 trainer, Track shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. 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 CTT 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

20. CTT Covenants. During the Term, and as long as Track is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage, or engage in any boycott of any race or race meet which occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

21. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

a. Track and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

b. Track will notify and consult the CTT, and, whenever reasonable and possible, obtain the consent and approval of the CTT, whenever substantial changes are contemplated by Track and proposed with respect to Track racing facilities, racing surfaces, racing schedule, stall applications and applicants, or conditions affecting the backstretch.

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regard to conditions of the racetrack, the

backside, and the health, welfare, and safety of the horses, the trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a trainer.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

23. Default. The respective covenants herein contained are concurrent, and no Party who is in default of this Agreement shall have the right to enforce any covenant hereunder until said default has been cured.

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, 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.

25. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email.

If to Track:

David Duggan
Golden Gate Fields
1100 Eastshore Hwy
Albany, CA 94706
David.Duggan@goldengatefields.com

With a copy to:

Eric Sindler
Golden Gate Fields
285 W. Huntington Drive
Arcadia, CA 91007
Eric.Sindler@monarchmgmt.com

If to CTT:

Alan F. Balch
Executive Director
California Thoroughbred Trainers
P.O. Box 660039
Arcadia, CA 91006-0039
afbalch@gmail.com

26. Additional Terms.

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 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.

b. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns.

c. 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.

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 CTT 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. 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 at any time during the pendency or upon

termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement.

h. No Third-Party Beneficiaries, Reliance, or Enforcement. 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 CTT. Except for Track and CTT, 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. Subject to and without in any way limiting the foregoing, a trainer duly licensed by the California Horse Racing Board who is subject to an Adverse Action (as defined in Section 8 hereof) shall be entitled to pursue the process set forth in Exhibit C of this Agreement provided that such trainer has fully executed and delivered to Track the Track's Stall Application in the form as shown in Exhibit B hereto prior to any such Adverse Action having been taken. In order to avoid any doubt, allowing a third party to bring its own breach of contract action against a contracting party, or to rely upon any of the provisions of this Agreement, other than to enforce an indemnification provision set forth in this Agreement or as set forth in the preceding sentence, would be inconsistent with the objectives of the contract and the reasonable expectations of the contracting parties.

[Signatures follow]

The Parties have executed this Agreement effective as of August 23, 2023.

Pacific Racing Association II

California Thoroughbred Trainers, Inc.

By:  _____

By:  _____

Name: David Duggan

Name: Alan F. Balch

Title: General Manager/VP

Title: Executive Director

Date: 06 / 07 / 2023

Date: 06 / 07 / 2023

Exhibit A

Golden Gate Fields
Terms and Conditions of Stabling and Racing
("Agreement")

PLEASE NOTE: This Agreement, as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury and a release of liability provision (Section 15) and (2) an individual (with waiver of class action) arbitration agreement provision (Section 25). PLEASE READ THE ENTIRETY OF SECTIONS 15 AND 25 CAREFULLY AS THESE SECTIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

PLEASE NOTE: IF AWARDED STALLS, SUCH AWARD IS A REVOCABLE LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Pacific Racing Association II ("PRA") to race and stable horses at Golden Gate Fields during the 2023 Summer Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. PRA reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Action"); provided, however, PRA shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify PRA immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Golden Gate Fields and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

5. Trainer agrees to vacate any stalls assigned at Golden Gate Fields, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Golden Gate Fields, or any approved auxiliary training facility, within three (3) days after being requested by PRA to do so; provided, however, that PRA's decision to exercise its rights under this Section shall be made in accordance with Exclusion Standard.

6. Trainer represents that Trainer has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board ("CHRB"), all conditions applicable to the Race Meet, and the rules of PRA which shall be published from time to time in the condition book(s), and Trainer agrees to be bound by and comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the CHRB and PRA.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all matters where Trainer is acting as an agent for such horse owners. All references herein to Trainer or to Trainer's horses, equipment, agents, or employees shall include said owners and their horses, equipment, agents, and employees when applicable.

8. Trainer shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to PRA within five (5) days of any change to the list. Trainer shall also submit a copy to the CHRB if required by CHRB rule.

9. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any CHRB rules, shall be decided by the Board of Stewards of the Race Meet or the CHRB. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.

10. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, or at other times when the conditions for the race specifically so state.

11. PRA reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. PRA reserves the right to divide the added money for any stake which is run in more than one division.

12. Horses claimed by, transferred to, or sold to, any person or stable which is not registered, and approved, for racing at Golden Gate Fields must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved in writing by PRA, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will PRA be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Golden Gate Fields while in assigned stalls, on any racing surface, or elsewhere on the premises.** Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Golden Gate Fields, and agrees to take all reasonable measures for the protection of such horses,

including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by PRA, promptly calling to the attention of PRA in writing, any such hazardous condition.

14. Trainer agrees to properly supervise all of their employees, agents, invitees, and other persons known to them to be in the area assigned to them pursuant to the Stall Application, and hereby acknowledges that Trainer is responsible for the conduct of their employees, agents, and invitees. PRA has no obligation to remedy any condition on the premises which may be caused by the negligence of, or willful conduct of, any such employees, agents, or invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Trainer agrees to be responsible and pay PRA for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. PRA shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Trainer or Trainer's employee or agent shall notify PRA if the smoke detector's battery is low and needs to be replaced. PRA shall be responsible for making all necessary repairs or replacements to said smoke detectors. PRA shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk.**

PLEASE READ SECTION 15 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Trainer acknowledges that participating in Thoroughbred horseracing and training and caring for and working with horses are inherently dangerous activities and knowingly, voluntarily, and expressly assumes all risks and dangers, known and unknown, associated with the foregoing. Trainer releases, waives, and covenants not to sue PRA with respect to any and all claims, liabilities, losses, damages, or demands, known or unknown, that may arise in connection with, or relate in any way to, any such equine activity (collectively "Loss") to: (i) any horse owned, trained, or under the care of Trainer, Trainer's employees, or agents, while such horse is on the premises of Golden Gate Fields; (ii) Trainer or Trainer's employees, agents, or invitees while such person is on the premises of Golden Gate Fields; or (iii) which arose, directly or indirectly from training and racing activities while on the premises of Golden Gate Fields, whether caused by the negligence (in any form other than gross negligence) of PRA or otherwise. The foregoing release of liability and covenant not to sue shall not apply if the Loss is caused by PRA's gross negligence or willful misconduct.

16. **Transportation to Slaughterhouse.** Trainer shall not directly or indirectly participate in the transport of any horse from Golden Gate Fields to either a slaughterhouse or an auction house engaged in selling horses for slaughter.

17. Trainer acknowledges that stalls occupied by horses shall not be padlocked at any time and agrees to act in conformity with this requirement. Additionally, Trainer acknowledges

that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. PRA may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters, or a threat to the health or safety of the horses. PRA agrees to notify Trainer within 24 hours of any such entries.

19. In submitting this Stall Application for stalls or to otherwise participate in the Race Meet, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

20. **Trainer acknowledges that Trainer's stable personnel are employees of Trainer, and that no employment relationship exists between such stable personnel and PRA.** Trainer agrees that Trainer's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Trainer's sole cost and expense—since the employees are employees of Trainer and not PRA. Additionally, Trainer shall be responsible for complying with all OSHA regulations as they may pertain to Trainer's employees. Without limiting the generality of the preceding set forth in this Section, Trainer shall be responsible, at its sole cost and expense, for complying with all laws applicable to Trainer as the employer of Trainer's employees.

21. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the premises of Golden Gate Fields unless written consent is first obtained from PRA, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of PRA, the seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers, the sale will not lead to the horse subsequently being sent to a slaughter house or an auction house engaged in selling horses for slaughter, and the auction does not interfere with the orderly course of racing, training, or the business of PRA.

22. PRA shall provide to Trainer a copy of its Emergency Action Plan.

23. If horses accepted for racing at the Race Meet are assigned to another facility (other than Golden Gate Fields), then the provisions of this Agreement shall also apply to such other facility. However, Trainer shall be responsible for receiving the emergency action plan (or similar document)—if such other facility has an emergency action plan—applicable to that other facility from such other facility. Additionally, Trainer shall be required to comply with any other rules and conditions that such facility may have.

24. **Exclusion Standard.**

a. **Bases for Exclusion.** PRA's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, shall not be limited or effected by the provisions of this Agreement. Without

limiting the foregoing, PRA may make an Adverse Action so long as PRA reasonably believes that:

- i. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;
 - ii. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;
 - iii. Trainer does not have the fitness or competence to train thoroughbred racehorses;
 - iv. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;
 - v. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of PRA protocols, rules, or regulations, provided such PRA protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;
 - vi. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or PRA in a negative light; or
 - vii. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.
- b. Legal Standard. PRA's decision must: (i) be made in good faith; (ii) be supported by a fair or substantial reason; and (iii) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

25. **Arbitration Agreement & Class Action Waiver.**

PLEASE READ SECTION 25 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and PRA are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and PRA agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions (“Arbitration Agreement”).

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND PRA AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the Trainer’s submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer’s participation in or attendance at the Race Meet, including without limitation, Trainer’s exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between PRA and Trainer, (vii) any claim by either PRA or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties’ agreement to arbitrate (individually and collectively the “Arbitration Claims”), **through binding individual arbitration** (the “Arbitration”), **which precludes Trainer or PRA, from bringing any class, collective, or representative action against PRA or multiple trainers, as applicable.**

b. General Arbitration Provisions. The following provisions (the “General Arbitration Rules”) shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv):

i. Venue; Arbitrator Selection Process. The Arbitration shall be heard in Alameda County by a single retired Federal or State Judge in the State of California. The same Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator (See Rule 15 of the JAMS Rules).

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to JAMS’ Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures (the “JAMS Rules”) in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys’ fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator’s fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney’s fees and costs, and as such, the Arbitrator shall not be entitled to award attorney’s fees and costs to the prevailing party unless attorney’s fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24 of the JAMS Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the JAMS Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or PRA shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the JAMS rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

viii. Order of Precedence. This Arbitration Agreement shall take precedence over the JAMS Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a ‘Short-Term Exclusion’ or a ‘Non-Short-Term Exclusion.’ A ‘Short-Term Exclusion’ is an exclusion or limitations on training or racing at Golden Gate Fields for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A ‘Non-Short-Term Exclusion’ is an exclusion from participating in racing in training at Golden Gate Fields which does not qualify as a ‘Short-Term Exclusion.’

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. Burden of Proof. PRA shall have the initial burden to establish that (I) it had a reasonable belief that one or more specified grounds existed, (II) it acted in good faith, (III) it acted on the basis of a fair and substantial reason, (IV) it did not discriminate, and (V) the Adverse Action was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers (“CTT”) agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in PRA’s Trainer Exclusion/Suspension Process, a copy of which is available in the PRA’s racing office.

iii. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer’s filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Action results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in superior court.

B. Selection of Arbitrator. Trainer shall notify PRA in writing that it wishes to formally challenge PRA's Adverse Action. Within two (2) business days of PRA's receipt of Trainer's notification, PRA and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators which had been previously selected by PRA and the CTT.

C. Exchange of Documents; Discovery. PRA and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in accordance with the Exclusion Standard set forth in Section 24 above. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that PRA's Adverse Decision was not made in accordance with California law, the Arbitrator may order PRA to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor PRA will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding.** The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

26. Additional Terms.

a. Governing 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 and any applicable federal law 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. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in Alameda County, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

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 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.

d. No Third-Party Beneficiary, Reliance, or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than PRA or Trainer. Except for PRA and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 25 of this Agreement shall survive the termination of this Agreement.

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Golden Gate Fields Terms and Conditions of Stabling and Racing (the "Agreement") are available at Golden Gate Fields's racing office and available for download at <https://goldengatefields.com/horsemen/>. _____
Initial
2. I acknowledge that I have received and fully read the Agreement. _____
Initial
3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____
Initial
4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____
Initial
5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision and a release of liability provision.** _____
Initial
6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Pacific Racing Association II are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute.** _____
Initial
7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement.** _____
Initial
8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Pacific Racing Association II, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____
Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on the Stall Application.

Signature

Print Name

Date

Exhibit C

Trainer Exclusion/Suspension Process

The following process will be utilized by Track if Track is considering taking action, up to and including excluding Trainer from racing or training activities at Golden Gate Fields or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

a. Track will send the Trainer a letter (the “Letter”) notifying the Trainer that Track is contemplating taking action against the Trainer. The Letter will state why Track is considering taking action against the Trainer and invite the Trainer (with a proposed time and date) to meet with Track to respond to the stated reasons for the potential action to be taken against Trainer (the “Meeting”).

b. The Letter will also inform the Trainer that until a determination on whether to exclude the trainer has been made, the Trainer will not be permitted to enter any horses to race and shall not be permitted to “work” his or her horses at the Track’s racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control; the Trainer’s horses may only gallop at such locations (*see* Section 7(b)). “Work” shall mean a horse engaging in exercise session near full speed, close to full speed, or at full speed, whether timed or untimed.

c. Track shall schedule the Meeting within five (5) days after the date of the Letter. However, at any time prior to the commencement of Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted, and the exclusion will not go into effect during that period; provided, however, that the Trainer may not race or “work” horses at the Track’s racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control (the horses may only gallop at such locations), as set forth in Section 1(b)

2. The Meeting.

a. The CTT will be invited to the Meeting.

b. At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting evidence and may bring witnesses to testify in the Trainer’s defense. Track will place no limit on the amount of evidence or number of witnesses the Trainer can present at the Meeting (provided that the presentation is addressing the reasons stated in the Letter).

c. The Trainer can be represented by counsel at the Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Meeting.

3. Decision After the Meeting.

a. After hearing the Trainer's defense(s) at the Meeting, Track will make its decision as to whether it will take action against the Trainer. Since the decision to take action against a Trainer is not one that Track takes lightly, Track will make its decision promptly.

b. Track will notify the Trainer of its decision in writing. The decision letter will include the length of the exclusion/suspension, which may be up to and including a lifetime exclusion.

4. Reconsideration Meeting.

a. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). If the Trainer wishes to request reconsideration, the Trainer must make the request to Track, in writing, within five (5) days of being notified by Track of its decision to take action against the Trainer. The exclusion/suspension will remain in effect until, at least, the rendering of a decision to the contrary, if at all. In other words, asking for the Reconsideration Meeting will not "stay" the exclusion.

b. The Reconsideration Meeting will be held within five (5) days of receipt of the request so that the Trainer can present any basis for the reconsideration. However, at any time prior to the commencement of Reconsideration Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Reconsideration Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted.

c. The Trainer can be represented by counsel at the Reconsideration Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Reconsideration Meeting.

d. The Trainer may present evidence at the Reconsideration Meeting that was not presented at the Meeting, provided that the Trainer can demonstrate that this new evidence could not, with reasonable diligence, have been presented at the Meeting.

5. Decision After Reconsideration Meeting.

a. After hearing the Trainer's defense at the Reconsideration Meeting, Track will make its decision promptly.

b. The individual making the reconsideration determination on behalf of Track will be different than the individual who made Track's initial decision to take action against the Trainer (the "Reviewing Decision Maker").

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next

sentence. “Clearly erroneous” shall mean: “Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently.”

6. Arbitration.

a. If Track does not rescind its decision to take action against the Trainer after the Reconsideration Meeting, and Trainer wishes to formally challenge Track’s actions, the Trainer may file an arbitration claim against the Track. Binding arbitration is the sole method of bring any action/ causes of action against the Track.

b. Trainer must ask for the Reconsideration Meeting and must await Track’s decision after the Reconsideration Meeting before the Trainer can file an arbitration proceeding.

c. Track’s Terms and Conditions of Stabling and Racing contains information regarding filing an arbitration claim and how the arbitration will proceed.

7. Continued Occupancy of Stalls; Use of the Racing and Training Surfaces.

a. From the date of the Letter, the Trainer may continue to occupy any previously allocated stalls and appurtenant facilities until the Trainer is required to vacate pursuant to the following:

The Trainer will be required to vacate his or her stalls at the sooner of: (i) three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting provided that the Trainer had notice of the Meeting or Track used good faith efforts to provide the Trainer with the Letter but Track was not able to locate the Trainer (or the Trainer refused to accept the Letter); (ii) five (5) days after the Trainer received notice from Track that Track has considered the Trainer’s defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting; (iii) three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision; and (iv) the date when all horses are required to have vacated their stalls (e.g., the end of the meet), or (v) twenty-one (21) days from the date of the Letter.

b. During such time that the Trainer occupies his or her allocated stalls and appurtenant facilities pursuant to Section 7(a), in order to protect the welfare and safety of these other participants since an injury to a horse can affect not only the horse but also the rider as well as other horses and riders on the track, from the date of the Letter until such time that a decision on has been made to not exclude the Trainer, the Trainer is prohibited from entering to race and from “working” horses at Track’s racetrack or any auxiliary stabling facility which has common ownership with Track or any auxiliary facility under its control. The Trainer may walk their horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track’s veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.

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Sent for signature to Alan Balch (afbalch@gmail.com) and David Duggan (david.duggan@goldengatefields.com) from eric.sindler@monarchmgmt.com
IP: 12.185.134.34



06 / 07 / 2023
17:56:37 UTC

Viewed by Alan Balch (afbalch@gmail.com)
IP: 12.131.44.34



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Signed by Alan Balch (afbalch@gmail.com)
IP: 12.131.44.34



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IP: 174.194.205.8



06 / 07 / 2023
18:13:31 UTC

Signed by David Duggan (david.duggan@goldengatefields.com)
IP: 174.194.205.8



COMPLETED

06 / 07 / 2023
18:13:31 UTC

The document has been completed.

3rd Party Lasix Administration Agreement

This 3rd 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.

Agenda Item 3

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE CALIFORNIA EXPOSITION AND STATE FAIR, COMMENCING JULY 12, 2023, AND CONTINUING THROUGH AUGUST 1, 2023

Board Meeting
June 29, 2023

Application: California Exposition and State Fair

Breeds: Thoroughbred, Quarter Horse

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

JULY 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					

AUGUST 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Alameda auxiliary site fire clearance valid until 3/16/24.	Rule 1420(g)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Agreement not needed, as stabling is among only CARF fairs, and no vanning.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Current clearance valid until 6/7/23. Fire clearance received 06/13/23.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed on 5/17/23.	Rule 2102
Track Safety Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Inspection completed on 06/13/23. Compliance with the updated rule scheduled	Rule 1471(g)

Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received letter of adoption on 4/12/23.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received certificate on 4/18/23. Term: 7/1/23 to 7/1/24.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Thoroughbred Owners of California – received on 4/15/23. California Thoroughbred Trainers Association – received on 4/13/23. Pacific Coast Quarter Horse Racing Association – received 4/13/23.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 151–165.	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 171–180.	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See page 154.	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See page 160–165.	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

RECOMMENDATION: Staff recommends approval application satisfactorily meets requirements for licensure.



April 5, 2023

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The California Authority of Racing Fairs has reviewed and will adopt the provisions outlined in the Inclement Weather Policy Letter in all Future Fair Meets.

This compliance applies to the Alameda County Fair, California State Fair, Humboldt County Fair and the Big Fresno Fair.

Regards,

A handwritten signature in black ink, appearing to read "Larry A. Swartzlander".

Larry A. Swartzlander
Executive Director, CARF



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

April 8, 2023

California Horse Racing Board
ATTN: Scott Chaney
1010 Hurley Way
Suite 300
Sacramento, CA 95825

Mr. Chaney,

The Alameda County Fair, the California State Fair, the Humboldt County Fair and the Big Fresno Fair agrees to adopt the CHRB concussion protocols for their Fair Racing Meets as outlined in the Horseracing Integrity and Safety Authority's Racetrack Safety Rule 2192.

Pursuant to Business and Professions Code section 19583.9 the veterinarian who will provide monitoring during morning workouts is Dr. Bill Grantham, CHRB License # 076118. He will be available on training and racing days from 6:00 am till 11:00 am.

Regards,

Larry A. Swartzlander
Executive Director, CARF

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

- A. Name, mailing address, telephone, and fax numbers of fair: California State Fair, 1600 Exposition Blvd., Sacramento, CA 95825 916-263-3000; Fax 916-363-3230
- B. Fair association is a: ☐ District Fair ☒ County Fair ☐ Citrus Fruit Fair
☒ California Exposition and State Fair ☐ Other qualified fair
- C. Provide the name, telephone, and email address for the fair contact person. Tom Martinez
C.E.O., 916-549-8533; tmartinez@calexpo.com

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 race meeting: July 12-Aug 1, 2023
- B. Actual dates racing will be held: July 14, 15, 16, 21, 22, 23, 28, 29 & 30
- C. Dates racing will **NOT** be held: July 12, 13, 17, 18, 19, 20, 24, 25, 26, 27 & Jul 31, Aug 1
- D. Total number of racing days: 9
- E. Days of the week races will be held: Fri - Sun
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify)

3. RACING PROGRAM

- A. Total number of races: 93
- B. Number of races by breed:
81 Thoroughbreds 12 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules
- C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	10	0				8	9
Other Breeds	1	0				1	2
Total	11	0				9	11

CHRB CERTIFICATION

Application received: 4/12/23
Reviewed: RP

Hearing date: 6/15/23
Approved date:
License number:

- D. Total number of stakes races by breed:
 1 Thoroughbreds 0 Quarter Horses 0 Appaloosas
 0 Arabians 0 Paints 0 Mules
- E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.
1. Attach a listing of all stakes races for the past two (2) 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 E that have been altered or 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). Governor's Handicap \$75,000 Guaranteed, Three Year Olds & Upward - Six Furlongs Sat, Jul 22. The same stakes race was run on Saturday, July 23, 2022. No stakes were run in 2021.
 3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. Same as listed in para 2 above. Stake in 2021 was not run due the meet being cancelled due to COVID contract obligations to the state.
- F. 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?
- G. List all post times for the daily racing program:
- | Race Number | Weekdays | Weekends | Race # |
|----------------|-----------|----------|--------|
|Race # 1 | 1:45 p.m. | 1:45p.m. | |
|Race # 2 | 2:15 p.m. | 2:15p.m. | |
|Race # 3 | 2:45 p.m. | 2:45p.m. | |
|Race # 4 | 3:15 p.m. | 3:15p.m. | |
|Race # 5 | 3:45 p.m. | 3:45p.m. | |
|Race # 6 | 4:15 p.m. | 4:15p.m. | |
|Race # 7 | 4:45 p.m. | 4:45p.m. | |
|Race # 8 | 5:15 p.m. | 5:15p.m. | |
|Race # 9 | 5:45 p.m. | 5:45p.m. | |
|Race # 10 | 6:15 p.m. | 6:15p.m. | |
|Race #11 | 6:45 p.m. | 6:45p.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.

4. FAIR ASSOCIATION

- A. Names of the fair directors: Che Salinas - Chair, Hannah Gbeh - Vice Chair, Arturo Barajas - Director, Rima Barkett - Director, Sonney Chong - Director, Rina DiMare - Director, Jess Durfee - Director, David Mallel - Director, Brian May - Director, Willie Pelote - Director.
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Jess Durfee - Chair, Arturo Barajas - Director, Rina DiMare - Director, David Mallel - Director, Che Salina - Director.



May 12, 2023

Gregory L. Ferraro, DVM - Chairman
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Chairman Ferraro and Board members,

On behalf of the Board of Directors of the California Exposition & State Fair, I am pleased to inform you that the Board voted unanimously to approve a 1-year pilot program exploring a change in post time for our live thoroughbred horse racing during the 2023 California State Fair.

The California network of fairs along with CARF racing fairs have proven to provide a positive place for fair attendees to be introduced to the sport of horse racing. The California State Fair & Food Festival serves the entire state of California, and has the ability to reach residents from all over California. For instance, in 2022, residents from 57 of California's 58 Counties competed at the State Fair. The State Fair and horseracing have shared a successful history dating back to the mid 1800's. Since the opening of Cal Expo as the home of the California State Fair, our State appointed Board of Directors have continued to provide for the long-term investment of horse racing in Northern California. Of particular note, Cal Expo's Racing Grandstand is the newest such facility in Northern California. The Grandstand is winterized and already accommodates thousands of fans each winter during inclement weather. To accommodate racing after dark from October through May, Cal Expo's race track has night lighting around its track. Additionally, Cal Expo has invested over \$5,000,000 in beneficial improvements to its racing infrastructure.

As part of this long-term investment in horse racing, the Board has found it prudent to enact a 1-year pilot program moving the post time for live thoroughbred horse racing to 3:45 pm each racing day of the 2023 California State Fair. Due to valuable input from CHRB and other partners, we believe that moving racing later in the day will benefit guests and staff. The Board strongly believes that sportspeople and racing horses will benefit from a later post time, avoiding the peak heat of the day. Cal Expo will monitor the results of moving the post time during the 2023 California State Fair.

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May 12, 2023

We appreciate the California Horse Racing Board's continued commitment to ensure the integrity, viability, and safety of the California horse racing industry while providing protection of the public and ensuring the continued tradition of horse racing in our Great State.

Please do not hesitate to reach out to me with any questions.

Best,

A handwritten signature in black ink, appearing to read "Tom Martinez". The signature is fluid and cursive, with the first name "Tom" and last name "Martinez" clearly distinguishable.

Tom Martinez
CEO – General Manager

- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Rick Pickering - Chief Executive Officer, Tom Martinez - Chief Deputy General Manager, Craig Braddock - Public Address Announcer, Sandra Rios - Stable Superintendent, Steve Wood - Track Foreman
- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Rick Pickering - Chief Executive Officer - rpickering@calexpo.com, Larry Swartzlander - Director of Racing - larry@calfairs.net, 1600 Exposition Blvd., Sacramento, CA 95825

5. TAKE OUT PERCENTAGE

- A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
- ☐ Yes ☒ No
- 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 fair association and the horsemen's organization for the meeting of the fair 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 the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2022	\$28,337,930	41,115
2021	\$0	0
2020	\$0	0
2019	\$23,275,503	50,762
2018	\$34,434,728	57,539

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

- A. Purse distribution:
1. All races other than stakes:
- Current meet estimate: \$1,351,235
- Prior meet actual: \$1,351,235

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

Current meet estimate: \$150,137

Prior meet actual: \$150,137

2. Overnight stakes:

Current meet estimate: \$75,000

Prior meet actual: \$75,000

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

Current meet estimate: \$8,333

Prior meet actual: \$8,333

3. Non-overnight stakes:

Current meet estimate: 0

Prior meet actual: 0

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

Current meet estimate: 0

Prior meet actual: 0

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

Current meet estimate: \$1,426,235

Prior meet actual: \$1,426,235

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

Current meet estimate: \$140,398

Prior meet actual: \$140,398

C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:		Prior meet actual:	
CTT	\$3,865		\$3,865
TOC	\$7,730		\$7,730
NTRA	\$1,811		\$1,811
PCQHRA	\$145		\$145
CWRA	\$0		\$0
ARAC	\$0		\$0
AMRA	\$0		\$0
CHBPAPEN	\$17,563		\$17,563
CTHF	\$17,563		\$17,563
Total:	\$48,677	Total:	\$48,677

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

Current meet estimate: \$1,615,310

Prior meet actual: \$1,615,310

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

Current meet estimate: \$179,479

Prior meet actual: \$179,479

- E. 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: \$1,316,585

Prior meet actual: \$1,316,585

Average Daily Purse ($7E \div$ number of days):

Current meet estimate: \$146,287

Prior meet actual: \$146,287

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

Current meet estimate: \$109,650

Prior meet actual: \$109,650

Average Daily Purse ($7F \div$ number of days):

Current meet estimate: \$12,183

Prior meet actual: \$12,183

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

- H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Rossman, MacDonald & Benetti, 3838 Watt Ave. Suite E500, Sacramento, CA 95821 916-488-8360

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 fair 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 fair 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 fair 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 fair is entitled thereafter 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 fair 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 fair 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: 760
- 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: 660
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: 660 stalls; Alameda County Fair, Pleasanton, CA.

- E. Attach each contract or agreement between the fair 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 fair 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). 960
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. \$9.45
- H. State estimated cost to provide vaning from off-site stalls for this meeting. Show fees to be paid for vaning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Dr. Forrest Franklin 916-585-2050/Dr. Ashton Cloninger (Morning Fitness Vet) 415-264-1630; Available @ PLN & Sac: July 12-August 1, 2023 6AM-11AM

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. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☒ Yes ☐ No
- B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs 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. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

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).

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	☐ Yes	☐ No
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$10SF \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9	☒ Yes	☐ No



February 16, 2023

California Horse Racing Board
Attn: Cynthia Alameda
Assistant Executive Director

To Whom It May Concern:

The following information is provided for you in response to the 2023 Race Meet Applications for the Alameda County Fair, California State Fair, Humboldt County Fair and The Big Fresno Fair:

The following is the CARF wagering format:

	TYPE OF WAGERS	APPLICABLE RULES
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9
Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105G.(2)(g) Method 7, para 16b (ii)
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP5 \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)
Race #5 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #6 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #7 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)
Race #9	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4,	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1



\$.20 SUPER HIGH 5

CHRB #1976.9,
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

Race #10

**\$1E, \$1PK3, \$1TRI,
\$2DD, \$.10SF,
\$.20 SUPER HIGH 5**

**CHRB #1959, CHRB #1977, CHRB #1979,
CHRB #1957, CHRB #1979.1**
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

Race #11

**\$1E, \$1TRI, \$2DD, \$.10SF,
\$.20 SUPER HIGH 5**

**CHRB #1959, CHRB #1979, CHRB #1957,
CHRB #1979.1**
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

Race #12

**\$1E, \$1TRI, \$.10SF,
\$.20 SUPER HIGH 5**

**CHRB #1959, CHRB #1979,
CHRB #1979.1**
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

This format will be use at the following fairs: Alameda County Fair, The California State Fair, Humboldt County Fair and the Big Fresno Fair. The 2005 NCOTWINC Agreement maintained on file at CRRB is still valid. The NCOTWINC audio visual agreement on file dated January 2005 is still valid.

Respectfully Yours,

Larry A. Swartzlander
Executive Director

\$.20 PNP6 on the last six races each day. 100% major pool paid and any prior carryovers for unique serial number wager selecting all six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover.

\$.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.

\$.020 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique serial number wager selecting the first five finishers in exact order. If no unique serial number wager selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers in exact order and 60% of major pool will be added to the carryover. If no wager selects the first five finishers in exact order, then 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

The aforementioned Pari-Mutuel Carryover Pools can be carried over from CARF Meet to CARF Meet and run as 1 (one) continuous meet with the following exception. There will be two Mandatory Payout Dates of both jackpot pools; Sunday July 9, 2023 the closing day of the Pleasanton meet and Sunday, October 15, 2023, which is the Closing Day of The Big Fresno Fair.

Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G.(2)(g) Method 7 para 16b (ii)	☒ Yes	☐ No
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105 G.(2)(g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB # 1976.9 ARCI 004-105 G.(2)(g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #5	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #6	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4 \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #7	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50 PNP4 \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #9	\$1E, \$1PK3, \$1TRI \$2DD, \$.10SF, \$.50PNP4 \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9	☒ Yes	☐ No

		ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)		
Race #10	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1	☒ Yes	☐ No
		ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)		
Race #11	\$1E, \$1TRI, \$2DD \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1	☒ Yes	☐ No
		ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)		
Race #12	\$1E, \$1TRI, \$.10SF \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1	☒ Yes	☐ No
		ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)		
Race #13			☐ Yes	☐ No

- C. 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
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Payout of both jackpot pools will occur on Sunday, July 9 and Sunday, October 15, 2023.
- E. List any options requested with regard to exotic wagering. \$1 TRI and \$0.10 SF when applicable \$0.50 PNP4 on the first four races and the last four races each day \$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners. \$.20 PNP6 on the last six thoroughbred races each day. 100% pool paid and any prior carryovers for unique ticket selecting six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover. \$0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting the first five finishers. If no unique ticket selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers and 60% of major pool will be added to the carryover. If no ticket selects the first five finishers 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.
- F. 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.
- G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: Amtote (Keith Johnson) Expiration: October 29, 2025. Equipment description on file with Board.

H. List below the takeout percentage for each type of wager identified in 10.B.:

TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #2	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #3	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #4	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #5	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #6	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #7	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #8	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #9	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #10	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #11	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #12 Win, Place, Show – 16.77%; Exacta &
 Daily Double – 24.02%. Pick 3, 4, 5, 6
 & all Trifectas, Superfectas & Super
 High Five – 25.02%

Race #13

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting. Watch & Wager; Twin Spires; Express Bet, T.V.G. (Television Games Network) and Bet America.
- 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 fair to conduct simulcast wagering: Northern California Off-Track Wagering, Inc. (NCOTWINC)
- B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair'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 fair proposes to offer its live audiovisual signal: Alameda County Fair, Pleasanton, Lakeside, Big Fresno Fair, Fresno, Cabazon Fantasy Springs Casino, Indio, California State Fair & Exposition, Sacramento, Fairplex Park, Pomona Fantasy Springs Casino, Indio, Golden Gate Fields, Albany *Humboldt County Fair, Ferndale Jockey Club at San Mateo, San Mateo, Los Alamitos Race Course, Los Alamitos, Monterey County Fair, Monterey, Santa Anita Park, Arcadia, San Joaquin County Fair, Stockton Santa Clara County Fair, San Jose, Solano County Fair, Vallejo Sonoma County Fair, Santa Rosa, Sports Center, San Bernardino Sports Pavillion at The Farmers Fair, Lake Perris Sports Pavillion, San Bernardino Cty. Fair, Victorville Surfside Race Place at Del Mar, Del Mar Sycuan Gaming Center, El Cajon Alpine Watch & Wager, Antelope Valley Fgds, Lancaster
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: June 17, 2022: Arlington, Belmont, Assiniboia, Australian Racing, Beulah, Calder Racecourse, Canterbury Downs, Charles Town, Churchill Downs, Delaware, Downs at Albuquerque, Ellis Park, Emerald Downs, Evangeline Downs, Fort Erie, Gulfstream, Hastings Park, Hawthorne,



April 19, 2023

Mr. Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 250
Sacramento, CA 95815

RE: 2023 California Authority of Racing Fairs (CARF) ADW Approvals

Dear Larry,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of CARF 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 CARF, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, CARF shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on CARF and other Thoroughbred races during the 2023 race meetings, as follows:

1. California wagering on CARF races:

- a. TVG, XpressBet, TwinSpires, 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, TwinSpires, 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).

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

CHAIRMAN: GARY FENTON

PRESIDENT & CEO: WILLIAM A. NADER

EXECUTIVE DIRECTOR: JORDYN EGAN

NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL

SoCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

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

- a. TVG, XpressBet, TwinSpire, 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 CARF races:

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than 7.5% 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 45% 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.

Very truly yours,



Jordyn Egan, Executive Director

cc: Heather Haviland, Wayne Atwell



Pacific Coast Quarter Horse Racing Association

April 19, 2023

Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2023 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This letter confirms that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2023 racing season. Commencing June 2023 and continuing through October 2023, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, and NYRA may accept wagers from California residents on races conducted at CARF, and races run at tracks located outside of California.

PCQHRA understands that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated April 19, 2023.

Please feel free to contact me if you have any questions.

