

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300
Sacramento, CA 95825
(916) 263-6000
www.chrb.ca.gov
information@chrb.ca.gov



REGULAR MEETING

Of the **California Horse Racing Board (CHRB Board)** will be held on **Thursday, September 21, 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 June 29, 2023.**
2. **Approval of the minutes of August 17, 2023.**
3. Discussion and action by the Board regarding the **allocation of 2024 race dates for Northern California.**
4. Discussion and action by the Board on **the Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association**, at Golden Gate Fields, commencing October 18, 2023, through December 19, 2023, inclusive.
5. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Big Fresno Fair**, at Fresno, commencing October 4, 2023, through October 17, 2023, inclusive.
6. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1866.3, Intra-articular Injections Restricted**, to prohibit intra-articular joint injections into a high-motion joint unless diagnostic imaging is performed.
7. Discussion and action by the Board regarding the **proposed amendments of CHRB Rule 1481, Occupational Licenses and Fees, CHRB Rule 1483, Application for License, CHRB Rule 1486, Term of License, and CHRB Rule 1487, Address of Licensees**, to amend CHRB occupational license types, fees, and requirements.
8. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1693, Control of Horses and Jockeys on Entering the Track**, to prohibit manipulation of a horse’s ear for purposes of controlling the horse.
9. Discussion and action by the Board regarding the **proposed amendments of CHRB Rule 1840, Veterinary Practices and Treatments Restricted, and 1890,**

Possession of Contraband, to prohibit endoscopies and medications administered via hypodermic needles or nasogastric tubes except by authorized individuals.

10. Discussion and action by the Board regarding the **distribution of race day charity proceeds of Watchandwager.com, LLC, from 2022/2023 race meet.**
11. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
12. **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.
13. **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).
14. **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 Mike Marten at 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

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300

SACRAMENTO, CA 95825

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**PENDING ADMINISTRATIVE ADJUDICATIONS**
SEPTEMBER 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(c) and (e). This shall include any matters mentioned below and/or permitted by law.

CASE

1. Request for Fingerprint Waiver on Application for Licensure – Emir of Qatar, Sheikh Tamim bin Hamad Al Thani

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300

SACRAMENTO, CA 95825

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**PENDING LITIGATION**
SEPTEMBER 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. Jamgotchian v. California Horse Racing Board**
U.S. District Court, Central District of California
- E. Jamgotchian v. Lewis et al.**
Superior Court of California, County of Alameda

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1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

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

**REGULAR BOARD MEETING MINUTES**

Date and Time: June 29, 2023, at 9:30 a.m.

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

Board Members Present: Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Dennis Alfieri, Member
Brenda Washington Davis, Member

Staff Members Present: Scott Chaney, Executive Director
Amanda Brown, Staff Counsel
Jeff Blea, Equine Medical Director

1. APPROVAL OF THE MINUTES OF MAY 18, 2023.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Davis.**Roll call vote:** **Aye:** None. **Nay:** None. **Abstain:** Alfieri. **Moved to following Board meeting due to lack of quorum.**

Pages 3–4 in the Board transcript.

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.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Davis.**Roll call vote:** **Aye:** Alfieri, Gonzales, Davis, Ferraro. **Nay:** None. **Motion carried.**

Pages 4–15 in the Board transcript.

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.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Alfieri.**Roll call vote:** **Aye:** Davis, Gonzales, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 15–19 in the Board transcript.

Proceedings of the Regular Meeting of June 29, 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.

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

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

Pages 19-23 in the Board transcript.

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.

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

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

Pages 23–29 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 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).

Motion: Approve.

Motioned/Seconded: Ferraro/Alfieri.

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

Pages 29–30 in the Board transcript.

7. Discussion and action by the Board on the **approval of the fiscal year 2023-24 agreement providing funding for CHRB Board support.**

Motion: Approve.

Motioned/Seconded: Davis/Alfieri.

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

Pages 30-31 in the Board transcript.

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.

Proceedings of the Regular Meeting of June 29, 2023

Motion: Approve.

Motioned/Seconded: Gonzales/Alfieri.

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

Pages 31–33 in the Board transcript.

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.**

Motion: Approve.

Motioned/Seconded: Davis/Alfieri.

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

Pages 33–37 in the Board transcript.

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.

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

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

Pages 37–38 in the Board transcript.

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.**

Motion: Motion to Approve withdrawn.

Motioned/Seconded: Ferraro/Davis.

Roll call vote: Aye: None. **Nay:** None. **Item tabled until next meeting.**

Pages 38-44 in the Board transcript.

12. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 44–47 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 47–53 in the Board transcript.

13. PUBLIC COMMENT.

Pages 53–55 in the Board transcript.

MEETING ADJOURNED AT 11:27 A.M.

Proceedings of the Regular Meeting of June 29, 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

Proceedings of the Regular Meeting of August 17, 2023

4. DISCUSSION AND ACTION BY THE BOARD ON THE **SOUTHERN CALIFORNIA 2024 RACE-DATE ALLOCATIONS.**

Motion: Approve.

Motioned/Seconded: Ferraro/Alfieri.

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

Motion carried.

Pages 18–32 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB II (T), AT SANTA ANITA, COMMENCING SEPTEMBER 27, 2023, THROUGH NOVEMBER 7, 2023, INCLUSIVE.**

Motion: Approve.

Motioned/Seconded: Castellanos/Mitchell.

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

Motion carried.

Pages 32–46 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS HORSE RACING ASSOCIATION (LARA), COMMENCING SEPTEMBER 13, 2023, THROUGH SEPTEMBER 26, 2023, INCLUSIVE.**

Motion: Approve.

Motioned/Seconded: Alfieri/Castellanos.

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

Motion carried.

Pages 46–53 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED **AMENDMENT AND PUBLIC COMMENT RECEIVED FOR CHRB RULE 1867, PROHIBITED VETERINARY PRACTICES, TO CLARIFY SUBSECTION (b) REGARDING FEDERAL DRUG ADMINISTRATION APPROVED MEDICATIONS. (NOTE: THIS CONCLUDES THE 45-DAY PUBLIC COMMENT PERIOD. THE MAY ADOPT THE PROPOSAL AS PRESENTED).**

Motion: Approve.

Motioned/Seconded: Hudnut/Ferraro.

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

Motion carried.

Pages 53–55 in the Board transcript.

8. 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**

Proceedings of the Regular Meeting of August 17, 2023

REVIEW. (NOTE: THE 45-DAY PUBLIC COMMENT PERIOD ENDED ON MAY 30, 2023. THE BOARD MAY ADOPT THE PROPOSAL AS PRESENTED).