Sincerely,

Dino Perez
Executive Director

Indiana Downs, Keeneland, Kentucky Downs, Laurel, Lone Star, Louisiana Downs, Monmouth, Mountaineer Park, Aqueduct, Belmont, Saratoga, Penn National, Philadelphia Park, Pimlico, Presque Isle, River Downs, South American Racing, Suffolk Downs, Sunland Park, Sunray Park, Tampa Bay, Thistledown, Turfway Park, Turf Paradise, United Kingdom, Woodbine

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Amwest Entertainment, Amwest Accounts Greenbrier (WV) Riders Up (SD) Time Out Lounge (SD) , Triple Crown (SD) Arapahoe-Mile High Arima Race Club Arlington I Atlantic City Racecourse Balmoral Balmoral ADW (BETZOTIC) Bangor Raceway Batavia Bettor Racing Beulah Park Birmingham Bluffs Run Greyhound Buffalo Raceway Canterbury Capital District OTB Catskills OTB Charles Town Race Course Chester Downs & Marina LLC Churchill Downs Club Hipica InTurf Coeur d' Alene Casino Colonial Downs Colonial Downs Phone Bet Columbus Raceway Connecticut OTB , Bradley Teletheater, Bristol New Britain, Norwalk, Milford East Haven, Hartford, Putnam Shoreline Star, Sports Haven Torrington, Waterbury Manchester, New London , Willimantic, Sanford OTB John Martin's Manor Restaurant , Connecticut OTB ADW Coughatta Casino Paragon Casino Ho-Chunk Casino and Racebook , Mohegan Sun Casino Oneida Bingo and Casino , Pony Bar Simulcast Center Tote Investment Racing Randall James Racetrack, Millenium Racing Royal Beach Casino, Divi Carina Bay Casino Fair Chance, Winner's Circle, Camouflage Gaming Corpus Christi Greyhound Delaware Delta Downs Derby Jackpot, Dover Downs Dubuque Greyhound Elite Turf Club (1 to 12) Ellis Park Emerald Downs Evangeline Downs Evangeline Downs AWA Fair Grounds Fair Grounds ADW Fair Meadows Favorites at Gloucester Finger Lakes Fonner Freehold Gillespie County Fair Global Wagering Solutions, Bwin International Ltd. Intl Betting Assoc. Ltd Magna Bet Race bets , Greenetrack Greyhound @ Post Falls Gulf Greyhound Gulfstream Harrington Raceway Harrington Bets (DE regional) Hawthorne Race Course Hawthorne ADW Hazel Park Hoosier Park Horseman's Park Idabet Indiana Downs Clarksville/Evansville OTB Intermountain Racing Keeneland Keeneland Select ADW Kentuck Downs Kentucky OTB Lebanon Les Bois (Treasure Valley) Lewiston OTB's Lien Games, Rumors OTB, Skydancer Casino OTB, Chips Lounge and Casino Howard Johnsons OTB Lien Games ADW Bet America and Offtrackbetting Lone Star, Louisiana Downs, LVDC: Atlantis Paradise Casino Avatar Ventures Buffalo Thunder Resort Foxwoods Resort Casino Meskwaki Bingo & Casino Maronas (South America) Maryland Jockey Club Maywood Meadowlands Meadows The Meadows The (ADW) - PA regional Millers OTB Mobile Greyhound Monmouth Park Montana OTB Monticello Mountaineer Park Mt. Pleasant Meadows Nassau Regional OTB New Jersey Casino Assoc. Nevada Pari-Mutuel Assoc. Newport Jai Alai NJ Bets (ADW) Northfield, Cedar Downs OTB, Northville NYRA NYRA Account Wagering Oaklawn Ocean Downs Panama PARX PARX Phone Bet Penn National Penn National Telebet Peru Plainridge Race Course Plainridge Telephone Wagering Player Management Group Pocono Account Wagering Pocono Downs and OTB Portland Meadows Potawatomi Casino/ OTB Prairie Meadows Premier Turf Club Presque Isle Downs Raceway Park Racing2Day LLC Racing2Day Intl. (Stan James) Remington Park , Remington OTB Network Retama Racing & Gaming Services Rillito Park River Downs Rockingham Park Rockingham Account Wagering Ruidoso Downs Running Aces Harness Park Saddle Brook Park Sam Houston, Turfway Park TVG Chester TVG Network Saratoga Harness Raceway Saratoga Bets (ADW) Scarborough Scioto Downs Seabrook Greyhound Social Gaming Sol Mutuel Southland Greyhound Sports Creek Raceway State Fair (Lincoln, NE) Suffolk District OTB Suffolk Downs Sunland Park SunRay Park & Casino Tampa Bay Downs Taunton Acct Wagering Taunton Dog Track Inc. The Downs at Albuquerque Thistledown Tioga Downs Tri-State GH (Mardi Gras) Turf Paradise Turf Paradise Bets (ADW) TVG Prairie Twin River Greyhound TwinSpires TwinSpires High Volume Velocity Wagering Ltd. Venezuela OTB Vernon Downs WatchandWager Western OTB

Wheeling Downs Will Rogers Downs Wyoming OTB Wyoming Downs XpressBet Yonkers Raceway Yonkers ADW Youbet Group 1 Zia Park 123Gaming / Separate Pool Locations Camarero (Puerto Rico) Caymanas (Jamaica) Codere (Mexico/Spain) MIR Books (Caliente) NDS Books (Nevada) Tabcorp (Australia) Tattsbet (Australia) New Zealand Racing Board / Canadian Locations: Alberta Downs, Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Inverness Raceway Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton, Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters, Truro Raceway, Valley Greyhound Park, Western Fair, Woodbine,

- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce, Firehouse Restaurant, Bakersfield, Santa Clarita Lanes, Santa Clarita, Tilted Kilt, Thousand Oaks, Sammy's Restaurant & Bar, Mission Viejo.
- G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".
N/A

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 fifty (50) imported Thoroughbred races statewide. The limitation of fifty 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
See 11D		

- H. List imported simulcast races the fair plans to receive during the racing meeting 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
Los Alamitos	Quarter Horses	Per CHRB Calendar	Full Card
Cal Expo	Standardbreds	Per CHRB Calendar	Full Card

- I. 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 agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair 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 a fair 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 fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each 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 fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each 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. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Mike Parker
Clerk of Scales	Stephen Fisher
Clerk of the Course	Tina Walker
Film Specialist	Danny Winnick
Horse Identifier	Gary Greiner
Horseshoe Inspector	Augustine Rayas
Paddock Judge	Danny Winick
Patrol Judges	Jayne Thomas & ?
Placing Judges	Myra Troske & Thomas Smith
Starter	Todd Stephens
Timer	Jelina Pike

B. Management officials in the racing department:

Director of Racing	Larry Swartzlander
Racing Secretary	Tom Doutrich
Assistant Racing Secretary	Linda Anderson
Paymaster of Purses	Heather Haviland
Others (identify by name and title)	

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Wendy Frazier, 13136 Ivey Road, Herold, CA 95638 916-956-3914

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 USA – Bill O'Brien (Expires 12/7/25)

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 Communication, Inc. – Jim Porep) Contract (Expires 4/30/28) Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)

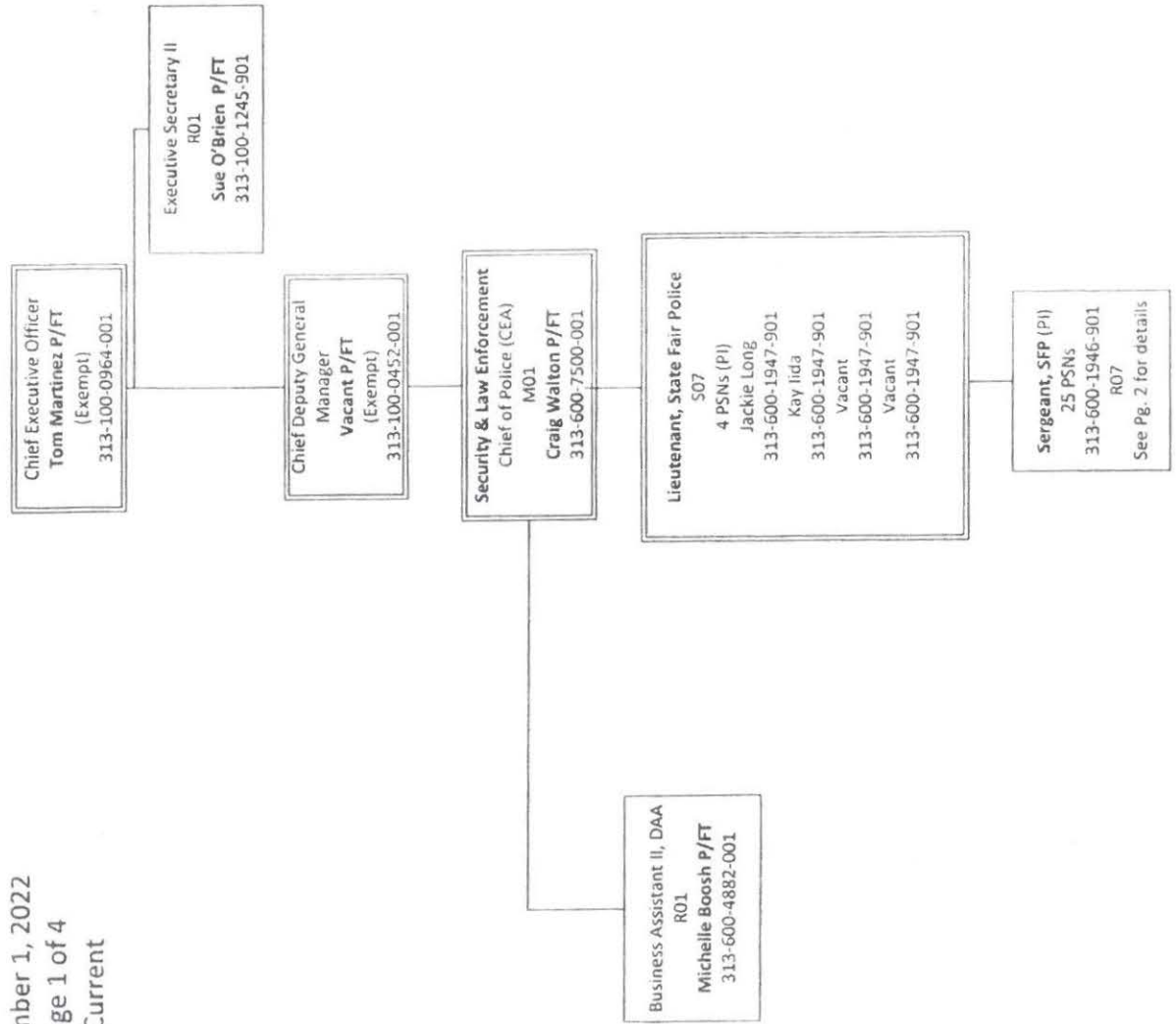
F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communication, Inc. – Jim Porep - Contract (Expires 4/30/2028)

14. 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

California Exposition & State Fair Police Department

December 1, 2022
Page 1 of 4
Current



Approved By:
Chief Craig Walton

Lieutenant, SFP
(R07)
4 PSNs (PI)
See Page 1 for details

Sergeant, SFP (R07)
10 PSNs (PI)

Steven Bird (RA)
313-600-1946-901
Terry Cooley (PI)
313-600-1946-901
Dennis DeAnda (RA)
313-600-1946-901
Brian Elmore (PI)
313-600-1946-901
Tracey Jacobs (PI)
313-600-1946-901
Leeannetra Marchese (PI)
313-600-1946-901
John Savage (PI)
313-600-1946-901
Sean Saylor (PI)
313-600-1946-901
Matthew Silva (PI)
313-600-1946-901
Chris Vlamis (PI)
313-600-1946-901

Sergeant, SFP (R07)
15 PSNs (PI)

David Hunt (RA)
313-600-1946-901
Vacant (RA)
313-600-1946-901
Caryn King (RA)
313-600-1946-901
Marc Kirkland (RA)
313-600-1946-901
Vacant (RA)
313-600-1946-901
Darrell Martin (RA)
313-600-1946-901
Scott Smith (RA)
313-600-1946-901
Joseph Wagstaff (RA)
313-600-1946-901
Theodore White Jr. (RA)
313-600-1946-901
Chris O'Connor (PI)
313-600-1946-901
John Mifsud (RA)
313-600-1946-901
Vacant
313-600-1946-901
Vacant
313-600-1946-901
Vacant
313-600-1946-901
Vacant
313-600-1946-901

Sergeant, SFP (R07)
25 PSNs (Pl)
See page 2 for details

State Fair Worker (Security Guard) (E) 19 PSNs (Temp) Teresa Fulwiler (RA) 313-600-5999-901 Stephen Hanson (RA) 313-600-5999-901 Rachel Herrera (RA) 313-600-5999-901 Randolph Trasvina (RA) 313-600-5999-901 Anna Adams (Temp) 313-600-5999-901 Ernesto Aguilar (Temp) 313-600-5999-901 Cecilia Andrade (Temp) 313-600-5999-901 Constance Birdsong (Temp) 313-600-5999-901 Kristin Brau (Temp) 313-600-5999-901 Jayson Broadbent (Temp) 313-600-5999-901 Vacant (Temp) Rena Burch (Temp) 313-600-5999-901 Vacant (Temp) Cheryl Burroughs (Temp) 313-600-5999-901 Trevon Carter (Temp) 313-600-5999-901 Vacant (Temp) Vacant (Temp) Alonso Concepcion (Temp) 313-600-5999-901	State Fair Worker (Security Guard) (E) 13 PSNs (Temp) Huesha Douglas (Temp) 313-600-5999-901 Robert Driver (Temp) 313-600-5999-901 Vacant (Temp) 313-600-5999-901 Henry Espineli (Temp) 313-600-5999-901 Jorge Figueroa III (Temp) 313-600-5999-901 Darien Gabriel (Temp) 313-600-5999-901 Quinn Gaskins (Temp) 313-600-5999-901 Eric Gonzales (Temp) 313-600-5999-901 John Gonzales (Temp) 313-600-5999-901 Lisa Gonzales (Temp) 313-600-5999-901 Gabriel Grant (Temp) 313-600-5999-901 Mark Hamel (Temp) 313-600-5999-901 Odel Hamilton (Temp) 313-600-5999-901	State Fair Worker (Security Guard) (E) 20 PSNs (Temp) Ronald Harlow (Temp) 313-600-5999-901 Edwrick Hayes (Temp) 313-600-5999-901 Lola Henderson (Temp) 313-600-5999-901 Ruby Howard (Temp) 313-600-5999-901 Darlene Ivey (Temp) 313-600-5999-901 Jerry Kelley (Temp) 313-600-5999-901 Floyd Kennedy Sr. (Temp) 313-600-5999-901 Hope Kroon (Temp) 313-600-5999-901 Bonnie Lau (Temp) 313-600-5999-901 Erlinda Lozano (Temp) 313-600-5999-901 Teresa Lueras (Temp) 313-600-5999-901 Vladislav Malyuk (Temp) 313-600-5999-901 Vacant (Temp) Brian Mazor (Temp) 313-600-5999-901 Eddie Monroe (Temp) 313-600-5999-901 Blas Montalvo (Temp) 313-600-5999-901 Melanie Moore (Temp) 313-600-5999-901 Vacant (Temp) 313-600-5999-901 Susan Murdoch (Temp) 313-600-5999-901 Vacant (Temp) 313-600-5999-901	State Fair Worker (Security Guard) (E) 19 PSNs (Temp) Troy Palma (Temp) 313-600-5999-901 Vacant (Temp) Claudia Reyes (Temp) 313-600-5999-901 Shawn Rowe (Temp) 313-600-5999-901 Danielle Schaffer (Temp) 313-600-5999-901 Anthony Schultz (Temp) 313-600-5999-901 Christina Scott (Temp) 313-600-5999-901 Toni Shaul (Temp) 313-600-5999-901 Vacant (Temp) Jasmine Stevens (Temp) 313-600-5999-901 Willie Sumpter Sr. (Temp) 313-600-5999-901 Vacant (Temp) 313-600-5999-901 Vacant (Temp) 313-600-5999-901 Vacant (Temp) 313-600-5999-901 Janet Willis (Temp) 313-600-5999-901 Rebecca Woods (Temp) 313-600-5999-901 Vincente Yee (Temp) 313-600-5999-901 Kristina Zapata (Temp) 313-600-5999-901	State Fair Worker (Security Guard) (E) 6 PSNs (Temp) 6 Vacant PSNs 313-600-5999-901 313-600-5999-901 313-600-5999-901 313-600-5999-901 313-600-5999-901	State Fair Worker (Office Assistant) (E) 4 PSNs (Temp) Tracie Lockie (Temp) 313-600-5999-901 Vacant Vacant 313-600-5999-901 Vacant 313-600-5999-901	State Fair Worker (Dispatcher) (E) 8 PSNs (Temp) Caryn Gardner (Temp) 313-600-5999-901 Bonnie Garcia (RA) 313-600-5999-901 Michael Kaye (RA) 313-600-5999-901 Monguyen Kim (Temp) 313-600-5999-901 Debra McGlynn (RA) 313-600-5999-901 Eleanor (Sue) Paulson (Temp) 313-600-5999-901 Marquita Trezvant (Temp) 313-600-5999-901 Theresa Walker (Temp) 313-600-5999-901	Security Guard (R15) 22 PSNs (Pl) Gregorio Wesley-Smith (RA) 313-600-1985-901 Duane Adams (Pl) 313-600-1985-901 Vacant (Pl) 313-600-1985-901 Vacant (Pl) 313-600-1985-901 James Caravallo (Pl) 313-600-1985-901 Indarjit Chahal (Pl) 313-600-1985-901 Vacant (Pl) 313-600-1985-901 Charles Crane (Pl) 313-600-1985-901 Vacant (Pl) 313-600-1985-901 Vacant (Pl) 313-600-1985-901 Mary Fears-Ratliff (Pl) 313-600-1985-901 Jesse Floyd (Pl) 313-600-1985-901 David Ford (Pl) 313-600-1985-901 Anthony Martinez (Pl) 313-600-1985-901 Curtis Murdoch (Pl) 313-600-1985-901 Mechele Schultz (Pl) 313-600-1985-901 Cherri Seely (Pl) 313-600-1985-901 Frank Tabaka (Pl) 313-600-1985-901 Tevita Tupou (Pl) 313-600-1985-901 Russell Wagner (Pl) 313-600-1985-901 Gindi White (Pl) 313-600-1985-901 Connie Woods (Pl) 313-600-1985-901
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and contact telephone numbers. Chief Craig Walton-916-263-3050 Organizational chart Attached.

- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Gate Person 9 Police Officers, - 5 supported by roving patrol and 3-110 member Cal Expo Police Department.
 - 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.
 - b. Number of security guards in the detention stall area during a 24-hour period. One.
 - c. Describe number and location of surveillance cameras in detention stall area. Surveillance cameras at each end of the detention shed row and two in between.
 - 3. TCO2 Testing:
 - a. Number of races to be tested and number of horses entered in each race to be tested. All horses in thoroughbred races where the number is determined by a random algorithm generator.
 - b. Plan for enhanced surveillance for trainers with high-test results: Trainer with high test results will be moved to the detention area.
 - c. Plan for detention stalls for repeat offenders: Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance.
 - d. Number of security personnel assigned to the TCO2 program: One (1) 24-hour security guard when detention stalls are occupied.
- C. Describe the electronic security system. CARF surveillance equipment and program that travels between racing fairs.
 - 1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area.

15. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response, 1101 Fee Dr., Sacramento, CA 9515 916-563-0838
 - 1. Attach a certification from the ambulance service(s) listed in 15.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: Royal Ambulance Service; HQ – ALAMEDA COUNTY 14472 Wicks Boulevard San Leandro, CA 94577 info@royalambulance.com; 877-995-6161
 - 1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

April th, 202

To Whom It May Concern;

American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. All of our paramedic staff are licensed with the California Emergency Medical Services Authority (EMSA) in addition to being accredited by the LEMSA (local emergency medical services) in the area(s) in which they are practicing. The current status of any Paramedic License can be verified by CA EMSA on their website: <http://www.centralregistry.ca.gov/Search.aspx>. In addition to annual inspections by the LEMSA, our vehicles are inspected and permitted annually by the CHP. Specific personnel licenses or vehicle permits are available for viewing on request at the local AMR Sacramento office.

Please feel free to contact me if you require further information.

Sincerely,
Mark Mendenhall
Operations Manager
AMR – Sacramento County



Compassion. Commitment. Caring

March 31, 2023

Tiffany Loushin
Alameda County Fairgrounds
4501 Pleasanton Ave
Pleasanton, CA 94566

Royal Ambulance Inc. is compliant with all Federal, State and local requirements to operate as an Ambulance Company in Alameda County and other jurisdictions where we provide service. Our EMT's are Certified by the California Emergency Medical Services Authority and copies of the Certifications will be provided upon request

Sean Young

Operations Manager
14472 Wicks Blvd
Sant Leandro, CA 94577
510-568-6161

- C. Describe the on-track first aid facility, including equipment and medical staffing. The on-site First Aid facility and racetrack ambulance contain all equipment and supplies necessary for advanced life support of any emergency and in compliance with all Sacramento County and California Highway Patrol requirements. The racetrack ambulance is staffed by 1 paramedics and emergency medical technician and the on-site first aid facility is staffed by paramedics and emergency medical technicians. The equipment list attached can be found on the Sacramento County EMS web site and here is that link to the PDF. <http://www.dhhs.saccounty.net/PRI/EMS/Documents/PoliciesProceduresProtocols/2000/PP-2030%20Advanced%20Life%20Support%20Inventories.pdfz>
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Breena Silzinoff, N.P. 559-977-8477
- 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: UC Davis Medical Trauma Center Specializing as a Level 1 Trauma Center 2315 Stockton Blvd., Sacramento, CA 95817-916-734-2011; 3 Miles Sutter Medical Center 2801 L Street Sacramento, CA 95816 916-887-0000; 3.4 Miles Kaiser Permanente Hospital Specializing in orthopedic and cardiac treatment 2025 Morse Ave. Sacramento, CA 95825-916-817-5660 2 Miles Mercy General Hospital Specializing in cardiac treatment 4001 J. St., Sacramento, CA 95819 916-453-4553 1 ½ 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): Matt Cranford, Deputy Fair Manager will be the Health and Safety officer and Kyle Brown, Staff Services Manager II will be the Assistant 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 fair and the number of the insurance policy (if self-insured, provide details): California Fair Services Authority
- 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 fair 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 (2) 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

Item #15F English:

California State Fair Racing Accident Procedures

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.
2. A member of the track security staff shall proceed to the Jockey's Room to secure the ambulance transfer area and prevent visitation from bystanders away from the accident area.
3. A member of the track security staff shall be responsible for escorting emergency vehicles.
4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff/Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses and property.
2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.
3. The track veterinarian shall make the decision as to the necessity of euthanasia on the track.
4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.
5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person or horse from the track.

Plant Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.
2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc), enabling them to take the necessary steps to mitigate additional problems.

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.
2. An additional member of the management team should report to the video department in order to monitor the scene and determine the extent of video coverage to be transmitted to the public.
3. A member of the management team should provide input as to announcements to be made by the track announcer.
4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family members of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.
5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

All Department heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

Item #15 F Spanish:

Procedimiento en caso de Accidente en California State Fair

De ocurrir un accidente en el hipodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siempre que lo necesario para tratar a la(s) víctima(s).

Seguridad

1. Tan pronto como sea posible, un miembro de seguridad del hipodromo deberá reportarse al lugar del accidente y desde ahí recibir las instrucciones del Paramédico responsable del lugar del accidente. El miembro de seguridad será responsable de mantener a los transeúntes fuera del lugar del accidente..
2. Un miembro del departamento de seguridad del hipodromo se acercará al cuartel del jockey para asegurar el área donde la ambulancia estará y prevenir que transeúntes y personas ajenas se acerquen.
3. Un miembro de seguridad del hipodromo será responsable de escoltar a los vehículos de emergencia..
4. Los miembros de seguridad serán responsables de controlar a la multitud.

Personal de Carreras/Veterinario del hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta deberá sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.
2. Los caballos muy mal heridos deberán ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.
3. El veterinario del hipodromo deberá decidir si se sacrifica al caballo en la pista.
4. Sea posible hacerlo, se debe colocar la pantalla/screen para tapar la vista al público, antes de iniciar el procedimiento de sacrificio del animal.
5. Los Outriders son responsables de remover cualquier desecho en la pista después de que la persona o caballo accidentado haya sido trasladado del lugar.

Personal de Planta/Plant Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.
2. Los miembros del departamento de planta que esten cerca del accidente deberan ayudar a fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsable del lugar del accidente.

Locutor

El locator debera informar a los jinetes acerca de los detalles de la situacion (como la ubicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.
2. Otro representante de la gerencia debera informar al departamento de videio para monitorear la escena y ver la cobertura de video que sera transmitida al publico.
3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.
4. Un miembro de la gerencia sera responsable de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.
5. Todos los anuncios publicos y respuestas a la prensa las realice unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todo los Jefes de Departamento

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.927.7223 Fax: 916.263.3341
www.calfairs.com

May 25, 2023

California Horse Racing Board
Attn: Scott Chaney
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Mr. Chaney,

The following information is provided for you in response to the items missing from the 2023 Race Meet Applications for the California State Fair.

Fire clearance in compliance with Board Rule 1927. Provide any appropriate requests for extension and/or exemption. (Item 15H)

The Fire Inspection has been completed. All deficiencies noted have been corrected and a reinspection will be conducted next week. No major deficiencies were noted and expect a final approval to be issued.

Regards,

Larry A. Swartzlander
Executive Director, CARF



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

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-34-91-0001-00024

JURISDICTION: Life Safety North

BUILDING OWNER:

HORSE / BACKSTRETCH

BUILDING NAME: BARNs A-Z

BUILDING ADDRESS: 1600 Exposition Blvd, Sacramento, CA 95815

INSPECTION INFORMATION

Inspection Number : 142622

Inspection Type: Annual

Inspection Date : 06/12/2023

Inspection Status : Passed

Inspector: Cliff DuGranrut

Inspection Hours : 0.5

Inspector Signature:

Travel Hours : 0

Inspection Comments: An inspection of the Backstretch Stables has been performed. Deficiencies have been corrected and no further inspections are required. The facility is clear to occupy per the CHRB requested inspection.

Accompanied By:

Signed: 06/13/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety North at (916) 568-3826 for assistance.



Alameda County Fire Department

FIRE PREVENTION

www.acgov.org/fire

WILLIAM L. McDONALD
Fire Chief

**COUNTY
FIRE PREVENTION**

6363 Clark Street
Dublin, CA 94568
Tel (510) 632-3473
Fax (925) 875-9387

**DUBLIN
FIRE PREVENTION**

100 Civic Plaza
Dublin, CA 94568
Tel (925) 833-6606
Fax (925) 829-9248

**EMERYVILLE
FIRE PREVENTION**

1333 Park Avenue
Emeryville, CA 94608
Tel (510) 596-3759
Fax (510) 450-7812

**NEWARK
FIRE PREVENTION**

37101 Newark Blvd.
Newark, CA 94560
Tel (510) 578-4218
Fax (510) 578-4281

**SAN LEANDRO
FIRE PREVENTION**

835 E. 14th Street
San Leandro, CA 94577
Tel (510) 577-3317
Fax (510) 618-3445

**UNION CITY
FIRE PREVENTION**

34009 Alvarado-Niles Road
Union City, CA 94587
Tel (510) 675-5470
Fax (510) 487-2117

March 29, 2023

Jerome Hoban, CEO
Alameda County Fair
4501 Pleasanton Avenue
Pleasanton, CA 94566

RE: Annual Stable Area Inspections

Dear Mr. Hoban:

ACFD conducted inspections of the stable area on 3/9/23. Only maintenance items were present in the facility. No fire code violations were present as of the 3/16/2023 inspection.

Sincerely,

Bonnie S. Terra
Division Chief



April 13, 2023

To: California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, Ca 95815

Re: California Exposition
1600 Exposition Blvd
Sacramento, CA 95815

Please be advised that the California Exposition is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

- | | | |
|----|------------------|---|
| A. | Primary Coverage | \$250,000 self-insured retention California Fair Services Authority
Coverage continuous until cancelled |
| B. | Excess Coverage | (a) Workers' Compensation: Statutory Limit in excess of \$250,000
(b) Employers' Liability: \$4,750,000 in excess of \$250,000
Coverage provided by CSAC Excess Insurance Authority
Term: 7/1/2023 to 7/1/2024 |

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the California Exposition as set forth in California Horse Racing Board's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,

Mario Castagnola

Mario Castagnola
Risk Analyst

1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO, CA 95815
PHONE: (916) 921-2213 | FAX: (916) 646-1238

WWW.CFSA.ORG

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.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. 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: Spectre, LP (Ovations), 4501 Pleasanton Drive, Pleasanton, CA 94566.
- B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. 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: The total media buy for the 2023 California State Fair is \$800,000 with an estimated \$400,000 in trade and promotions. Horseracing advertising, promotions and marketing will be included in the overall messaging.
Promotional/Marketing budget for prior race meeting: The total media buy for the 2022 California State Fair was \$800,000 with an estimated \$400,000 in trade and promotions. Horseracing advertising, promotions and marketing will be included in the overall messaging.
- C. Number of hosts and hostesses employed for meeting: 8
- D. Describe facilities set aside for new fans. Reserved grandstand seating will be made available to blue ribbon season pass holders. We will also offer horse racing 101 workshops, and are working on securing new group events that will be held on the grass area to the left of the apron. New tote board signage and new entryway signs will also enhance the customer experience. New events that will be taking place National Wiener dog races, California State Fair Corn hole competition, California State Fair Brew Fest and the California State Fair Car Show.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen see below
 2. Fans see below

3. Facilities in the restricted areas Additional marketing through online discount offers will take place. The blue ribbon will continue to brand the State Fair as a celebration of living in the moment in all of the marketing elements. Marketing tactics: Broadcast TV/Cable advertising 5 weeks of ads leading up to and during the Fair English and Spanish ads Horse racing is a featured attraction Radio advertising 8 weeks of recorded radio ads 2-week flight for advance ticket sales in April and 6 weeks leading up to and during the Fair English and Spanish ads in the Sacramento and Stockton Markets On-site and on-air promotions Outdoor advertising 23 high traffic billboards Thoroughbred Horse Racing will be featured on Digital and Static Billboards Nearly 45 million estimated impressions Transit shelters in midtown Sacramento and high traffic commuter areas Print advertising Sacramento Bee Sactown Magazine Sacramento Magazine Sacramento News & Review Sacramento Observer Outward Magazine Dozens of Community Newspapers 20,000 flyers and postcards delivered to potential competitive exhibitors and community events Digital Marketing Banners (Desktop & Mobile) Automated box seat marketing campaigns to targeted lists (previous purchasers and area businesses) Online video Social advertising via Facebook and Twitter Daily emails/newsletters highlighting events and activities as the Fair Social Media Outreach Daily posts on Facebook, Twitter and Instagram Live streaming via Facebook and Instagram Awards and Recognition International Association of Fairs and Expositions (IAFE) Best of Show, Best Marketing Campaign and 13 other First Place Categories 16 Western Fair Association media and marketing awards American Advertising Federation - Sacramento ADDY Gold Award for Overall Marketing Program Facebook Likes: 183,864 Twitter Followers: 9,549 Instagram Followers: 8,825a

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.
- | | |
|------------------------------|--|
| Admission (general) | \$12.00 - \$14.00/w Fair Admission |
| Admission (clubhouse) | Free |
| Reserved seating (general) | Box Seats \$3.00 Seat only No Fair Admission |
| Reserved seating (clubhouse) | Free |
| Parking (general) | \$15 |
| Parking (preferred) | \$5 |
| Parking (valet) | N/A |
| Programs (on-track) | \$2.75 |
| (off-track) | \$2.75 |
- B. Describe any "Season Boxes" or other special accommodation fees. 9-Day Season Box Seat Package; \$650 for premium boxes surrounding finish line; \$550 for all other box seats
- C. Describe any "package" plans such as combined parking, admission, and program. Package includes: One private box (6 seats total); One sponsored race; 6 Official racing programs (per day); 66 general admission passes to the California State Fair; One general lot parking pass (Good for racing days only); Preferred lot parking pass (good for racing days only).

19. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters.
- | | |
|--|--|
| ☒ Corners (lockers and cubicles) | How many 43 |
| ☒ Showers | ☒ Steam room, sauna, or steam cabinets |
| ☒ Masseur | ☒ Food/beverage service |
| | ☒ Lounge area |
| | ☒ Certified platform scale |
- B. Describe the quarters to be used for female jockeys. Separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) on (date) N/A.
- B. Number of rooms used for housing on the backstretch of the racetrack: 22
- C. Number of restrooms available on the backstretch of the racetrack: 8 (Total commodes: 17)
- D. Estimated ratio of restrooms to the number of backstretch personnel: 25-1

21. 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. Organic dirt, silt, clay, sand, and Fir bark (composition and amendments per routine lab tests)
- C. The percent of cross slope in the straightaways is: 5.3-5.4%
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. Inside Rail- Maw Safe Rail
Outside Rail- Steriline Aluminum Racing Rail Both rails will be set at 38" to 42" from the level of the race course
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the fair 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.

22. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements 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. 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, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions.
- E. Absent natural disasters or causes beyond the control of the fair, 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 fair, 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.



2023

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2023 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

AGREEMENT

THIS AGREEMENT is entered into between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A (and Section 2.1), herein referred to as "TRACK" or "TRACKS" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

I. TERM

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2023.

II. STATUS OF THE PARTIES

2.1 TRACKS. Each TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF"). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate, and contract on their behalf with TOC for the matters specified in this agreement.

CARF warrants and represents that it has been expressly authorized by TRACKS to enter into this agreement and that this agreement shall be binding upon all such TRACKS, their members, agents, employees, and officials during the term of the agreement. The TRACKS specifically authorizing CARF include the: Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and the Fresno District Fair.

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred racehorses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III.

DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

3.1 CARF and TRACKS, and TOC acknowledge and agree that disbursements made by TRACKS to TOC and California Thoroughbred Trainers, Inc. ("CTT"), and to the horse owners in the form of purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACKS agree that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds, to be paid to CTT, in trust, for the California Thoroughbred Horsemen's Foundation, Inc.; and 1% for a pension program for backstretch personnel to be administered by CTT.

(b) Before the distribution of stakes and purses, the Gross Distribution shall be reduced by up to an additional 1-3/4%, as directed by TOC, paid to NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

3.3 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 are 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, further, 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.

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2023 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60th) day after the close of the 2023 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse money generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agrees to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60th (sixtieth) day after the close of the Fresno Fair 2023 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the Fresno Fair 2023 Meet, TRACKS agrees to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations and pay the difference owed from the prior estimated payment.

IV.

AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACKS and that TOC shall continue as a such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at

TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 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, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2023 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of a TRACK's violation of 4.3 above, a TRACK or TOC, as the case may be, may give at least forty-eight (48) hours of written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

- (a) The submission of such claim to the CHRB for resolution; or,
- (b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including monetary damages, specific performance, and/or injunctive relief.

V. RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 15% of the total purse distribution shall be paid as stakes in each race meet during the term of this agreement except for Alameda County Fair whereas purses for stakes races shall not exceed 20% of the total purse distribution.

(b) Unless expressly agreed otherwise by TOC, CARF and TRACKS shall ensure that all stakes races offered, whether offered as a scheduled or overnight stake 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. The 2023 Stakes Schedule is included for reference in Attachment B.

For all other 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 24 (twenty-four) 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 equipped with a video camera, a communications device, and 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.

(c) In 2023, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise, the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule are approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two 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.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated in Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

5.4 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 Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C without first obtaining the written approval of TOC, which will not be

unreasonably withheld.

5.5 “Dates” preference for entries will be as agreed upon by the TOC and CARF Racing Secretary.

5.6 The parties agree that races for the amount of \$2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at CARF TRACKS.

5.7 (a) Maiden races shall not be written for a claiming price of less than \$5,000.00 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500, except at Humboldt County Fair where claiming races shall not be written for a claiming price of less than \$1,600.

(b) Racing Secretaries will offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use 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 except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than five (5) separate wagering interests with at least three different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) 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 receives 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 canceled 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.

5.8 Purses for all races run at the \$10,000 level and below during the 2023 Meet will be divided as follows:

- Fifty-five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one-half percent (7.5%) for fourth; and,
- Two and one-half percent (2.5%) for fifth;

Purses for all races run above the \$10,000 level and above during the 2023 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth.

5.9 A “Participation Purse” in the amount of \$450.00 as determined by TOC in its sole discretion 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 leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

5.10 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

VI. CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.
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 qualifying claiming races, but including overnight stakes races, allowance races, and non- claiming maiden races shall be paid by TRACKS 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

California-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 California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. 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.

Furthermore, CARF and TRACKS and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meets, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. CARF and TRACKS shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

VII. MUTUAL COOPERATION

7.1 (a) CARF and TRACKS, and TOC represent to and agree with 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 advisable and to their mutual best interests that any differences of opinion between them with respect to 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.

Such matters include but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster and retain public goodwill toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane and maintaining the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement which requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, and postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other

persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACKS shall provide stalls for thoroughbred horses at each Track in an amount not less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

8.2 TRACK shall provide such auxiliary training facilities as are required to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment D hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) If any owner asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the owner so claiming shall submit his or her claim to TOC, and if TOC finds the claim meritorious may represent the owner and present the such grievance to TRACKS and if appropriate to the CHRB.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meets contemplated to be held by TRACKS. TRACKS shall endeavor to accommodate California-domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible unless the horses are physically unfit to race. Stall rental charges for horses that do not participate in the race meet will be as described in

Attachment D.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACKS reserve the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each TRACK is responsible to provide a current update to CARF and the specific horsemen for accounts receivable.

8.5 A Horsemen-Management Committee may be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACKS. All matters concerning problems of the Horsemen with the TRACKS, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

In making its determination as to the availability of stall space for each such horse TRACK shall adhere to the following standards:

(a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining their eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in the TRACKS' condition books or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACKS' stall space within 48 hours.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NCOTWInc, TRACKS shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACKS shall pay for tattooing only for horses entered to race on the overnights. TRACK shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at Golden Gate Fields and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

8.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Reservations shall be mailed by applicant to TRACK not less than 22 days prior to the opening of the race meet.

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2023 Meet.

8.9 TRACKS will maintain their racing surfaces in good condition for thoroughbred racing and training and agree to promptly rectify any condition unsafe to racehorses during their meet. Golf courses controlled by TRACKS shall be limited to play during each day from early morning to two hours before the first post. TRACKS shall not conduct any activity on the racing surfaces hazardous to horsemen or horses.

8.10 TRAINING FACILITIES - At all times when TRACKS are being used as a RACE MEET, TRACKS will cause their main track to be open at 6:00 A.M. and to remain open until 10:00 A.M. every day of the week.

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2023 Meet. Such cleaning shall occur on the day that 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.

8.12 The following are the workout criteria that will be in effect for the 2023 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2023 Fair meetings are as follows:

- a) Two year olds:
 - i) First-time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
 - ii) First-time starters in races six furlongs or over three works, one of which is at least five-eighths mile and a gate OK.
- b) Three year olds and up:
 - i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
 - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval

- iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, 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 five-eighths mile work since that race, except for two-year olds running less than five-eighths 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 prior to entry.
- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2023 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of the such device(s) during the 2023 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.

8.14. 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).

8.15. 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 11:00 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.

8.16. Unless agreed otherwise in writing by the parties, TRACKS 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 line during the TRACKS’ 2023 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they 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 by the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race canceled 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. CARF and TRACKS, 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.

IX. PURSE AND STAKES SCHEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES

9.1 CARF or TRACKS shall contact the TOC immediately when a TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACKS shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2023, agree to consolidate administration and distribution of purses, including consolidation of purse underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs including Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for the administration and distribution of purses, according to the authorization described in the statute.

9.3 If at the close of its meet CARF shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the total amount of the overpayment shall be deducted from the purse funds received during the next racing meeting conducted by CARF unless otherwise agreed to by the

Parties. In furtherance of that point, the Parties agree that as of April 31, 2023, the CARF purse account will be underpaid by \$453,489.20 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing.

9.4 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than \$250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a CARF race meet as mutually agreed by CARF and TOC; or

(b) if greater than \$250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.5 TRACKS shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

X. FORCE MAJEURE

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACKS pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACKS pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACKS or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACKS or TOC.

XI. SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

11.1 TRACKS shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 TRACKS shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 6:00 A.M. and 8:00 P.M. on racing days and 6:00 A.M. and 2:00 P.M. on non-racing days.

XII. FACILITIES FOR TOC REPRESENTATIVES

12.1 TRACKS will provide, wherever practical and possible, an adequate office near the Racing Secretary's office equipped with a desk, telephone, and internet access for the use of TOC's authorized representatives.

12.2 TOC shall pay to TRACKS such amount of reasonable out-of-pocket expense as TRACKS shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACKS at the request of TOC.

XIII. OWNERS' PROPRIETARY RIGHTS AND BENEFITS

13.1 TRACKS agree that should they 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, TRACKS 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.

13.2 TRACKS acknowledges that, in the context of simulcasting, televising, and the re-broadcasting 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, TRACKS agree to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2023 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2023 Meet. TOC consents to TRACKS' 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 CARF or TRACKS 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 CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree 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.

13.4 TRACKS 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, TRACKS 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 (50%) of the net 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 specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by CARF, Fair TRACK where said race(s) are to be conducted and TOC.

13.5 TOC, on behalf of all owners participating in TRACKS' 2023 Meets, further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACKS to use the name, image, or likeness of individual horses for the promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.6 TRACKS agree to the following Owner Benefits to all owners who possess

a current and valid CHRB owner's license:

1. A single phone number for all TRACKS dedicated to owners with questions regarding "Owner Benefits" to be published in TRACKS condition books and on CARF Web Site
2. Free Parking in a designated area at each TRACK
3. Free Tram or shuttle service for owners from designated parking area to the racing grandstand should that area be deemed a "distance" from the racing grandstand
4. Clubhouse or equivalent admission for owner plus one guest each race day (Applicable only to those TRACKS which have an identified Clubhouse area.)
5. Minimum of four passes per owner or partner with an "in-today" horse
6. Reserved seating for owners with a horse in a Stakes plus as many passes as TRACK's Racing Secretary or Director of Racing may deem reasonable for guests
7. Consistent procedures for all TRACKS for receiving passes noted above
8. Consistent procedure at all TRACKS for winning owners to request and receive race replay video.

XIV. INTERSTATE SIMULCASTING OF RACES

14.1 TRACKS desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain written consent from TOC to any proposed contract or agreement with any out-of-state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACKS desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain written consent from TOC to any proposed contract or agreement with any out-of-state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 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 Attachment E. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 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. 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.

XV. INTRASTATE SIMULCASTING OF RACES

15.1 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACKS shall first obtain written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACKS.

15.3 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACKS shall first obtain written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast

facility unless some other distribution is agreed upon by TOC and TRACKS.

XVI. INTERNATIONAL SIMULCASTING

16.1 TRACKS have requested the consent of TOC to the international simulcast of its races as listed on Attachment E. TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACKS shall be equally divided between commissions for and purses at TRACKS.

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

XVII. INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2023 Meets 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.

In addition to any other terms set forth therein, Track acknowledges that TOC intends to condition the consents requested above on, at a minimum, the following requirements being satisfied for each ADW:

- i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.
- ii. 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;

iii. 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,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

A. Providers shall be required to undergo an annual parimutuel 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 provided 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 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. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted “TRA Data File” and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, the 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;

V. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

b. Remit to CHRIMS a monthly data fee of \$2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. 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.

XVIII. INTERSTATE ADVANCED DEPOSIT WAGERING

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2023 Meets for the purposes of interstate advanced deposit wagering, which does not include any form of exchange wagering, by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment “F.”

TOC consents to such simulcasts pursuant to and 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 therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from out-of-state residents on Thoroughbred races conducted at TRACKS during their 2023 Meets as follows:

18.1 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 TRACKS during their 2023 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

18.2 Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective out-of-state ADW wagering handle information;

18.3 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,

18.4 Approved ADW providers agree that the audit and disclosure requirements referred to herein 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, 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 host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers 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;
 - ii. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted “TRA Data File” and the California Account Wagering File pertaining to wagers placed by out-of-state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

of such wagers. Additionally, if requested to do so, the 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;

- iii. If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry-accepted ADW wagering data file format, then the provider shall disclose and provide true, complete, and correct copies of said file, pertaining to wagers placed by out-of-state 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,
- iv. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- v. Provider shall each remit to CHRIMS a monthly data fee of \$2,000.00. Said data fee paid by the provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of the provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XIX. FIRE AND DISASTER INSURANCE

19.1 The fire and disaster insurance policy is attached as Exhibit H. CARF 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 H shall be credited as an offset to the liability of CARF, if any. CARF 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 H terminate during the Term. Additionally, if no policy is attached as Exhibit H upon execution of this Agreement, CARF shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

19.2 The obtaining of a fire and disaster policy by TRACKS does not in any way preclude the individual owner or trainer from taking individual legal action against the

TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or another occurrence attributable to TRACKS.

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

XX. MISCELLANEOUS

20.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in TOC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

20.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

20.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a written signature by all parties.

20.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorneys fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

20.6 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.

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

- (a) If to CARF or TRACKS, at their address set forth in Attachment A, "Attention Fair Manager," with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95825.
- (b) If to TOC, to Jordyn Egan, Executive Director, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

20.8 TRACKS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS.

20.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACKS' daily racing program and ending with the last race of TRACKS' daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACKS together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted.

20.10 Modifications: CARF and TOC agree that a "Side Letter to CARF & TOC Race Meet Agreement" will be attached and incorporated in the Agreement. Otherwise, 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.

20.11 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.

21. CARF and TOC agree that it is the express intent of both parties in entering into this Horsemen's Agreement that CARF will conduct live Thoroughbred racing at Pleasanton, Cal Expo at Pleasanton, Humboldt and Fresno for each week of their - fair meets June 14th – Oct. 17th,

2023 (the "Summer Meet"). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling \$315,000 then the parties shall both support reviewing the rationale for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participates in a boycott against racing are not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold emergency dates hearing or on any CHRB vote in the event such emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: 4/15/23



Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: 4/15/23



Bill Nader, President & CEO

ATTACHMENT A
California Authority of Racing Fairs Members and Participating Tracks

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Jill Duffy General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Tom Martinez Fair Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

ATTACHMENT B

2022/2023 NORTHERN CALIFORNIA RACING FAIRS STAKES SCHEDULE COMPARISON



- ❖ Alameda County Fair at Pleasanton
- ❖ California State Fair at Sacramento
- ❖ Humboldt County Fair at Ferndale
- ❖ Big Fresno District Fair at Fresno

Revised: 3/22/23

❖ OAK TREE AT PLEASANTON SUMMER MEET <u>2022</u>		<u>2023</u>
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59 th Running Two-year olds – Five & 1/2 Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
She's a Tiger Three-Year-Olds & Upward F&M One & 1/16 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed
Pleasanton Mile Three-Year-Olds & Upward One mile 70 Yds		\$150,000 Guaranteed
❖ CALIFORNIA STATE FAIR		
Governor's Handicap F&M, Three Year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
❖ HUMBOLDT COUNTY FAIR		
C.J. Hindley Humboldt County Marathon Hdcp Three Year Olds & Upwards, 1 Mile and 5 Furlongs	\$20,000 Guaranteed	\$20,000 Guaranteed
❖ BIG FRESNO FAIR		
Harris Farms Stakes (CAL BREDS) (Cal-Bred Golden State Series (\$25,000 from CTBA) Three-year olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Bulldog Hdcp, 27 th Running Three-Year Olds & Upward, One & 1/8 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed

**ATTACHMENT C
PURSE SCHEDULE**

2023 PROPOSED THROUGHbred PURSES

Category	Claiming	Condition	2023 PLN, SAC, FNO	2023 FER
Allowance		Open or Cond	40,000	15,000
Allowance		NW x 1	27,000	
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	
Alw/Opt Claiming	80,000	NW x 3	30,000	
Claiming	2,500	Open or Date	10,000	7,000
Claiming	3,200	NWX2/Clause	12,000	8,000
Claiming	3,200	Open or Date	12,000	8,500
Claiming	4,000	NW2/Lifetime	12,000	7,500
Claiming	4,000	NW3/Lifetime	12,000	8,000
Claiming	4,000	NW4 or Date	13,000	8,500
Claiming	4,000	Open or Date	13,000	9,000
Claiming	5,000	NW2/Lifetime	12,500	
Claiming	5,000	NW3/Lifetime	12,500	
Claiming	5,000	NW4 or Date	13,500	8,800
Claiming	5,000	NWX2/Clause	13,500	9,000
Claiming	5,000	Open or Date	14,000	9,500
Claiming	6,250	NW2/Lifetime	12,500	8,000
Claiming	6,250	NW3/Lifetime	12,500	8,000
Claiming	6,250	NW4 or Date	14,000	9,500
Claiming	6,250	Open or Date	15,000	9,500
Claiming	8,000	NW2/Lifetime	13,000	8,000
Claiming	8,000	NW3/Lifetime	13,000	8,000
Claiming	8,000	NW4 or Date	15,000	9,800
Claiming	8,000	Nw2x/Clause	14,500	9,800
Claiming	8,000	Open or Date	15,000	10,000
Claiming	10,000	NW2/Lifetime	14,000	9,000
Claiming	10,000	NW3/Lifetime	14,000	9,000
Claiming	10,000	Open or Date	17,000	10,000
Claiming	12,500	NW2/Lifetime	14,000	9,000
Claiming	12,500	NW3/Lifetime	14,000	
Claiming	12,500	Nw2x/Clause	16,000	
Claiming	12,500	Open or Date	18,000	10,000
Claiming	16,000	NW2/Lifetime	15,000	
Claiming	16,000	NW3/Lifetime	15,000	
Claiming	16,000	Open or Date	20,000	12,000
Claiming	20,000	NW3/Lifetime	16,000	
Claiming	20,000	Nw2x/Clause	20,000	
Claiming	20,000	Open or date	23,000	
Claiming	25,000	NW2/Lifetime	18,000	
Claiming	25,000	Open or Date	25,000	
Claiming	32,000	Open or Date	27,000	
Claiming	40,000	Open or Date	28,000	
Claiming	50,000	Open or Date	28,000	
Claiming	62,500	Open or Date	28,000	
Claiming	80,000	Open or Date	30,000	
Claiming	150,000-100,000	Open or Date	30,000	
Maiden Claiming	5,000		12,000	7,000
Maiden Claiming	8,000		12,500	7,500
Maiden Claiming	12,500		13,000	8,000
Maiden Claiming	16,000		14,000	8,000
Maiden Claiming	20,000		15,000	
Maiden Claiming	25,000		17,000	
Maiden Claiming	32,000		18,000	10,000
Maiden Claiming	40,000		19,000	
Maiden Allowance			26,000	
Starter Allowance	2,500			8,000
Starter Allowance	4,000		14,000	9,500
Starter Allowance	6,250		15,000	10,000
Starter Allowance	8,000		16,000	10,000
Starter Allowance	12,500		18,000	8,000
Starter Allowance	50,000	NW 2 (Clause 1 win 20 less)	20,000	

ATTACHMENT D

AUXILIARY TRAINING FACILITIES

Sacramento will be open as an auxiliary training facility for Pleasanton from June 10th – July 3rd. Pleasanton will be open as an auxiliary training facility for Sacramento from July 11th – Aug 1st. If GGF does not open prior to the Santa Rosa Meet both Pleasanton and Sacramento will be open as auxiliary training facilities from Aug 2nd – Aug 15th.

Stalls at auxiliary training facilities 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, but may be adjusted by the Stabling & Vanning Committee.

CARF acknowledges it is its responsibility to have every trainer utilizing one or more stalls at Sacramento during the term of the auxiliary stabling. All trainers will sign a stabling agreement requiring such trainer to fully comply with.

ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT

N/A

ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

ATTACHMENT G
SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING (“ADW”) RACES

To be provided.

**ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY**

See Attached.



2023

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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2023 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

THIS AGREEMENT is entered into by and between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A, herein referred to as "TRACK" or unless otherwise specifically designated, and the CALIFORNIA THOROUGHBRED TRAINERS, Inc., a California Corporation, hereinafter referred to as "CTT."

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, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4 of the Administrative Code of the State of California, Rules 2040, through 2043; and

WHEREAS, TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

WHEREAS, TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF") and CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7, of Title 1. CARF has been designated by its member Tracks to represent, negotiate and contract on their behalf with CTT for the matters specified in this agreement. Tracks, and each of them, warrant and represent that it has authorized CARF to enter into this agreement, and this agreement shall be binding upon TRACK, its members, agents, employees, and officials during the term of this agreement.

WHEREAS, TRACK and CTT, 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, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetracks, the backstretch and the welfare of trainers and other backstretch personnel, 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 meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 6, 2023 through October 15, 2023, which meets are hereinafter referred to as the "2023 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2023 Meets, should TRACK foresee an increase or reduction in purses, TRACK will make its best efforts to inform CTT of any pending change as soon as reasonably possible.

III. CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2023 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. 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.

TRACK shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this section. TRACK acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

IV. CONDITION BOOK

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2023 Meets available to horsemen at least 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.

V. STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes but is not limited to video surveillance) with respect to stalls and appurtenant facilities provided by TRACK other than living quarters.

"TRACK specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

"TRACK may, in its discretion, establish rules, regulations, and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

"The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

"TRACK will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

“Notwithstanding anything to the contrary herein, TRACK may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. TRACK agrees to notify CTT within 24 hours of any such entries.”

VI. STALL ASSIGNMENTS

6.1 TRACK shall provide stalls for thoroughbred horses at each Track in an amount less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

6.2 TRACK shall provide such auxiliary training facilities as are required by it to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree.

6.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on horsemen receiving Stall Applications timely, horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven (7) days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate against any trainer and will apply the standards as set out below. Stall Applications shall comport with all prevailing law and any relevant covenants or agreements between the associations and trainers' organization.

(b) If any trainer asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the trainer so claiming shall submit his or her claim to CTT, and if CTT find the claim meritorious, may represent the trainer and present such grievance to TRACK and, if appropriate, to the CHRB. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to the dispute resolution process as stated in Section VII of this agreement.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and the California Bred Thoroughbred in allocating stall space. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race.

6.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each Track is responsible to provide a current update for accounts receivable.

6.5 (a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining its eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in TRACK's condition book or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACK's stall space within 48 hours.

6.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NOTWINC, Inc., TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights. CTT, or its authorized representative, shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at CARF and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

6.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Applications for reservations shall be mailed to TRACK not less than 22 days prior to the opening of the race meet.

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have the same in good condition at least ten (10) days prior to the commencement of its race meet; except that TRACKS who cannot comply due to prior existing contracts for horseracing shall make reasonable efforts to have their facilities ready as soon as practicable. TRACK agrees that the barn area will be open, available, and in condition for stabling at no charge to horsemen for at least three (3) days following TRACK's 2022 meet.

6.9 TRACK will maintain its racing surface in good condition for thoroughbred racing and training and agrees to promptly rectify any condition unsafe to race horses during the

meet. Golf courses controlled by TRACK shall be closed during racing operations. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

6.10 TRACK agrees to wash or otherwise clean the racing colors or “silks” of owners with horses competing in the 2023 Meets. Such cleaning shall occur on the day that 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 CTT, the individual owners, and/or their trainers.

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 TRACK determine 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 ensure 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 2023 Meets, be open, available, and in condition for training at no charge to horsemen not less than 10 days prior to the opening day of the 2023 Meets.

VII.

DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section VI and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

(a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.

(b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.

(c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.

(d) Criminal complaints alleging violations involving animal health and safety.

(e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.

(f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.

(g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his

care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

VIII. 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 2023 Meets.

IX. FIRST POST TIME

All Post times for the 2023 Meets must be submitted for approval of the CHRB in TRACK's initial application for license.

X. 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; 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.

XI. 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.

XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2023 Meets, 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.

CTT 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, CTT 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 CTT 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.

XIII. 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 2023 Meets. TRACK agrees also to provide two passes per trainer per day for trainers in possession of a valid CHRB license and to provide four passes for trainers with "horses in today to race". Trainers may have access to Horsemen's shuttle or tram provided by TRACK at any time that shuttle or tram is operating.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees' Pension Administrative Committee and Edwin J. Gregson Foundation Board, VIP or "official" credentials for the 2023 Meets, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, up to a maximum of five (5), shall receive an "official" pin.

XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2023 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

It is the intent of TRACK and CTT that the main track will be maintained by TRACK and be available for training six (6) days a week on each day horses are stabled at TRACK (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT).

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main track during the 2023 Meets and while the main track is open for training preceding and following the 2023 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that TRACK will use reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the TRACK shall not be liable for the presence of rocks.

TRACK shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. TRACK shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. TRACK shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with TRACK and/or trainer in addressing the issue. TRACK reserves all rights against an offending trainer in connection with any fine levied against TRACK by a governmental entity for the improper storage of feed.

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 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 agrees, while horses are stabled at TRACK during its 2023 Meets, to have a manned, operating starting gate for training on the main TRACK.

TRACK agrees to provide an official vet at offsite stabling sites at reasonable intervals to allow trainers to work horses for removal from Vet's List.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

XV. BACKSTRETCH CAFETERIA

During the 2023 Meets, 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 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVI. TRAINERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular trainer 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 trainer, TRACK shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall

receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance 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.

XVIII. CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT 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.

XIX. TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2023 Meets and shall not participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XX. MUTUALITY

TRACK and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

TRACK will notify and consult the CTT, and, whenever reasonable and possible, obtain the consent and approval of the CTT, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, stall applications and applicants, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to CTT 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 shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXI. DEFAULT

The respective covenants herein contained are concurrent, and, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXII. EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2023 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK or the California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S

or the California Horse Racing Board's possession, custody, or control. TRACK and CTT mutually agree to grant authorization to each other to obtain and have released any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, each other, or other entity or party. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2023 Meets.

XXIV. MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

23.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

23.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This agreement may be modified or amended by a writing signed by all parties.

23.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

23.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

23.6 Inconsistent Language: When the language of 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 Race Meet Agreement, the language in the Race Meet Agreement shall control.

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

(a) If to TRACK, at its address set for in Attachment "A," "Attention Fair Manager: with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95815.

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

23.8 TRACK's Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACK's premises and the conduct of the race meets is the sole prerogative of TRACK.

XXV. 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).

XXVI. 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.

XXVII. 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 at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims, or privileges at any time whether during or after the term of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

4/5/23

Dated:

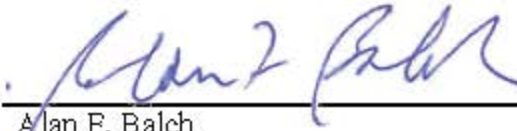


Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

April 5, 2023

Dated:



Alan F. Balch
Executive Director

ATTACHMENT A

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Rick Silacci General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

**2023
RACING AGREEMENT**

BETWEEN

**CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)
AND**

**PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.**

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment "A" (hereafter "TRACK"), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter "PCQHRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS' race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2023. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

(b) TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

(c) TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix "A", its member's agents, employees and officials during the term of the Agreement.

(d) PCQHRA is a horsemen's organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

(e) PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse

owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(f) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, and Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owners' premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than \$5,000 such amount shall be carried over to the following year.

(a) If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse

increases for the 2023 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

(b) If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

11. In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before 30 April, 2023, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

12. Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(a) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(b) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew. Pleasanton is open 1 June, 2022 for free stabling.

(c) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHRB license.

(d) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(e) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

13. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

14. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in 2017 or as retro-active money. In addition, TRACK will not pay a starter fee or out of state ship in fee. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starters in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The 2023 Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

17. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.

18. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

DATED 4/5/23

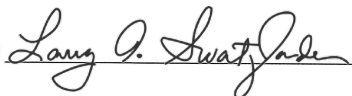
PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

BY: 
Dino Perez, PCQHRA

Address:
PO Box 919
Los Alamitos, CA 90720

DATED 4/5/23

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY: 

Larry A. Swartzlander
On behalf of the TRACKS listed in
Appendix "A"
Address:
California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Tom Martinez CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Jill Duffy CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Fair Mgr.	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX "B"
2023 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 49th Running	\$20,000 Guaranteed
Three Year Olds and Upward - 300 Yards	

California State Fair

The Jack Clifford –24th Running	\$20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards	

Humboldt County Fair

The Cream City Dash – 1 st Running	\$8,000 Guaranteed
For Three Year Olds & Upward – 220 Yards	

Big Fresno Fair

Fresno Quarter Horse Futurity-30th Running	\$20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards	



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

April 5, 2023

The following matters are agreed to as of April 5, 2023 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT) and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2023 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 16, 2023 and continue through October 15, 2023.
2. CARF Furosemide Protocol. Exhibit A.
3. Medication Administration Protocol. Exhibit B.
4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.
5. Protocol Prior to Medication Administration. Exhibit D.
6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California

By: Jordyn B. Egan

Name: Jordyn B. Egan

Title: Executive Director

California Authority of Racing Fairs

By: Larry A. Swartzlander

Name: Larry A. Swartzlander

Title: Executive Director

California Thoroughbred Trainers

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

Exhibit A

CARF Member Fairs 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 150 mg-250 mg (3 cc to 5 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 250 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 at CARF Member Fairs 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 a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF 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 a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs 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 CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs 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 two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

11. No furosemide will be administered to any two-year-olds.

12. No furosemide will be administered to any entrant in a stakes race.

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 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 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 states 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 coordination 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 if the lip tattoo. 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 if applicable, assist in identifying the horse through 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 250 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, 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 administered 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 to CHRB.

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

Exhibit C

Race Day Furosemide Administration by CARE Member Fairs Furosemide Veterinarians

Each racing day veterinarians responsible for medication administration shall perform an inventory of their kit and restock as necessary. The kit shall contain:

1. Salix
2. Epinephrine
3. 5/6cc syringes with 20G X 1 ½" needles
4. 10/12cc syringes with 20G X 1 ½" needles
5. 190 X 1 ½" silicone-free needles
6. Sharpie pens (fine point)
7. Highlighters
8. Small flashlight or penlight
9. Biohazard/Evidence bag
10. Colored tags & tape
11. Form CHRB- 36 Bleeder Treatments Report (See appendix XX)
12. Disposable exam gloves

Exhibit D

Protocol Prior to Medication Administration

Furosemide Coordinator Duties:

1. Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary.
2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.
3. Complete CHRB-36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list.
4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race.
5. Download the Horse Identification Program PDF file from Incompass website as follows:
 - a. <http://rto.incompasssolutions.com>.
 - b. Click on Incompass login.
 - c. Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval.
 - d. Select Menu/ Program/ Reports/ Horse Identification.
 - e. Enter race date via calendar icon.
 - f. Verify all Print boxes contain checks.
 - g. Click "View/ Print".
 - h. Print report, single-sided, letter sized (8.5X11") paper.
6. Annotate the Master Horse Identification Program by:
 - a. Writing the post time for each race to the LEFT of center on each page.
 - b. Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page.

- c. For races spanning more than one page, prominently writing FLIP OVER on the BOTTOM RIGHT of the first page for that race.
- d. Crossing out scratched horses.
- e. Logging Barn (and Stall number if known) in the left margin by each horses' name. This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary / Stall Person / Receiving Barn Manager.
- f. Recording Salix eligibility changes.
- g. Writing NO SALIX over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

Exhibit E

Staffing Requirements for CARF Member Fair Lasix Program

1. CARF Member Fairs will provide staffing for the administration of furosemide as follows:
 - a. One furosemide coordinator
 - b. One furosemide technician per veterinarian administering Lasix
 - c. One to Two Pre-Approved Veterinarians
 - i. Dependent on race day entries
2. The Fitness Veterinarian will provide Lasix administration services with the aid of a technician for any race card that has 49 or less horses requiring Lasix.
 - a. If a race card has more than 50 horses requiring the administration of Lasix, a second pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

23. 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 fair to attest to this application on its behalf.

X Larry A. Swartzlander
Signa

Larry Swartzlander

Director of Racing

4/13/23

Print Name

Print Title

Date

Agenda Item 4

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR, COMMENCING AUGUST 16, 2023, AND CONTINUING THROUGH AUGUST 29, 2023

Board Meeting
June 29, 2023

Application: Humboldt County Fair at Ferndale

Breeds: Thoroughbred, Quarter Horse

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

August 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Fire inspection completed 5/24/23. Follow-up inspection scheduled for late June or early July. Received letter requesting exemption from Rule 1927.	Rule 1927
Backstretch Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Completed 8/18/22, valid through 8/17/23. Follow up inspection scheduled.	Rule 2102

Track Safety Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	initial inspection conducted 06/13/23 final inspection scheduled for 07/27/23.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	CARF adoption letter on file.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	license is valid through 7/1/23 provided certificate expected by June	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Thoroughbred Owners of California – CARF agreement on file. California Thoroughbred Trainers Association – CARF agreement on file. Pacific Coast Quarter Horse Racing Association – CARF agreement on file.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 270–274	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 289–300	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See page 275	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See page 279-283	BPC 19604 19604(b)(1)(C)

Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437
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RECOMMENDATION: Staff recommends approval application satisfactorily meets requirements for licensure.



April 5, 2023

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The California Authority of Racing Fairs has reviewed and will adopt the provisions outlined in the Inclement Weather Policy Letter in all Future Fair Meets.

This compliance applies to the Alameda County Fair, California State Fair, Humboldt County Fair and the Big Fresno Fair.

Regards,

A handwritten signature in black ink, appearing to read "Larry A. Swartzlander".

Larry A. Swartzlander
Executive Director, CARF



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

April 8, 2023

California Horse Racing Board
ATTN: Scott Chaney
1010 Hurley Way
Suite 300
Sacramento, CA 95825

Mr. Chaney,

The Alameda County Fair, the California State Fair, the Humboldt County Fair and the Big Fresno Fair agrees to adopt the CHRB concussion protocols for their Fair Racing Meets as outlined in the Horseracing Integrity and Safety Authority's Racetrack Safety Rule 2192.

Pursuant to Business and Professions Code section 19583.9 the veterinarian who will provide monitoring during morning workouts is Dr. Bill Grantham, CHRB License # 076118. He will be available on training and racing days from 6:00 am till 11:00 am.

Regards,

Larry A. Swartzlander
Executive Director, CARF

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

- A. Name, mailing address, telephone, and fax numbers of fair: Humboldt County Fair, 1250 5th Street, Ferndale, CA, 95536, 707-786-9511
- B. Fair association is a: ☐ District Fair ☒ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair
- C. Provide the name, telephone, and email address for the fair contact person. Jill Duffy, Interim General Manager, 707-786-9511, humcofair@frontiernet.net

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 race meeting: August 16 - August 29, 2023
- B. Actual dates racing will be held: August 18, 19, 20, 25, 26, 27
- C. Dates racing will NOT be held: August 16, 17, 21, 22, 23, 24, 28, 29
- D. Total number of racing days: 6
- E. Days of the week races will be held: Friday - Sunday
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

- A. Total number of races: 54
- B. Number of races by breed:
45 Thoroughbreds 9 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules
- C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	8	0	0	0	0	8	8
Other Breeds	1	0	0	0	0	1	1
Total	9	0	0	0	0	9	9

CHRB CERTIFICATION

Application received: 5/18/23
Reviewed: RP

Hearing date: 6/29/23
Approved date:
License number:

- D. Total number of stakes races by breed:
 0 Thoroughbreds 0 Quarter Horses 0 Appaloosas
 0 Arabians 0 Paints 0 Mules
- E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.
1. Attach a listing of all stakes races for the past two (2) 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 E that have been altered or 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).
 3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted.
- F. 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?
- G. List all post times for the daily racing program: Exhibit 1

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.

4. FAIR ASSOCIATION

- A. Names of the fair directors: Andy Titus (President), Greg Gomes (1st VP), Lawrence Dwight (2nd VP), Jack Rice (Treasure), Sandy Hanks (Secretary), Clare Bugenig, Darren Hansen, Robert Prior, Tim Renner, Johanna Rodoni, Wayne Wilson, Clint Duey
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Greg Gomes (Chair), Andy Titus, Darren Hansen, Wayne Wilson
- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Jill Duffy, Interim General Manager; Sandra Rios, Stable Manager
- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Jill Duffy, Interim General Manager, Humboldt County Fair, 1250 5th Street, Ferndale, California, 95536, humcofair@frontiernet.net

5. TAKE OUT PERCENTAGE

- A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
- ☐ Yes ☒ No

CHRB 3(G) – CARF EXHIBIT 1

HUMBOLDT COUNTY FAIR, FERDALE

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2023

RACE	WEEK 1 – FRIDAY 8/18	WEEK 1 – SAT & SUN 8/19 & 8/20	WEEK 2 – FRIDAY 8/25	WEEK 2 – SAT & SUN 8/26 & 8/27
1	3:15 PM	3:07 PM	2:15 PM	2:07 PM
2	3:45 PM	3:37 PM	2:45 PM	2:37 PM
3	4:15 PM	4:07 PM	3:15 PM	3:07 PM
4	4:45 PM	4:37 PM	3:45 PM	3:37 PM
5	5:15 PM	5:07 PM	4:15 PM	4:07 PM
6	5:45 PM	5:37 PM	4:45 PM	4:37 PM
7	6:15 PM	6:07 PM	5:15 PM	5:07 PM
8	6:45 PM	6:37 PM	5:45 PM	5:37 PM
9	7:15 PM	7:07 PM	6:15 PM	6:07 PM

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 fair association and the horsemen's organization for the meeting of the fair 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 the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2022	\$12,581,659	21,307
2021	\$12,744,775	18,133
2020	\$0	0
2019	\$3,672,246	28,001
2018	\$10,269,967	32,365

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

- A. Purse distribution:

1. All races other than stakes:

Current meet estimate: \$422,820

Prior meet actual: \$422,819

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

Current meet estimate: \$70,470

Prior meet actual: \$70,470

2. Overnight stakes:

Current meet estimate: \$0

Prior meet actual: \$0

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

Current meet estimate: \$0

Prior meet actual: \$0

3. Non-overnight stakes:

Current meet estimate: \$0

Prior meet actual: \$0

Average Daily Purse ($7A3 \div \text{number of days}$):

Current meet estimate: \$0

Prior meet actual: \$0

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

Current meet estimate: \$422,820

Prior meet actual \$422,819

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

Current meet estimate: \$60,320

Prior meet actual: \$60,319

C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:

Prior meet actual:

CTT \$1,725

\$1,724

TOC \$3,450

\$3,448

NTRA \$765

\$766

PCQHRA \$600

\$597

CWRA \$0

\$0

ARAC \$0

\$0

AMRA \$0

\$0

CHBPAPEN \$5,175

\$5,172

CTHF \$5,175

\$5,172

Total: \$16,890

Total: \$16,879

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

Current meet estimate: \$500,030

Prior meet actual: \$500,017

Average Daily Purse ($7D \div \text{number of days}$):

Current meet estimate: \$83,338

Prior meet actual: \$83,336

E. 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: \$585,890

Prior meet actual: \$585,890

Average Daily Purse ($7E \div \text{number of days}$):

Current meet estimate: \$97,648

Prior meet actual: \$97,648

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$42,655

Prior meet actual: \$42,655

Average Daily Purse ($7F \div$ number of days):

Current meet estimate: \$7,109

Prior meet actual: \$7,109

- G. Bank and account number for the Paymaster of Purses' purse account: On file.
- H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Rossman, MacDonald & Benetti, 3838 Watt Avenue, Suite E500, Sacramento, CA, 95821, 916-488-8360

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 fair 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 fair 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 fair 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 fair is entitled thereafter 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 fair 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 fair 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: 225 permanent stalls, 160 portable stalls
- B. Minimum number of stalls believed necessary for the meeting: 300-320
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: None
- 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 fair 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 fair 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). 458
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. \$0

- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Humboldt County Fair will not be vanning horses.

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Dr. Audrey Clifton, 530-400-4721, will be onsite during training hours, workouts and during live racing (hours: 6:00 AM to 6:00 PM daily). Additional emergency on-call veterinarian is Dr. Samantha Burk with Northcoast Veterinary, 707-726-9262, (hours: as needed).
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. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☒ Yes ☐ No
- B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs 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. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

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).

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	☒ Yes	☐ No
Race #1	Attached Exhibit 2		☒ Yes	☐ No
Race #2	Attached Exhibit 2		☒ Yes	☐ No
Race #3	Attached Exhibit 2		☒ Yes	☐ No
Race #4	Attached Exhibit 2		☒ Yes	☐ No
Race #5	Attached Exhibit 2		☒ Yes	☐ No
Race #6	Attached Exhibit 2		☒ Yes	☐ No
Race #7	Attached Exhibit 2		☒ Yes	☐ No
Race #8	Attached Exhibit 2		☒ Yes	☐ No
Race #9	Attached Exhibit 2		☒ Yes	☐ No
Race #10	Attached Exhibit 2		☒ Yes	☐ No
Race #11	Attached Exhibit 2		☒ Yes	☐ No
Race #12	Attached Exhibit 2		☒ Yes	☐ No
Race #13	N/A		☒ Yes	☐ No



February 16, 2023

California Horse Racing Board
Attn: Cynthia Alameda
Assistant Executive Director

To Whom It May Concern:

The following information is provided for you in response to the 2023 Race Meet Applications for the Alameda County Fair, California State Fair, Humboldt County Fair and The Big Fresno Fair:

The following is the CARF wagering format:

	TYPE OF WAGERS	APPLICABLE RULES
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9
Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105G.(2)(g) Method 7, para 16b (ii)
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP5 \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)
Race #5 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #6 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #7 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)
Race #9	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4,	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1



\$.20 SUPER HIGH 5

CHRB #1976.9,
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

Race #10

**\$1E, \$1PK3, \$1TRI,
\$2DD, \$.10SF,
\$.20 SUPER HIGH 5**

**CHRB #1959, CHRB #1977, CHRB #1979,
CHRB #1957, CHRB #1979.1**
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

Race #11

**\$1E, \$1TRI, \$2DD, \$.10SF,
\$.20 SUPER HIGH 5**

**CHRB #1959, CHRB #1979, CHRB #1957,
CHRB #1979.1**
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

Race #12

**\$1E, \$1TRI, \$.10SF,
\$.20 SUPER HIGH 5**

**CHRB #1959, CHRB #1979,
CHRB #1979.1**
ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

This format will be use at the following fairs: Alameda County Fair, The California State Fair, Humboldt County Fair and the Big Fresno Fair. The 2005 NCOTWINC Agreement maintained on file at CRRB is still valid. The NCOTWINC audio visual agreement on file dated January 2005 is still valid.

Respectfully Yours,

Larry A. Swartzlander
Executive Director

\$.20 PNP6 on the last six races each day. 100% major pool paid and any prior carryovers for unique serial number wager selecting all six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover.

\$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.

\$0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique serial number wager selecting the first five finishers in exact order. If no unique serial number wager selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers in exact order and 60% of major pool will be added to the carryover. If no wager selects the first five finishers in exact order, then 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

The aforementioned Pari-Mutuel Carryover Pools can be carried over from CARF Meet to CARF Meet and run as 1 (one) continuous meet with the following exception. There will be two Mandatory Payout Dates of both jackpot pools; Sunday July 9, 2023 the closing day of the Pleasanton meet and Sunday, October 15, 2023, which is the Closing Day of The Big Fresno Fair.

CHRB 10.B (CARF Exhibit 2)

2023 CARF Wagering Menu – Pleasanton, Sacramento, Ferndale, Fresno

	W/P/S	Exacta	Trifecta	Superfecta	DD	Pick 3	Pick 4	Pick 5	Pick 6	Pentafecta
1	X	X	X	X	X	X	X		*	
2	X	X	X	X	X	X		*	*	
3	X	X	X	X	X	X		*	*	
4	X	X	X	X	X	*		*	*	
5	X	X	X	X	*	*	*	*	*	
6	X	X	X	X	*	*	*	*	*	*
7	X	X	X	X	*	*	*	*	*	*
8	X	X	X	X	*	*	*	*		*
9	X	X	X	X	*	*	*			*
10	X	X	X	X	*	*				*
11	X	X	X	X	*					*
12	X	X	X	X						*

*When Applicable

Wager	Rule	Takeout	Minimum Wager Amount & Other Information
Win, Place, Show	CHRB 1954, ARCI #VE	16.77%	\$2 Win, Place and Show wagers are available on every race. Place wagers require 4 separate wagering interests and Show wagers require 5.
Exacta	CHRB 1959	24.02%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	25.02%	\$1 Trifecta on all eligible races. Requires 4 wagering interests.
Superfecta	CHRB 1979.1	25.02%	\$1 Superfecta (10-cent minimum) on all eligible races. Requires 6 wagering interests.
Daily Double	CHRB 1957	24.02%	\$2 Rolling Daily Double
Pick 3	CHRB 1977	25.02%	\$1 Rolling Pick 3 on all eligible races.
Pick 4	CHRB 1976.9	25.02%	\$1 (50-cent minimum) early and late Pick 4. No consolation; 100% payout; alternate runner provision.
Pick 5	CHRB 1976.9	25.02%	\$1 Pick 5 (50-cent minimum) on last 5 races. 100% payout for 5 winners; if none, 25% payout to ticket with most winners. No consolation, 75% carryover to next day's Pick 5 if no ticket has 5 winners; alternate runner provision.
Gold Rush Pick 6 ⁽¹⁾	ARCI #004-105(G)(2)(g)(16)(b)(ii)	25.02%	20-Cent Jackpot Pick 6. Last 6 races of all cards. 100% payout for a single unique ticket selecting all 6 winners OR 40% payout on multiple tickets selecting all 6 winners or tickets with the most winners. 60% carryover if no single unique ticket.
Gold Strike Super High 5 ⁽¹⁾	ARCI 004-105 X-Pentafecta (5) Option 4, para b	25.02%	20-cent Jackpot Super High 5 on last race of the day. 100% payout for a single unique ticket selecting first 5 finishers OR 40% payout on multiple tickets selecting first 5 finishers. 60% carryover if no single unique ticket, 100% carryover if no tickets with first 5 finishers. Only a single ticket with a unique serial number and .20 cent base wager, or Foreign Equivalent, can trigger the jackpot payout.

¹ In 2023, there will be mandatory payouts of the Pick 5 and Jackpot pools on Sunday, July 9, 2023 at Pleasanton and Sunday, October 15, 2023 at Fresno.

- C. 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
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: In 2023, there will be mandatory payouts of the Pick 5 and Jackpot pools on Sunday, July 9, 2023 at Pleasanton and Sunday, October 15, 2023 at Fresno.
- E. List any options requested with regard to exotic wagering. No new requests, see attached 10.A for exotic options.
- F. 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. N/A
- G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: American Totalisator, Inc. (Am Tote), Representative: Bob Sloan, 443-798-0878, bob.sloan@amtote.com. Contract expires October 29, 2025. Equipment description on file with CHRB.
- H. List below the takeout percentage for each type of wager identified in 10.B.:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

Race #1	Attached Exhibit 2
Race #2	Attached Exhibit 2
Race #3	Attached Exhibit 2
Race #4	Attached Exhibit 2
Race #5	Attached Exhibit 2
Race #6	Attached Exhibit 2
Race #7	Attached Exhibit 2
Race #8	Attached Exhibit 2
Race #9	Attached Exhibit 2
Race #10	Attached Exhibit 2
Race #11	Attached Exhibit 2
Race #12	Attached Exhibit 2
Race #13	N/A

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting. CARF, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with: TVG, XpressBet, Watch & Wager, Twin Spires, Bet America and NYRA Bets CA. Agreements on file with CHRB.
- 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 fair to conduct simulcast wagering: Northern California Off Track Wagering, Inc. (NCOTWINC)
- B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair'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 fair proposes to offer its live audiovisual signal: Exhibit 3
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: Exhibit 4
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Exhibit 4
- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: Exhibit 5
- G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races". Exhibit 6

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 fifty (50) imported Thoroughbred races statewide. The limitation of fifty 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
Exhibit 6		

- H. List imported simulcast races the fair plans to receive during the racing meeting 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.



April 19, 2023

Mr. Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 250
Sacramento, CA 95815

RE: 2023 California Authority of Racing Fairs (CARF) ADW Approvals

Dear Larry,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of CARF 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 CARF, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, CARF shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on CARF and other Thoroughbred races during the 2023 race meetings, as follows:

1. California wagering on CARF races:

- a. TVG, XpressBet, TwinSpires, 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, TwinSpires, 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).

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

CHAIRMAN: GARY FENTON

PRESIDENT & CEO: WILLIAM A. NADER

EXECUTIVE DIRECTOR: JORDYN EGAN

NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL

SoCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

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

- a. TVG, XpressBet, TwinSpire, 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 CARF races:

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than 7.5% 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 45% 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.

Very truly yours,



Jordyn Egan, Executive Director

cc: Heather Haviland, Wayne Atwell



Pacific Coast Quarter Horse Racing Association

April 19, 2023

Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2023 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This letter confirms that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2023 racing season. Commencing June 2023 and continuing through October 2023, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, and NYRA may accept wagers from California residents on races conducted at CARF, and races run at tracks located outside of California.

PCQHRA understands that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated April 19, 2023.

Please feel free to contact me if you have any questions.