Motion: Approve.

Motioned/Seconded: Castellanos/Mitchell.

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

Motion carried.

Pages 55–58 in the Board transcript.

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

Motion: Approve.

Motioned/Seconded: Alfieri/Gonzales

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

Motion carried.

Pages 58–62 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD REGARDING **FASIG-TIPTON'S REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT FAIRPLEX IN POMONA, CALIFORNIA**, PURSUANT TO CHRB 1807, AUTHORIZED HORSE SALES.

Motion: Approve.

Motioned/Seconded: Hudnut/Castellanos.

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

Motion carried.

Pages 62–66 in the Board transcript.

11. DISCUSSION AND ACTION BY THE BOARD REGARDING THE REQUEST FOR **APPROVAL OF THE NONINATED MEMBERS TO THE BOARD OF DIRECTORS OF THE CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.**, PURSUANT TO CHRB 2049(a), DESIGNATION AND APPROVAL OF HORSEMEN'S WELFARE FUND.

Motion: Approve

Motioned/Seconded: Hudnut/Ferraro

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

Pages 67–72 in the Board transcript.

12. **UPDATE FROM THE CALIFORNIA HORSE POWER COALITION.**

[SIDNEY]

Motion: None.

Motioned/Seconded: None/None.

Roll call vote: Aye: None. **Nay:** None. **No action needed, informational only.**

Pages 72–81 in the Board transcript.

Proceedings of the Regular Meeting of August 17, 2023

13. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 81–85 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 85–97 in the Board transcript.

14. PUBLIC COMMENT.

Pages 97–108 in the Board transcript.

MEETING ADJOURNED AT 12:46 P.M.

Proceedings of the Regular Meeting of August 17, 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 3

2024 NorCal Race Dates

CHRB Proposed Schedule (Assuming Golden Gate Remains Open until June 2024)

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						2

- GG (PRAI) - Dec 20, 2023 - Jun 11, 2024
- Pleasanton - June 12 through July 9, 2023
- Sacramento - July 10 through July 30, 2023
- Sonoma - July 31 through August 20, 2023
- Humboldt - August 21 through September 10, 2023
- GG (PRAI) August 23 through October 3, 2023
- Fresno - October 2 through October 15, 2023

	Wks
PRAI	26
Pleasanton	4
Sacramento	3
Sonoma	3
Humboldt	3
Fresno	2

Total Weeks: 41

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						4

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						4

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						5

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						4

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						5

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30					2	3

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
					1	3

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
				3	1	

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						2

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						2

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sonoma County Fair - 2024 Proposed Racing Dates

July						
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						
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

Santa Rosa	10
Simo Only	5

watch wager

Operating Harness Racing at Cal Expo
Managed By Golden Bear Racing, LLC

Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Avenue #210
Sacramento, CA 95825

Re: 2024 Harness Racing Dates Allocation Request

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing would like to request the following 2024 standardbred race dates to be raced at Cal Expo. Our date request is consistent with our 2023 racing calendar.

December 26th, 2023 through May 7th, 2024
November 5, 2024 through December 19th, 2024

It is anticipated that racing will be conducted Friday and Sunday evenings during the proposed allocated periods.

We thank the Board for their consideration of our request.

Sincerely,



Christopher J. Schick

watch wager

Operating Harness Racing at Cal Expo

July 20, 2023

Larry Swartzlander
Executive Director
California Association of Racing Fairs
1776 Tribute Road
Suite 150
Sacramento, CA 95815

Dear Mr. Swartzlander,

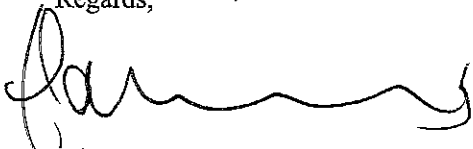
Like all California racing stakeholders, Watchandwager.com (WAW) is deeply concerned about the recently announced closure of Golden Gate Fields and the effect this may have on horsemen in the state. In this time of uncertainty, we applaud the California Association of Racing Fair's (CARF) proactive approach to addressing this unfortunate situation.

However, statements made by CARF in regards to potential Northern thoroughbred race dates at the California Exposition & State Fair (Cal Expo) are extremely concerning to WAW as they are already resulting negative impacts to our racing interests. CARF's statements, particularly those in a Daily Racing Form article yesterday, propose thoroughbred race dates which would directly conflict with WAW's historic harness meet dates and attendant lease of the Cal Expo facility through 2030. Many of our horsemen have already contacted us questioning whether they will be able to return to California for our meet beginning later this year, an understandable concern for those coming from as far away as the U.S and Canadian East coast. As you are aware, were horsemen to decide not to return for our upcoming meet this would have a direct negative financial impact on our operations.

Further, as a publicly traded company on the London Stock Exchange, information implying that WAW will no longer be able to operate a harness meet at Cal Expo will likely have a significant negative effect on our shareholders. As a result of CARF's statements, WAW finds itself in the position of having to make a public statement regarding its ongoing plans to operate a harness meet in order to avoid further impact to our shareholders.

We would urge CARF to sit down with WAW and other California stakeholders prior to any further public statements. We stand fully prepared to work with anyone in the industry to support Northern thoroughbred racing and the horsemen who depend on it. WAW looks forward to discussing such proposals at your earliest convenience.

Regards,



Ed Comins
President
Watchandwager.com

cc.

Tom Martinez
Gregory Ferraro
Scott Chaney

Jerome Hoban
David Neumeister
Christopher Schick
Benjamin Kenney



August 1, 2023

PRESIDENT

EOIN G. HARTY

NO CAL VICE PRESIDENT

GLORIA HALEY

SO CAL VICE PRESIDENT

DAVID E. HOFMANS

TREASURER

RAY BELL

SECRETARY

ANGIE CARMONA

BOARD OF DIRECTORS

RAY BELL

TIM BELLASIS

VAL BRINKERHOFF

RON ELLIS

GLORIA HALEY

EOIN G. HARTY

DAVID E. HOFMANS

SEAN McCARTHY

MATTHEW TROY

IN MEMORIAM

NOBLE THREEWITT

President & Director

EXECUTIVE STAFF

ALAN F. BALCH

Executive Director

BILL PATTERSON

No. California Manager

ANGIE CARMONA

Deputy Director

Ms. Belinda Stronach, Chairwoman, CEO, and President

THE STRONACH GROUP AND 1/ST

Mr. Aidan Butler, CEO

Mr. Craig Fravel, Executive Vice Chairman

1/ST RACING & GAMING

Ms. Stronach and Gentlemen:

We have reviewed with great interest your media presentation on Friday, as well as responses and quotations from TOC and CTBA. We understand from TOC that you are preparing details for further explanation, perhaps to be released this week.