Sincerely,

Dino Perez
Executive Director

CHRB 12(C) - CARF Exhibit 3

California Satellite Locations

Alameda County Fair, Pleasanton
Antelope Valley Fair, Lancaster
Big Fresno Fair, Fresno
Cabazon Fantasy Springs Casino, Indio
California State Fair & Exposition, Sacramento
Del Mar Thoroughbred Club, Del Mar
Fairplex Park, Pomona
Golden Gate Fields, Albany
Hollywood Park Casino, Inglewood
Los Alamitos Racecourse, Los Alamitos
Monterey County Fair, Monterey
National Orange Show, San Bernardino
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
Sports Pavilion, Lake Perris
Ventura County Fair, Ventura
Viejas Casino, Alpine

CHRB 12(D & E) - CARF Exhibit 4

Out of State Locations (if applicable)

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarlet Pearl Casino (MS)
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scioto Downs
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Seabrook Greyhound
Couder D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Southland Greyhound
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	State Fair (Lincoln, NE)
Arizona Downs	Favorites at Gloucester (NJ)	Mobile Greyhound	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes	Monmouth Park (NJ)	Suffolk District OTB
Barbados Turf Club	Finger Lakes ADW	Montana OTB	Suffolk Downs
Batavia	Fonner Park	Monticello	Sunland Park
Belterra Park	Freehold (NJ)	Mountaineer Park	SunRay Park & Casino
BetAmerica	Gillespie County Fair	Nassau Regional OTB	Tampa Bay Downs
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Taunton ADW
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton Dog Track Inc.
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	The Downs at Albuquerque
Buffalo Raceway	Racebets, Sportech Netherlands	New Palace Casino (MS)	Thistledown
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Tioga Downs
Capital District OTB	Bet365, Ladbrokes Coral, UK Tote	Cedar Downs OTB	Tri-State GH (Mardi Gras)
Catskills OTB	4 Racing/Gold Coast (South Africa)	Northville Downs	Turf del Norte (Mexico)
Charles Town Race Course	Gold Strike Casino (MS)	NYRA	Turf del Norte - Tribeca (D. R.)
Churchill Downs	Grants Pass (& Oregon OTB's)	NYRA ADW	Turf Paradise
Colonial Downs	Greenetrack	Oaklawn Park	Turfway Park
Columbus Raceway	Greyhound at Post Falls	Oaklawn Park ADW	TVG
Connecticut OTB	Gulfstream Park	Ocean Downs	TVG High Volume
Bradley Teletheater, Bristol	Harrah's Philadelphia (Chester)	Panama	Twin River Greyhound
New Britain, Norwalk, Milford	Harrington Raceway	PariBet ADW	TwinSpires
East Haven, Hartford, Putnam	HarringtonBets ADW (DE regional)	PariBet OTB (North Dakota)	TwinSpires High Volume
Shoreline Star, Sports Haven	Hawthorne Race Course	PARX	US Off Track ADW
Torrington, Waterbury	Hawthorne ADW	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Hoosier Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Horseman's Park	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Horseshoe Council Bluffs (William Hill)	Peru	WatchandWager ADW
Connecticut OTB ADW	Idabet	Plainridge Race Course	Western OTB
Coushatta Casino	Indiana Downs	Plainridge ADW	Wheeling Downs
Paragon Casino	Clarksville/Evansville OTB	Player Management Group	Will Rogers Downs
Ho-Chunk Casino	Intermountain Racing	PlayUp Limited ADW	Wyoming (307 Racing)
Mohegan Sun Casino	Jockey Club Brasilia	Pocono Downs ADW	Wyoming OTB
Oneida Bingo and Casino	Keeneland	Pocono Downs/OTB	Wyoming Downs
Pony Bar Simulcast Center	Keeneland Select ADW	Pointsbet	XpressBet
Tote Investment Racing	Kentucky Downs	Prairie Meadows	Yonkers Raceway
Randall James Racetrack	Kentucky OTB	Premier Gateway International	Yonkers ADW (EmpireCityBets)
Millenium Racing	Lewiston OTB's	Premier Turf Club	Youbet Group 1
Royal Beach Casino	Lien Games	Presque Isle	Zia Park
Divi Carina Bay Casino	Chips Lounge/Rumors OTB	Racing & Gaming Services	123Gaming
Winner's Circle	Howard Johnsons OTB	Remington Park	
Corpus Christi Greyhound	Skydancer Casino OTB	Remington OTB Network	Separate Pool Locations
Dayton Raceway	X the Spot (Virgin Islands)	Retama Park	Betting Exchange
Delaware Park	Offtrackbetting ADW	Rillito Park	Camarero (Puerto Rico)
Delta Downs	Lone Star	Ruidoso Downs	Caymanas (Jamaica)
Dover Downs	Louisiana Downs	Running Aces Harness Park	Chile
Dubuque (Iowa Greyhound)	LVDC	Sam Houston	Codere (Mexico)
Wild Rose OTB's	Atlantis Paradise Casino	Valley Greyhound Park	MIR Books (Caliente)
Egg Harbor ITW (NJ)	Buffalo Thunder Resort	Saratoga Harness Raceway	NDS Books (Nevada)
Elite Turf Club	Foxwoods Resort Casino	Saratoga Bets (ADW)	Suaposta (Brazil) ADW
	Mahoning Valley		Tabcorp (Australia)
			Turkish Jockey Club
			XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, 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

CHRB 12(F) - CARF Exhibit 5

California Mini-Satellite Locations

Commerce Casino, Commerce
Firehouse Restaurant, Bakersfield
Lake Elsinore Casino, Lake Elsinore
OC Tavern, San Clemente
Sammy's Original, Lake Forest
Santa Clarita Lanes, Saugus
The Derby Room at Glen Arden, Glendale
The Derby Room, Norco
Tilted Kilt, Thousand Oaks

CHRB 12(G) - CARF Exhibit 6

Import Tracks (if applicable)

California imports are restricted by statute and established in a coordinated effort by Host Tracks after race cards are established. Import race dates and race numbers will vary.

Aqueduct
Assiniboia Downs (Canada)
Belterra Park
Belmont Park
Canterbury Park
Century Downs (Canada)
Delaware Park
Ellis Park
Emerald Downs
Evangeline Downs
Fairgrounds
Fairmount Park
Finger Lakes
Fort Erie (Canada)
Gulfstream Park
Hastings Park (Canada)
Hawthorne Park
Indiana Grand
Keeneland Race Course
Kentucky Downs
Laurel Park
Lone Star Park
LARC (South America) via Gulfstream Hub
LARC (South America) via Maryland Hub
Louisiana Downs
Monmouth Park
Mountaineer Park
Oaklawn Park
PARX Racing
Penn National
Prairie Meadows
Presque Isle Downs
Retama Park
Sam Houston
Saratoga Race Course
Sunland Park
Sunray Park
Thistledown
Turf Paradise
Turfway Park
Woodbine (Canada)
Zia Park

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Los Alamitos	Quarter Horse	Per CHRB	Full Card
Cal Expo Night Racing	Standardbred	Per CHRB	Full Card

- I. 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 agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair 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 a fair 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 fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each 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 fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each 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. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:

Association Veterinarian(s)	Dr. Audrey Clifton, DVM
Clerk of Scales	Kenneth Fowler
Clerk of the Course	Myra Troske
Film Specialist	Myra Troske
Horse Identifier	Gary Greiner
Horseshoe Inspector	Jackie Payton
Paddock Judge	Gary Greiner
Patrol Judges	Lisa Wilkerson
Placing Judges	Stewards
Starter	Daniel Morris
Timer	Chris Lapham

- B. Management officials in the racing department:

Director of Racing	Larry Swartzlander
Racing Secretary	Tom Doutrich
Assistant Racing Secretary	John Everly
Paymaster of Purses	Heather Haviland
Others (identify by name and title)	

- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Coleman Reporters, 730 5th Street, Eureka, CA, 707-443-6465
- 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 USA, Bill O'Brien (expires 12/31/25)

- 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 (expires 4/30/29), Equipment description on file with CHRB: 5 Cameras (3 Tower, 1 Pan, 1-Hand Held)
- 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: Pegasus Communications, Jim Porep (expires 4/30/29)

14. SECURITY CONTROLS

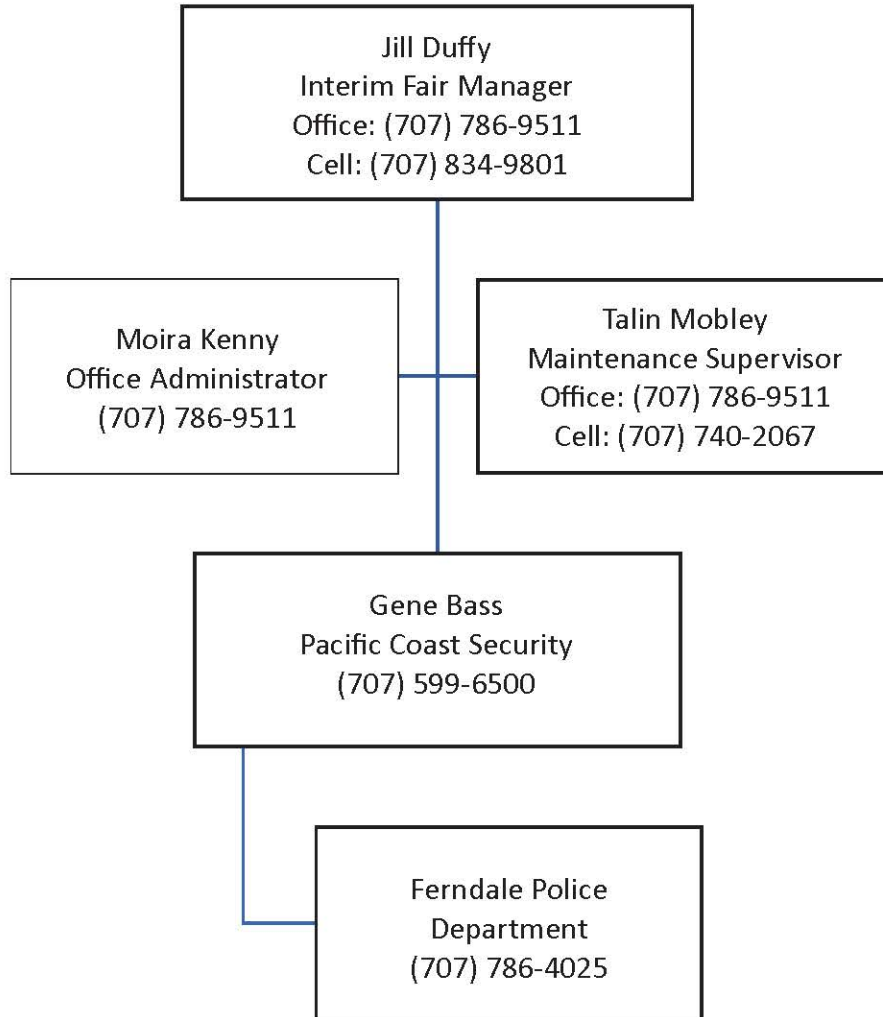
- A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. See Exhibit 7. Pacific Coast Security, Gene Bass, Owner, 707-599-6500
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Grandstand (1-2 guards), Grounds (2-3 roving guards) and 3 licensed gatepeople on 8-hour shifts.
 - 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.
 - b. Number of security guards in the detention stall area during a 24-hour period. N/A
 - c. Describe number and location of surveillance cameras in detention stall area. N/A
 - 3. TCO2 Testing:
 - a. Number of races to be tested and number of horses entered in each race to be tested. All horses in Thoroughbred races where the number is determined by random algorithm generator.
 - b. Plan for enhanced surveillance for trainers with high-test results: Trainers with high test results will be moved to the detention area.
 - c. Plan for detention stalls for repeat offenders: Ten (10) stalls adjacent to the Test Barn with 24-hour surveillance.
 - d. Number of security personnel assigned to the TCO2 program: One (1) 24-hour security guard when detention stalls area occupied.
- C. Describe the electronic security system. CARF-owned surveillance equipment and protocols travels between racing fairs.
 - 1. Location and number of video surveillance cameras for the detention stall and stable gate: Four (4) surveillance cameras monitoring this area.

15. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Human: City Ambulance of Eureka, 135th Street, Eureka, 707-445-

CHRB 14(A) - CARF Exhibit 7

Humboldt County Fair Security Department Organizational Chart



4907. Equine: One (1) Kimsey horse ambulance on site with two (2) personnel assigned. Equine equipment includes a coolant apparatus, leg splints and tarps for coverage.

1. Attach a certification from the ambulance service(s) listed in 15.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 15.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. See Exhibit 8
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Physicians from Redwood Memorial Hospital rotate on a daily basis. 707-725-7328
- 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: Redwood Memorial Hospital, 330 Renner Drive, Fortuna. 707-725-7328
- 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): Manager: Jill Duffy, Interim Fair Manager. Assistant Manager: Larry A. Swartzlander, Director of Racing.
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): California Fairs Service Authority (CFSA)
- 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 fair 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 (2) 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



May 23rd, 2023

Jill Duffy, General Manager
Humboldt County Fair Association
1250 5th Street
Ferndale, CA 95536

Dear Ms. Duffy,

City Ambulance of Eureka, Inc. of Eureka, California operates emergency and non-emergency ambulance transportation in Humboldt County. All of our paramedic staff are licensed with the California Emergency Medical Services Authority, in addition to being accredited by the LEMSA (local emergency medical services agency) in the area in which they are practicing. The current status of any paramedic license can be verified by CA EMSA on their website:

<https://emsverification.emsa.ca.gov/Verification/>.

Please feel free to contact me if you require further information. I can be reached anytime at (619) 366-3057.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Baza", with a long, sweeping horizontal line extending to the right.

Katie Baza
Operations Supervisor

CHRB 15(C) - CARF Exhibit 8

Humboldt County Fair First Aid and Medical Staffing

The Humboldt County Fair provides emergency care which supports comprehensive care for jockeys, track staff and allied personnel. Emergency care focuses on the immediate stabilization, comforting and evacuating injured racetrack personnel to appropriate hospital care facilities.

Two Emergency Medical Technicians from City Ambulance of Eureka are in an on-track ambulance, which is located within ease of access to the track during each day of training and racing. The ambulance and crew are present whenever horses are on the track (during both racing and training hours), and are responsible for initiating basic life support measures, including immediate medical stabilization, care and evacuation to medical care facilities.

Licensed Physicians are on-duty at Redwood Memorial Hospital and are responsible for ongoing care for jockeys, track staff and allied personnel requiring emergency medical care.

The Humboldt County Fair provides the services of a Kimzey Horse Ambulance, as well as an experienced driver and assistant who are responsible for the care, evacuation and disposition of injured horses.

Redundant communication services are provided to ensure constant contact between all emergency care personnel. Two-way radio networks are established within the racing operations, as well as fair emergency operations. All key emergency care personnel also carry cell phones and each is provided a laminated card containing all contact numbers. The fair also has an emergency response cell which responds to all emergencies, both medical as well as non-medical.

Each paramedic ambulance is equipped to provide Advanced Life Support including ECG monitoring, defibrillation, endotracheal intubation, needle thoracotomy, intravenous fluid, medications, spinal immobilization, splinting and hemorrhage control.

On-track first aid facility, including equipment and medical staffing:

- 2 EMT Certified or First Responders (First Aid Certificate) on site 11am – 7:00pm
- 1 Basic Life Support Kit (on-site at main offices)
- 5 Building Supervisors provided with stocked first kits (main grounds)

CHRB 15(F) - CARF Exhibit 9

Jockey Emergency Medical Procedures - English

CARF Fair Racing Accident Procedures

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.
2. A member of the track security staff shall proceed to the Jockey's Room to secure the ambulance transfer area and prevent visitation from bystanders away from the accident area.
3. A member of the track security staff shall be responsible for escorting emergency vehicles.
4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff/Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse to prevent further harm to people, horses and property.
2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.
3. The track veterinarian shall make the decision as to the necessity of euthanasia on the track.
4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.
5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person or horse from the track.

Plant Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.
2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc.), enabling them to take the necessary steps to mitigate additional problems.

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.
2. An additional member of the management team should report to the video department to monitor the scene and determine the extent of video coverage to be transmitted to the public.
3. A member of the management team should provide input as to announcements to be made by the track announcer.
4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family members of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.
5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

All Department heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

CHRB 15(F) - CARF Exhibit 10

Jockey Emergency Medical Procedures - Spanish

Procedimiento en caso de Accidente en CARF

De ocurrir un accidente en el hipodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siempre que lo necesario para tratar a la(s) víctima(s).

Seguridad

1. Tan pronto como sea posible, un miembro de seguridad del hipodromo deberá reportarse al lugar del accidente y desde ahí recibir las instrucciones del Paramédico responsable del lugar del accidente. El miembro de seguridad será responsable de mantener a los transeúntes fuera del lugar del accidente..
2. Un miembro del departamento de seguridad del hipodromo se acercará al cuartel del jockey para asegurar el área donde la ambulancia estará y prevenir que transeúntes y personas ajenas se acerquen.
3. Un miembro de seguridad del hipodromo será responsable de escoltar a los vehículos de emergencia..
4. Los miembros de seguridad serán responsables de controlar a la multitud.

Personal de Carreras/Veterinario del hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta deberá sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.
2. Los caballos muy mal heridos deberán ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.
3. El veterinario del hipodromo deberá decidir si se sacrifica al caballo en la pista.
4. Sea posible hacerlo, se debe colocar la pantalla/screen para tapar la vista al público, antes de iniciar el procedimiento de sacrificio del animal.
5. Los Outriders son responsables de remover cualquier desecho en la pista después de que la persona o caballo accidentado haya sido trasladado del lugar.

Personal de Planta/Plant Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.
2. Los miembros del departamento de planta que esten cerca del accidente deberan ayudar a fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsable del lugar del accidente.

Locutor

El locutor debera informar a los jinetes acerca de los detalles de la situacion (como la ubicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.
2. Otro representante de la gerencia debera informar al departamento de videio para monitorear la escena y ver la cobertura de video que sera transmitida al publico.
3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.
4. Un miembro de la gerencia sera responsable de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.
5. Todos los anuncios publicos y respuestas a la prensa las realice unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todo los Jefes de Departamento

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.

FERNDALE VOLUNTEER FIRE DEPARTMENT

P.O. BOX 485 - FERNDALE, CA 95536

THE MOST WESTERLY FIRE DEPARTMENT IN THE UNITED STATES

May 29, 2023

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

CC: Humboldt County Fair
Jill Duffy

To Whom It May Concern:

Please accept this letter confirming my inspection of the horse barn facilities at the Humboldt County Fair Association, 1250 5th Street, in Ferndale.

As of May 24, 2023, the horse racing facilities meet the requirements of the Ferndale Fire District.

A follow-up inspection of the horse racing facilities will be scheduled in late June or early July. This inspection shall happen before the horse barns and fairgrounds facilities are in use for the 2023 fair.

The permanent stalls in Ferndale contain fire sprinklers, all of which are in working order. The required 5-year sprinkler inspection was completed in 2021.

Our department conducts annual training sessions on the property of the Humboldt County Fairgrounds. We are familiar with the general character of the facilities, as it relates to our Responsibility to respond to any emergency that may arise during the annual event.

In addition to the permanent barns, the portable barns utilized by the Association are in a service range of existing fire hydrants, so that an appropriate response is possible if needed.

Sincerely,



Dennis DelBiaggio

Fire Chief

Ferndale Volunteer Fire Department

P.O. Box 485

Ferndale, CA 95536

(707) 786-9909

chief@ferndalefire.org



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

June 8, 2023

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

Dear Honorable Members of the CHRB Board,

The Humboldt County Fair fire inspection, per the Ferndale Fire Department, will occur in late June or early July, the exact date not available at the time of this writing. We respectfully request an exemption from the standards of CHRB Rule 1927, as the Humboldt County Fair will be complying with all local fire requirements and safety standards.

When complete, a fire clearance resulting from an inspection occurring within 45-days of the meet will be provided to the appropriate CHRB staff member to fulfill the obligation of our racing license.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

June 7, 2023

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

Dear Honorable Members of the CHRB Board,

The Humboldt County Fair currently has a workers' compensation insurance policy on file with CHRB through July 1, 2023, provided by California Fairs Service Authority (CFSA). CFSA will provide an updated certificate for the new policy in late June.

When complete, that policy will be sent to the appropriate CHRB staff member to fulfill the obligation of our racing license.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

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.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. 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: Winner's Circle Photo: Vassar Photography, 5075 Double Point Way, Discovery Bay. Racing Grandstand Sound System: Universal Balance, 2163 Park Avenue, McKinleyville. Armored Car Services: NOTWINC, 11875 Dublin Blvd., Dublin. Portable Stalls: Stall West, Inc., 4149 Burnett Road, Lincoln.
- B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. 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: \$60,000
Promotional/Marketing budget for prior race meeting: \$60,000
- C. Number of hosts and hostesses employed for meeting: 4
- D. Describe facilities set aside for new fans. N/A
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Remodeled paddock, fencing and surface improvements, upgrades to tack rooms and stalls, gravelling backside for dust control and cementing tack rooms.
 2. Fans We have moved our simulcast area to expand the capacity and include more tote machines. We are also expanding the viewing area on the west side of the paddock to accommodate additional fans.
 3. Facilities in the restricted areas N/A

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.
- | | |
|------------------------------|-----------|
| Admission (general) | \$15 |
| Admission (clubhouse) | N/A |
| Reserved seating (general) | No Charge |
| Reserved seating (clubhouse) | N/A |
| Parking (general) | \$5 |
| Parking (preferred) | N/A |
| Parking (valet) | N/A |
| Programs (on-track) | \$3 |
| (off-track) | \$3 |
- B. Describe any "Season Boxes" or other special accommodation fees. \$500 for box seats.
- C. Describe any "package" plans such as combined parking, admission, and program. N/A

19. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters.
- | | | |
|--|--|--|
| ☒ Corners (lockers and cubicles) | How many 18 | |
| ☒ 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. Separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing has been requested and will be completed prior to the meet.
- B. Number of rooms used for housing on the backstretch of the racetrack: 6
- C. Number of restrooms available on the backstretch of the racetrack: 6
- D. Estimated ratio of restrooms to the number of backstretch personnel: 1:10

21. 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. Organic dirt, silt, clay, sand, and Fir bark (composition and amendments per routine lab tests).
- C. The percent of cross slope in the straightaways is: 5.3-5.4%
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. Inner Rail: Fontana Safety Rail; Outer Rail: Aluminum gooseneck, supports with aluminum top rail; Inner Rail Height: ¼ mile/42", ½ mile/40.5", ¾ mile/40", 1 mile/42" (finish line).
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the fair 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



2023

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2023 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

AGREEMENT

THIS AGREEMENT is entered into between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A (and Section 2.1), herein referred to as "TRACK" or "TRACKS" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

I. TERM

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2023.

II. STATUS OF THE PARTIES

2.1 TRACKS. Each TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF"). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate, and contract on their behalf with TOC for the matters specified in this agreement.

CARF warrants and represents that it has been expressly authorized by TRACKS to enter into this agreement and that this agreement shall be binding upon all such TRACKS, their members, agents, employees, and officials during the term of the agreement. The TRACKS specifically authorizing CARF include the: Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and the Fresno District Fair.

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred racehorses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III.

DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

3.1 CARF and TRACKS, and TOC acknowledge and agree that disbursements made by TRACKS to TOC and California Thoroughbred Trainers, Inc. ("CTT"), and to the horse owners in the form of purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACKS agree that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds, to be paid to CTT, in trust, for the California Thoroughbred Horsemen's Foundation, Inc.; and 1% for a pension program for backstretch personnel to be administered by CTT.

(b) Before the distribution of stakes and purses, the Gross Distribution shall be reduced by up to an additional 1-3/4%, as directed by TOC, paid to NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

3.3 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 are 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, further, 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.

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2023 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60th) day after the close of the 2023 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse money generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agrees to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60th (sixtieth) day after the close of the Fresno Fair 2023 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the Fresno Fair 2023 Meet, TRACKS agrees to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations and pay the difference owed from the prior estimated payment.

IV.

AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACKS and that TOC shall continue as a such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at

TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 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, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2023 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of a TRACK's violation of 4.3 above, a TRACK or TOC, as the case may be, may give at least forty-eight (48) hours of written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

- (a) The submission of such claim to the CHRB for resolution; or,
- (b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including monetary damages, specific performance, and/or injunctive relief.

V. RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 15% of the total purse distribution shall be paid as stakes in each race meet during the term of this agreement except for Alameda County Fair whereas purses for stakes races shall not exceed 20% of the total purse distribution.

(b) Unless expressly agreed otherwise by TOC, CARF and TRACKS shall ensure that all stakes races offered, whether offered as a scheduled or overnight stake 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. The 2023 Stakes Schedule is included for reference in Attachment B.

For all other 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 24 (twenty-four) 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 equipped with a video camera, a communications device, and 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.

(c) In 2023, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise, the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule are approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two 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.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated in Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

5.4 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 Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C without first obtaining the written approval of TOC, which will not be

unreasonably withheld.

5.5 “Dates” preference for entries will be as agreed upon by the TOC and CARF Racing Secretary.

5.6 The parties agree that races for the amount of \$2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at CARF TRACKS.

5.7 (a) Maiden races shall not be written for a claiming price of less than \$5,000.00 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500, except at Humboldt County Fair where claiming races shall not be written for a claiming price of less than \$1,600.

(b) Racing Secretaries will offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use 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 except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than five (5) separate wagering interests with at least three different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) 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 receives 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 canceled 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.

5.8 Purses for all races run at the \$10,000 level and below during the 2023 Meet will be divided as follows:

- Fifty-five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one-half percent (7.5%) for fourth; and,
- Two and one-half percent (2.5%) for fifth;

Purses for all races run above the \$10,000 level and above during the 2023 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth.

5.9 A “Participation Purse” in the amount of \$450.00 as determined by TOC in its sole discretion 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 leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

5.10 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

VI. CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

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 qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACKS 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

California-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 California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. 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.

Furthermore, CARF and TRACKS and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meets, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. CARF and TRACKS shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

VII. MUTUAL COOPERATION

7.1 (a) CARF and TRACKS, and TOC represent to and agree with 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 advisable and to their mutual best interests that any differences of opinion between them with respect to 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.

Such matters include but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster and retain public goodwill toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane and maintaining the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement which requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, and postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other

persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACKS shall provide stalls for thoroughbred horses at each Track in an amount not less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

8.2 TRACK shall provide such auxiliary training facilities as are required to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment D hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) If any owner asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the owner so claiming shall submit his or her claim to TOC, and if TOC finds the claim meritorious may represent the owner and present the such grievance to TRACKS and if appropriate to the CHRB.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meets contemplated to be held by TRACKS. TRACKS shall endeavor to accommodate California-domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible unless the horses are physically unfit to race. Stall rental charges for horses that do not participate in the race meet will be as described in

Attachment D.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACKS reserve the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each TRACK is responsible to provide a current update to CARF and the specific horsemen for accounts receivable.

8.5 A Horsemen-Management Committee may be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACKS. All matters concerning problems of the Horsemen with the TRACKS, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

In making its determination as to the availability of stall space for each such horse TRACK shall adhere to the following standards:

(a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining their eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in the TRACKS' condition books or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACKS' stall space within 48 hours.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NCOTWInc, TRACKS shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACKS shall pay for tattooing only for horses entered to race on the overnights. TRACK shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at Golden Gate Fields and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

8.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Reservations shall be mailed by applicant to TRACK not less than 22 days prior to the opening of the race meet.

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2023 Meet.

8.9 TRACKS will maintain their racing surfaces in good condition for thoroughbred racing and training and agree to promptly rectify any condition unsafe to racehorses during their meet. Golf courses controlled by TRACKS shall be limited to play during each day from early morning to two hours before the first post. TRACKS shall not conduct any activity on the racing surfaces hazardous to horsemen or horses.

8.10 TRAINING FACILITIES - At all times when TRACKS are being used as a RACE MEET, TRACKS will cause their main track to be open at 6:00 A.M. and to remain open until 10:00 A.M. every day of the week.

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2023 Meet. Such cleaning shall occur on the day that 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.

8.12 The following are the workout criteria that will be in effect for the 2023 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2023 Fair meetings are as follows:

- a) Two year olds:
 - i) First-time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
 - ii) First-time starters in races six furlongs or over three works, one of which is at least five-eighths mile and a gate OK.
- b) Three year olds and up:
 - i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
 - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval

- iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, 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 five-eighths mile work since that race, except for two-year olds running less than five-eighths 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 prior to entry.
- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2023 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of the such device(s) during the 2023 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.

8.14. 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).

8.15. 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 11:00 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.

8.16. Unless agreed otherwise in writing by the parties, TRACKS 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 line during the TRACKS' 2023 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they 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 by the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race canceled 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. CARF and TRACKS, 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.

IX. PURSE AND STAKES SCHEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES

9.1 CARF or TRACKS shall contact the TOC immediately when a TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACKS shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2023, agree to consolidate administration and distribution of purses, including consolidation of purse underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs including Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for the administration and distribution of purses, according to the authorization described in the statute.

9.3 If at the close of its meet CARF shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the total amount of the overpayment shall be deducted from the purse funds received during the next racing meeting conducted by CARF unless otherwise agreed to by the

Parties. In furtherance of that point, the Parties agree that as of April 31, 2023, the CARF purse account will be underpaid by \$453,489.20 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing.

9.4 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than \$250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a CARF race meet as mutually agreed by CARF and TOC; or

(b) if greater than \$250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.5 TRACKS shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

X. FORCE MAJEURE

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACKS pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACKS pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACKS or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACKS or TOC.

XI. SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

11.1 TRACKS shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 TRACKS shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 6:00 A.M. and 8:00 P.M. on racing days and 6:00 A.M. and 2:00 P.M. on non-racing days.

XII. FACILITIES FOR TOC REPRESENTATIVES

12.1 TRACKS will provide, wherever practical and possible, an adequate office near the Racing Secretary's office equipped with a desk, telephone, and internet access for the use of TOC's authorized representatives.

12.2 TOC shall pay to TRACKS such amount of reasonable out-of-pocket expense as TRACKS shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACKS at the request of TOC.

XIII. OWNERS' PROPRIETARY RIGHTS AND BENEFITS

13.1 TRACKS agree that should they 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, TRACKS 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.

13.2 TRACKS acknowledges that, in the context of simulcasting, televising, and the re-broadcasting 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, TRACKS agree to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2023 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2023 Meet. TOC consents to TRACKS' 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 CARF or TRACKS 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 CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree 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.

13.4 TRACKS 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, TRACKS 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 (50%) of the net 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 specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by CARF, Fair TRACK where said race(s) are to be conducted and TOC.

13.5 TOC, on behalf of all owners participating in TRACKS' 2023 Meets, further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACKS to use the name, image, or likeness of individual horses for the promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.6 TRACKS agree to the following Owner Benefits to all owners who possess

a current and valid CHRB owner's license:

1. A single phone number for all TRACKS dedicated to owners with questions regarding "Owner Benefits" to be published in TRACKS condition books and on CARF Web Site
2. Free Parking in a designated area at each TRACK
3. Free Tram or shuttle service for owners from designated parking area to the racing grandstand should that area be deemed a "distance" from the racing grandstand
4. Clubhouse or equivalent admission for owner plus one guest each race day (Applicable only to those TRACKS which have an identified Clubhouse area.)
5. Minimum of four passes per owner or partner with an "in-today" horse
6. Reserved seating for owners with a horse in a Stakes plus as many passes as TRACK's Racing Secretary or Director of Racing may deem reasonable for guests
7. Consistent procedures for all TRACKS for receiving passes noted above
8. Consistent procedure at all TRACKS for winning owners to request and receive race replay video.

XIV. INTERSTATE SIMULCASTING OF RACES

14.1 TRACKS desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain written consent from TOC to any proposed contract or agreement with any out-of-state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACKS desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain written consent from TOC to any proposed contract or agreement with any out-of-state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 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 Attachment E. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 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. 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.

XV. INTRASTATE SIMULCASTING OF RACES

15.1 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACKS shall first obtain written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACKS.

15.3 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACKS shall first obtain written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast

facility unless some other distribution is agreed upon by TOC and TRACKS.

XVI. INTERNATIONAL SIMULCASTING

16.1 TRACKS have requested the consent of TOC to the international simulcast of its races as listed on Attachment E. TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACKS shall be equally divided between commissions for and purses at TRACKS.

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

XVII. INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2023 Meets 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.

In addition to any other terms set forth therein, Track acknowledges that TOC intends to condition the consents requested above on, at a minimum, the following requirements being satisfied for each ADW:

- i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.
- ii. 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;

iii. 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,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

A. Providers shall be required to undergo an annual parimutuel 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 provided 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 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. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted “TRA Data File” and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, the 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;

V. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

b. Remit to CHRIMS a monthly data fee of \$2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. 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.

XVIII. INTERSTATE ADVANCED DEPOSIT WAGERING

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2023 Meets for the purposes of interstate advanced deposit wagering, which does not include any form of exchange wagering, by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment “F.”

TOC consents to such simulcasts pursuant to and 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 therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from out-of-state residents on Thoroughbred races conducted at TRACKS during their 2023 Meets as follows:

18.1 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 TRACKS during their 2023 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

18.2 Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective out-of-state ADW wagering handle information;

18.3 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,

18.4 Approved ADW providers agree that the audit and disclosure requirements referred to herein 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, 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 host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers 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;
 - ii. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted “TRA Data File” and the California Account Wagering File pertaining to wagers placed by out-of-state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

of such wagers. Additionally, if requested to do so, the 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;

- iii. If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry-accepted ADW wagering data file format, then the provider shall disclose and provide true, complete, and correct copies of said file, pertaining to wagers placed by out-of-state 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,
- iv. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- v. Provider shall each remit to CHRIMS a monthly data fee of \$2,000.00. Said data fee paid by the provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of the provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XIX. FIRE AND DISASTER INSURANCE

19.1 The fire and disaster insurance policy is attached as Exhibit H. CARF 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 H shall be credited as an offset to the liability of CARF, if any. CARF 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 H terminate during the Term. Additionally, if no policy is attached as Exhibit H upon execution of this Agreement, CARF shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

19.2 The obtaining of a fire and disaster policy by TRACKS does not in any way preclude the individual owner or trainer from taking individual legal action against the

TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or another occurrence attributable to TRACKS.

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

XX. MISCELLANEOUS

20.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in TOC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

20.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

20.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a written signature by all parties.

20.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorneys fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

20.6 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.

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

- (a) If to CARF or TRACKS, at their address set forth in Attachment A, "Attention Fair Manager," with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95825.
- (b) If to TOC, to Jordyn Egan, Executive Director, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

20.8 TRACKS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS.

20.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACKS' daily racing program and ending with the last race of TRACKS' daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACKS together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted.

20.10 Modifications: CARF and TOC agree that a "Side Letter to CARF & TOC Race Meet Agreement" will be attached and incorporated in the Agreement. Otherwise, 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.

20.11 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.

21. CARF and TOC agree that it is the express intent of both parties in entering into this Horsemen's Agreement that CARF will conduct live Thoroughbred racing at Pleasanton, Cal Expo at Pleasanton, Humboldt and Fresno for each week of their - fair meets June 14th – Oct. 17th,

2023 (the "Summer Meet"). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling \$315,000 then the parties shall both support reviewing the rationale for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participates in a boycott against racing are not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold emergency dates hearing or on any CHRB vote in the event such emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: 4/15/23



Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: 4/15/23



Bill Nader, President & CEO

ATTACHMENT A
California Authority of Racing Fairs Members and Participating Tracks

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Jill Duffy General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Tom Martinez Fair Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

ATTACHMENT B

2022/2023 NORTHERN CALIFORNIA RACING FAIRS STAKES SCHEDULE COMPARISON



- ❖ Alameda County Fair at Pleasanton
- ❖ California State Fair at Sacramento
- ❖ Humboldt County Fair at Ferndale
- ❖ Big Fresno District Fair at Fresno

Revised: 3/22/23

❖ OAK TREE AT PLEASANTON SUMMER MEET	2022	2023
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59 th Running Two-year olds – Five & 1/2 Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
She's a Tiger Three-Year-Olds & Upward F&M One & 1/16 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed
Pleasanton Mile Three-Year-Olds & Upward One mile 70 Yds		\$150,000 Guaranteed
❖ CALIFORNIA STATE FAIR		
Governor's Handicap F&M, Three Year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
❖ HUMBOLDT COUNTY FAIR		
C.J. Hindley Humboldt County Marathon Hdcp Three Year Olds & Upwards, 1 Mile and 5 Furlongs	\$20,000 Guaranteed	\$20,000 Guaranteed
❖ BIG FRESNO FAIR		
Harris Farms Stakes (CAL BREDS) (Cal-Bred Golden State Series (\$25,000 from CTBA) Three-year olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Bulldog Hdcp, 27 th Running Three-Year Olds & Upward, One & 1/8 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed

**ATTACHMENT C
PURSE SCHEDULE**

2023 PROPOSED THROUGHbred PURSES

Category	Claiming	Condition	2023 PLN, SAC, FNO	2023 FER
Allowance		Open or Cond	40,000	15,000
Allowance		NW x 1	27,000	
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	
Alw/Opt Claiming	80,000	NW x 3	30,000	
Claiming	2,500	Open or Date	10,000	7,000
Claiming	3,200	NWX2/Clause	12,000	8,000
Claiming	3,200	Open or Date	12,000	8,500
Claiming	4,000	NW2/Lifetime	12,000	7,500
Claiming	4,000	NW3/Lifetime	12,000	8,000
Claiming	4,000	NW4 or Date	13,000	8,500
Claiming	4,000	Open or Date	13,000	9,000
Claiming	5,000	NW2/Lifetime	12,500	
Claiming	5,000	NW3/Lifetime	12,500	
Claiming	5,000	NW4 or Date	13,500	8,800
Claiming	5,000	NWX2/Clause	13,500	9,000
Claiming	5,000	Open or Date	14,000	9,500
Claiming	6,250	NW2/Lifetime	12,500	8,000
Claiming	6,250	NW3/Lifetime	12,500	8,000
Claiming	6,250	NW4 or Date	14,000	9,500
Claiming	6,250	Open or Date	15,000	9,500
Claiming	8,000	NW2/Lifetime	13,000	8,000
Claiming	8,000	NW3/Lifetime	13,000	8,000
Claiming	8,000	NW4 or Date	15,000	9,800
Claiming	8,000	Nw2x/Clause	14,500	9,800
Claiming	8,000	Open or Date	15,000	10,000
Claiming	10,000	NW2/Lifetime	14,000	9,000
Claiming	10,000	NW3/Lifetime	14,000	9,000
Claiming	10,000	Open or Date	17,000	10,000
Claiming	12,500	NW2/Lifetime	14,000	9,000
Claiming	12,500	NW3/Lifetime	14,000	
Claiming	12,500	Nw2x/Clause	16,000	
Claiming	12,500	Open or Date	18,000	10,000
Claiming	16,000	NW2/Lifetime	15,000	
Claiming	16,000	NW3/Lifetime	15,000	
Claiming	16,000	Open or Date	20,000	12,000
Claiming	20,000	NW3/Lifetime	16,000	
Claiming	20,000	Nw2x/Clause	20,000	
Claiming	20,000	Open or date	23,000	
Claiming	25,000	NW2/Lifetime	18,000	
Claiming	25,000	Open or Date	25,000	
Claiming	32,000	Open or Date	27,000	
Claiming	40,000	Open or Date	28,000	
Claiming	50,000	Open or Date	28,000	
Claiming	62,500	Open or Date	28,000	
Claiming	80,000	Open or Date	30,000	
Claiming	150,000-100,000	Open or Date	30,000	
Maiden Claiming	5,000		12,000	7,000
Maiden Claiming	8,000		12,500	7,500
Maiden Claiming	12,500		13,000	8,000
Maiden Claiming	16,000		14,000	8,000
Maiden Claiming	20,000		15,000	
Maiden Claiming	25,000		17,000	
Maiden Claiming	32,000		18,000	10,000
Maiden Claiming	40,000		19,000	
Maiden Allowance			26,000	
Starter Allowance	2,500			8,000
Starter Allowance	4,000		14,000	9,500
Starter Allowance	6,250		15,000	10,000
Starter Allowance	8,000		16,000	10,000
Starter Allowance	12,500		18,000	8,000
Starter Allowance	50,000	NW 2 (Clause 1 win 20 less)	20,000	

ATTACHMENT D

AUXILIARY TRAINING FACILITIES

Sacramento will be open as an auxiliary training facility for Pleasanton from June 10th – July 3rd. Pleasanton will be open as an auxiliary training facility for Sacramento from July 11th – Aug 1st. If GGF does not open prior to the Santa Rosa Meet both Pleasanton and Sacramento will be open as auxiliary training facilities from Aug 2nd – Aug 15th.

Stalls at auxiliary training facilities 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, but may be adjusted by the Stabling & Vanning Committee.

CARF acknowledges it is its responsibility to have every trainer utilizing one or more stalls at Sacramento during the term of the auxiliary stabling. All trainers will sign a stabling agreement requiring such trainer to fully comply with.

ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT

N/A

ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

ATTACHMENT G
SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING (“ADW”) RACES

To be provided.

ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY

See Attached.



2023

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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2023 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

THIS AGREEMENT is entered into by and between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A, herein referred to as "TRACK" or unless otherwise specifically designated, and the CALIFORNIA THOROUGHBRED TRAINERS, Inc., a California Corporation, hereinafter referred to as "CTT."

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, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4 of the Administrative Code of the State of California, Rules 2040, through 2043; and

WHEREAS, TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

WHEREAS, TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF") and CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7, of Title 1. CARF has been designated by its member Tracks to represent, negotiate and contract on their behalf with CTT for the matters specified in this agreement. Tracks, and each of them, warrant and represent that it has authorized CARF to enter into this agreement, and this agreement shall be binding upon TRACK, its members, agents, employees, and officials during the term of this agreement.

WHEREAS, TRACK and CTT, 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, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetracks, the backstretch and the welfare of trainers and other backstretch personnel, 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 meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 6, 2023 through October 15, 2023, which meets are hereinafter referred to as the "2023 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2023 Meets, should TRACK foresee an increase or reduction in purses, TRACK will make its best efforts to inform CTT of any pending change as soon as reasonably possible.

III. CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2023 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. 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.

TRACK shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this section. TRACK acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

IV. CONDITION BOOK

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2023 Meets available to horsemen at least 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.

V. STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes but is not limited to video surveillance) with respect to stalls and appurtenant facilities provided by TRACK other than living quarters.

"TRACK specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

"TRACK may, in its discretion, establish rules, regulations, and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

"The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

"TRACK will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

“Notwithstanding anything to the contrary herein, TRACK may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. TRACK agrees to notify CTT within 24 hours of any such entries.”

VI. STALL ASSIGNMENTS

6.1 TRACK shall provide stalls for thoroughbred horses at each Track in an amount less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

6.2 TRACK shall provide such auxiliary training facilities as are required by it to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree.

6.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on horsemen receiving Stall Applications timely, horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven (7) days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate against any trainer and will apply the standards as set out below. Stall Applications shall comport with all prevailing law and any relevant covenants or agreements between the associations and trainers' organization.

(b) If any trainer asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the trainer so claiming shall submit his or her claim to CTT, and if CTT find the claim meritorious, may represent the trainer and present such grievance to TRACK and, if appropriate, to the CHRB. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to the dispute resolution process as stated in Section VII of this agreement.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and the California Bred Thoroughbred in allocating stall space. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race.

6.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each Track is responsible to provide a current update for accounts receivable.

6.5 (a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining its eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in TRACK's condition book or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACK's stall space within 48 hours.

6.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NOTWINC, Inc., TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights. CTT, or its authorized representative, shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at CARF and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

6.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Applications for reservations shall be mailed to TRACK not less than 22 days prior to the opening of the race meet.

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have the same in good condition at least ten (10) days prior to the commencement of its race meet; except that TRACKS who cannot comply due to prior existing contracts for horseracing shall make reasonable efforts to have their facilities ready as soon as practicable. TRACK agrees that the barn area will be open, available, and in condition for stabling at no charge to horsemen for at least three (3) days following TRACK's 2022 meet.

6.9 TRACK will maintain its racing surface in good condition for thoroughbred racing and training and agrees to promptly rectify any condition unsafe to race horses during the

meet. Golf courses controlled by TRACK shall be closed during racing operations. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

6.10 TRACK agrees to wash or otherwise clean the racing colors or “silks” of owners with horses competing in the 2023 Meets. Such cleaning shall occur on the day that 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 CTT, the individual owners, and/or their trainers.

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 TRACK determine 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 ensure 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 2023 Meets, be open, available, and in condition for training at no charge to horsemen not less than 10 days prior to the opening day of the 2023 Meets.

VII.

DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section VI and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

(a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.

(b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.

(c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.

(d) Criminal complaints alleging violations involving animal health and safety.

(e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.

(f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.

(g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his

care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

VIII. 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 2023 Meets.

IX. FIRST POST TIME

All Post times for the 2023 Meets must be submitted for approval of the CHRB in TRACK's initial application for license.

X. 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; 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.

XI. 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.

XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2023 Meets, 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.

CTT 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, CTT 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 CTT 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.

XIII. 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 2023 Meets. TRACK agrees also to provide two passes per trainer per day for trainers in possession of a valid CHRB license and to provide four passes for trainers with "horses in today to race". Trainers may have access to Horsemen's shuttle or tram provided by TRACK at any time that shuttle or tram is operating.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees' Pension Administrative Committee and Edwin J. Gregson Foundation Board, VIP or "official" credentials for the 2023 Meets, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, up to a maximum of five (5), shall receive an "official" pin.

XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2023 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

It is the intent of TRACK and CTT that the main track will be maintained by TRACK and be available for training six (6) days a week on each day horses are stabled at TRACK (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT).

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main track during the 2023 Meets and while the main track is open for training preceding and following the 2023 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that TRACK will use reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the TRACK shall not be liable for the presence of rocks.

TRACK shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. TRACK shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. TRACK shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with TRACK and/or trainer in addressing the issue. TRACK reserves all rights against an offending trainer in connection with any fine levied against TRACK by a governmental entity for the improper storage of feed.

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 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 agrees, while horses are stabled at TRACK during its 2023 Meets, to have a manned, operating starting gate for training on the main TRACK.

TRACK agrees to provide an official vet at offsite stabling sites at reasonable intervals to allow trainers to work horses for removal from Vet's List.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

XV. BACKSTRETCH CAFETERIA

During the 2023 Meets, 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 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVI. TRAINERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular trainer 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 trainer, TRACK shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall

receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance 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.

XVIII. CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT 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.

XIX. TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2023 Meets and shall not participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XX. MUTUALITY

TRACK and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

TRACK will notify and consult the CTT, and, whenever reasonable and possible, obtain the consent and approval of the CTT, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, stall applications and applicants, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to CTT 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 shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXI. DEFAULT

The respective covenants herein contained are concurrent, and, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXII. EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2023 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK or the California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S

or the California Horse Racing Board's possession, custody, or control. TRACK and CTT mutually agree to grant authorization to each other to obtain and have released any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, each other, or other entity or party. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2023 Meets.

XXIV. MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

23.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

23.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This agreement may be modified or amended by a writing signed by all parties.

23.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

23.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

23.6 Inconsistent Language: When the language of 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 Race Meet Agreement, the language in the Race Meet Agreement shall control.

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

(a) If to TRACK, at its address set for in Attachment "A," "Attention Fair Manager: with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95815.

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

23.8 TRACK's Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACK's premises and the conduct of the race meets is the sole prerogative of TRACK.

XXV. 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).

XXVI. 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.

XXVII. 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 at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims, or privileges at any time whether during or after the term of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

4/5/23

Dated:

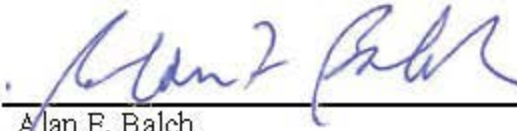


Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

April 5, 2023

Dated:



Alan F. Balch
Executive Director

ATTACHMENT A

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Rick Silacci General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

**2023
RACING AGREEMENT**

BETWEEN

**CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)
AND**

**PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.**

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment "A" (hereafter "TRACK"), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter "PCQHRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS' race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2023. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

(b) TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

(c) TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix "A", its member's agents, employees and officials during the term of the Agreement.

(d) PCQHRA is a horsemen's organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

(e) PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse

owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(f) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, and Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owners' premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than \$5,000 such amount shall be carried over to the following year.

(a) If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse

increases for the 2023 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

(b) If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

11. In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before 30 April, 2023, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

12. Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(a) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(b) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew. Pleasanton is open 1 June, 2022 for free stabling.

(c) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHRB license.

(d) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(e) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

13. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

14. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in 2017 or as retro-active money. In addition, TRACK will not pay a starter fee or out of state ship in fee. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starters in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The 2023 Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

17. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.

18. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

DATED 4/5/23

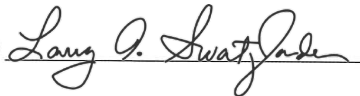
PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

BY: 
Dino Perez, PCQHRA

Address:
PO Box 919
Los Alamitos, CA 90720

DATED 4/5/23

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY: 

Larry A. Swartzlander
On behalf of the TRACKS listed in
Appendix "A"
Address:
California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Tom Martinez CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Jill Duffy CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Fair Mgr.	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX "B"
2023 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 49th Running	\$20,000 Guaranteed
Three Year Olds and Upward - 300 Yards	

California State Fair

The Jack Clifford –24th Running	\$20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards	

Humboldt County Fair

The Cream City Dash – 1 st Running	\$8,000 Guaranteed
For Three Year Olds & Upward – 220 Yards	

Big Fresno Fair

Fresno Quarter Horse Futurity-30th Running	\$20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards	



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

April 5, 2023

The following matters are agreed to as of April 5, 2023 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT) and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2023 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 16, 2023 and continue through October 15, 2023.
2. CARF Furosemide Protocol. Exhibit A.
3. Medication Administration Protocol. Exhibit B.
4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.
5. Protocol Prior to Medication Administration. Exhibit D.
6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California

By: Jordyn B. Egan

Name: Jordyn B. Egan

Title: Executive Director

California Authority of Racing Fairs

By: Larry A. Swartzlander

Name: Larry A. Swartzlander

Title: Executive Director

California Thoroughbred Trainers

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

Exhibit A

CARF Member Fairs 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 150 mg-250 mg (3 cc to 5 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 250 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 at CARF Member Fairs 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 a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF 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 a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs 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 CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs 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 two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

11. No furosemide will be administered to any two-year-olds.

12. No furosemide will be administered to any entrant in a stakes race.

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 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 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 states 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 coordination 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 if the lip tattoo. 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 if applicable, assist in identifying the horse through 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 250 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, 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 administered 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 to CHRB.

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

Exhibit C

Race Day Furosemide Administration by CARE Member Fairs Furosemide Veterinarians

Each racing day veterinarians responsible for medication administration shall perform an inventory of their kit and restock as necessary. The kit shall contain:

1. Salix
2. Epinephrine
3. 5/6cc syringes with 20G X 1 ½" needles
4. 10/12cc syringes with 20G X 1 ½" needles
5. 190 X 1 ½" silicone-free needles
6. Sharpie pens (fine point)
7. Highlighters
8. Small flashlight or penlight
9. Biohazard/Evidence bag
10. Colored tags & tape
11. Form CHRB- 36 Bleeder Treatments Report (See appendix XX)
12. Disposable exam gloves

Exhibit D

Protocol Prior to Medication Administration

Furosemide Coordinator Duties:

1. Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary.
2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.
3. Complete CHRB-36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list.
4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race.
5. Download the Horse Identification Program PDF file from Incompass website as follows:
 - a. <http://rto.incompasssolutions.com>.
 - b. Click on Incompass login.
 - c. Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval.
 - d. Select Menu/ Program/ Reports/ Horse Identification.
 - e. Enter race date via calendar icon.
 - f. Verify all Print boxes contain checks.
 - g. Click "View/ Print".
 - h. Print report, single-sided, letter sized (8.5X11") paper.
6. Annotate the Master Horse Identification Program by:
 - a. Writing the post time for each race to the LEFT of center on each page.
 - b. Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page.

- c. For races spanning more than one page, prominently writing FLIP OVER on the BOTTOM RIGHT of the first page for that race.
- d. Crossing out scratched horses.
- e. Logging Barn (and Stall number if known) in the left margin by each horses' name. This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary / Stall Person / Receiving Barn Manager.
- f. Recording Salix eligibility changes.
- g. Writing NO SALIX over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

Exhibit E

Staffing Requirements for CARF Member Fair Lasix Program

1. CARF Member Fairs will provide staffing for the administration of furosemide as follows:
 - a. One furosemide coordinator
 - b. One furosemide technician per veterinarian administering Lasix
 - c. One to Two Pre-Approved Veterinarians
 - i. Dependent on race day entries
2. The Fitness Veterinarian will provide Lasix administration services with the aid of a technician for any race card that has 49 or less horses requiring Lasix.
 - a. If a race card has more than 50 horses requiring the administration of Lasix, a second pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

22. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements 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. 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, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions.
- E. Absent natural disasters or causes beyond the control of the fair, 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 fair, 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.

23. 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 fair to attest to this application on its behalf.

X

Signature

Larry A. Swartzlander

Director of Racing

5-18-23

Print Name

Print Title

Date

6/7/2023

X *Lang A. Swartz*

Signature

Signed by: 949ea4a8-66ef-4d84-b7db-913f3a8d3f53

Agenda Item 5

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE
TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR AT
SANTA ROSA, COMMENCING AUGUST 2, 2023, AND CONTINUING THROUGH
AUGUST 15, 2023

Regular Board Meeting
June 29, 2023

Application: Sonoma County Fair at Santa Rosa

Breeds: Thoroughbred

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

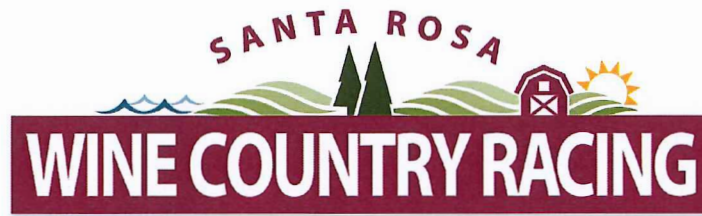
August 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Stabling Agreement with Golden Gate Fields received 06/15/23.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Sonoma County stabling and vanning agreement with Golden Gate Fields received 06/15/23.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Final inspection completed on 5/30/2023 epo ted.	Rule 1927
Backstretch Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Backstretch inspection scheduled o 07/01/2023.	Rule 2102

Track Safety Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	initial inspection completed follow up inspection scheduled for 07/15/2023.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	received letter of notification the application on 05/04/23.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	SCF Certificate of Self-Insurance expires 07/01/23. provided certificate expected letter	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Thoroughbred Owners of California – received 06/12/23. California Thoroughbred Trainers Association – received 06/19/23.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 389-395	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 406-422	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 392-393	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 400-405	BPC 19604 19604(b)(1)(C)

RECOMMENDATION:

Staff recommends approval application satisfactorily meets requirements for licensure.



June 5, 2023

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

Dear Mr. Chaney,

Currently outstanding from the Sonoma County Fair's 2023 Racing License Application are the following items:

- Stabling Agreement with Golden Gate Fields – In process and do not expect any delays.
 - Documentation for Ambulance Service at GGF – Will provide once stabling agreement is completed.
- Thoroughbred Owners of California Agreement – In progress. In process and do not expect any delays.
- CTT Agreement – In process and do not expect any delays.
- Current Workers' Compensation Certificate – As in years past, renewal certificate will be forwarded once renewed on July 1, 2023.
- Fire Clearance Letter from City of Santa Rosa – Final inspection was completed on May 30th. Letter will be forwarded when received.

Sincerely,

A handwritten signature in blue ink, appearing to read "Becky Bartling".

Becky Bartling
Chief Executive Officer



May 1, 2023

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

To Whom It May Concern,

This letter serves as written confirmation that the Sonoma County Fair/Wine Country Racing 2023 meet agrees to adopt the California Horse Racing Board's Inclement Weather Policy as provided on the chrh.ca.gov website.

Sincerely,

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

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing



May 15, 2023

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

Re: CHRB Concussion Protocols

Dear Mr. Chaney,

In regards to Racing Safety, the Sonoma County Fair agrees to adopt the Concussion Management and Return to Ride Guidelines, as posted on the CHRB's website, for the entire duration of the proposed 2023 race meet.

Thank you for your assistance and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca Bartling".

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

- A. Name, mailing address, telephone, and fax numbers of fair: Sonoma County Fair, 1350 Bennett Valley Road, Santa Rosa, CA, 95404, 707-545-4200, fax 707-545-9342
- B. Fair association is a: ☐ District Fair ☒ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair
- C. Provide the name, telephone, and email address for the fair contact person. Rebecca Bartling, CEO, 707-545-4200, bbartling@sonomacountyfair.com

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 race meeting: Wednesday, August 2 - Tuesday, August 15, 2023; August 2, 9, 10 will be simulcast only days
- B. Actual dates racing will be held: Thursday, August 3 - Sunday, August 6 & Friday, August 11 - Sunday, August 13.
- C. Dates racing will NOT be held: August 2 & August 7, 8, 9, 10
- D. Total number of racing days: 7
- E. Days of the week races will be held: Week 1: Thursday-Sunday, Week 2: Friday-Sunday
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

- A. Total number of races: 55
- B. Number of races by breed:
55 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

CHRB CERTIFICATION

Application received: 5/4/2023
Reviewed: SV

Hearing date: 6/29/2023
Approved date:
License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	8	0	0	0	7	8	8
Other Breeds	Click or tap here to enter text				Click or tap here to enter text.	Click or tap here to enter text.	.
Total	16	0	0	0	7	16	16

D. Total number of stakes races by breed:

2 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) 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 E that have been altered or 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). N/A
3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. N/A

F. 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?

G. List all post times for the daily racing program: Thursday, Saturdays & Sunday - Race # 1:

1:45p.m., Race #2: 2:15 p.m., Race #3: 2:45 p.m., Race # 4:3:15 p.m., Race #5: 3:45 p.m., Race #6: 4:15 p.m., Race #7: 4:45 p.m., Race #8: 5:15 p.m., Race #9: 5:45 p.m.;
Fridays: Race #1: 2:15 p.m., Race #2: 2:45 p.m., Race #3: 3:15 p.m., Race # 4: 3:45p.m.,
Race #5: 4:15 p.m., Race #6: 4:45 p.m., Race # 7: 5:15 p.m., Race #8: 5:45 p.m.

3E RACING PROGRAM - 2021-2023 Sonoma County Fair Stakes Information

2023 Thoroughbred Stakes **“Wine Country Stakes Series”**

Wine Country Stakes
Dropped
Note: fillies can run in Luther Burbank

Luther Burbank Handicap – 53rd Running
\$75,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 5

Robert Dupret Derby – 12th Running
\$75,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 12

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner’s Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

2022 Thoroughbred Stakes **“Wine Country Stakes Series”**

Wine Country Stakes
Dropped
Note: fillies can run in Luther Burbank

Luther Burbank Handicap – 52nd Running
\$75,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 6

Robert Dupret Derby – 11th Running
\$75,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 13

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner’s Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

2021 Thoroughbred Stakes **“Wine Country Stakes Series”**

Wine Country Stakes
Dropped
Note: fillies can run in Luther Burbank

Luther Burbank Handicap – 51st Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 7

Robert Dupret Derby – 10th Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 14

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner’s Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

- A. Names of the fair directors: Alma Bowen, Rocco Cunningham, Marilyn Herzog, Neysa Hinton, Kevin Howe, Teejay Lowe, Hugo Mata, Marcia Mickelson, Rob Muelrath, Annette O'Kelley, Stacey Powers, Carole Quandt, Kanani Reynolds, Lisa Wittke Schaffner, Sharon Wright
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Teejay Lowe, Hugo Mata, Neysa Hinton, Carole Quandt, Alma Bowen, Stacey Powers
- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Rebecca Bartling, CEO; Stacey Lapham, Director of Racing; Robert Moreno - Racing Secretary; Doug Gooby - Mutuel Manager; Juan Meza - Race Track Superintendent; Matt Dinerman - Track Announcer
- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Rebecca Bartling, CEO, 1350 Bennett Valley Road, Santa Rosa, CA, 95404, bbartling@sonomacountyfair.com; Stacey Lapham, Director of Racing, 1350 Bennett Valley Road, Santa Rosa, CA, 95404, stacey.lapham@sonoma-county.org

5. TAKE OUT PERCENTAGE

- A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
☐ Yes ☒ No
 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 fair association and the horsemen's organization for the meeting of the fair 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 the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2022 - 7 days	\$20,603,551	31,832
2021 - 6 days	\$23,941,769	3,445 (GGF limited patrons)
2020 - 6 days	\$24,706,799	n/a (GGF no patrons)
2019 - 8 days	\$19,741,800	27,074
2018 - 8 days	\$21,653,774	26,157

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: \$968,686

Prior meet actual: \$968,686

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

Current meet estimate: \$138,384

Prior meet actual: \$138,384

2. Overnight stakes:

Current meet estimate: \$150,000

Prior meet actual: \$140,400

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

Current meet estimate: \$21,429

Prior meet actual: \$20,057

3. Non-overnight stakes:

Current meet estimate: \$0

Prior meet actual: \$0

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

Current meet estimate: \$0

Prior meet actual: \$0

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

Current meet estimate: \$1,118,686

Prior meet actual: \$1,109,086

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

Current meet estimate: \$103,875

Prior meet actual: \$103,875

C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:

Prior meet actual:

CTT \$3,069

\$3,069

TOC	\$6,138		\$6,138
NTRA	\$1,214		\$1,361
PCQHRA	\$0		\$0
CWRA	\$0		\$0
ARAC	\$0		\$0
AMRA	\$0		\$0
CHBPAPEN	\$9,207		\$9,207
CTHF	\$9,207		\$9,207
Total:	\$28,835	Total:	\$28,982

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

Current meet estimate: \$1,251,395
 Prior meet actual: \$1,241,942

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

Current meet estimate: \$178,771
 Prior meet actual: \$177,420

E. 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: \$1,157,541
 Prior meet actual: \$1,147,793

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

Current meet estimate: \$165,363
 Prior meet actual: \$163,970

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$93,855
 Prior meet actual: \$94,149

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

Current meet estimate: \$13,408
 Prior meet actual: \$13,450

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

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Kevin Riley, CPA of Rossman, MacDonald & Benetti, 3838 Watt Avenue, Suite E-500, Sacramento, CA, 95821, kevin@rmb-cpa.com, (916) 488-8630

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 fair 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 fair 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 fair 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 fair is entitled thereafter 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 fair 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 fair 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: 760
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1,500
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Golden Gate Fields, Albany - 1,500
- E. Attach each contract or agreement between the fair 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 fair 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).
- G. State estimated cost to provide off-site stalls for this meeting. Show 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.

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: See 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. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☐ Yes ☒ No
- B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB,

9A (1) - EQUINE EMERGENCY SERVICES

A.

Dr. Forest Franklin - 916-585-2050 (onsite during racing hours)
Dr. Mike Parker – 415-307-4997 (at Santa Rosa during training and racing hours)
Dr. Casille Batten - 925-286-1421 (at GGF during training hours)
Dr. Ashton Cloninger * – 415-264-1630 (onsite during training hours & Lasix hours)

* Race day Lasix veterinarian

<u>VETERINARIAN</u>	<u>EMERGENCY CONTACT #</u>
Dr. Ken Allison	650-642-4636
Dr. Kim Khulman	510-867-5871
Dr. Jerry Parker	650-642-5610
Dr. Don Smith	510-812-9275
Dr. Kendall Cannon	415-218-3231
Dr. Steve Matuszak	415-860-3001

The second group of veterinarians listed above use a rotating schedule to cover Sonoma County Fair and at auxiliary sites during training hours. TBD – Rotating schedule amongst above listing.

Horses wishing to work to become eligible to be removed from Veterinarian's List must make appointment through the Test Barn secretary.

fairs 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. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

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).

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	☐ Yes	☒ No
Race #1	\$2DD; \$1E; \$1PK3; \$.50 PNP (Pick 4); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #2	\$2DD; \$1E; \$1PK3; \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #3	\$2DD; \$1E; \$1PK3; \$1 PNP (Pick 6 when 8 races); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #4	\$2DD; \$1E; \$1PK3; \$.50 PNP (Pick 5 when 8 races); \$1 PNP (Pick 6 when 9 races); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #5	\$2DD; \$1E; \$1PK3; \$.50 PNP (Pick 4 when 8 races); \$.50 PNP (Pick 5 when 9 races); \$1 PNP (Pick 6 when 10 races); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No

Race #6	(Pentafecta) \$2DD; \$1E; \$1PK3 (when 8 races); \$.50 PNP (Pick 4 when 9 races); \$.50 PNP (Pick 5 when 10 races); \$1 PNP (Pick 6 when 11 races); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #7	(Pentafecta) \$2DD; \$1E; \$1PK3 (when 9 races); \$.50 PNP (Pick 4 when 10 races); \$.50 PNP (Pick 5 when 11 races); \$1 PNP (Pick 6 when 12 races); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #8	(Pentafecta) \$2DD; \$1E; \$1PK3 (when 10 races); \$.50 PNP (Pick 4 when 11 races); \$.50 PNP (Pick 5 when 12 races); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #9	(Pentafecta) \$2DD; \$1E; \$1PK3 (when 11 races); \$.50 PNP (Pick 4 when 12 races); \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #10	(Pentafecta) \$2DD; \$1E; \$1PK3; \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #11	(Pentafecta) \$2DD; \$1E; \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method	☐ Yes	☒ No

10B: SONOMA COUNTY FAIR - PARI-MUTUEL WAGERING PROGRAM

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE	Yes ☐ No ☒
Race #1	\$2DD \$1E \$1PK3 \$.50 PNP (Pick 4) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #2	\$2DD \$1E \$1PK3 \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #3	\$2DD \$1E \$1PK3 \$1 PNP (Pick 6 when 8 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #4	\$2DD \$1E \$1PK3 \$.50 PNP (Pick 5 when 8 races) \$1 PNP (Pick 6 when 9 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #5	\$2DD \$1E \$1PK3 \$.50 PNP (Pick 4 when 8 races) \$.50 PNP (Pick 5 when 9 races) \$1 PNP (Pick 6 when 10 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1976.9 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #6	\$2DD \$1E \$1PK3 (when 8 races) \$.50 PNP (Pick 4 when 9 races) \$.50 PNP (Pick 5 when 10 races) \$1 PNP (Pick 6 when 11 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1976.9 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	

Race #7	\$2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1PK3 (when 9 races)	CHRB 1977
	\$.50 PNP (Pick 4 when 10 races)	CHRB 1976.9
	\$.50 PNP (Pick 5 when 11 races)	CHRB 1976.9
	\$1 PNP (Pick 6 when 12 races)	CHRB 1976.9
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
Race #8	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
	\$2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1PK3 (when 10 races)	CHRB 1977
	\$.50 PNP (Pick 4 when 11 races)	CHRB 1976.9
	\$.50 PNP (Pick 5 when 12 races)	CHRB 1976.9
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
Race #9	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
	\$2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1PK3 (when 11 races)	CHRB 1977
	\$.50 PNP (Pick 4 when 12 races)	CHRB 1976.9
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #10	\$2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1PK3	CHRB 1977
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #11	2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #12	\$1E	CHRB 1959
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*

* For closing day final race (mandatory payout): ARCI 004-105 T (4) (g) Method (7) (C)

In the event there is a prohibitive favorite where there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request approval from CHRB to (allow that entry to run for purse only) rescind or cancel wagering on that pool.

Race #12	(Pentafecta) \$1E; \$1 Trifecta; \$.10 Superfecta; \$.50 Super High 5 (Pentafecta)	2 Provision (C)* CHRB 1959; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #13	* For closing day final race (mandatory payout): ARCI 004-105 T (4) (g) Method (7) (C) In the event there is a prohibitive favorite where there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request approval from CHRB to (allow that entry to run for purse only) rescind or cancel wagering on that pool.	n/a	☐ Yes	☒ No

- C. 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
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: August 13, 2023 (Closing Day of Sonoma County Fair's Wine Country Racing)
- E. List any options requested with regard to exotic wagering. \$1 TRI and \$.10 SF when applicable; \$.50 PNP4 on the first four races and the last four races each day; \$.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners; \$1 PNP6 on the last six races each day, with 70% major pool paid or a carryover and a 30% minor pool paid; \$.50 Rolling Pentafectas (Super High 5) will be offered on all races with six (6) wagering interests when the pari-mutuel pools open. 100% payout of the net pool to the winners who select the top five finishers in exact order. No consolation or minor pool; 100% carryover if no ticket has five finishers in exact order. Mandatory payout on the final eligible race on Closing Day, August 13, 2023.
- F. 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.
- G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization,

the name of the person(s) supplying equipment, and expiration date of the service contract: Amtote effective October 25, 2015 with expiration date of October 2020 with option to extend Contract to October 2025. Equipment description on file with Board.

H. List below the takeout percentage for each type of wager identified in 10.B.:

TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, Trifectas, Superfectas & Pentafectas – 25.02%
Race #2	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, Trifectas, Superfectas & Pentafectas – 25.02%
Race #3	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #4	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #5	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #6	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #7	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #8	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, Trifectas, Superfectas & Pentafectas – 25.02%
Race #9	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, Trifectas, Superfectas & Pentafectas – 25.02%
Race #10	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, Trifectas, Superfectas & Pentafectas – 25.02%
Race #11	Win, Place, Show – 16.77%; Exacta &

	Daily Double – 24.02%; Trifectas, Superfectas & Pentafectas – 25.02%
Race #12	Win, Place, Show – 16.77%; Exacta – 24.02%; Trifectas, Superfectas & Pentafectas – 25.02%
Race #13	n/a

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting. Xpress Bet, TVG (Television Games Network), Twin Spires, NYRA Bets, Watch and Wager, Bet America
- 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 fair to conduct simulcast wagering: Northern California Off-Track Wagering, Inc. (NCOTWINC)
- B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair'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 fair proposes to offer its live audiovisual signal: NORTHERN CALIFORNIA: Alameda County Fair, Pleasanton; Big Fresno Fair, Fresno; California State Fair & Exposition, Sacramento; Golden Gate Fields, Albany; Jockey Club at San Mateo, San Mateo; Monterey County Fair, Monterey; San Joaquin County Fair, Stockton; Santa Clara County Fair, San Jose; Solano County Fair, Vallejo; SOUTHERN CALIFORNIA: Cabazon Fantasy Springs Casino, Indio; Derby Club, Ventura; Fairplex Park, Pomona; Hollywood Park Casino, Inglewood; Los Alamitos Race Course, Los Alamitos; Santa Anita Park, Arcadia; Sports Center, Nat'l Orange Show, San Bernardino; Sports Pavilion at The Farmers Fair, Perris; Sports Pavilion, San Bernardino Cty. Fair, Victorville; Surfside Race Place at Del Mar, Del Mar; Viejas Casino & Turf Club, Alpine; Watch & Wager, Antelope Valley Fgds, Lancaster
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: 123bet.com Amwest Accounts Arapahoe-Mile High Arima Race Club Arizona Downs On-Track--Arlington Park Assiniboia Downs Bangor Raceway & OTB Batavia Batavia Downs Online Beau



April 29, 2023

Ms. Becky Bartling, CEO
Sonoma County Fair
1350 Bennett Valley Road
Santa Rosa, CA 95404

RE: 2023 Sonoma County Fair (Santa Rosa) Race Meet ADW Approvals

Dear Becky,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Sonoma County Fair (SCF) race signals under the terms and conditions set forth below.

Pursuant to Section XVII. Intrastate Advanced Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and SCF, SCF shall be permitted to transmit race signals to California-licensed ADW providers TVG, Xpressbet, TwinSpires, NYRA Bets, Bet America, Watch and Wager, and Game Play Network to accept wagers on SCF and other Thoroughbred races during the 2023 SCF race meeting commencing August 2, 2023 and continuing through August 15, 2023, as follows:

1. California wagering on SCF races:

- a. TVG, XpressBet, TwinSpires, 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, TwinSpires, 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, TwinSpires, 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 (GPN) 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.

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

CHAIRMAN: GARY FENTON

PRESIDENT & CEO: WILLIAM A. NADER

EXECUTIVE DIRECTOR: JORDYN EGAN

NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL

SoCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

- d. TVG, XpressBet, TwinSpires, 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 SCF races:

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 7.5% 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 45% 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, TwinSpires, Bet America, Watch and Wager, and Game Play Network.

Very truly yours,



Jordyn B. Egan
Executive Director

cc: Stacey Lapham
Wayne Atwell

RivageBelterra ParkBetMGM NYRABets ORBirminghamBluffs Run
 GreyhoundBordertownBrazilBrazil SUACanterbury DownsCapital District OTBCasino
 AssociationCatskill IAWCatskills OTBCentury Downs On-TrackCharles Town Race
 CourseCharlottetownChester Downs & MarinaCoeur d'Alene Casino---Coeur d'Alene
 GreyhoundColonial DownsColumbus RacewayConnecticut OTBConn OTB Acct
 WageringCorpus Christi GreyhoundCoushatta Casino ResortDaytonDelaware ParkDelta
 DownsDial A BetDiamond CasinoDover DownsEgg Harbour Turf ClubElite Turf Club 1 thru
 10Elite Turf Club 11 thru 15Elite Turf Club 16 thru 17Elite Turf Club 18 thru 26Elite Turf Club
 2 thru 3Elite Turf Club 4 thru 5Elite Turf Club 6 thru 8Elite Turf Club 9Emerald DownsEmpire
 City Bets YonkersEvangeline DownsEvansville OTBFair MeadowsFairgroundsFairgrounds
 ADWFanDuel 1-3Favorites at GloucesterFinger LakesFinger LakesBets.comFonner ParkFort
 ErieFoxwoodsFraser DownsFreeholdGillespie County DownsGlobal Wagering
 GroupGreentrackGulf GreyhoundGulfstream ParkGWS Bet365GWS German ToteHastings
 ParkHawthorne Hawthorne ADWHiawatha Horse ParkHippodromo Quinto CentenHippodromo
 MonterricoHoosier ParkHorseman's ParkIdabet.com/eBetIndiana DownsInternet Wagering -
 Capitallowa GreyhoundJM Bens Airport Rd---Joe Mikes AntiguaJohn Martin's Manor
 RestauKentucky OTBLien GamesLincoln Race CourseLone Star ParkLouisiana DownsMagna
 BetMahoning Valley RCMaronasMaryland Jockey ClubMeadowlandsMeadows Acct
 WageringMeadows TheMeskwaki CasinoMiami Valley GamingMobile Greyhound
 ParkMohegan Sun CasinoMonmouth ParkMontana OTBMonterrico SimulcastingMountaineer
 ParkNassau Internet WageringNassau OTBNevadaNew Mexico - AlbqNewport Jai AlaiNJ
 MobileNorthfieldNorthlands Park IVRNorthlands ParkNorthvilleNYRANYRA ADWNYRA
 Bets ILNYRA Bets NYRAbets National 1 & 2NYRA Bets NY 1 & 2OaklawnOaklawn Park
 ADWOcean DownsOfftrackbetting.comOregon Off-trackPalace CasinoPanamaPariBet USPenn
 Acct WageringPenn Accounts xPA GroupPenn NationalPeru Jockey Club AWPhiladelphia
 ParkPhiladelphia Park ADWPicov DownsPlainridge RCPlainridge Acc WageringPlayer
 Management GroupPlayer Manag Grp B thru VPocono ADWPoconosPojoaquePony Bar St.
 ThomasPotawatomi Casino / OTBPrairie MeadowsPremier Gateway InternationalPremier Turf
 ClubPresque Isle DownsPrincess Casino SmlRacebetsRemington ParkRetama ParkRGSRGS
 Group 1 - 9Rideau Carleton RacewayRillito ParkRocky Mountain Turf ClubRosecroft
 RacewayRoyal Beach CasinoRuidoso DownsRunning Aces Harness ParkSam HoustonSan
 Marco Curacao IslSaratoga Harness RacewaySaratoga BetsScarboroughScarlet Pearl
 D'IbervilleScioto DownsSeabrook GreyhoundSeabrook Greyhound PhoneShorline Star
 GreyhoundSkydancer CasinoSports CenterStellaris Marriott Aruba-----Suffolk District
 OTBSuffolk DownsSuffolk Otb InternetSunland ParkSun Ray Park & CasinoTauton Account
 WageringTauton Dog Track The Track On 2ThistledownTioga DownsTote Investment Racing
 Svc---Turf del NorteTurf ParadiseTVG-Harrahs Chester DownsTVG-ArizonaTVG-Groups 1
 thru 9TVG-MassachusettsTVG-Prairie Meadows ADWTwin River GreyhoundTwinspires -
 Keeneland SelectTwinspires Mountain ViewTWS L White LabelValley Greyhound ParkVelocity
 Wagering Groups---Vernon DownsVirginia Equine Alliance-----Western Regional
 OTBWheeling DownsWill Rogers DownsWinna Vegas CasinoWoodbineWyoming Downs
 Evanston OTBWYoming Horse Racing LLCX The Spot OTB LGRXpressbet Arizona-----
 Xpressbet MarylandXpressbet Southern AlbertaYonkers OtbZia Park; Canadian Locations:
 Alberta Downs, Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira
 Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie,
 Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park,
 Hiawatha, Hipodrome de Quebec,Inverness Raceway,Kawartha Downs, Marquis Downs,
 Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway,
 Rideau Carlton, Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs,
 Summerside, TBC Sandown, TBC Teletheaters, Truro Raceway, Western Fair,Woodbine

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:
See listing above
- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal:
Commerce Casino, Commerce; The Derby Room Sports Grill & Turf Club, Norco; Firehouse Restaurant, Bakersfield; Lake Elsinore Hotel & Casino, Lake Elsinore; OC Tavern, San Clemente; Sammy's Restaurant & Bar, Mission Viejo; Santa Clarita Lanes, Santa Clarita; Tilted Kilt, Thousand Oaks
- G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and 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 fifty (50) imported Thoroughbred races statewide. The limitation of fifty 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
Canterbury Park, Charles Town, Delaware Park, Ellis Park, Emerald Downs, Evangeline Downs, Fingerlakes, Indiana Downs/Horseshoe, Louisiana Downs, Monmouth, Mountaineer, Penn National, Prairie Meadows, Presque Isle Downs, Ruidoso, Saratoga, Thistledown, Assiniboia, Australian Racing, Fort Erie, Hastings, South American Racing, United Kingdom, Woodbine	8/2 - 8/15	Selected Feature and/or Stakes Races

- H. List imported simulcast races the fair plans to receive during the racing meeting 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
N/A			

- I. 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 agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair 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 a fair 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 fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each 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 fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each 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. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:

Association Veterinarian(s)	Mike Parker, D.V.M.
Clerk of Scales	Kenneth Sjoldal
Clerk of the Course	Tina Walker-Bryant
Film Specialist	Jayne Thomas
Horse Identifier	Gary Greiner
Horseshoe Inspector	Agustin Rayas
Paddock Judge	Jayne Thomas
Patrol Judges	Myra Truitt & Jayme Thomas
Placing Judges	Nancy Barney & Lisa Jones
Starter	Todd Stephens
Timer	Chris Lapham
- B. Management officials in the racing department:

Director of Racing	Stacey Lapham
Racing Secretary	Robert Moreno
Assistant Racing Secretary	Linda Anderson
Paymaster of Purses	Leanda "Bucky" Huff
Others (identify by name and title)	
- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Niccoli Reporting; 619 Pilgrim Drive, Foster City, CA, 94404, pdqcsr@comcast.net, (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: 8/30/24
- 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 Communication, Inc. – Jim Porep (Expires 12/31/2023)

Equipment description on file with Board: 5 Cameras – (3 Towers, 1 Pan (rooftop), 1-Hand Held used for Finish Line and Paddock).