As the statutory representative of all licensed Trainers in California, a great many of whom are also licensed Owners, we believe it essential that the following issues be addressed. Kindly bear in mind that California law states: "The trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees." [California Business and Professions Code, Section 19613.1 (b)]

Licensed Trainers (CTT's members), as well as all those connected with California racing, are entitled to objective facts on which to make decisions which affect their future livelihoods, as well as clear reasoning based on those facts.

From the meeting to which we were summoned in Mr. Fravel's office last Wednesday morning, as well as your Friday afternoon media event, apparently you are preparing to embark on implementing plans you have developed for the California industry, rather than first having had collaborative exploratory talks with the entities most involved -- which entities bear specific statutory representation responsibilities. CTT represents all trainers in California, not just those currently racing in the south. It isn't readily apparent that you're prepared for potentially significant adverse repercussions (and not just for trainers), not all of which can even be knowable given your sudden, surprise announcements.

Therefore, it seems to us that the following issues (among many others) require detailed explanation, as well as potential negotiation, per the Racing Law.

1. You've publicly committed "over \$1-million to support the relocation" of the backstretch community to facilitate a consolidation of racing in Southern California. What exactly do you propose, how will this fund be distributed, and under whose direction and oversight? This apparently includes approximately \$500,000 to support California breeding. What are the details for protecting and enhancing existing breeders in California, specifically Northern California? How will these funds be expended, and by whom? Over what time frame?

2. Will the announced commitment of \$4.5-million for a "brand new all-weather synthetic track [to] replace the existing training track at Santa Anita" lead to accomplishing that in the 7 weeks available between this year's Breeders' Cup there and Christmas? If the project is started and cannot be completed, have you considered or quantified the risk of not having a training track available during the upcoming winter? What would be the impact of construction on existing training on the main track during that period? Have you allowed for the contingencies of bad weather and the Thanksgiving holiday period? Has the fundamental engineering required been commenced or completed? Have vendors been contracted? Is Tapeta to be installed, or a different synthetic?

SO. CALIFORNIA - MAIN OFFICE

Santa Anita Park

285 W. Huntington Drive

Arcadia, CA 91007

P.O. Box 660039

Arcadia, CA 91066-0039

(626) 447-2145 (Office)

(626) 446-0270 (Fax)

E-Mail: info@caltrainers.org

NO. CALIFORNIA - FIELD OFFICE

Golden Gate Fields

1100 Eastshore Highway

Berkeley, CA 94710

P.O. Box 6027

Berkeley, CA 94706

(510) 524-3081 (Office)

(510) 524-5280 (Fax)

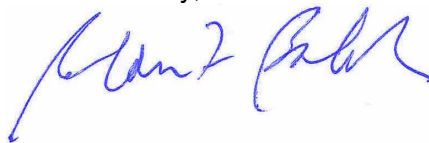
E-Mail: nocactt@aol.com

www.caltrainers.org

3. What exactly is meant by "a commitment to fund a portion of 2024 health care premiums for Golden Gate Fields employees"? Presumably, you are referring here to requirements under existing law for Stronach Racing employees. What about employees of trainers and other critical backstretch workers?
4. What exactly is "a job board accessible to backside employees to support the transition to Santa Anita"? How will it function? Have you considered government resources which might be marshaled, enabling the access of existing backstretch personnel to other potential opportunities, outside racing, and what citizenship or other barriers there may be to transferring skills?
5. As to the proposed investment of "\$500,000+ (over two years) towards building a state-of-the-art equine pool for hydrotherapy and horse exerciser," is this one installation or more than one? Exactly where at Santa Anita will this/these installations be located? When within the two-year period mentioned will these installations be completed?
6. What is the time frame for building and using the new "\$2.5-million turf chute," which has been announced? Is permitting secured?
7. As you know, California racing is an interdependent enterprise, with statutory slivers of the total takeout from handle directly and indirectly supporting many backstretch and other organizations. These include, but aren't necessarily limited to, California Thoroughbred Horsemen's Foundation (CTHF), Winners Foundation, TOC and CTT, California Thoroughbred Business League (CTBL) supporting workers' compensation for trainer employers, California breeder incentive awards, Jockey Welfare Benefit Corporation, CTT Backstretch Pension, jockey pension programs, etc., etc. Detailed revenue forecasts should be provided to CHRB and the affected organizations for planning and transitional purposes. How will industry financial support of CHRB itself be maintained, and at what level, as well as California Horse Racing Information Management System (CHRIMS)? What will be the expected repercussions for these and other affected organizations? Has Stronach Racing considered the economic impact of its decision to discontinue racing at Golden Gate Fields on all these entities, named and unnamed, assessed the detailed cost/benefit of its announced course of action, and considered any transitional financial support to them? If so, to which ones specifically?

We would appreciate your attention to all these matters, and any additional issues that may be connected, prior to your upcoming release of more information.

Sincerely,



Alan F. Balch
CTT Executive Director

AFB:ac

Copies: CHRB
CTHF, Mr. Cliff Goodrich
CTBA, Mr. Doug Burge
CTT, Board of Directors
TOC, Mr. Bill Nader

Dr. Ferraro and CHRB Commissioners, Others:

As you know, Ellen Jackson has been one of California's most esteemed trainers, owners, and breeders, for a very long time. I don't know anyone who has contributed more to the sport in the most important ways than she has, with her time, tireless commitment, and the means available to her.

When she contacted me last night, as her statutory representative, and spoke with me this morning, she asked me for my assistance in making sure this letter of hers (in her own words, untouched by me) reached the CHRB and the industry's leadership.

That's why I'm providing it to all of you. It's a matter of public record, in any case, and I'm confident it represents the opinions of countless people who have devoted their lives to California racing.