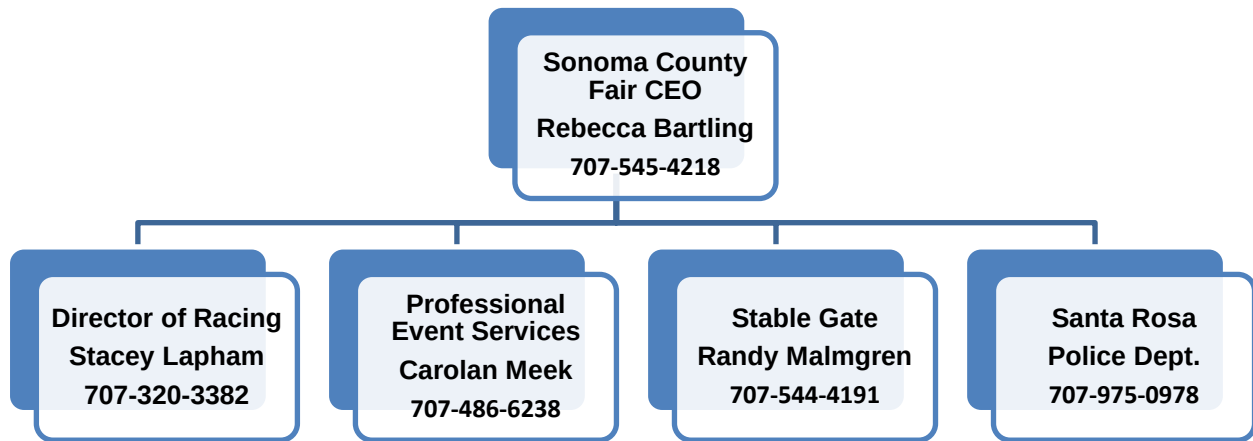
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Dedicated PC with connectivity to a hard wired electronic system surrounding the racetrack with infrared sensors at each 1/16th pole and both chutes. Pegasus Communication, Inc. – Jim Porep - Contract Expires: 12/31/2023.

14. 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. Rebecca Bartling, CEO (707) 545-4218; Sgt. Josh Ludtke, Santa Rosa Police Department, currently in overall charge of sworn officers at the Fair. Police are dispatched from (707) 975-0978. Each day a different Sergeant will be on grounds for supervision of patrolmen. A list of these supervisors will be made available to CHRB Staff when supplied by SRPD. They are all dispatched from the same (707) 975-0978 number. Private security supplied by Professional Events Services: Carolan Meek: (707) 463-1733 office; (707) 486-6238 cell; Randy Malmgren, Stable Manager: (916) 765-2845 Stable Gate: (707) 544-4191
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 7 uniform guards, 8 gatemen – 1 night patrolman – 2 uniform police. Barn Area: 5 Security Officers, 2 Security Rovers, 3 Licensed Gatemen based on 8/hour shifts.
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.
 - b. Number of security guards in the detention stall area during a 24-hour period. N/A
 - c. Describe number and location of surveillance cameras in detention stall area. N/A
 3. TCO2 Testing:
 - a. Number of races to be tested and number of horses entered in each race to be tested. Will comply with and follow CHRB directives.
 - b. Plan for enhanced surveillance for trainers with high-test results: Will comply with and follow CHRB directives.
 - c. Plan for detention stalls for repeat offenders: Will comply with and follow CHRB directives.
 - d. Number of security personnel assigned to the TCO2 program: As directed by CHRB
- C. Describe the electronic security system. Pegasus Communications provides and installs mobile surveillance equipment.
1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area

15. EMERGENCY SERVICES

Sonoma County Fair - Wine Country Racing Security Organization Chart



- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response/Sonoma Life Support; 930 South A Street, Santa Rosa, CA 95404; (707) 576-1365; Horse Ambulance Information: One Kimsey ambulance on site. Two personnel assigned. Equipment includes coolant apparatus, leg splint and tarps for coverage.
 - 1. Attach a certification from the ambulance service(s) listed in 15.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: Golden Gate Fields: Medic Staffing LLC, Ulysses Contronco, 440 Everette Street, El Cerrito, CA, 94530, 510-710-5157
 - 1. Attach a certification from the ambulance service(s) listed in 15.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. See Attached
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: James DeVore, M.D. - (707) 484-5466
- 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: Santa Rosa Memorial Hospital – 1165 Montgomery Drive, Santa Rosa, CA 95405, Emergency Room (707) 525-5207
- 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): Stacey Lapham – Director of Racing; Isaac Gentry, Maintenance Superintendent, Sonoma County Fairgrounds
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): Self Insured through County of Sonoma – See Attached
- 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 fair 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 (2) emergency medical technicians licensed in accordance with



KT McNulty, AMR Regional Director
Sonoma County

April 18, 2023

Becky Bartling, CEO
Sonoma County Fairgrounds
1350 Bennett Valley Road
Santa Rosa, CA 95404

Ms. Bartling,

Pursuant to your request for information about certification and licensure of our personnel, this letter is submitted as my certification that each of our Emergency Medical Technicians and Paramedics maintain the licenses required by the State of California and the Coastal Valleys EMS Agency.

All of our paramedics maintain current licensure by the State of California EMS Authority and are accredited by the Coastal Valleys EMS Agency to practice as paramedics in Sonoma County. Emergency Medical Technicians are certified by the Coastal Valleys EMS Agency or another local EMS agency whose certification is recognized statewide as prescribed in California Health & Safety Code, Division 2.5.

A sample of the state license for paramedics is attached. Photocopies of each paramedic's license are maintained in our files.

Please don't hesitate to contact me if further information is needed.

Sincerely,

KT McNulty
AMR Regional Director

**CALIFORNIA
PARAMEDIC**

Ambrose I Stevens

License #: P23777
Effective: 08/01/2022
Expiration: 07/31/2024
Status: Active



AMBROSE STEVENS

Signature

Certificate Holder: The law requires that you notify the EMS Authority of a name or address change within 30 days.

Employers: Always verify current license status through the California EMT Registry.



California Emergency Medical Services Authority
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670-6073

SONOMA LIFE SUPPORT
ALS AMBULANCE INVENTORY
SPRINTER (NET TYPE)

	<u>CABINET 1</u>		<u>MIDDLE SHELF</u>		1 Trauma Shears
1	Gloves (bx) Small	6	Epi. 1:10,000 1mg	4	Triangular Bandages
1	Gloves (bx) med	2	Atropine 1mg	4	Cold Packs
1	Gloves (bx) lg	4	Narcan 2mg	4	Hot Packs
		1	Dextrose 50%		<u>BOTTOM SHELF</u>
	<u>CABINET 2</u>	1	Calcium Chloride 1gm	1	4x4 Non-Sterile Pack
1	Stack Pillow Cases **	1	Sodium Bicarb Pre-load	1	2x2 Non-Sterile Pack
1	Stack Sheets, Blue**		(or vial w/60cc)	6	Roller Gauze, 4" **
1	Pillow**	2	Dextrose 10% Set-ups	12	ABD Pads 5x9 or 8x10 **
				12	4x4 Sterile **
	<u>CABINET 3</u>		<u>BOTTOM SHELF</u>	1	Band Aid (box)
6	Macro (10 drop) Sets	4	14g Angiocaths		
6	Normal Saline 1000cc	8	20g Angiocaths		<u>CABINET 7</u>
1	Secondary Medication Set	4	22g Angiocaths	2	CPAP, Flow-Safe, SM Adult
1	Dial-A-Flow Regulator	4	24g Angiocaths	4	Hand Held Neb. w/
3	Micro (60 drop) Sets	4	1cc Syringes	2	Albuterol/ 1 Atrovent
2	Normal Saline 100cc	8	3cc Syringes w/ twinpak	1	Needle Decompression Kit
1	Intubation Kit	4	5cc Syringes w/ twinpak	1	BVM Neb. w/ 2 Albuterol/1 Atrovent
		4	10cc Syringes w/ twinpak	1	BVM Adult
	<u>CABINET 4</u>	10	IV Start Packs	2	Bacterial Filters
2	Stacks Paper Towels	8	18g Angiocaths	1	Each i-Gel sz 1,1.5,2,2.5 (band together)
3	Emesis Basins	4	16g Angiocaths		
3	Emesis Bags	25	Lancets		<u>CABINET 8</u>
		1	Glucometer Strips (bx)	2	Narcs Box
	<u>CABINET 5</u>	2	Sharps Shuttles		
	<i>Temperature Monitor Top Shelf</i>	2	Transpore Tape (rolls)		<u>CABINET 9 is EMPTY</u>
	<u>DRUG BOX</u>	20	Alcohol Prep Pads		
1	Adenosine 6mg	6	Iodine Swabs		<u>CABINET 10</u>
1	Adenosine 12mg	6	Betadine Sticks	2	Suction Tubing
6	Albuterol 2.5mg	5	Prep Razors	2	Yankauer Rigid Suction Tips
2	Atrovent 0.5mg	8	Twinpak Tips	2	Suction Canisters w/ lid
1	Atropine 8mg	4	23g Needles	2	Each Suction Caths 6-18fr
2	Benadryl 50mg	4	Filter Straws	1	Disinfectant Spray
6	Epi 1:1,000 1mg	4	MAD Nasal Spray Tips	1	Germicidal Wipes (tub)
6	Zofran Tabs	10	Extension Sets	4	Backboard Straps
6	Zofran Vials or 1 MDV	10	10cc Normal Saline	4	Towels **
1	TXA 1g vial	2	3-Way Stopcocks		
2	Ketorolac 30mg vial				<u>CABINET 11</u>
	<u>TOP SHELF</u>		<u>CABINET 6</u>	2	Emergency Blankets
1	Hydrogen Peroxide (Bottle)		<u>TOP SHELF</u>	1	ECG Cable w/ 12-lead attachments
1	EZ IO (pedi)	4	ABT Masks, Adult	2	Defib Patches Adult
1	EZ IO (adult)	2	Filterline Ad/Neo	2	Pulse Ox Ad/Neo, Disposable
1	EZ IO (lg adult)	6	Smart Capno Ad/Inf	1	Pulse Ox Adult, Durable
1	Glucagon	4	Non-Rebreathers, Adult	5	EKG Electrodes (quantity equal to 50)
1	Oral Glucose Gel	4	Nasal Cannulas, Adult	2	EKG Paper (rolls)
10	Amiodarone 150mg		<u>MIDDLE SHELF</u>	1	BP Cuff, Thigh
1	Aspirin 81mg (Bottle)	4	Occlusive Dressings	2	Urinals **
1	Nitro 0.4mg Tab (Bottle)	2	Tape, Cloth 2" (rolls) **	2	Bedpans **
1	Thermometer	1	Tape, Paper 1" (roll)	2	Burn Sheets **
		4	Nose Clips	1	SAM Pelvic Binder
		2	10x30 Trauma Bandages	1	C-A-T (Tourniquet)

	CABINET 12	BOTTOM SHELF	GURNEY		
4	Head Beds **	8 Gray Blankets	3 Seat Belts including Shoulder Straps		
4	C-Collars Adult **	1 Permanent Marker	1 Monitor/Defibrillator		
2	C-Collars Pedi.	1 Cabinet Seals, Green (pack)	1 Pillow w/ Pillowcase		
4	Soft C-Collars	1 MCI Kit	1 Sheet, Blue		
		2 MREs	1 Blanket, Gray		
	CABINET 13	1 Printer Paper (ream)	1 ALS Backpack (or Blue Bag)		
3	Personal Protection Kits		1 "D" Cylinder in bag w/Regulator		
6	N95 Masks	STAIR CHAIR AREA	1 "D" Cylinder in headrest (optional)		
2	Safety Glasses	2 Each Cardboard Splints sizes	1 Set of Wrist Restraints		
2	Ear Plugs (sets)	SM, MED, LG	1 Set of Ankle Restraints		
2	P100 Masks	1 Stair Chair	LEFT GURNEY POUCH		
			2 Safety Glasses		
	CABINET 14	REAR DOOR RIGHT SIDE	4 N95 Masks		
4	Hair Nets	2 Nasal Cannulas, Adult	2 PPE Gowns		
6	PPE Gowns	2 Non-Rebreathers, Adult	4 Emesis Bags		
5	Surgical Masks	2 Hand Held Neb w/	RIGHT GURNEY POUCH		
2	Spit Socks	2 Albuterol/1 Atrovent	2 Restraints, Disposable		
2	Restraints, Disposable (sets) **	2 ABT Masks, Adult	1 Spit Sock		
5	Bio Bags Large	2 ETCO2 Cannulas	5 Surgical Masks		
5	Yellow Hazard Bags				
5	Patient Belonging Bags	REAR DOOR LEFT SIDE	FRONT CAB		
		4 Sheets, Blue	1 Fuel Card		
	ACTION AREA	4 Pillowcases	1 CHP Permit **		
1	Suction Canisters w/ lid		1 DMV Registration **		
1	Yankauer Rigid Suction Tip	CORNER, LEFT REAR	1 Insurance Cert**		
1	Suction Tubing	1 Broom	1 Box of Gloves per Crew Member		
1	Garbage Can		1 IPAD/MDC with Mapping **		
		HEAD OF BENCH SEAT	1 Emergency Response Guide Book		
	MAIN OXYGEN STORAGE	1 Sharps Container	1 Phone and Phone Charger		
1	"H" Cylinder		1 Spot Light		
2	"D" Cylinder, Spare	BEHIND BENCH SEAT	2 Flashlights		
1	O2 Regulator, Spare for "D" Cylinder	1 Hand Sanitizing Wipes (box)	1 Fire Extinguisher		
		1 Trauma Shears **	1 EMD Guidebook		
	BULKHEAD WALL BEHIND SEAT	1 BP Cuff Adult **	METAL CLIPBOARD		
1	FASTER Handset	1 Stethoscope **	5 Physician On Scene Forms		
		1 Clipboard w/ RAS, AMA, and Signature Forms	5 Blood Draw Forms		
	BULKHEAD AREA TOP		1 ALS Inventory List		
1	Portable Suction Unit w/ Canister **				
1	Suction Tubing **	FOOT OF BENCH SEAT			
1	Yankauer Rigid Suction Tip **	1 Garbage Can			
		2 Backboards			
	BULKHEAD CABINET				
	TOP SHELF	UNDER BENCH SEAT			
1	Blood Draw Kit	2 Helmets			
2	DOJ Blood Alcohol Kits	2 Leather Gloves (pairs)			
4	Sterile Water **	1 KED **			
1	OB Kit	1 Traction Splint **			
1	Pedi-Mate (car seat)	1 Carry-All (tarp)			
1	Pedi Warmer	1 Pedi-Board			
1	Pediatric Bag	1 Triangular Reflectors			

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SONOMA LIFE SUPPORT
ALS AMBULANCE INVENTORY
SPRINTER (NON-NET TYPE)

	<u>CABINET 1</u>		<u>BOTTOM SHELF</u>		6 Iodine Swabs
1	Gloves (bx) Small	6	Epi. 1:10,000 1mg	6	Betadine Sticks
1	Gloves (bx) med	2	Atropine 1mg	5	Prep Razors
1	Gloves (bx) lg	4	Narcan 2mg	8	Twinpak Tips
		1	Dextrose 50%	4	23g Needles
	<u>CABINET 2</u>	1	Calcium Chloride 1gm	4	Filter Straws
1	Stack Pillow Cases **	1	Sodium Bicarb Pre-load	4	MAD Nasal Spray Tips
1	Stack Sheets, Blue**		(or vial w/60cc)	10	Extension Sets
1	Pillow**	2	Dextrose 10% Set-ups	10	10cc Normal Saline
				2	3-Way Stopcocks
	<u>CABINET 3</u>		<u>CABINET 6</u>		
1	Blood Draw Kit		<u>TOP SHELF</u>		<u>CABINET 10</u>
2	DOJ Blood Alcohol Kits	1	Intubation Kit		<u>TOP SHELF</u>
2	Each Suction Caths 6-18fr	1	Needle Decompression Kit	4	Cold Packs
2	Suction Tubing	1	BVM Neb. w/ 2 Albuterol/1 Atrovent	4	Hot Packs
2	Yankauer Rigid Suction Tips	1	BVM Adult	2	Burn Sheets **
2	Suction Canisters w/ lid	2	Bacterial Filters	2	10x30 Trauma Bandages **
2	Urinals **	1	Each i-Gel sz 1,1.5,2,2.5 (band together)	3	Emesis Bags
2	Bedpans **		<u>BOTTOM SHELF</u>	3	Emesis Basins **
		2	CPAP, Flow-Safe, SM Adult		<u>BOTTOM SHELF</u>
	<u>CABINET 4</u>	4	Hand Held Neb. w/	1	4x4 Non-Sterile Pack
2	Stacks Paper Towels	2	Albuterol/ 1 Atrovent	1	2x2 Non-Sterile Pack
		4	ABT Masks, Adult	6	Roller Gauze, 4" **
	<u>CABINET 5</u>	2	Filterline Ad/Neo	12	ABD Pads 5x9 or 8x10 **
	<i>Temperature Monitor Top Shelf</i>	6	Smart Capno Ad/Inf	12	4x4 Sterile **
	<u>DRUG BOX</u>	4	Non-Rebreathers, Adult	1	Band Aid (box)
1	Adenosine 6mg	4	Nasal Cannulas, Adult	4	Occlusive Dressings
1	Adenosine 12mg			2	Tape, Cloth 2" (rolls) **
6	Albuterol 2.5mg		<u>CABINET 7</u>	1	Tape, Paper 1" (roll)
2	Atrovent 0.5mg	6	Macro (10 drop) Sets	4	Nose Clips
1	Atropine 8mg	6	Normal Saline 1000cc	1	Trauma Shears
2	Benadryl 50mg	1	Secondary Medication Set	4	Triangular Bandages
6	Epi 1:1,000 1mg	1	Dial-A-Flow Regulator	1	SAM Pelvic Binder
6	Zofran Tabs	3	Micro (60 drop) Sets	1	C-A-T (Tourniquet)
6	Zofran Vials or 1 MDV	2	Normal Saline 100cc		
1	TXA 1g vial				<u>CABINET 11</u>
2	Ketorolac 30mg vial		<u>CABINET 8</u>	1	Disinfectant Spray
	<u>TOP SHELF</u>	2	Narcs Box	1	Germicidal Wipes (tub)
1	Hydrogen Peroxide (Bottle)			4	Backboard Straps
1	EZ IO (pedi)		<u>CABINET 9</u>	4	Towels **
1	EZ IO (adult)	4	14g Angiocaths		
1	EZ IO (lg adult)	8	20g Angiocaths		<u>CABINET 12</u>
1	Glucagon	4	22g Angiocaths		<u>TOP SHELF</u>
1	Oral Glucose Gel	4	24g Angiocaths	2	Emergency Blankets
10	Amiodarone 150mg	4	1cc Syringes	1	ECG Cable w/ 12-lead attachments
1	Aspirin 81mg (Bottle)	8	3cc Syringes w/ twinpak	2	Defib Patches Adult
1	Nitro 0.4mg Tab (Bottle)	4	5cc Syringes w/ twinpak	2	Pulse Ox Ad/Neo, Disposable
1	Thermometer	4	10cc Syringes w/ twinpak	1	Pulse Ox Adult, Durable
		10	IV Start Packs	5	EKG Electrodes (quantity equal to 50)
		8	18g Angiocaths	2	EKG Paper (rolls)
		4	16g Angiocaths	1	BP Cuff, Thigh
		25	Lancets		
		1	Glucometer Strips (bx)		
		2	Sharps Shuttles		
		2	Transpore Tape (rolls)		
		20	Alcohol Prep Pads		
				**	CHP ITEMS

[illegible]

	<u>INTUBATION KIT</u>		1 Ice Pack		
1	Laryngoscope Handle, Adult		1 Nose Clip		
1	Each Straight Blades size 2 & 3		1 Trauma Shears		
1	Each Curved Blades size 3 & 4		<u>MCI KIT</u>		
1	Each Cuffed ET Tubes 6-9		25 Triage Tags		
1	Each i-Gel Size 3, 4, 5		Permanent Markers		
1	Adult Stylette		Pencil		
1	Flex Guide Tube Introducer		Pens		
1	Syringe, 10cc		Legal Size Note Pad		
1	ET Tube Holder Thomas Select, Adult		Medical Group Position Outline		
1	Filterline Ad/Neo		CVEMSA Patient Destination		
1	Magill Forceps, Adult		Tracking Forms		
1	Each NPAs, 24-36fr				
1	Each OPAs, 50-100mm		<u>GLUCOMETER KIT</u>		
6	KY Jellies		1 Glucometer		
1	Tape, Cloth 1" (roll)		1 Canister Test Strips		
2	Batteries, C		5 Lancets		
			5 Band Aids		
	<u>EZ IO KIT</u>		5 2x2 Non-Sterile		
1	EZ-IO Power Driver		5 Alcohol Prep Pads		
1	EZ IO (pedi)				
1	EZ IO (adult)		<u>BLOOD DRAW KIT</u>		
1	EZ IO (lg adult)		3 Vacutainer Sleeves		
1	IV Start Kit		3 Butterfly Needle Sets		
1	Quick Reference Card		3 Tourniquets (Rubber)		
1	Lidocaine Preload		10 2x2 Non-Sterile		
1	10cc Normal Saline		6 Band Aids		
			6 Iodine Preps		
	<u>IV KIT</u>		1 Sharp Shuttle		
2	Each Angiocaths 18,20				
1	Each Angiocaths 14,16,22,24		<u>D10 SETUP</u>		
2	IV Start Packs		<i>Tape items together with transpore</i>		
2	10cc Normal Saline		1 250cc bag D10		
2	Extension Sets		1 Secondary Medication Set		
1	1000cc Normal Saline				
1	Macro (10 drop) Set				
1	Sharp Shuttle				
1	Pillowcase				
	<u>Bandage KIT</u>				
2	Triangular Bandages				
2	Inch Stack of Non-Sterile 4x4 in ziplock				
1	Occlusive Dressing				
1	ABD Pad				
1	Roller Gauze				
1	Tape, Transpore 1" (roll)				
1	Tape, Cloth 1" (roll)				
1	Tape, Cloth 2" (roll)				
1	C-A-T (Tourniquet)				

15.C EMERGENCY SERVICES

Describe the on-track first aid facility, including equipment and medical staffing:

Sonoma County Fair Emergency Care and Medical Facilities

Sonoma County Fair, as well as all Racing Fairs, provides emergency care which provides for comprehensive medical care for jockeys, track staff and allied personnel. Emergency care focuses on immediate stabilizing, comfort and evacuation of injured racetrack personnel to appropriate hospital care facilities.

On-Track Staffing

One Advanced Life Support (ALS) Paramedic and one Emergency Medical Technician (EMT), from American Medical Response, are located in an on-track ambulance that follows at a safe distance from the horses racing during each race. This ambulance and crew are present whenever horses are on the track (during both racing and training hours) and are responsible for initiating basic life support measures, including immediate medical stabilization, care, and evacuation to medical care facilities.

Jockey Quarters Staffing

Licensed Physician on duty is responsible for care on an ongoing basis of jockeys, track staff, and personnel requiring non-emergency medical care.

Grandstands First Aid Staffing

As a back-up to any medical emergencies that happen on the track or backstretch or to any fans; the Fair also has a fully equipped First Aid Station located close to the Racing Grandstand at the northwest corner of the Hall of Flowers building. This location is staffed daily from 10:30 a.m. to 11:00 p.m. The contractor must provide at a minimum one person certified in ALS (Advanced Life Support) and one EMT; and there is an ambulance also located near this First Aid Station that is equipped with the same equipment as listed on the Ambulance inventory included in this application for the track ambulance.

Location of nearest Emergency Room Facility (Hospital) and Fire Department

Both the Emergency Room at Santa Rosa Memorial Hospital and Santa Rosa Fire Department are located less than 3 miles away from the Fairgrounds.

Physical Resources

Redundant communications services are provided to ensure constant contact between all emergency care personnel. Two-way radio networks are established within the racing operations as well as fair emergency operations. All key emergency care personnel also carry cell phones and each is provided a laminated card containing all contact numbers.

Ambulance

See the following List of Supplies and Equipment

Equine First Aid

Sonoma County Fair provides the services of a state-of-the-art Horse Ambulance as well as a senior experienced driver who is responsible for the evacuation and disposition of injured horses.

15F - EMERGENCY SERVICES

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:

(English) Sonoma County Fair Racing Accident Procedures

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.
2. A member of the track security staff shall proceed to the Ambulance Gate to secure the area to allow swift and secure exit by the ambulance and prevent visitation from bystanders to the accident area.
3. A member of the track security staff shall be responsible for escorting emergency vehicles.
4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff / Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses and property.
2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.
3. The Track Veterinarian shall make the decision as to the necessity of euthanasia on the track.
4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.
5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person and/or horse from the track

Fair Association Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.
2. Members of the Fair Association staff who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc.) enabling them to take the necessary steps to mitigate additional problems.

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.
2. An additional member of the management team should report to the video department in order to monitor the scene and access the extent of video coverage to be transmitted to the public.
3. A member of the management team should provide input as to announcements to be made by the track announcer.
4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family member of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.
5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

All Department Heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

SECTION 15.F ATTACHMENT

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 (Spanish):

Procedimiento en caso de Accidente en Sonoma County Fair

De ocurrir un accidente en el hipodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siempre que sea necesario para tratar a la(s) victima(s).

Seguridad

1. Tan pronto como sea possible, un miembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsable del lugar del accidente. El miembro de seguridad sera responsable de mantener a los transeuntes fuera del lugar del accidente.
2. Un miembro del departamento de seguridad del hipodromo se acercara a la puerta designada para ambulancia easguarar el area para que la ambulancia salga a la escenda del accidente y prevenir que transeuntes y personas ajenas se acerquen.
3. Un miembro de seguridad del hipodromo sera responsable de escoltar a los vehiculos de emergencia.
4. Los miembros de seguridad seran responsable de controlar a la multitud.

Personal de Carreras / Veterinario del Hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta debera sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.
2. Los caballos muy mal heridos deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea possible hacerlo de esa manera.
3. El Veterinario del Hipodromo debera decider si se sacrifica al caballo en la pista.
4. Sea possible hacerlo, se debe colocar la pantalla/screen para tapa la vista al publico, antes de iniciar el procedimiento de sacrificio del animal.
5. Los Outriders son responsables de remover cualquier desecho en la pista despues de que la persona o caballo accidentado haya sido trasladado del lugar.

Personal de la Feria / Fair Association Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.

2. Los miembros del departamento de la feria que esten cerca del accidente deberan ayudar a tapar el lugar para que el publico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsable del lugar del accidente.

Locutor

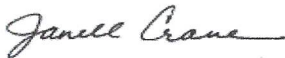
El Locutor debera informar a los jinetes acerca de los detalles de la situacion (como la ubicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hipodromo. El gerente informara a los otros gerente sobre las lesiones sufridas.
2. Otro representante de la gerencia debera informar al departamento de video para monitorear la escena y ver la cobertura de video que sera transmitida al publico.
3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.
4. Un miembro de la gerencia sera responsable de ver que la informacion con respecto al accidente sea dada a los familiares de los heridos. Se debe hacer lo necesario para acompanar a los familiares a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.
5. Todos los anuncios publicos y respuestas a la prensa las realiza unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todos los Jefes de Departamento

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.

Fiscal Year 22/23	CERTIFICATE OF SELF-INSURANCE		Issue Date 5/1/2023
COVERED ENTITIES: County of Sonoma Sonoma County Agriculture Preservation and Open Space District Sonoma County Community Development Commission Sonoma County Fair and Exposition, Inc. Sonoma County Water Agency 575 ADMINISTRATION DR., 116-C SANTA ROSA, CA 95403-2881		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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERED ENTITIES AND THE CERTIFICATE HOLDER.	
COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
General Liability	July 1, 2022	July 1, 2023	\$1,000,000 per occurrence, no aggregate; self-insured
Automobile Liability	July 1, 2022	July 1, 2023	\$1,000,000 per occurrence; self-insured
Workers' Compensation	July 1, 2022	July 1, 2023	Statutory Limits: \$300,000 permissibly self-insured; excess coverage through Public Risk Innovation, Solutions and Management
Public Officials Errors and Omissions Liability	July 1, 2022	July 1, 2023	\$1,000,000 per wrongful act; no aggregate; self-insured
Property	March 31, 2023	March 31, 2024	Replacement cost value
Description of Operations/Locations/Vehicles/Special Items: As Respects 2023 Sonoma County Fair Horse Racing August 3 - August 13, 2023			
The Certificate Holder is an additional covered party to the extent required by the indemnification provisions of the above referenced contract. This shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the Covered Entities shown on this certificate. The Covered Entities agree to waive recovery rights against the Certificate Holder with respect to the above referenced contract if required in writing in the contract.			
Certificate Holder California Horse Racing Board (CHRB) 1100 Hurley Way, Suite 300 Sacramento, CA 95825		AUTHORIZED REPRESENTATIVE  County of Sonoma Risk Manager 575 Administration Drive, Suite 116C Santa Rosa, CA 95403 	

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.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. 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: Spectra (formerly Ovations), 4501 Pleasanton Avenue, Pleasanton, CA, 94566; Winners Circle Photography, Bill Vassar, 5075 Double Point Way, Discovery Bay, CA, 94514; United/Puett Starting Gate, Chris Costello, 224 Tater Hill Road, East Haddam, CT, 06423
- B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. 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: Exceeds \$330,000
Promotional/Marketing budget for prior race meeting: On file with Board (GGF)
- C. Number of hosts and hostesses employed for meeting: Upstairs Grandstand Upper Level Guest Information Booth; wait service in Trackside Dining areas. In addition: 25 Ushers, 6 Guest Service Attendants and 5 Self-Service Betting Machine Attendants.
- D. Describe facilities set aside for new fans. Promotion of race coupons, vouchers, and other Wine Country Racing souvenirs to encourage fairgoer to go to the races during their fair visit. Promotion associates in the Grandstands assisting fans and first time bettors, including incentives/training for use of betting machines. VIP Experience offered to businesses or companies with over 50 guests. Includes hospitality area, meal and beverage service. Free daily racing seminar each fair day (more than 20 years continuously running). The Seminar is hosted by industry professionals and features daily high profile guests. Prizes and tips are given throughout the one hour seminar. Returning promotions and information services area providing novice fan information and wagering assistance. A \$2 betting voucher is offered to first time bettors making their bets in this area. Wine Country Hat Day at the Races - To be held on the final Saturday, August 12th. The Wine Country Hat Day ticket includes gate admission, grandstand seating, race program, hat competition, and refreshments with a named race and group photo taken in the Paddock. Proceeds benefit a non-profit. Derby Dog Dash Derby will be offered on Sundays. This encourages fairgoers who may not have considered going to the races to be in the grandstands and experience the racing program. Be sure to stop by the Sierra Nevada Taproom, located in Showcase Cafe near the Wine Country Racing grandstands. Take a break at the pub featuring local craft beer and Live Sporting Action and Wagering. Pull up a stool at our bar or relax in our Sonoma Chic Lounge & Sports Theater, featuring live music and major sporting events. Stop by and enjoy indoor and outdoor dining areas, large screen TV's and specialty beers. Also, enjoy food from a local food purveyor! Our Honky Tonk Bar is located outside of the Sierra Nevada Taproom on the fair side of the southern entrance

to the grandstand. This large bar and country music area links the fair patrons to the grandstand area. Trackside & Paddock View Dining Experiences are available in the grandstand and offer both group and single table options to our patrons. Trackside dining may be purchased in tables of four and is located on the North side of the grandstand box seat area. There are two Paddock View sections that are designed to accommodate groups of up to 26 patrons each. Both venues have been very popular and continue to bring new racing fans to Wine Country Racing.

- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Continued improvements have been added to the horsemen's trailer park. Ongoing annual maintenance of all barns. Trees in all racing areas of fairgrounds have been trimmed and manicured for safety purposes.
 2. Fans Ongoing enhancements to the Winners' Circle, finish line, and paddock area will continue to be implemented. ADA compliant wagering areas are offered throughout the grandstand for self service terminals and teller counters. All grandstand restrooms have been upgraded to meet ADA standards. Enhancements to grandstand designated box areas for trackside and paddock dining experiences.
 3. Facilities in the restricted areas New Duralock safety rail has been added to inside of turf track. Continue to extend the fairgrounds recycling program into the restricted racing areas. Ongoing maintenance and improvements in the barn/restricted area including new electrical wiring and repairs to roadways, barns, and gutters.

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.
- | | |
|------------------------------|---|
| Admission (general) | Fair Admissions: Adult: \$20/advanced sale \$15; Child (7-12): \$12; Seniors Special (Fridays only): \$1 |
| Admission (clubhouse) | n/a |
| Reserved seating (general) | Box Seat \$10/advanced sale \$7; Preferred Grandstand \$8/advanced sale \$5; Standard Grandstand \$5/advanced sale \$3.00 |
| Reserved seating (clubhouse) | n/a |
| Parking (general) | \$12.00 |
| Parking (preferred) | n/a |
| Parking (valet) | n/a |
| Programs (on-track) | \$3.00 |
| (off-track) | \$3.00 |
- B. Describe any "Season Boxes" or other special accommodation fees. Lower box seats \$154/seat season, Upper box seats \$127/seat season. Finish Line Seating (apron tables): advance sale \$10.00/once fair starts \$15.00. Trackside Dining: advance sale \$15 per seat/once fair starts \$17 per seat - tables of 4. Paddock View Dining: \$676 – Reserved seating section for up to 26. Includes fair admissions and racing programs for the entire group.
- C. Describe any "package" plans such as combined parking, admission, and program. Season Admission Pass – Pre-sale Price \$50 for all 11 days of fair admission (\$220 value) Family Pack– Pre-sale Price \$61, Includes: 3 Adult Admissions, 2 Kids Admissions, 1 Parking (\$35 discount)

19. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters.

- | | | |
|--|--|--|
| ☒ Corners (lockers and cubicles) | How many 40 | |
| ☒ 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. Separate area containing a dressing room, lounge area, sauna, showers, restroom, lockers, and bunks.

20. 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: 114
- C. Number of restrooms available on the backstretch of the racetrack: Total of 14 urinals, 20 toilets, 20 sinks, and 27 showers.
- D. Estimated ratio of restrooms to the number of backstretch personnel: 1:25

21. TRACK SAFETY

- A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,143.9 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition.
Dirt: 6% organic, 16% silt & clay; Turf Course: Tall Fescue
- C. The percent of cross slope in the straightaways is: 3% Main Track; 2% Turf Course
The percent of cross slope in the center of the turns is: 5 1/2% Main Track; 6% Turf Course
- 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 rail is aluminum wrap gooseneck posts covered by rubber and thermoplastic, Outer rail is steel posts and steel rail. Approximate height is 40 inches. Turf Track: Inner rail is PVC safety rail by Duralock. Outer rail is aluminum rail on gooseneck posts permanently mounted.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Stacey Lapham
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the fair 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.

22. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements 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. 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, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No Exceptions
- E. Absent natural disasters or causes beyond the control of the fair, 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 fair, 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.

23. 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 fair to attest to this application on its behalf.

X

Rebecca Bartling
CEO

Rebecca Bartling

CEO

5/5/2022

Print Name

Print Title

Date



**2023
Race Meet Agreement**

BETWEEN

**SONOMA COUNTY FAIR
& EXPOSITION, INC.**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2023 RACE MEET AGREEMENT

SONOMA COUNTY FAIR & EXPOSITION, INC.

AGREEMENT

THIS AGREEMENT is entered into between the Sonoma County Fair & Exposition, Inc, a Non-Profit Corporation, (SCF), herein referred to as "TRACK" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

I. TERM

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACK under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2023.

II. STATUS OF THE PARTIES

2.1 TRACK is a county fair organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred race horses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III. DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

3.1 TRACK, and TOC acknowledge and agree that disbursements made by TRACK to TOC and California Thoroughbred Trainers, Inc. ("CTT"), and to the horse owners in the form of

purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACK agrees that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds for the California Thoroughbred Horsemen's Foundation, Inc.; and, 1% for a pension program for backstretch personnel to be administered by CTT.

(b) Before distribution of stakes and purses, the Gross Distribution shall be reduced by up to an additional 1-3/4%, as directed by TOC, paid to TOC for NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

3.3 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 meet, 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, further, 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 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).

TRACK agrees to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of the 2023 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster Account by the sixtieth (60th) day after the close of the 2023 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the

event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse monies generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACK agrees to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster Account by the 60th (sixtieth) day after the close of the 2023 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the 2023 Meet, TRACK agrees to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations, and pay the difference owed from the prior estimated payment.

IV. AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACK and that TOC shall continue as such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 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 2023 Meet and shall not file or participate in any action, claim or proceeding to seek the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of TRACK's violation of 4.3 above, TRACK or TOC, as the case may be, may give at least forty-eight (48) hours' written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

- (a) The submission of such claim to the CHRB for resolution; or,

- (b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including money damages, specific performance, and/or injunctive relief.

**V.
RACING PROGRAM**

5.1 (a) Except as otherwise agreed, not more than 20% of the total purse distribution shall be paid as stakes.

(b) Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as 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. The 2023 Stakes Schedule is included for reference in Attachment A. 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 equipped with a video camera, a communications device, and 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.

(c) In 2023, TRACK will on or before 90 days prior to the opening of their scheduled race meet, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise, the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule are approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two 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.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated in Attachment B. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the

percentages shown in this Agreement.

A schedule of types and conditions for all overnight races to be run by TRACK during the 2023 Meet is attached hereto as Attachment B. TRACK shall not schedule any different type of race, provide for different conditions, or changes purses from that provided in Attachment B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

5.4 Track shall use a "date" system for entry preference consistent with other California tracks and as agreed by TOC

5.5 The parties agree that races for the amount of \$2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at TRACK.

5.6 (a) Maiden races shall not be written for a claiming price of less than \$5,000 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500.

(b) Racing Secretary will, if horse inventory permits offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use 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 except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than six (6) separate wagering interests with at least three (3) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) 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 receives 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.

5.7. Purses for all races run at the \$10,000 level and below during the 2023 Meet will be divided as follows:

- Fifty-five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one-half percent (7.5%) for fourth; and,
- Two and one-half percent (2.5%) for fifth;

Purses for all races run above the \$10,000 level during the 2023 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth.

5.8. A "Participation Purse" in the amount of \$450.00 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.

5.9 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

VI. CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

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 qualifying 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 California-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 California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. 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.

Furthermore, TRACK and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meet, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. TRACK shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

VII. MUTUAL COOPERATION

7.1 (a) TRACK, and TOC represent and agree with 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 advisable and to their mutual best interests that any differences of opinion between them with respect to 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.

Such matters include, but are not limited to, parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster, and retain public goodwill toward thoroughbred racing by conducting racing at TRACK on the highest possible plane, and to maintain the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement that requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, and postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACK shall provide stalls for thoroughbred horses at Santa Rosa in an amount as required pursuant to its license to conduct a race meet.

8.2 In the event that stalls at an off-site location (i.e. a location other than Santa Rosa) 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. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment C hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) 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.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) Horses whose condition or fitness will not permit them to race during the meeting shall vacate the premises within 48 hours. A failure, upon demand, to vacate the premises will result in a stall rental charge of \$50.00 per day such horse remains on the premises.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with TRACK are delinquent.

8.5 A Horsemen-Management Committee may be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACK. All matters concerning problems of the Horsemen with the TRACK, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to an agreement by shareholders of NCOTWInc, TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights.

8.7 Intentionally Omitted.

8.8 TRACK agrees to make the stalls, barn area and race track at Santa Rosa available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACK agrees that the main track at Santa Rosa will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACK'S 2023 Meet.

8.9 It is the intent of TRACK and TOC that the main track at Santa Rosa will be maintained in a good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK or management of Santa Rosa 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.

8.10 At all times during the Term that the main track at Santa Rosa is scheduled to be open for training, Santa Rosa 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. six (6) days a week.

8.11 TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2023 Meet. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK'S expense, without the right of reimbursement from TOC, the individual owners, and/or their trainers.

8.12 The following are the workout criteria that will be in effect for the 2023 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2023

8.13 3 Meet are as follows:

a) Two year olds:

i) First time starters in races under six furlongs: three works, one of

- which is at least one-half mile and a gate OK;
 - ii) First time starters in races six furlongs or over: three works, one of which is at least five-eighths mile and a gate OK.
- b) Three year olds and up:
 - i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
 - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval;
 - iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, 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 five-eighths mile work since that race, except for two-year olds running less than five-eighths 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 prior to entry.
- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Santa Rosa enclosure during the 2023 Meet, except as expressly authorized by the management of Santa Rosa and in accordance with any applicable CHRB rule. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2023 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK or management of Santa Rosa. 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.

8.14. 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).

8.15. 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.

8.16. TOC signage shall be on the same terms and conditions as for any other race meet conducted at Santa Rosa.

8.17. TRACK agrees that should they 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.

IX. PURSE AND STAKES SCHEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES

9.1 TRACK shall contact the TOC immediately when TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACK shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 If at the close of its meet TRACK shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the overpayment may be deducted from the purse funds received during the next racing meeting conducted by TRACK, or carried forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing. As of April 30, 2023, the Sonoma County Fair purse account was overpaid by \$322,033 as a result of prior years' activities.

9.3 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than \$250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a race meet as mutually agreed by TRACK and TOC; or

(b) if greater than \$250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.4 TRACK shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

X. FORCE MAJEURE

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACK pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACK pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACK or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACK or TOC.

10.3 Due to the pandemic caused by the virus SARS-CoV-2, TRACK cannot, and expressly does not, guarantee that TRACK'S 2023 Meet will be permitted to be conducted. TRACK will follow any governmental authority directing the cessation of racing.

XI. SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

11.1 TRACK shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 On every racing day a cafeteria located on the backstretch of Santa Rosa will be open 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. The aforementioned food service will be provided during days on which racing is not conducted from 5:00 A.M. to 1:00 P.M.

XII. FACILITIES FOR TOC REPRESENTATIVES

12.1 TOC shall be entitled to continue to use its current office space at Golden Gate Fields on the same terms and conditions as any other race meet that is conducted at Golden Gate Fields.

12.2 TOC shall pay to TRACK such amount of reasonable out-of-pocket expense as TRACK shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACK at the request of TOC, if such expenses are customarily paid by the TOC for any other race meet that is conducted at Golden Gate Fields.

XIII. OWNERS' PROPRIETARY RIGHTS AND BENEFITS

13.1 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.

13.2 TRACK acknowledges that, in the context of simulcasting, televising, and the re-broadcasting 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 re-broadcasting of races to the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACK'S 2023 Meet, consents to TRACK'S use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2023 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 receive 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.

13.4 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 (50%) of the net 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 specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by TRACK and TOC.

13.5 TOC, on behalf of all owners participating in TRACK'S 2023 Meet further agrees that the nomination of or entry 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.

13.6 If and when allowed by government regulations, TRACK agrees to the following Owner Benefits to all owners who possess a current and valid CHRB owner's license:

1. Free Parking in a designated area at Santa Rosa.
2. Clubhouse or equivalent admission for owner plus one guest each race day.
3. Minimum of four passes per owner or partner with an "in-today" horse.
4. Reserved seating for owners with a horse in a stakes race plus as many passes as TRACK'S Racing Secretary or Director of Racing may deem reasonable for guests.

XIV. INTERSTATE SIMULCASTING OF RACES

14.1 TRACK desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACK desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain the written consent from TOC to any

proposed contract or agreement with any out of state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 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 Attachment E. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 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. 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.

XV. INTRASTATE SIMULCASTING OF RACES

15.1 TRACK may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACK may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACK shall first obtain the written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACK.

15.3 TRACK may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance

with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACK shall first obtain the written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast facility unless some other distribution is agreed upon by TOC and TRACK.

XVI. INTERNATIONAL SIMULCASTING

16.1 TRACK has requested the consent of TOC to the international simulcast of its races as listed on Attachment D. TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACK shall be equally divided 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 the same or 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 amendment must comply with the provisions outlined in Article XXIV.

XVII. INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2023 Meets 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.

In addition to any other terms set forth therein, TRACK acknowledges that TOC intends to condition the consents requested in 29.a. above on, at a minimum, the following requirements being satisfied for each ADW:

i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.

ii. 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;

iii. 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,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein 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 provide 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 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. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted “TRA Data File” and the TRA Account Wagering

File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. 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;

V. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

v. Remit to CHRIMS a monthly data fee of \$2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. 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.

XVIII. FIRE AND DISASTER INSURANCE

18.1 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.

18.2 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 occurrences attributable to TRACK.

18.3 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 or trainer from TRACK.

XIX. MISCELLANEOUS

19.1 No Discrimination: No party to this agreement shall discriminate against the other

party due to membership in TOC, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

19.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

19.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a writing signed by all parties.

19.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

19.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

19.6 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.

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

(a) If to TRACK, at their address set forth here; Rebecca Bartling, CEO
Sonoma County Fairgrounds, 1350 Bennett Valley Road, Santa Rosa, CA 95404

(b) If to TOC, to Bill Nader, President, TOC 285 W. Huntington Drive,
Arcadia, CA 91007.

19.8 TRACK'S Management of Race Meet: Subject only to this agreement and applicable law, the management of TRACK'S premises and the conduct of the race meet is the sole prerogative of TRACK.

19.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACK'S daily racing program and ending with the last race of TRACK'S daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACK together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted. TOC contends that Daily Fantasy Sports is a form of wagering

and 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 revenue generated from Daily Fantasy Sports Contests will be distributed to the purse account.

19.10 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 is 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.

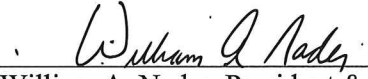
19.11 Interpretation: This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole,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

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

SONOMA COUNTY FAIR

Dated: 6/9/23 
Rebecca Bartling, CEO

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: June 8, 2023 
William A. Nader, President & CEO

ATTACHMENT A

Stakes Schedule, Overnight and Guaranteed Stakes

2023 Sonoma County Fair Proposed Stakes Schedule Wine Country Stakes Series

Sonoma County Fair						
Date	Name	Condition	Distance	Purse	Type	2022
Saturday, August 5, 2023	Luther Burbank Stakes	3 yr & up F&M	One and 1/16 Miles TURF	\$75,000 guaranteed	Overnight	8 Starters
Saturday, August 12, 2023	Robert Dupret Derby	3 year olds	One and 1/16 Miles TURF	\$75,000 guaranteed	Overnight	6 Starters
<u>2022</u>			<u>2023</u>			
2 Stakes Offered			2 Stakes Offered			
2 Overnight Stakes @ 75K each			2 Overnight Stakes @ 75K each			

ATTACHMENT B PURSE SCHEDULE

2023 SCF PURSES & CATEGORIES				
Category	Claiming	Condition	2022	2023
Allowance		Open or Cond	40,000	40,000
Allowance		NW x 1	27,000	27,000
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	27,000
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	28,000
Alw/Opt Claiming	\$80,000	NW x 3	30,000	30,000
Claiming	\$2,000	Open or Date		
Claiming	\$2,500	Open or Date	10,000	10,000
Claiming	\$3,200	NWX2/Clause	12,000	12,000
Claiming	\$3,200	Open or Date	12,000	12,000
Claiming	\$4,000	NW2/Lifetime	12,000	12,000
Claiming	\$4,000	NW3/Lifetime	12,000	12,000
Claiming	\$4,000	NW4 or Date	13,000	13,000
Claiming	\$4,000	Open or Date	13,000	13,000
Claiming	\$6,000	NW2/Lifetime	12,500	12,500
Claiming	\$5,000	NW3/Lifetime	12,500	12,500
Claiming	\$5,000	NW4 or Date	13,500	13,500
Claiming	\$5,000	NWX2/Clause	13,500	13,500
Claiming	\$5,000	Open or Date	14,000	14,000
Claiming	\$6,250	NW2/Lifetime	12,000	12,000
Claiming	\$8,250	NW3/Lifetime	12,500	12,500
Claiming	\$8,250	NW4 or Date	14,000	14,000
Claiming	\$8,250	Open or Date	15,000	15,000
Claiming	\$8,000	NW2/Lifetime	13,000	13,000
Claiming	\$8,000	NW3/Lifetime	13,000	13,000
Claiming	\$8,000	NW4 or Date	15,000	15,000
Claiming	\$8,000	Nw2x/Clause	14,500	14,500
Claiming	\$8,000	Open or Date	15,000	15,000
Claiming	\$10,000	NW2/Lifetime	14,000	14,000
Claiming	\$10,000	NW3/Lifetime	14,000	14,000
Claiming	\$10,000	Open or Date	17,000	17,000
Claiming	\$12,500	NW2/Lifetime	14,000	14,000
Claiming	\$12,500	NW3/Lifetime	14,000	14,000
Claiming	\$12,500	Nw2x/Clause	16,000	16,000
Claiming	\$12,500	Open or Date	18,000	18,000
Claiming	\$16,000	NW2/Lifetime	15,000	15,000
Claiming	\$16,000	NW3/Lifetime	15,000	15,000
Claiming	\$16,000	Open or Date	20,000	20,000
Claiming	\$20,000	NW3/Lifetime	16,000	16,000
Claiming	\$20,000	Nw2x/Clause	20,000	20,000
Claiming	\$20,000	Open or date	23,000	23,000
Claiming	\$26,000	NW2/Lifetime	18,000	18,000
Claiming	\$25,000	Open or Date	25,000	25,000
Claiming	\$32,000	Open or Date	27,000	27,000
Claiming	\$40,000	Open or Date	28,000	28,000
Claiming	\$50,000	Open or Date	28,000	28,000
Claiming	\$62,500	Open or Date	28,000	28,000
Claiming	\$80,000	Open or Date	30,000	30,000
Maiden Claiming	\$5,000		12,000	12,000
Maiden Claiming	\$8,000		12,500	12,500
Maiden Claiming	\$12,500		13,000	13,000
Maiden Claiming	\$16,000		14,000	14,000
Maiden Claiming	\$20,000		15,000	15,000
Maiden Claiming	\$25,000		17,000	17,000
Maiden Claiming	\$32,000		18,000	18,000
Maiden Claiming	\$40,000		19,000	19,000
MDN ALW			26,000	26,000
Starter Allowance	2500			
Starter Allowance	14,000		14,000	14,000
Starter Allowance	6250		15,000	15,000
Starter Allowance	8000		16,000	16,000
Starter Allowance	12500		18,000	18,000
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	20,000	20,000
Overnight Stakes			75,000	75,000
3yo Races will be written 3yo or 3up NW 3	* Purse equal to open race			

ATTACHMENT C
AUXILIARY TRAINING FACILITIES

Sonoma County Fair to provide Auxiliary Stabling agreement with Golden Gate Fields.

ATTACHMENT D
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

ATTACHMENT E
SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING (“ADW”) RACES

To be provided.

ATTACHMENT F
FIRE AND DISASTER INSURANCE

Attached hereto.

STAFF ANALYSIS

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 SONOMA FAIR AT SANTA ROSA FOR THE PERIOD AUGUST 2, 2023, THROUGH AUGUST 15, 2023, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(F)(5)(E).

Regular Board Meeting
June 29, 2023

ISSUE:

The Thoroughbred Owners of California (TOC) and the Sonoma County Fair are seeking an approval of an agreement under Business and Professions Code (BPC) section [19604](#)(f)(5)(E) for the period August 2, 2023 through August 15, 2023, which will continue the previously modified market access fee distributions for advance deposit wagering (ADW) wagers placed in the applicable zone on races hosted by the signatory host track. The Co-op Marketing Agreement allows the TOC and the track to continue programs that were previously supported by the California Marketing Committee (CMC) which is no longer operating as BPC section 19605.73 allowing its existence has expired.

ANALYSIS:

The TOC and Sonoma County Fair wish to continue certain CMC programs following the January 1, 2019 sunset of BPC section 19605.73, which authorized the CMC and its programs. The cost of these programs will be shared between the TOC and the signatory party on the Co-op Marketing Agreement. The share of cost attributed is based upon a percentage of handle in the applicable California zones that would otherwise be payable as thoroughbred purses and track commissions.

BACKGROUND:

BPC section 19604(f)(5)(E) provides that notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the Board, in accordance with an agreement signed by all parties whose distributions would be affected.

RECOMMENDATION:

This item is presented for Board discussion and action. Staff recommends the Board hear from the Co-op Marketing Agreement representatives.

Coop Marketing Funding Agreement

This Agreement is entered into as of this 7th day of June, 2023 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC").

IT IS HEREBY AGREED AS FOLLOWS:

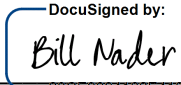
1. The distribution of Market Access fees from California resident Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom, based upon a percentage of handle in the applicable California zones that would otherwise be payable as thoroughbred purses and track commissions. The deduction from ADW market access fees shall be utilized to fund a coop marketing program. The deduction percentage of ADW handle in the applicable zones for each host shall be:

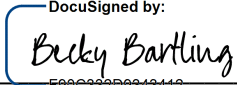
Sonoma Fair at Santa Rosa race meet 1.00%

2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deductions contemplated from market access fees placed on races hosted by the Signatory Racing Associations which is permitted pursuant to Business and Professions Code Section 19604 (f)(5)(E).
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective August 2, 2023 through August 15, 2023.
4. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.

Thoroughbred Owners of California

Sonoma Fair at Santa Rosa

Signature:  DocuSigned by:
20CE9094162E418...

Signature:  DocuSigned by:
F90C332D9343412...

Name: Bill Nader

Name: Becky Bartling

Title: President & CEO

Title: CEO/ Sonoma County Fairgrounds

Date: 6/7/2023

Date: 6/7/2023

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL
OF THE FISCAL YEAR 2023-24 AGREEMENT PROVIDING
FUNDING SUPPORT FOR THE BOARD

Regular Board Meeting
June 29, 2023

ISSUE: CHRB SUPPORT FORMULA FOR FISCAL YEAR 2023-24

The CHRB support formula is developed in consultation with the horse racing industry. Historically, the formula is based upon the license fees that would have been paid to the State of California had Senate Bill 16 (Ashburn) Chapter 12, Statutes of 2009 (SBX2 16) not been enacted.

This year's formula continues the deviation from previous methods that first occurred during fiscal year 2020-21 due to Covid-19 shutdowns and migration of handle from California brick and mortar facilities to California resident Advance Deposit Wagering (ADW) wagers. In response, horse racing industry stakeholders agreed to supplement the support formula by redirecting ADW market access fee funds that would otherwise benefit purses, breeders, and track commissions. Including the additional ADW market access fee funds reduces the overall percentage needed for Board support since the percentage is applied to all handle sources instead of just California resident ADW wagers and California brick and mortar facilities. A distribution for board support from California resident ADW is allowed under Section 19604 (f)(5)(E).

The approach to determine the percentages applied to California resident ADW utilizes the effective blended pre-SBX2 16 license fee rate for California brick and mortar wagers for each host. The combined pre-SB 16 license fees and ADW funding needed to cover board support funding is estimated to be 54.5 percent. With this approach there would be no change in the way that funding is calculated for brick and mortar and export wagers.

The following mechanism is used to develop the formula:

- The projected commingled handle from all sources including ADW adjusted for California residents was multiplied by the pre-SBX2 16 license fee rate for each host track to arrive at the estimated pre-SBX2 16 license fees for the fiscal year 2023-24.
- The CHRB support formula percentages were calculated by dividing the CHRB approved budget by the estimated pre-SBX2 16 license fees. The formula calculated rate for the 2023-24 fiscal year will be 54.5 percent.

Fiscal year 2023-24 is the fifteenth year the CHRB support formula has been in effect and the fourth year including all ADW sources. Table 1 below shows the CHRB approved budgets, and the CHRB support fee rates used to fund CHRB operations.

Table 1. Historical Percent of formula fee rates to support the CHRB budget.

Fiscal Year	CHRB Approved Budget	CHRB Support Fee Rate
2009-10	\$11,833,000	42.60%
2010-11	\$11,734,000	48.80%
2011-12	\$11,716,000	57.80%
2012-13	\$11,590,000	52.65%
2013-14	\$11,639,000	52.65%
2014-15	\$11,912,000	52.65%
2015-16	\$13,263,000	59.25%
2016-17	\$13,469,000	61.00%
2017-18	\$13,799,000	68.00%
2018-19	\$14,245,000	68.00%
2019-20	\$14,533,000	72.00%
2020-21	\$16,820,500	55.60%
2021-22	\$17,567,000	55.60%
2022-23	\$17,472,000	53.50%
2023-24	\$17,545,000	54.50%

The CHRB support fee rate is an estimate and depending on handle activity there will be a variance at the end of the fiscal year. The industry agreement provides for reconciliation during the fiscal year to ensure the industry obligations under the industry agreement are met, including augmentations appropriated in the budget act.

BACKGROUND

Business and Professions Code section 19616.51(a) states:

Notwithstanding any other provision of law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 1949.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state . . . to fund the board and the equine drug

testing program as follows:

- (1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with the formula devised by the board in consultation with the industry.
- (2) The baseline funding for the board and equine drug testing program in the first fiscal year after the enactment of this section shall be the amount approved in the 2008-09 Budget Act.
- (3) Adjustments to the funding in subsequent budget years may only be made by an act of the Legislature.

Business and Professions Code section 19604(f)(5)(E) states:

Notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the board, in accordance with an agreement signed by all parties whose distributions would be affected.

For the 2023-24 fiscal year, the CHRB's operating budget as determined by the Governor's Budget, is \$17,545,000 and such amount shall be subject to change in future years.

RECOMMENDATION

Staff recommends that the Board approve the funding formula for fiscal year 2023-24.

Agreement for CHRB Support Fiscal Year 2023-2024

This will serve to memorialize agreement among the undersigned with respect to funding of the California Horse Racing Board, ("CHRB"). The undersigned hereby agree among themselves that each will make the following payments:

1. Section 19616.51 of the Business and Professions Code was amended by ABX4 12, and now stipulates:

(a) Notwithstanding any other law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 19491.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state, to be deposited into the Horse Racing Fund, which is hereby established, to fund the board and the equine drug testing program as follows:

(1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with a formula devised by the board in consultation with the industry.

For the 2023-2024 fiscal year, in accordance with Section 19616.51 and the Budget Act of 2023, the CHRB operational budget is \$17,545,000 plus any augmentations appropriated in the Act pursuant to Control Section 3.60, Employer Retirement Contribution and Item 9800, Employee Compensation Adjustments. Thus, the undersigned are responsible for the funding of the CHRB's annual operating budget by depositing the necessary funds in the California Horse Racing Fund. It has been determined that the amount to be so deposited by each of the undersigned shall be 54.50 percent of the License Fee that would have otherwise been payable by the undersigned in the absence of the enactment of SB 16XX ("Pre-SB 16XX License Fee").

In addition, each of the undersigned host entities shall distribute funding to the CHRB from its market access fees generated by California resident Advanced Deposit Wagering ("ADW") which would have otherwise been distributed to track and purse commissions. Distributions from ADW are allowed per Section 19604 (5) (E). The following percentages of ADW shall be deposited by each host entity:

Alameda County Fair	0.5450%
California State Fair	0.5450%
Del Mar Thoroughbred Club	1.0758%
Humboldt County Fair	0.5450%
Los Alamitos Racing Assn.	1.0124%
Los Alamitos Quarter Horse Racing Assn.	0.2318%
Los Angeles County Fair	0.5474%
Los Angeles Turf Club	1.0739%
Pacific Racing Association	0.5742%
Sonoma County Fair	0.5450%
The Big Fresno Fair	0.5450%
Watch and Wager, LLC	0.2180%

By the CHRB's approval of this Agreement, the CHRB shall be deemed to have approved the alternate distributions of market access fees as required per Section 19604 (f) (5) (E).

The undersigned shall remit the respective amounts they owe no later than Friday for amounts generated during the prior week (Monday through Sunday) for wagers placed at brick and mortar sites within California. For amounts generated by wagering outside the State of California on races conducted in California ("export wagering") and California resident wagers facilitated through California licensed ADW providers, the undersigned will remit the respective amounts they owe within ten business days of the receipt of host fees and market access fees.

It is contemplated funds generated pursuant to the enactment of AB 1974 will supplement the board support funding generated via commingled handle.

Final excesses or shortfalls in funding shall be determined after the end of the fiscal year. Should a shortfall occur, the payments required by the undersigned shall be determined by calculating the percentage of each entity's contribution to the total funding generated in the current fiscal year and then applying such percentage to the shortfall. The CHRB will notify the undersigned of their shortfall amounts, and the undersigned will remit payments within ten business days of such notification. Should an excess in generated funding occur, payments to the CHRB shall cease once board support payments have reached \$17,545,000. The excess in generated funding shall be deposited into a trust account maintained by the Del Mar Thoroughbred Club to be distributed to each entity utilizing the same calculation methodology as for shortfalls.

It is agreed that the CHRB shall evaluate payments received during the fiscal year and require that it receive pre-payments in order to ensure that its operations are funded timely and sufficiently throughout the fiscal year. The undersigned will fund such pre-payments within ten business days of notification.

2. The CHRB is a third party beneficiary of the payments to be made by the undersigned pursuant to paragraph 1 hereof, therefore, the CHRB has a right to bring an action against any of the undersigned who fail to make the prescribed payments in paragraph 1 hereof. Payments to be made by the undersigned are the sole responsibility of that entity; therefore, there is no joint and several liability among the undersigned for the failure of anyone to make the prescribed payments.

3. This Agreement may be signed in counterparts.

4. California Horse Racing Industry Organizations which have agreed to participate in the funding described above include: California Authority of Racing Fairs, Del Mar Thoroughbred Club, Los Angeles County Fair Association, Los Alamitos Racing Association, Los Alamitos Quarter Horse Racing Association, Los Angeles Turf Club, Pacific Racing Association, Sonoma County Fair, Watchandwager.com LLC, California Harness Horsemen's Association, California Thoroughbred Breeders Association, Pacific Coast Quarter Horse Racing Association, and Thoroughbred Owners of California.

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By_____

By_____

Los Alamitos Racing Association

Los Angeles County Fair Association

By_____

By_____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By_____

By_____

Pacific Racing Association

Sonoma County Fair

By_____

By_____

Watchandwager.com LLC

Thoroughbred Owners of California

By_____

By_____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By_____

By_____

Pacific Coast Quarter Horse Racing Association

By_____

Agreed and Accepted:

By _____
California Horse Racing Board

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING LOS ALAMITOS EQUINE SALE COMPANY'S REQUEST FOR AUTHORIZATION OF ITS 19TH ANNUAL QUARTER HORSE YEARLING AND MIXED STOCK SALE, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.

Regular Board Meeting
June 29, 2023

ISSUE:

Pursuant to California Horse Racing Board (Board) [Rule 1807, Authorized Horse Sales](#), Los Alamos Equine Sale Company, LLC request Board approval of its upcoming 19th Annual Quarter Horse Yearling and Mixed Stock Sale, scheduled for September 30th and October 1st, at Los Alamos Race Course in Cypress, California.

BACKGROUND:

Board Rule 1807, Authorized Horse Sales, provides that the Board may authorize a horse sale or horse auction sale for the sale of race horses or breeding stock that is used in the production of race horses, to be held on the premises of a racing association, and the authorization and approval of such horse sale or horse auction sale shall be upon such conditions as may be imposed by the Board.

RECOMMENDATION:

This item is presented for Board discussion and action.



Pacific Coast Quarter Horse Racing Association

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

April 26, 2023

The Los Alamitos Equine Sale Company requests CHRB approval under Rule 1807 (Authorized Horse Sales) for its 19th Annual Quarter Horse Yearling and Mixed Stock Sale. The sale will be held on September 30 & October 1, 2023, at Los Alamitos Race Course.

The sales company owners are Edward C. Allred and Steve Burns, DVM, managed by the Pacific Coast Quarter Horse Racing Association. As in previous years, the sale pavilion will be held outdoors under a 100x200 tent on the old Cypress golf club premises. The temporary barns are assembled on a Los Alamitos Race Course parking lot section.

If you have any comments or questions, please get in touch with me.

Sincerely,

Dino Perez
PCQHRA

Agenda Item 9

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE RENEWAL APPLICATION FOR
LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT CHILFRUITS, INC.
DBA TILTED KILT IN THOUSAND OAKS

Board Meeting
June 29, 2023

Application: Tilted Kilt Minisatellite Application

Licensing Period: 07/18/2023 – 07/17/2028

Required Information	Status	Comments	CHRB Rule/Law
Additional Satellite Wagering Facilities Within 20-mile Radius	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Southern California Off Track Wagering Incorporated (SCOTWINC) has stated that there is no racetrack, satellite wagering facility, or tribal casino that has a satellite wagering facility located within a 20-mile radius of the applicant.	BPC 19605 & 19605.25 (a)(1)
Association Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	• California Authority of Racing Fairs (CARF) • Del Mar Thoroughbred Club • Los Angeles County Fair Association • Los Alamitos Racing Association • Los Angeles Turf Club • Pacific Racing Association • Sonoma County Fair • WatchandWager.com, LLC	BPC 19605.3
Simulcast Organization Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	SCOTWINC	BPC 19605.25 & 19605.3
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received fire clearance dated 5/25/23.	Rule 2066
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	AmGuard Insurance Company — effective 04/14/2023, expires 04/14/2024.	Rule 2066
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 18, 22–30	Rule 2066

Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Active Licenses Verified \$500 Fee Received Required Signatures Obtained	Rule 2066 Rule 2066 Rule 1481 Rule 2066 Rule 2066
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RECOMMENDATION: The undersigned hereby recommends that the application of the applicant be approved for licensure.

Application is hereby made to the California Horse Racing Board (CHRB/Board) for a license to operate a minisatellite wagering facility in connection with a horse racing meeting and/or pari-mutuel wagering in accordance with the Business and Professions Code, Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (Rules and Regulations of the California Horse Racing Board).

Part I: To be completed by applicant seeking to operate a minisatellite wagering facility pursuant to Business and Professions Code section 19605.25.

Part II: To be completed by associations that have reached agreements with the applicant to conduct minisatellite wagering.

Part III: To be completed by simulcast organization that has reached an agreement to provide services necessary for the conduct of minisatellite wagering pursuant to Business and Professions Code sections 19605.25 and 19605.3.

PART I
MINISATELLITE WAGERING APPLICANT INFORMATION

APPLICANT INFORMATION		
Name of applicant: ChilFruits.Inc., dba Tilted Kilt		
The applicant is:		
☐ Racing Association	☐ Card Room/Gambling Establishment	
☐ Fair	X Restaurant/Bar	
☐ Federally Recognized Indian Tribe	☐ Other Business Entity	
Facility street address: 1345 E. Thousand Oaks Blvd		
Mailing address (if different from above):		
E-mail address: franciscoibanez74@gmail.com		
City: Thousand Oaks	State: CA	Zip Code: 91362
Phone: (805) 777-7418	Fax: n/a	Website: tiltedkilt.com/thousandoaks/
County: Ventura		Zone Location:
		North ☐ South ☐ Central ☒
(To be completed by CHRB staff)		
CONTACT PERSON (Authorized Representative)		
Name and title of the contact person:		
Frank Ibanez , President		
Business street address: 1345 E. Thousand Oaks Blvd.		
Mailing address (if different from above):		
City: Thousand Oaks County: Ventura	State: CA	Zip Code: 91362
Phone (805) 302-7652	E-mail: Franciscoibanez74@gmail.com	Fax: n/a

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-228 (Rev. 04/22)

Dates during which the applicant proposes to operate as a minisatellite wagering facility:
July 18, 2023 through July 17, 2028

NOTICE TO APPLICANT: If approved for license, the term of license shall not exceed five years pursuant to Business and Professions Code section 19605.25(h).

Have you previously operated a licensed gaming operation in California or another state? Yes ☐ No. X ☒

Do you currently operate a licensed gaming operation in California or another state? Yes ☐ No. X ☒

If yes to either question above, provide the following:

Valid licensure period: Begin Date: _____ End Date: _____

Facility name and address: _____

City: _____ State: _____ Zip Code: _____

County: _____

Zone Location:

North ☐ South ☐ Central ☐

(To be completed by CHRB staff)

Have you had a gaming operation license that has been revoked or suspended? Yes ☐ No. ☒

If yes, provide the following if different from above:

Facility name and address: _____

City: _____ State: _____ Zip Code: _____

Racing Jurisdiction: _____

BUSINESS STRUCTURE

X ☒ Corporation

☐ Public

☐ Private

☐ Sub-S

X ☒ Sub-C

☐ Limited Partnership

☐ Limited Liability Company

☐ Partnership & Joint Venture

☐ Sole Proprietorship

☐ Other

If you have listed your company as Other, please identify your company structure.

Registered Business Name: Chilfruits Inc.

Fictitious Business Name: Tilted Kilt

Address:

1345 E. Thousand Oaks Blvd. ,

E-mail Address: franciscoibanez74@gmail.com

City: Thousand Oaks State: CA Zip Code: 91362

Phone: 805-777-7418

Fax: N/A

State where registered or
Articles of Organization are filed: CA

Registry or File number: C3324361

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-228 (Rev. 04/22)

Names of all officers, directors, and managers. For officers, directors, and managers that have no ownership, enter "0%" in the ownership column. For members of a Limited Liability Company, list membership interest in ownership column. For partners, following the individual's name, indicate whether general or limited partner. (true names)

Entity/Individual Name and Title	Entity's Business Address/ Individual's Address of Record	Ownership% (if any)	Compensation Agreement
Francisco (Frank) Ibanez , President	1345 E. Thousand Oaks Blvd.	75%	
	Thousand Oaks CA 91362		
Maria Paz Baeza (wife) Secretary	same	25%	
Hector Campos	same	0%	

Are shares listed for public trade?

Yes ☐ No ☒

If yes, on which stock exchange?

If more than 50 percent 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. **All entities that own 5 percent or more must fulfill the instructions for Full Disclosure Statement. Additionally, all officers, directors, or partners or any individual or person who holds 5% or more of the outstanding shares of a minisatellite wagering facility must obtain a CHRB occupational license, pursuant to CHRB Rule 1481(b)(2).**

Attach the most recent annual financial statement for the applicant, including balance sheet and profit and loss statement, and a copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

MANAGEMENT AND STAFF
(Minisatellite Wagering Facility)

Names and titles of the managing officers and/or general managers of the business. **Note: All individuals who exercise control over other licensees, horse racing, pari-mutuel wagering, or simulcast operations, or whose duties routinely require access to restricted areas of the inclosure, must obtain a CHRB occupational license, pursuant to CHRB Rule 1481(b)(6).**

Name	Title
Frank Ibanez	General Manager
Maria Baeza	Manager

ASSOCIATION CONTRACT/AGREEMENT

Names of racing associations with which you intend to have a contract or agreement:

See Exhibit A

Addresses of racing associations:

See Exhibit A

Racing association phone numbers:

See Exhibit A

Part 1 - Minisatellite Wagering Applicant Form - Tilted Kilt

Exhibit
Effective 7/18/2023

<u>Associations With Contract/Agreement:</u>	<u>Phone / Fax</u>
CALIFORNIA AUTHORITY OF RACING FAIRS 1776 Tribute Rd., Suite 205 Sacramento, CA 95812	P: (916) 927-7223 F: (916) 263-3341
Del Mar Thoroughbred Club 2260 Jimmy Durante Bl. Del Mar, CA 92014	P: (858) 755-1141 F: (858) 794-1007
Los Alamitos Racing Assoc. (T) Los Alamitos Quarter Horse Racing Assoc. 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles County Fair c/o 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles Turf Club 285 W Huntington Drive Arcadia, CA 91007	P: (626) 574-7223 F: (626) 821-1514
Pacific Racing Association 1100 Eastshore Highway Berkeley, CA 94710	P: (510) 559-7300 F: (510) 559-7464
Sonoma County Fair 1350 Bennet Valley Drive Santa Rosa, CA 95404	P: (707) 545-4200 F: (707) 545-9342
Watch & Wager, LLC 1600 Exposition Bl. Sacramento, CA 95815	P: (916) 263-3000 F: (916) 800-1395

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-228 (Rev. 04/22)

Proposed contract dates: From: To: (inclusive).

July 18 , 2023 to July 18 , 2028

Attach a certified check payable to the Treasurer of the State of California in the amount of \$500 for the nonrefundable minisatellite application fee.

CHRB CERTIFICATION

Application filed on: 4/14/2023

30-day Notice Letter:

Fee received by: RP

Approved on:

Reviewed by: RP

License number issued:

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 applicant contractor to attest to this application on its behalf.

Name

Francisco Ibanez

Title

President

Signature of Applicant Representative

Date

April 5, 2023

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Chapter 4, Division 8, sections 19420 and 19440 of the California Business and Professions Code; and to allow an evaluation of the competence, integrity, and character of potential licensees, all applicants for license as contractors, sub-contractors and all concessionaires applying for Board approval, including any person, corporation, trust, association, partnership or joint venture which submits an application for license or approval shall comply with the provisions set forth below. Please use a separate sheet of paper to supply the requested information.

I. BACKGROUND INFORMATION

- (A) **PERSONAL INFORMATION** - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5 percent or more:
- (1) The individual's full name and any previous names or aliases;
 - (2) the individual's date of birth;
 - (3) a physical description of the individual;
 - (4) the individual's business addresses and telephone numbers and
 - (5) a disclosure of employment, educational and military history for the past 20 years or since the age of 18 years.
- (A1) **PERSONAL HISTORY** - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in subsection (A) who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5 percent or more.
- (B) **RELATIONSHIP** - The application documents must state, for each individual providing information under subsection (A) of this section, whether the individual is related to a member of the California Horse Racing Board or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.
- (C) **CORPORATIONS** - If the applicant is a corporation, the application documents must state:
- (1) The state in which the applicant is incorporated and
 - (2) the name and address of the applicant's agent for service of process in California.
- (D) **INDICTMENTS OR CONVICTIONS**
- If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

II. OWNERSHIP

- (A) **IDENTIFICATION AND LOCATION** - The application documents must include:
- (1) A list of all names used by the applicant; and
 - (2) the name of the agent and the address and telephone number of the office of the applicant for service of process in California.
- (B) **BUSINESS STRUCTURE** - The application documents must describe the applicant's business structure and include an organizational chart.

- (C) ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state:
- (1) The name of each individual who was an organizer or promoter of the applicant;
 - (2) the nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
 - (3) the nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.
- (D) ORGANIZATIONAL DOCUMENTS
- (1) If the applicant is a corporation, the application documents must include:
 - (a) A statement of when and in what state the corporation was organized;
 - (b) a certified copy of the articles of incorporation and by-laws of the applicant;
 - (c) a statement and documentation of whether the corporation has been reorganized or reincorporated during the five year period preceding the date on which the application documents are submitted to the Board; and
 - (d) a statement and documentation of whether the corporation has filed restated articles of incorporation.
 - (2) If the applicant is an unincorporated business association, the application documents must include:
 - (a) A certified copy of each organizational document for the applicant, including any partnership agreement; and
 - (b) a description of any oral agreements involving the organization of the partnership.
- (E) CAPITAL STOCK
- (1) If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.
 - (2) The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock:
 - (a) The par value, if any;
 - (b) the voting rights;
 - (c) the current rate of dividend; and
 - (d) the number of shares outstanding and the market value of each share.
 - (3) The application documents must list the name and address of each person who owns, of record or beneficially, at least 5 percent of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
 - (4) The application documents must include a certified copy of each voting trust or voting agreement in which at least 5 percent of the capital stock is held and must state:
 - (a) The name and address of each stockholder participating in the trust or agreement;
 - (b) the class of stock involved; and
 - (c) the total number of shares held by the trust or agreement.
- (F) DIRECTORS, OFFICERS, AND PARTNERS

- (1) If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.
- (2) The list must state, for each individual listed under subsection (1) of this section:
 - (a) The individual's name and business address;
 - (b) each position or office of the applicant held by the individual;
 - (c) the individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
 - (d) the nature and extent of any ownership interest that the individual has in the applicant.
- (3) Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection (1) of this section.