Alan F. Balch, Executive Director
California Thoroughbred Trainers

Here is what I wrote to the CHRB:

As I'm sure you're aware now, The Stronach Group intends to close GGF as of the 10th of Dec. I have to wonder who can intervene on the part of all the trainers, grooms, hot walkers, exercise rider, jockeys, owners, breeders, hay growers, grain manufacturers, vendors, small businesses, etc. that are going to be devastatingly impacted by this decision. As I'm also sure you're aware, many of the back stretch workers have only provisional licenses that allow them to work at the track but have no work permit to allow them to work outside the track. This closure is going to throw many people out on the street without work, without the possibility to work and without a place to live. The horses we have raised to race in Northern CA are not of the quality to compete successfully in Southern CA, as is the intended plan by Stronach group to see them all move to Santa Anita and bulk up their horse population. That isn't going to happen. Horses and trainers are leaving the state by the droves as it is. Trying to improve racing in So Cal by destroying any competition in Nor Cal, just doesn't add up.

I don't know where to turn but this travesty is just eating away at my heart and I'm hoping since you allocate the dates for race meets, maybe you have some suggestions. I realize as a private corporation, Stronach Group doesn't have to open their books to the public. But as recently as this spring, Craig Fravel, CEO of Stronach racing, speaking to a group of TOC members at GGF, told us that GGF makes a better profit than SA and is basically supporting them. He also said that the field sizes were on an average 1 horse more per race at GGF than SA. Belinda Stronach is now claiming that GGF is 1.9 million, behind on purses at GGF and have been incurring losses in operating costs for years. She also claims

Stronach group is liable for 25 million in storm drain renovation and water quality improvements. Which was supposedly why we had to leave GGF last summer so they could take care of. Who are we to believe?

Since the mission statement of CHRB is to ensure the integrity, viability, and safety of the California horse racing industry by regulating pari-mutuel wagering for the protection of the public, promoting horse racing, breeding, and wagering opportunities, and fostering safe racing through the development and enforcement of track safety standards and regulations for the health and welfare of all participants, it would appear that this sort of reckless decision making by Stronach group is certainly under your jurisdiction, of the welfare of all participants.

I am sincerely hoping when you make your decisions for race dates you take all the human toll into consideration and at least force the Stronach group to be transparent in their decision making, process and provide you with evidence that this plan to destroy Nor Cal racing is based on what is best for the industry as a whole.

Ellen Jackson

2024 Proposed Northern California Race Dates DRAFT

2023

Updated 7-6-23

December						
S	M	T	W	T	F	S
					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

Race days subject to change

Pleasanton	13
Sacramento	9
Ferndale (Unoverlapped)	6
Fresno	7

2024

January						
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26	27	28	29	30	31	

June						
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23	24	25	26	27	28	29
8						

July						
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28	29	30	31			
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August						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31
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September						
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November						
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2024 NORTHERN CALIFORNIA DATES PROPOSAL

2023

29-Jul-23

December						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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RACE DAYS
Capitol Racing
Alameda County Fair
California State Fair
Sonoma County Fair
Humboldt County Fair
Big Fresno Fair

TRADITIONAL FAIR BLOCK

CAPITOL RACING	99
SIMULCAST-ONLY DAYS	98

2024

January						
S	M	T	W	T	F	S
	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			
		10				13

February						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
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25	26	27	28	29		
		10				12

March						
S	M	T	W	T	F	S
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24	25	26	27	28	29	30
31						
				12		11

April						
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May						
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			13			11

June						
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July						
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August						
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September						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
			7			14

October						
S	M	T	W	T	F	S
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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		
			6			6

November						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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December						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
				9		6

2024 NORTHERN CALIFORNIA DATES PROPOSAL - DRAFT C (REVISED)

2023

1-Sep-23

December						
S	M	T	W	T	F	S
					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						
		3				3

RACE DAYS	
Alameda County Fair	
California State Fair	
Sonoma County Fair	9
Humboldt County Fair	9
Big Fresno Fair	7
CAPITOL RACING	

MEET #1 - CAPITOL RACING at Santa Rosa	51
MEET #2 - CAPITOL RACING at CalExpo	12
MEET #3 - CAPITOL RACING at CalExpo	9
MEET #4 - CAPITOL RACING at Santa Rosa	31
TOTAL CAPITOL RACING DAYS	103
CAPITOL RACING SIMULCAST-ONLY DAYS	82

TOTAL NOR CAL RACE DATES 150

2024

January						
S	M	T	W	T	F	S
	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
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		11				13

February						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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March						
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April						
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May						
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June						
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July						
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August						
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September						
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October						
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December						
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2024 NORTHERN CALIFORNIA DATES PROPOSAL - DRAFT D

2023

1-Sep-23

December						
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31						

RACE DAYS

Alameda County Fair	
California State Fair	
Sonoma County Fair	9
Humboldt County Fair	9
Big Fresno Fair	
CAPITOL RACING	

GOLDEN GATE FIELDS (BLOCK OF DATES)

CAPITOL RACING (MEET #1) at CalExpo	9
CAPITOL RACING (MEET #2) at Santa Rosa	31
TOTAL CAPITOL RACING DAYS	40
CAPITOL RACING SIMULCAST-ONLY DAYS	26

TOTAL NOR CAL RACE DATES 87

2024

January						
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February						
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March						
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April						
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May						
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July						
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August						
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December						
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					10	6

2024 NORTHERN CALIFORNIA FAIR DATES PROPOSAL

2023

31-Aug-23

December						
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31						

RACE DAYS

Alameda County Fair	
California State Fair	
Sonoma County Fair	9
Humboldt County Fair	9
Big Fresno Fair	7

2024

January						
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April						
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June						
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July						
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August						
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September						
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October						
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20	21	22	23	24	25	26
27	28	29	30	31		

November						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

4

7 6

Agenda Item 4

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION AT GOLDEN GATE FIELDS, COMMENCING OCTOBER 18, 2023, AND CONTINUING THROUGH DECEMBER 19, 2023

Board Meeting
September 21, 2023

Application: Pacific Racing Association at Golden Gate Fields

Breeds: Thoroughbred

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

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				

November 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		

December 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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

Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Berkeley fire clearance valid till 2/27/24. Received request for exemption from 45-day provision of Rule 1927. Albany fire clearance valid till 12/21/23.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Completed 6/30/23.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Inspection scheduled to be completed by 09/17/2023.	Rule 1471(g)
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Liberty Mutual — effective 6/30/23, expires 6/30/24.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Thoroughbred Owners of California – received on 9/6/23. California Thoroughbred Trainers Association – received on 9/8/23.	Rule 2044
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Inclement Weather Policy – received 7/20/2023. Concussion Protocol Policy – received 7/20/2023. Track Emergency Procedures – received 7/21/2023.	
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	See pages 48–52 PRA requests approval to use alternative definition of “unique” to govern Pick 6 payout; also requests approval to allow patrons to select alternate runner provision on PNP4, Early PNP5, and Late PNP5 of Pick (n) contests; see letter dated 7/20/23. PRA requests that Board approve additional mandatory distributions prior to closing day throughout meet on condition that CHRB Executive Director is notified at least five days before such mandatory distribution.	BPC 19599

Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	See pages 65–79	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	See pages 46–47	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen’s Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	See pages 52–55	BPC 19604 19604(b)(1)(C)
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

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



GOLDEN GATE FIELDS

August 11, 2023

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

Dear Mr. Pimentel,

As of today, the following are the items that you list as outstanding, with respect to Pacific Racing Association's ("PRA") 2023 Fall Race Meet Application:

1. TOC Agreement – PRA is working with the TOC on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the September Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.
2. CTT Agreement – PRA is working with the CTT on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with CTT will be finalized prior to the September Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.

Please let me know if you have any questions.

Sincerely,

Eric Sindler



GOLDEN GATE FIELDS

July 20, 2023

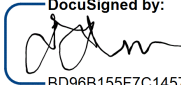
Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Track Veterinarian Emergency Procedures

Dear Mr. Chaney,

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

Sincerely,

DocuSigned by:

BD96B155F7C1457...
David Duggan



July 13, 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



July 13, 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 will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

DocuSigned by:

BD96B155F7C1457...
David Duggan

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

1. APPLICANT ASSOCIATION

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

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

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

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: October 18, 2023 - December 19, 2023
- B. Actual dates racing will be held: October 21-23; 28-30, November 4-6; 11-13; 18-20; 23 and 25-27, December 2-4 and 9-11
- C. Total number of days or nights of racing: 25
- D. Days or nights of the week races will be held:

CHRB CERTIFICATION

Application received: 7/20/2023
Deposit received: Yes
Reviewed: RP

Hearing date: 9/21/2023
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, also racing on Thursday, 11/23/2023

3. RACING PROGRAM

- A. Total number of races: 192-264
- B. Number of races for each day or night: 7-9 on weekdays; 8-11 on Weekends/Holidays
- C. Total number of stakes races: 8
- 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. Joseph T. Grace, We decided to move the race formerly run as the Grade III Berkeley Handicap (it is going to be re-named) to a spot on the calendar in the first week of November that the Joseph T. Grace occupied.
- E. Will provisions be made for owners and trainers to use their own registered colors?
Yes No
If no, which racing colors are to be used?
- F. List all post times for the daily racing program.
Race Number/Post Time Daily
1st 12:45 p.m. 2nd 1:15 p.m. 3rd 1:45 p.m. 4th 2:15 p.m. 5th 2:45 p.m. 6th 3:15 p.m. 7th 3:45 p.m. 8th 4:15 p.m. 9th 4:45 p.m. 10th when applicable 5:15 p.m. 11th when applicable 5:45 p.m.

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

4. RACING ASSOCIATION

- A. Association is a: Corporation (complete subsection C)
 LLC (complete subsection D)
 Other (specify, and complete subsection E)

GGF STAKES FALL 2023-2022-2021

PRA/GGF FALL 2023
October 20 - December 10, 2023
STAKES SCHEDULE

PIKE PLACE DANCER
\$75,000 Guaranteed
(Includes \$25,000 CBRF supplement)
Fillies 2 yo-1 Mile (Turf)
Saturday, October 28, 2023

BERKELEY HANDICAP - GIII
\$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 4, 2023

GOLDEN NUGGET
Overnight Stakes
\$50,000 Added (plus up to \$15,000 to Cal-Breds)
2 yo - 6 Furlongs
Saturday, November 11, 2023

OAKLAND
Overnight Stakes
\$50,000 Added (plus up to \$15,000 to Cal-Breds)
3 yo & up - 6 Furlongs
Saturday, November 18, 2023

GOLDEN GATE DEBUTANTE
Overnight Stakes
\$50,000 Added (plus up to \$15,000 to Cal-Breds)
Fillies 2 yo - 6 Furlongs
Saturday, November 25, 2023

GOLD RUSH
\$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 02, 2023

BEAR FAN
\$75,000 Guaranteed
(Includes \$25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 9, 2023

MISS AMERICA
Overnight Stakes
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 10, 2023

PRA/GGF FALL 2022
October 20 - December 11, 2022
STAKES SCHEDULE

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

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

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

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

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

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

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

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

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

PRA/GGF FALL 2021
October 21 - December 12, 2021
STAKES SCHEDULE

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

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

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

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

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

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

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

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

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

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

C. CORPORATION

1. Registered name of the corporation: Pacific Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: 480136
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Craig Fravel, President (Officer), 0 Shares
Mike Rogers, Vice President, Operations (Officer/Director), 0 Shares
Rebecca Neimark, CFO (Officer), 0 Shares
David Duggan, Vice President & General Manager (Officer), 0 Shares
Scott Daruty, Senior Vice-President (Officer), 0 Shares
Greg Harnish, Secretary (Officer/Director), 0 Shares
Eric Sindler, Assistant Secretary (Officer), 0 Shares
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: TSG Developments Investments Inc. 100 Shares
6. Number of outstanding shares in the corporation: 100 Shares
7. Are the shares listed for public trading? Yes No
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Share Register Is with Laura Proniuk In Corporate Office (Canada); Email: Laura.Proniuk@stronachgroup.com
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
TSG Development Investments Inc.
 - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes No
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation: 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 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

July 13, 2023

Rick Baedeker
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 200
Sacramento, CA 95825

Dear Rick:

Pursuant to California Business and Professions Code section 19601.01, Pacific Racing Association (PRA), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA Fall Race Meet, October 18, through December 19, 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 PRA's license application in Section 5A.