(G) CONTROLLING ENTITY

- (1) The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
- (2) If a non-individual entity owns an interest of 5 percent or more in the applicant, the application documents must include the information required by subsection (1) of this section as it relates to the non-individual entity.
- (3) The application documents must include information required by subsection (2) of this section for each non-individual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

(H) OUTSIDE INTERESTS AND LICENSE HISTORY

- (1) The application must state whether the applicant or a director, officer, or partner of the applicant;
 - (a) Has ever held an ownership interest in a licensee of the Board; or
 - (b) is currently engaged in the business of racing in another state.

PART II

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Telephone:

Fax number:

Racetrack name:

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name

Signature of association representative

Title

Date

PART II

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

**California Authority of Racing Fairs
1776 Tribute Road, Suite 150, Sacramento
CA 95815**

Telephone: **(916) 263-3346**

Fax number: **(916) 263-3341**

Racetrack name:

Fresno, Ferndale, Pleasanton and Sacramento Racing Fairs

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Larry Swartzlander, Executive Director

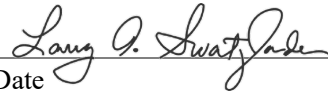
Name

Larry Swartzlander

Title

Executive Director

Signature of association representative



Date

3/24/23

PART II – TILTED KILT

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Del Mar Thoroughbred Club
2260 Jimmy Durante Bl., Del Mar CA 82014

Telephone: **(858) 755-1141**

Fax number: **(858) 794-1007**

Racetrack name: **Del Mar**

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Josh Rubinstein, President & COO

Name

Josh Rubinstein

Title

President & COO

Signature of association representative

Josh Rubinstein

Date

3/22/23

PART II – TILTED KILT

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Los Angeles County Fair Association
1101 W. McKinley Avenue, Pomona CA 91768

Telephone: (909) 865-4203

Fax number: (909) 865-2481

Racetrack name: **Los Angeles County Fair at Los Alamitos**

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

F. Jack Liebau, Manager

Name

Signature of association representative

F. Jack Liebau

Title

Date

Manager

F. Jack Liebau
3/30/2023

PART II – TILTED KILT

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Los Alamitos Racing Association
4961 Katella Avenue, Los Alamitos CA 90720

Telephone: (714) 820-2800

Fax number:

Racetrack name: **Los Alamitos**

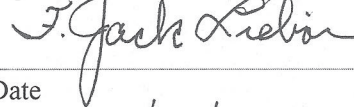
Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

F. Jack Liebau, Vice President

Name

Signature of association representative

F. Jack Liebau



Title

Date

Vice President

3/30/2023

PART II – TILTED KILT

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Los Angeles Turf Club, Inc.
285 W. Huntington Drive, Arcadia CA 91007

Telephone: **(626) 574-7223**

Fax number: **(626) 821-1514**

Racetrack name: **Santa Anita Park**

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Eric Sindler, Assistant Secretary

Name

Signature of association representative

Eric Sindler



Title

Date

Assistant Secretary

3/31/2023

PART II – TILTED KILT

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Pacific Racing Association
1100 Eastshore Highway, Albany CA 94706

Telephone: **(510) 559-7300**

Fax number: **(510) 559-7465**

Racetrack name: **Golden Gate Fields**

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Eric Sindler, Assistant Secretary

Name

Signature of association representative

Eric Sindler



Title

Date

Assistant Secretary

3/31/2023

PART II – TILTED KILT

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Sanoma County Fair & Exposition
1350 Bennett Valley Road, Santa Rosa CA 95404

Telephone: (707) 545-4200

Fax number: (707) 573-9342

Racetrack name: **Santa Rosa Racetrack, Sonoma County Fair**

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Rebecca Bartling, CEO

Name

Signature of association representative

Rebecca Bartling



Title

Date

CEO

3/23/23

PART II – TILTED KILT

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Watch&Wager.com, LLC

Telephone: (916) 800-1390

Fax number: (916) 800-1395

Racetrack name: **California State Fair & Exposition – Cal Expo Harness**

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Ben Kenney, CFO

Name

Signature of association representative

Ben Kenney

Title

Date

CFO

3-22-23

PART III
SIMULCAST ORGANIZATION INFORMATION

To be completed by approved simulcast organization that has executed an agreement approved by the CHRB with the association conducting a racing meeting with the minisatellite wagering facility pursuant to Business and Professions Code sections 19605.25 and 19605.3.

I. OPERATION OF THE MINISATELLITE WAGERING FACILITY

Simulcast organization engaged by the association to conduct simulcast wagering: **SCOTWinc.**

Attach the agreement between the association and simulcast organization permitting the minisatellite wagering facility 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. **Submitted.**

Submit a copy of each horsemen's written approvals. **Submitted.**

Hours for operation of the facility: **Monday & Tuesday 10a-11p; Wed-Sun 10a-12a, or as required to accommodate minisatellite wagering.**

Hours for operation of the minisatellite wagering site: **Seven days 10a-12a or as required per racing program provided by CA host tracks.**

Time periods during the calendar year the facility **will not** be utilized as a minisatellite wagering facility (explain why): **None anticipated.**

If approved, wagering will be offered on live race meetings being held or conducted by the following California racing associations:

Wagering will be offered on all cards provided by CA host tracks.

Santa Anita	Los Alamitos TB & QH	Del Mar
Golden Gate Fields	Watch & Wager Harness	CARF

List the host track from which the minisatellite wagering facility proposes to import out-of-state and/or out-of-country 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". **All races offered by CA hosts.**

Estimated number of pari-mutuel terminals machines available: **12. Eleven self-service and one teller.**

Attach a proposed staffing plan for the facility and/or minisatellite wagering site, to include the number of security personnel and the number of pari-mutuel clerks pursuant to Business and Professions Code section 19605.25(b). **Parimutuel clerks will be assigned according as needed by SCOTWinc. At least one designated public safety employee and one facility manager during operating hours.**

II. SUPERVISION, SECURITY AND FIRE PREVENTION

Changes to management personnel and minisatellite managers
must be immediately reported to the Board.

Name of the individuals responsible for the day-to-day operation of the minisatellite facility:

Name and Title	CHRB License No. and Expiration Date
Rick Baedeker, General Manager	405644, September 2024



March 22, 2023

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

RE: Tilted Kilt Minisatellite Facility Renewal

Dear Mr. Pimentel,

The Thoroughbred Owners of California approves the renewal of licensing by the California Horse Racing Board of the Tilted Kilt minisatellite.

Sincerely,

Jordyn Egan
Executive Director

cc: Scott Chaney, CHRB Executive Director
Rick Baedeker, SCOTWINC General Manager



Pacific Coast Quarter Horse Racing Association

March 23, 2023

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

RE: Tilted Kilt Minisatellite Renewal

Dear Mr. Pimentel,

The Pacific Coast Quarter Horse Racing Association approves the licensing by the California Horse Racing Board of the minisatellite referenced above.

Sincerely,

Dino Perez
General Manager

xc: Rick Baedeker, SCOTWINC General Manager



CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

**P.O. Box 254767
Sacramento, CA. 95865
Phone (916) 263-7888
Fax (916) 263-7887**

**David Neumeister, President
Jimmy Perez, Executive Director**

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

March 24, 2023

RE: Tilted Kilt Minisatellite Renewal

Dear Mr. Rick Pimentel

**This Letter is to acknowledge the approval and support of the California
Harness Horsemen's Association for the Tilted Kilt Minisatellite in Thousand Oaks CA.**

Sincerely,

Jimmy Perez

**California Harness Horsemen's Association
Executive Director**

**CC: Scott Chaney, CHRB
CC: Rick Baedeker, SCOTWinc**

Attach a certificate of insurance for workers' compensation coverage, including carrier and the policy number securing the applicant's liability for payment of workers' compensation (if self-insured, provide details).

Attach a fire clearance from the fire authority having jurisdiction.

Attach a security plan that includes the name, title, and phone number of the person having responsibility for security controls, the number of security officers and/or guards, and the police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility. **Attached**

Is there a backup emergency plan for power failure? Yes ☐ No ☒

If yes, describe.

III. MINISATELLITE WAGERING SITE

Attach a detailed scale plan of the facility indicating all points of access to facility, emergency exits, placement of offices, and food and beverage service location and detailing the location of the proposed minisatellite wagering site. Identify how the designated minisatellite wagering area will be restricted to patrons 21 years and over. Attach photos of the minisatellite wagering site. **On file - no changes from previous application.**

NOTICE TO APPLICANT. Pursuant to Business and Professions Code section 19605.25(a)(4) wagers placed at a minisatellite site must be in an area that is restricted to those who are 21 years of age or older.

IV. FACILITY DESCRIPTION

Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; or other description as appropriate): **Full service bar, lunch and dinner menu service**

The seating capacity in the minisatellite wagering facility is: **194**

The number of tables in the minisatellite wagering area is: **50**

Overall square footage in the minisatellite wagering area is: **5,200sf**

Attach a photograph of the minisatellite wagering area.

Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction. **None**

The total number of parking spaces available in the parking areas can accommodate (number of standard-sized automobiles): **294**

Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. **None**

V. EQUIPMENT PROVIDED BY THE MINISATELLITE WAGERING FACILITY

Describe the television equipment (satellite receivers, decoders, controls, monitors, etc.) to be utilized at the facility. **Multiple flat screen televisions; decoders and receivers provided by Roberts Communication.**

Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility. **House PA via microphone through TV speaker.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2023

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).

PRODUCER Western Gold Insurance Agency 28818 Agoura Rd Agoura Hills, CA 91301	CONTACT NAME: Heather Ayres	FAX (A/C, No): 877 716 0423	
	PHONE (A/C, No, Ext): 800 803 2324	E-MAIL ADDRESS: heather@westerngoldinsurance.com	
INSURED CHILFRUITS INC DBA TILTED KILT 1345 E THOUSAND OAKS BLVD THOUSAND OAKS, CA 91362	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AmGuard Insurance Company		42390
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED ☐ HIRED AUTOS ONLY ☐ AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	CHWC442441	04/14/2023	04/14/2024	PER STATUTE OTH-ER 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)

Francisco Ibanez 75% Owner - Excluded
Maripaz Ibanez 25% Owner - Excluded

Described Location: 1345 E Thousand Oaks Blvd., CA 91362

CERTIFICATE HOLDER

CANCELLATION

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

Heather Ayres

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AGE RESTRICTIONS AND SECURITY

TILTED KILT

Mr. Frank Ibanez is the party responsible for security, including the prevention of underage wagering or consumption of alcohol:

Frank Ibanez
President
1345 E. Thousand Oaks Bl.
Thousand Oaks, CA 91362
(805) 777-7418

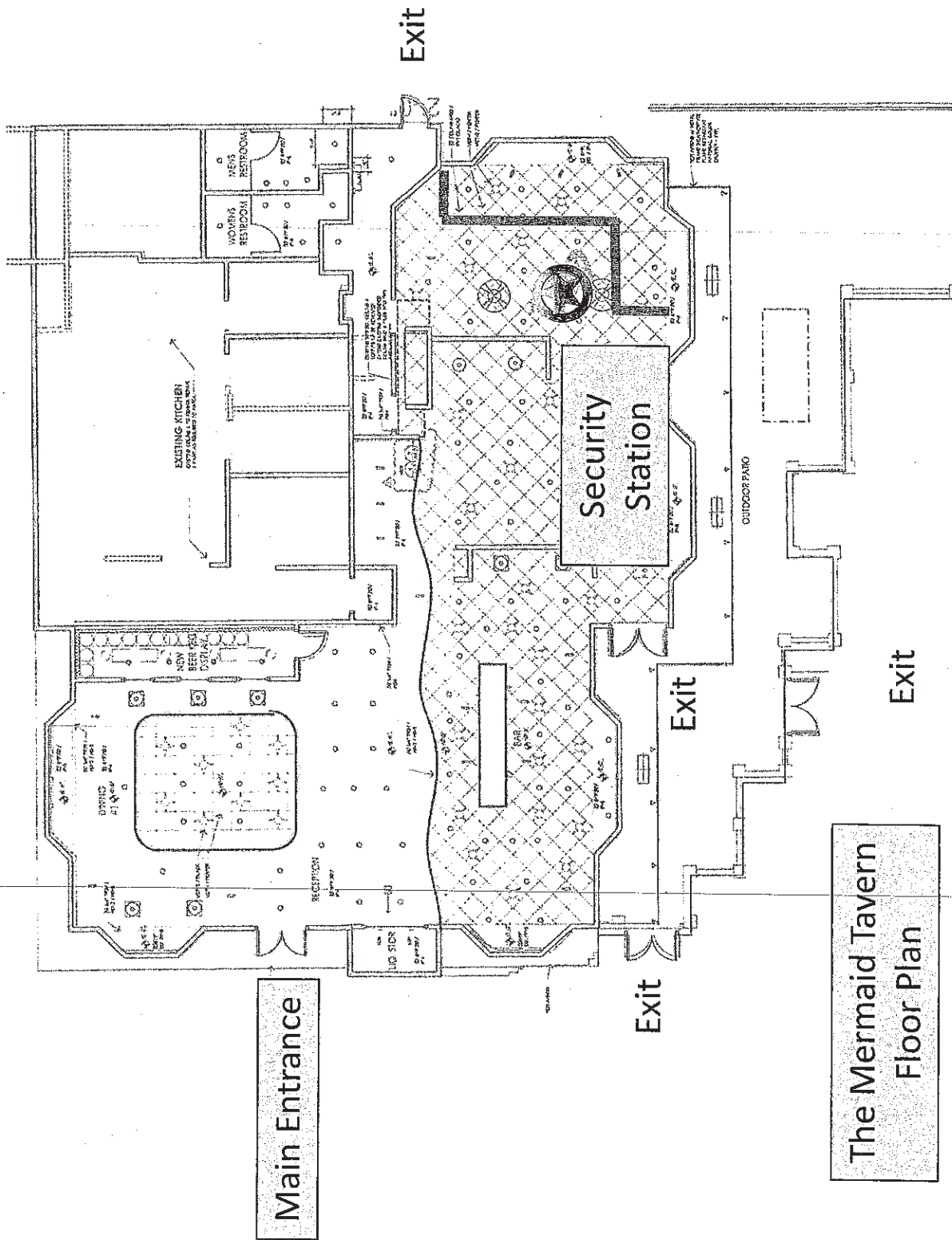
The entire restaurant facility is equipped with video surveillance and a monitored alarm system. A second and separate surveillance system, monitored by SCOTWinc, covers the wagering area as well as the accounting room, which is protected by an alarmed, reinforced, steel door.

All employees are trained to identify and prevent both underage drinking and wagering. Patrons must present a valid identification when asked in order to verify they are at least 21 years-of-age to order alcohol or play the races. Wagering areas have posted signs notifying patrons of the minimum age requirement.

Police services for the city of Thousand Oaks are contracted from the Ventura County Sheriff's Department:

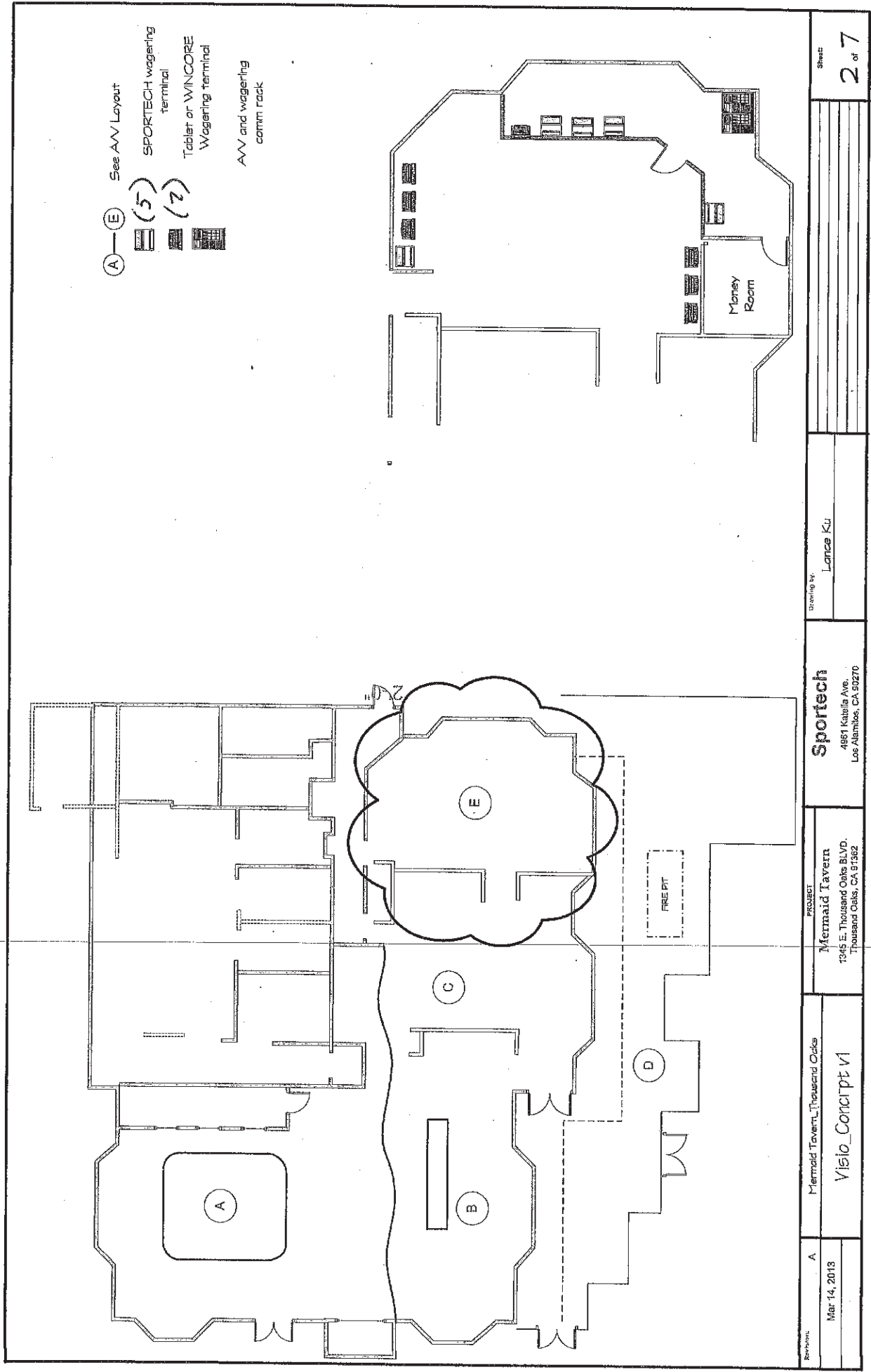
Jeremy Paris
Chief of Police for Thousand Oaks
(805) 494-8200
2101 East Olsen Road
Thousand Oaks, CA 91360

Ventura County Sheriff's Office:
800 S. Victoria Ave., Ventura, CA 93009
Phone: 805.654.2380

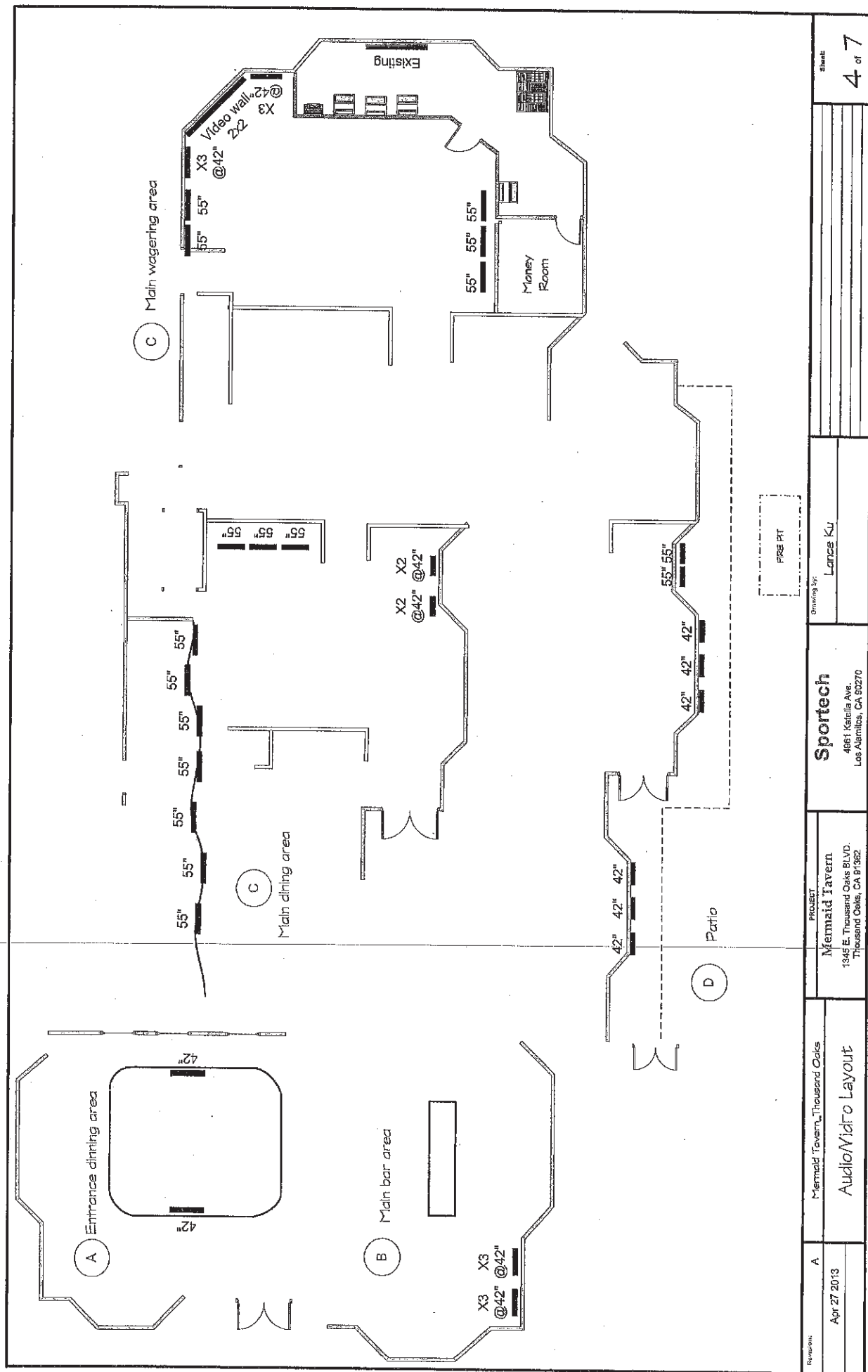


The Mermaid Tavern
Floor Plan

A	Mermaid Tavern, Thousand Oaks	PROJECT	Sportech	Drawing No.
7, 2013	Original Floor plan	Mermaid Tavern Northstar Plaza Bldg. F 1345 E. Thousand Oaks Blvd. Thousand Oaks, CA 91320	4991 Kaletta Ave. Los Alamitos, CA 90270	



Revisions:	A	Mermaid Tavern, Thousand Oaks	PROJECT	Mermaid Tavern 1345 E. Thousand Oaks BLVD. Thousand Oaks, CA 91322	Sporitech 4851 Kajiia Ave. Los Alamitos, CA 90270	Sporitech Inc. Lance Ku	Sheet 2 of 7
	Mar 14, 2013	Visio_Concept v1					









VI. ADVERTISING AND PATRON DEVELOPMENT

Describe any advertising or promotional plans. **Promotions offered and promoted through social media.**

Describe any improvements to the facility that will directly benefit minisatellite wagering.
Significant remodel, including patio conversion for wagering, completed prior to previous licensing.

NOTICE TO APPLICANT: Pursuant to Board Rule 2066, all advertisement shall contain a statement that persons under 21 are not allowed to participate in minisatellite wagering. All advertisement shall contain contact information for a recognized problem-gambling support organization.

VII. ADMISSIONS, CHARGES AND SERVICE FEES

Complete if applicable and note N/A if not.

Admissions charges, if any, are:	None
Parking charges, if any, are:	None
Program charges, if any, are:	Price as determined by host track.
Seating charges, if any, are:	None

VIII. RENEWAL

Complete this section only if renewing your license.

Is this a renewal application? Yes ☒ No ☐

Have there been any changes since the submission of your last application for authorization to operate a minisatellite wagering facility? Yes ☐ No ☒

Have any changes occurred affecting ownership or controlling interest in your business structure or establishment since your last application? Yes ☐ No ☒

If you have answered "Yes" to any of the questions above, please attach a detailed statement describing the change.

How many years have you been an approved minisatellite wagering facility? **Two five-year licenses, 2014-23.**

AGREEMENTS

Attach copies of **all applicable county, city, or agency agreements** that may affect the minisatellite wagering facility. **None**

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its minisatellite wagering facility for a period of five years per Business and Professions Code section 19605.25(h).

Notice is given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) which contract(s) to provide the pari-mutuel equipment and pari-mutuel employees; and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is given that CHRB Rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, or approved contractor.

DECLARATIONS

All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, agreements with the simulcast organization(s) necessary to conduct and operate the simulcast wagering program at the facility, lease or rental

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-228 (Rev. 04/22)

agreement with the facility landlord and all applicable county, city or agency agreements that may affect the minisatellite wagering facility have been finalized except as follows (if there are no exceptions, so state):

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 license except as follows (if there are no exceptions, so state):

Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant except as follows (if there are no exceptions, so state):

By authority of Article 9.2, Chapter 4, of the Business and Professions Code; and the Federal Indian Gaming Act; to allow an evaluation of the competence, integrity, and character of potential simulcast facility operators, any person, corporation, trust association, partnership, joint venture, or management firm who submits an application for such license or who is named in such application and who is not a State or County entity, or has not previously completed such disclosure when filing for a horseracing application pursuant to Article 4, section 19480 of the Business and Professions Code shall be required to complete and submit a full disclosure statement.

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 applicant to attest to this application on its behalf.

Print name of minisatellite facility applicant representative:

Frank Ibanez

Date:

Signature of minisatellite facility representative:

Date: **05/04/2023**

Print name of association representative:

Josh Rubinstein

Date:

Signature of association representative:

Josh Rubinstein

Date: **4/7/23**

Print name of simulcast organization representative:

Rick Baedeker

Date:

Signature of simulcast organization representative:

Rick Baedeker

Date: **04/07/2023**

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING CALIFORNIA THOROUGHBRED BREEDERS ASSOCIATION REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT ALAMEDA COUNTY FAIRGROUNDS IN PLEASANTON, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.

Regular Board Meeting
June 29, 2023

ISSUE:

Pursuant to California Horse Racing Board (Board) [Rule 1807, Authorized Horse Sales](#), California Thoroughbred Breeders Association request Board approval of its upcoming horse sale scheduled for August 15, 2023, at the Alameda County Fairgrounds in Pleasanton, California.

BACKGROUND:

Board Rule 1807, Authorized Horse Sales, provides that the Board may authorize a horse sale or horse auction sale for the sale of race horses or breeding stock that is used in the production of race horses, to be held on the premises of a racing association, and the authorization and approval of such horse sale or horse auction sale shall be upon such conditions as may be imposed by the Board.

RECOMMENDATION:

This item is presented for Board discussion and action.



June 1, 2023

Scott Chaney, Executive Director
CHRB

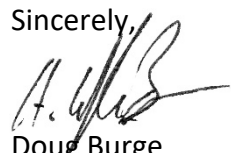
RE: Board Approval for CTBA NorCal Yearling & Horses of Racing Age Sale

Mr. Chaney,

The CTBA will host its annual northern California sale on August 15th, at Alameda County Fairgrounds in Pleasanton. It is expected that there will be approximately 170 horses on the grounds for the sale beginning August 12th through August 17th. This sale includes mostly yearlings, with a small percentage of racing age horses.

The CTBA has, and will continue to, implement all necessary safety protocols for this sale.

We appreciate your continued support of horse sales in the state.

Sincerely,

Doug Burge
President

Agenda Item 11

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENTS TO CHRB RULE 1846.5, POSTMORTEM EXAMINATION, AND RULE 1846.6, POSTMORTEM EXAMINATION REVIEW

(NOTE: THIS CONCLUDES THE 45-DAY PUBLIC COMMENT PERIOD. THE BOARD MAY ADOPT
THE PROPOSAL AS PRESENTED.)

Regular Board Meeting
June 29, 2023

ISSUE:

At the September 15, 2022, California Horse Racing Board (Board) meeting, the Board approved proposed amendments to Board Rules 1846.5 (Postmortem Examination) and 1846.6 (Postmortem Examination Review). The amendments are meant to ensure that every horse that dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board undergoes a postmortem examination and review. The Board's existing rules do not expressly extend postmortem requirements to horses that expire shortly after leaving a Board regulated facility.

During the 45-day public comment period for this rule change,¹ the Board received one comment on behalf of Santa Anita Park and Golden Gate Fields (attached). The comment requests that the Board also amend the reporting provisions within these two rules to allow a racing association or training facility where the catastrophic injury occurred to obtain an original copy of the necropsy and postmortem report. Providing the full, unredacted reports in a timely manner is beneficial to industry efforts to reduce future catastrophic injuries. Although these two reports are Board-mandated, current rules do not expressly allow original copies to be shared by the Board to a racing association.

ANALYSIS:

Staff recommends this comment be accepted as it would be helpful to provide the Board with this express authority. As of January 1, 2021, amendments to California's Veterinary Medicine Practice Act allow racing associations to obtain a racehorses' entire medical record from a veterinarian "upon request."² However, racing associations report that veterinarians either fail to provide necropsy and postmortem reports when asked or the transmission is severely delayed. It would be more efficient to have the Board send the reports directly to the racing association once they are complete and filed with the required parties. Currently the Board only transmits redacted copies of these reports to racing associations when requested. This conservative approach is meant to ensure that the Board is not waiving the confidentiality of these reports under the Public Records Act by sharing them with outside parties.

BACKGROUND:

Authority:

[Business and Professions Code \(BPC\) section 19420](#) vests in the Board jurisdiction and supervision over meetings in the State where horse races with wagering on their results are held and over all persons or things having to do with the operation of such meetings.

[BPC section 19440](#) states that the Board shall have all powers necessary and proper to enable it to carry

¹ The 45-day public comment period ran from April 14 – May 30, 2023.

² Bus. & Prof. Code §4857(a)(6), as amended by SB 800 (Dodd, Chapter 252, Statutes of 2020).

out fully and effectually the purposes of California Horse Racing Law. Responsibilities of the Board include adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses and the administration and enforcement of all laws, rules, and regulations affecting horse racing and parimutuel wagering.

[Board Rule 1842 \(Veterinarian Report\)](#) exempts the Board from disclosing privileged veterinary medical records to third parties except in a proceeding before the stewards or the Board, or in an exercise of the Board's jurisdiction.

RECOMMENDATION:

This item is presented for Board discussion and action. Included for your consideration is alternate language to address the concerns of Santa Anita Park and Golden Gate Fields. Should the Board approve the amended language, the regulation will be re-noticed for an additional 15-day public comment period.

AMENDMENTS FOR CONSIDERATION MARKED IN DOUBLE-UNDERLINE IN SUBSECTION (G)

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF RULE 1846.5, POSTMORTEM EXAMINATION

1846.5. Postmortem Examination.

(a) The following shall be required to undergo a postmortem examination at a diagnostic laboratory which is under contract with the Board in order to determine the injury or sickness which resulted in euthanasia or natural death:

(1) Every horse which suffers a fatal injury on the racetrack in training or in competition;

(2) Every horse, or which dies or is euthanized within an area under the jurisdiction of the Board; and

(3) Every horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, shall undergo a postmortem examination at a diagnostic laboratory which is under contract with the Board to determine the injury or sickness which resulted in euthanasia or natural death.

(b) Test samples may be obtained from the carcass upon which the postmortem examination is to be conducted and sent to the diagnostic laboratory for testing for foreign substances or their metabolites, and natural substances at abnormal levels. When practical, test samples shall be procured prior to euthanasia.

(c) The costs associated with transportation to the diagnostic laboratory of any horse which has died under the provisions of subparagraph (a) shall be the responsibility of the racing association conducting the meeting where the death occurred or the training center or racetrack where death occurred when no meeting is in progress. In the case of a horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, the costs associated with transportation to the diagnostic laboratory shall be the responsibility of the racing association or training facility where the horse last resided. The services of the official veterinarian and the laboratory testing of postmortem samples for standard necropsy and special equine necropsy examinations shall be made available by the Board without charge to the owner. The cost of any additional necropsy examination(s) requested by the owner or trainer are the responsibility of the requesting individual.

(d) Requests for each postmortem shall be filed with the official veterinarian by the owner's or trainer's veterinarian within one hour of the death and shall be submitted on a Necropsy Submission Form, CHRB-72, (Rev. 6/04), hereby incorporated by reference, and which is available at all official veterinarian offices. The trainer is co-responsible to supply all information to complete CHRB-72. In the case of a horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, a request for postmortem shall be filed with the official veterinarian within one hour of the death and the request shall be submitted on CHRB-72 which is available at all official veterinarian offices. The trainer is the absolute insurer of the horse and responsible for the timely submission of CHRB-72 to the extent that the trainer exercised care and control at the time of death. The owner of the horse is the joint-absolute insurer and is equally responsible for ensuring CHRB-72 is filed.

(e) If the official veterinarian is not available, the owner's or trainer's veterinarian must phone the diagnostic laboratory within one hour of the death and fax or email CHRB-72 to the laboratory as notification that the horse is due for necropsy. On the official veterinarian's next scheduled work day, the owner's or trainer's veterinarian shall give the original CHRB-72 to the official veterinarian. In the case of a horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, the owner or trainer must phone the diagnostic laboratory within one hour of death and fax or email CHRB-72 to the

laboratory as notification that the horse is due for necropsy. On the official veterinarian's next scheduled work day of the racing association or training facility where the horse last resided, the owner or trainer shall give the original CHRB-72 to the official veterinarian.

(f) The racing association, racetrack or training center will notify the transporter within one hour of death to have the horse conveyed to the designated laboratory for necropsy.

(g) Upon completion of the postmortem examination, the diagnostic laboratory shall file a written report with the Executive Director, the Equine Medical Director and the official veterinarian. Once the report is filed with the listed designees, the Board may release a copy to the racing association or training facility where the horse last resided.

(h) Each owner and trainer accepts responsibility for the postmortem examination provided herein as a requisite for maintaining an occupational license.

NOTE:

Authority cited: Section 19440, Business and Professions Code.

Reference: Section 19444(c), Business and Professions Code.

HISTORY:

1. New rule filed 10-29-81; effective 11-28-81.
2. Amendment filed 11-10-92; effective 12-10-92.
3. Amendment filed 6-7-94; effective 7-7-94.
4. Amendment filed 8-11-95; effective 9-10-95.
5. Amendment filed 7-6-98; effective 8-5-98.
6. Amendment filed 4-25-00; effective 4-25-00.
7. Amendment filed 11-29-04; effective 12-29-04.

AMENDMENTS FOR CONSIDERATION MARKED IN DOUBLE-UNDERLINE IN SUBSECTION (G)

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES

PROPOSED AMENDMENT OF RULE 1846.6, POSTMORTEM EXAMINATION REVIEW

1846.6. Postmortem Examination Review.

(a) The Board shall conduct a postmortem examination review to determine the circumstances of each equine fatality within a California Horse Racing Board (CHRB) inclosure and each equine fatality in California within 72 hours of leaving a CHRB inclosure.

(b) The postmortem examination review shall be conducted by a member of the board of stewards, a safety steward and the Equine Medical Director or an official veterinarian designated by the Executive Director and Equine Medical Director.

(c) The trainer of the expired horse will be required to appear before the postmortem examination review panel. Additional licensees may also be required to appear at the discretion of the postmortem examination review panel.

(d) The trainer shall make available at the postmortem examination review the training records for the expired horse, which shall include exercise, medication and shoeing histories for a minimum of 60 days prior to the date of death of the horse.

(e) All CHRB licensed veterinarians attending or treating a horse having died within a CHRB inclosure or in California within 72 hours of leaving a CHRB inclosure shall make available at the postmortem examination review a summary medical record covering a minimum of 60 days prior to the date of death of the horse, or longer if requested by the postmortem review panel. The summary medical record shall include:

(1) A history or pertinent information as it pertains to the horse's medical status, including an interpretation of all diagnostic imaging and laboratory findings.

(2) Data, including that obtained by instrumentation, from the physical examination.

(3) Treatment and intended treatment plan, including medications, dosage and frequency of use.

(4) All medications and treatments prescribed and dispensed, including strength, dosage, route of administration, quantity, and frequency of use.

(5) Daily progress and disposition of the case.

(6) Copies of laboratory data, if requested by the postmortem review panel.

(7) Copies of diagnostic images including but not limited to radiographs, ultrasounds and nuclear scintigraphies, if requested by the postmortem review panel.

(f) The equine medical records described in (e)(6) and (7) of this regulation are the property of the veterinary facility that originally ordered them to be prepared and require the authorization of the client before the records can be released.

(g) Upon completion of the postmortem examination review, the postmortem examination review panel shall file a written report with the Executive Director and the owner and trainer of the expired horse. Once the report is filed with the listed designees, the Board may release a copy to the racing association or training facility where the horse last resided.

NOTE:

Authority cited: Section 19440, Business and Professions Code.

Reference: Sections 19435 and 19444, Business and Professions Code.

HISTORY:

1. New section filed 3-10-20; effective 7-1-20



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

Re: Proposed Amendments to CHRB Rule 1846.6

Dear Ms. Garcia,

I write on behalf of Santa Anita Park and Golden Gate Fields regarding the proposed amendments to CHRB Rule 1846.6.

We urge the Board to add to Rule 1846.6 the requirement that the racing association or training facility where the horse suffered a catastrophic injury receive an unredacted copy of the necropsy report. We believe that the racing association or training facility receiving an unredacted copy of the necropsy report may be helpfully in reducing future catastrophic injuries.

Thank you for your attention to this matter.

Sincerely,

Eric Sindler

CALIFORNIA HORSE RACING BOARD

June 29, 2023

REGULAR BOARD MEETING

There is no board package material for Item 12

CALIFORNIA HORSE RACING BOARD

June 29, 2023

REGULAR BOARD MEETING

There is no board package material for Item 13

CALIFORNIA HORSE RACING BOARD

June 29, 2023

REGULAR BOARD MEETING

There is no board package material for Item 14