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

Sincerely,

DocuSigned by:



David Duggan

Vice President & General Manager



July 12, 2023

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

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

Dear Scott,

Pacific Racing Association has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning October 18, 2023 through December 19, 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: Cynthia Seidl

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

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

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 (10/19 -12/20/2022)	\$ 6,228,33.59	14,629 (25 live race dates)
2021 (10/20/21-12/21/21)	\$ 5,741,182.64	13,740 (24 live race days)
2020 (10/21-12/22/20)	\$ 1,929.00	No Fans (13 live race days)
2019 (10/16–12/17/19)	\$ 9,339,848.46	41,209 (36 live race days)
2018 (10/17–12/18/18)	\$ 10,686,120.31	45,987 (30 live race days)

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: 4,675,000
 Prior meet actual: 4,674,490

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

Current meet estimate: 187,000
 Prior meet actual: 186,980

2. Overnight stakes:

Current meet estimate: 200,000
 Prior meet actual: 250,000

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

Current meet estimate: 8,000
 Prior meet actual: 10,000

3. Non-overnight stakes:

Current meet estimate: 325,000
 Prior meet actual: 266,500

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

Current meet estimate: 13,000
 Prior meet actual: 10,660

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

Current meet estimate: 5,200,000
 Prior meet actual: 5,190,990

B. California-bred Stakes Races:

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

Current meet estimate: 23.1%
 Prior meet actual: 28.1%

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

Current meet estimate: 0.92%
 Prior meet actual: 1.13%

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

Current meet estimate:	578,208
Prior meet actual:	572,483

- 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): 6,394	6,432
TOC: 44,776	41,229
CTT (Admin): 22,388	20,615
CTT Pension: 44,776	41,229

Total:	118,334		Total: 109,505
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- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):

Current meet estimate:	5,896,542
Prior meet actual:	5,872,978

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

Current meet estimate:	235,862
Prior meet actual:	234,919

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

Current meet estimate:	1,366,567
Prior meet actual:	1,326,764

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

Current meet estimate:	54,663
Prior meet actual:	53,071

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

Current meet estimate:	3,111,046
Prior meet actual:	3,020,433

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

Current meet estimate:	124,442
Prior meet actual:	120,817

- 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.

***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

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, December 11, 2023 for the period of October 21,2023 through December 11, 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 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, contract was extended through October 2025.

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 July 20, 2023 is denied.



GOLDEN GATE FIELDS

July 20, 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's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of October 18, 2023 through December 19, 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

- 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.

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

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: N/A
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
- C. California simulcast facilities the association proposes to offer its live audiovisual signal:
 Southern California – See Attached
 Northern California – Pursuant to agreement with CARF and pursuant to agreement with Sonoma



July 12, 2023

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

RE: Golden Gate Fields 2023 Autumn 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 Autumn race meeting, October 18, 2023 through December 19, 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,



Jordyn Egan
Executive Director

Cc: Cynthia Seidl

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

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		

- 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

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

HARNESS SIMULCAST RACES TO BE IMPORTED

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

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
--------------------	----------------	------------	--------------------------------

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, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carleton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres, Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

Betting Exchange

Camarero (Puerto Rico)

Caymanas (Jamaica)

Chile

Codere (Mexico)

MIR Books (Caliente)

NDS Books (Nevada)

Suaposta (Brazil) ADW

Tabcorp (Australia)

XB (GWS)

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**Commingled
Canadian Locations**

Assiniboia Downs	Kawartha Downs
Century Downs	Marquis Downs
Century Mile	Mohawk Racetrack
Charlottetown	Northside Downs
Clinton Teletheatre	Picov Downs
Dresden	Rideau Carleton
Elmira Raceway	Rocky Mountain Turf Club
Evergreen Park	Sudbury Downs
Flamoro Downs	Summerside - PEI
Fort Erie	TBC Teletheaters
Fraser Downs	Track On 2
Fredericton Raceway	Truro Raceway
Georgian Downs	Western Fair Raceway
Grand River	Woodbine
Hanover Raceway	Xpressbet Southern Alberta
Hastings Park	
Hiawatha	
Hippodrome De Quebec	

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

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	

- 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, 1100 Eastshore Hwy, Berkeley, CA 94710 is agent for distribution
- B. Names and addresses of the trustees or directors of the distributing agent: Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 will act as its own distributing agent
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:

Association Veterinarian(s)	Cassille Batten, D.V.M., Karen Hassan D.V.M., Ashton Cloninger, D.M.V, Mike Parker D.V.M
Clerk of Scales	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

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.

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)
 - Mitchell Nicco (Assistant Paymaster)
- 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 through December 11, 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

**Attachment to PRA / Golden Gate Fields License Application
14 (E):**

Track Camera Equipment:

There are a total of ten (10) high definition (HD) cameras placed at the following strategic locations around the race track:

7/8 Pole

3/8 Pole

1/4 Pole

Paddock

Paddock (Gliding)

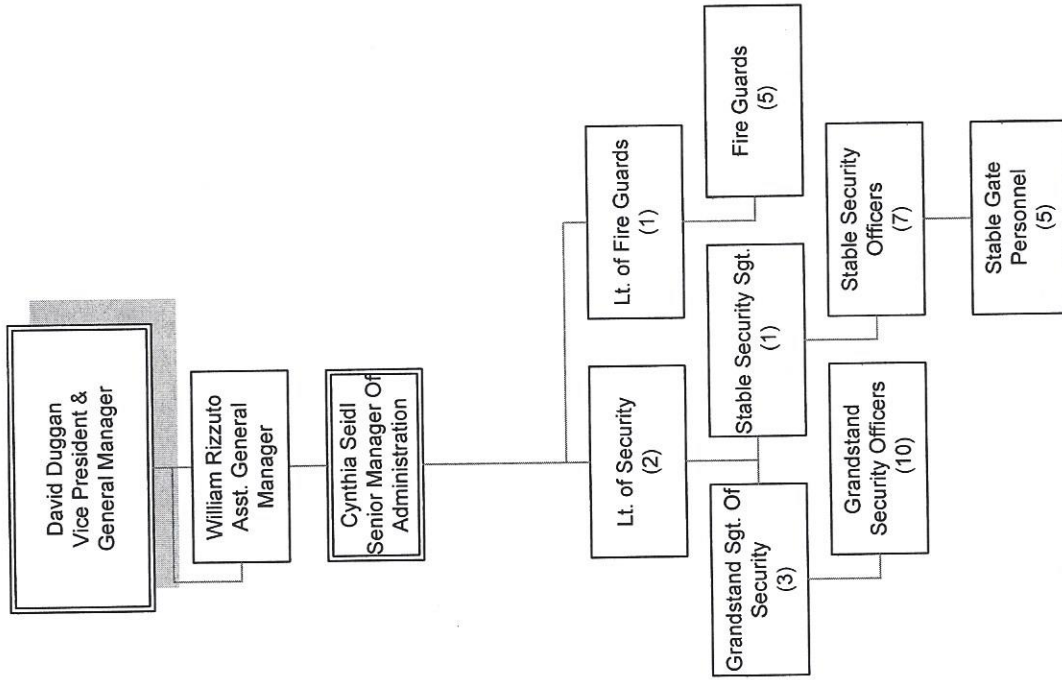
(2) Pan Cameras on Roof

Jib camera in Paddock

Starting Gate (Robo)

Parking Lot (Robo-scenic)

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



- 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:

- 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
- 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): Marsh, WA2-B7D-170912-013
- 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



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

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 GGF MEDICAL CLINIC (LIVE RACING)

Services (Mission)

- Pre-race examinations on jockeys;
- Preventive & curative medical services for jockeys;
- Urgent care facility for jockeys;
- Assist CHRB in assessment of any impaired individuals.

Staffing

- Physician Medical Director (“Track Physician”).

Equipment

- Advanced cardiac life support (ACLS) equipment;
- 12-Lead EKG;
- Lung function testing equipment;
- Ultrasound (for internal organ injury assessment);
- Blood work & hematology supplies & equipment;
- Basic surgical care supplies & equipment.

Availability

- One-hour before first posted race until one-to-two hours following last posted race;
- Extended hours for necessary follow-up care and/or upon Request from track management or CHRB.

EMERGENCY MEDICAL PROCEDURES

-MORNING TRAINING-

FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

"FIRST RESPONSE"

- In the event of an accident, the Outriders shall immediately contact the on-track GGF Human Ambulance using Radio Channel #1 ("Rider Down");
(or the accident may very well be witnessed directly by the Ambulance Crew);
- The on-track GGF Human Ambulance (manned by GGF-contracted medical personnel) shall respond immediately to the site of the accident;
- The attending contracted medical personnel shall arrive equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment & supplies;
- An "on-site evaluation" of injuries to the jockey(s) or exercise rider(s) shall be made by the attending contracted medical personnel.



"ON-SITE EVALUATION"

- Based on the attending contracted medical personnel "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) or exercise rider(s) on-site or to request emergency medical transport for off-site treatment at a hospital trauma center;
 - If on-site treatment is deemed sufficient, the GGF Human Ambulance shall provide the injured jockey(s) or exercise rider(s) with appropriate medical treatment; or,
 - If off-site treatment is deemed necessary, "911" shall be used to summon a City of Albany Fire Dept. ambulance *(a Fire Dept. truck shall also respond)*.



"INJURY TREATMENT"

- If an injured jockey(s) is treated on-site:
 - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
 - the Track Physician of the GGF Medical Clinic shall likewise be notified either via telephone or when arriving on-site (live race days only).
- If an exercise rider(s) is treated on-site:
 - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
- If the City of Albany Fire Dept. ambulance is summoned to respond, the injured jockey(s) or exercise rider(s) shall be transferred to this ambulance at either of the two following locations for transport to a local hospital;
 - If the injuries are deemed less severe, the jockey(s) or exercise rider(s) will be transported by the GGF Human Ambulance to an off-track location for pick-up by the City of Albany Fire Dept. ambulance; or,
 - If the injuries are deemed severe and the jockey(s) or exercise rider(s) cannot be moved, the City of Albany Fire Dept. ambulance will be escorted by GGF security personnel directly onto the track for patient pickup.



"POST INJURY ACTIVITIES"

- The incident must be reported immediately to the appropriate CHSA representative;
- In consultation with the attending contracted medical personnel, an "Accident/Injury Investigation Report" must be completed by track management following completion of the above-noted procedures.

Should the GGF Human Ambulance need to leave the track premises, for whatever reason(s), all morning training must be delayed until a city-chartered or other substitute ambulance is on-site and available for on-track medical service.

PROCEDIMIENTOS MÉDICOS DE EMERGENCIA

- ENTRENAMIENTO MATUTINO -

PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

"PRIMEROS AUXILIOS"

- En caso de accidente, los paradores deberán contactarse de inmediato con la Ambulancia para pacientes humanos del Golden Gate Fields (GGF) a través del canal de radio n.º 1 (por "jinete caído") (o tal vez el equipo de la ambulancia presencia el accidente directamente);
- La Ambulancia del GGF (con personal médico contratado del GGF) deberá actuar de inmediato en el lugar del accidente;
- El personal médico contratado que asista deberá contar con conocimientos en soporte vital cardiovascular avanzado (SVCA) y demás equipos y suministros necesarios de tratamiento médico inmediato;
- Dicho personal llevará a cabo una "evaluación en el lugar" de las heridas del jinete o del jinete de ejercicio.



"EVALUACIÓN EN EL LUGAR"

- De acuerdo con la evaluación de las heridas que realice el personal médico contratado en el lugar, se tomará una decisión acerca de tratar al jinete o jinete de ejercicio herido en dicho lugar o bien solicitar un transporte médico para emergencias para llevar a cabo un tratamiento en un centro de traumatología;
 - Si se considera suficiente el tratamiento en el lugar, la Ambulancia del GGF deberá proporcionar el tratamiento médico correspondiente al jinete o jinete de ejercicio herido o
 - Si es necesario un tratamiento fuera del predio, se deberá utilizar el "911" para llamar una ambulancia del Departamento de Bomberos de la ciudad de Albany (también podrá actuar un camión del Departamento de Bomberos).



"TRATAMIENTO DE HERIDAS"

- Si se trata un jinete herido en el lugar:
 - el personal médico contratado que asista deberá proveer tratamiento médico hasta que derive al paciente de acuerdo con su criterio médico;
 - también se deberá notificar al médico de la pista de la Clínica Médica del GGF ya sea por vía telefónica o cuando llegue al lugar (únicamente los días de carreras).
- Si se trata un jinete de ejercicio en el lugar:
 - el personal médico contratado que asista deberá proveer tratamiento médico hasta derivar al paciente de acuerdo con su criterio médico;
- Si se llama a la ambulancia del Departamento de Bomberos de la ciudad de Albany para brindar atención, se trasladará al jinete o jinete de ejercicio herido en dicha ambulancia hasta una de las siguientes ubicaciones para trasladarlo a un hospital local;
 - Si las heridas se consideran poco graves, se trasladará al jinete o jinete de ejercicio en la Ambulancia del GGF fuera de la pista para que lo recoja la ambulancia del Departamento de Bomberos de la ciudad de Albany o
 - Si las heridas se consideran graves y no se pueden movilizar al jinete o jinete de ejercicio, el personal de seguridad del GGF escoltará la ambulancia del Departamento de Bomberos de la ciudad de Albany directamente hacia la pista para que recoja al paciente.



"ACTIVIDADES POSTERIORES A LAS HERIDAS"

- Se debe informar el incidente de inmediato al representante correspondiente de la Asociación de jinetes de California (CSHA, por su sigla en inglés);
- Con el asesoramiento del personal médico contratado que asista, la gerencia debe completar un "Informe de investigación de accidentes/ heridas" luego de que se completen los procedimientos que se apuntaron anteriormente.



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".

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



July 13, 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 has previously submitted to the board the Berkeley Fire Department's clearance letter March 2, 2023

Pacific Racing Association is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Golden Gate Fields perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

DocuSigned by:

David Duggan

BD96B155F7C1457...

David Duggan

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



CYNTHIA SEIDL
SENIOR MANAGER OF
ADMINISTRATION

1100 EASTSHORE HIGHWAY
BERKELEY, CA 94710

P / 510.559.7551
C / 510.712.6835



This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

<p>Certificate Holder: California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825 Attn.: Insurance Department</p>	<p>Named Insured and Address: Pacific Racing Association dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706</p> <p>Subsidiary/Divisions: Pacific Racing Association 1100 Eastshore Highway Albany, CA 94706</p> <p>and</p> <p>Pacific Racing Association II dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706</p>
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This certificate is issued regarding:
 Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Liberty Mutual Insurance Company	TB1-B71-170912-033	Jun 30, 2023 to Jun 30, 2024	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 250,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-013	Jun 30, 2023 to Jun 30, 2024	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

Additional Information:

The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

<p>Marsh Canada Limited 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - Certs.Stronach@marsh.com</p>	<p>Marsh Canada Limited</p> <p style="text-align: right;"><i>Catherine Evans</i></p> <p>By: _____ Catherine Evans</p>
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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
- 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 Investigator J. Tolman on June 30, 2023.
- 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

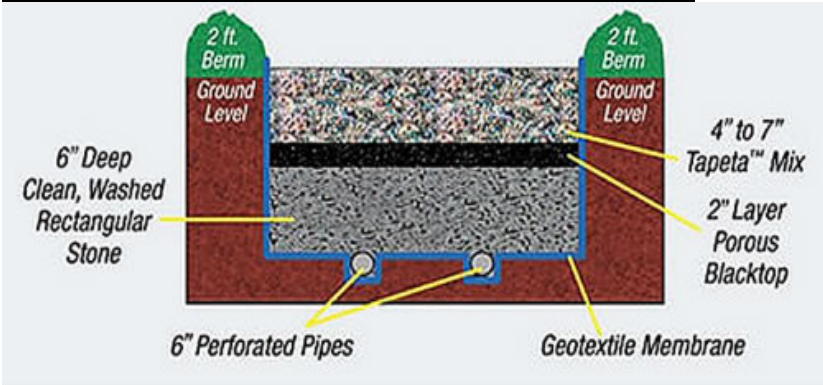
22. TRACK SAFETY

- 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.
- 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

Tapeta® Footings Synthetic Track Surface



**2023 Fall
Race Meet Agreement**

Between

Pacific Racing Association

and

Thoroughbred Owners
Of California

October 18, 2023

Through

December 19, 2023



TOC

Thoroughbred Owners of California

Forging the Future

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**2023 Fall Race Meet Agreement
Golden Gate Fields & Thoroughbred Owners of California**

This Agreement is entered into by and between Pacific Racing Association (“Track”) on the one side and the Thoroughbred Owners of California, Inc. (“TOC”) on the other side and becomes effective on 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 October 18, 2023, through December 19, 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.

xv. Further, Track agrees to provide to the owner of a horse that starts in a Grade I, Grade II, or Grade III Stakes Race during the Term a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I, Grade II, or Grade III Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers. A "starter" means any horse that leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

xvi. Post Time Self Insurance Group ("Post Time") provides workers' compensation insurance for California jockeys as required by California Horse Racing Law. Post Time has advised the TOC that a Per-Start Fee Deduction from each owner's paymaster account in the amount of \$146 (the "Per Start Fee Deduction") is necessary in order to fund the expected workers' compensation costs for jockeys in 2023. In accordance with longstanding past practice, TOC continues to and does hereby authorize and direct Track's Paymaster of Purses to make the Per-Start Fee Deduction from each owner's horsemen's account, unless Post Time provides Track with written notice that an owner has opted out of the Per-Start Fee Deduction. Any such notice of an owner's opt-out must be given by Post Time to Track via email delivered to Track's Paymaster of Purses and bearing a subject line of "Notification of Owner Opt-Out of Per Start WC Fee," with such notice only taking effect upon receipt. If the owner opts out, then Track's Paymaster of Purses shall not make the Per-Start Fee Deduction from such owner's horsemen's account.

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

Thoroughbred Owners of California

DocuSigned by:

By: BD96B155F7C1457
Name: David Duggan
Title: Vice President & General Manager
Date: 09/06/2023


By: 
Name: William A. Nader
Title: President & CEO
Date: 9/6/23

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



Race Meet Agreement

Fall 2023

Between

Pacific Racing Association

And

California Thoroughbred Trainers

October 18, 2023 – December 19, 2023

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**2023 Fall 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 October 18, 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 October 18, 2023, through December 19, 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 October 18, 2023.

Pacific Racing Association

California Thoroughbred Trainers, Inc.

DocuSigned by:
David Duggan
BD32B15EF7C1457...
By: _____
Name: David Duggan
Title: Vice President & General Manager
Date: 09/07/2023


By: 
Name: Alan F. Balch
Title: Executive Director
Date: September 7, 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 ("PRA") to race and stable horses at Golden Gate Fields during the 2023 Fall 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 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, 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.

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: _____

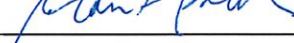
Title: _____

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.

- 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 
DocuSigned by:
 David Duggan
 BD96B155F7C1457...

Signature

David Duggan

VP & General Manager

08/11/2023

Print Name

Print Title

Date

Agenda Item 5

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO
CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR AT FRESNO,
COMMENCING OCTOBER 4 THROUGH OCTOBER 17, 2023

Regular Board Meeting
September 21, 2023

Application: The Big Fresno Fair

Breeds: Thoroughbred, Quarter

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

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	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Auxiliary stabling not utilized	Rule 1420(g)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Not required as auxiliary stabling not utilized.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 08/16/24; request for exemption from 45-day provision of Rule 1927 received 08/18/23.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	To be completed prior to start of race.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inspection scheduled to be completed by 09/17/2023	Rule 1471(g)

Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	PRISM. Valid 07/01/23 through 07/01/24.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> 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
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inclement Weather Policy – CARF adoption letter on file. Concussion Protocol Policy – CARF adoption letter on file. Track Emergency Procedures – received 08/15/23.	
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Pages 176-181	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Pages 190-231	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Page 176	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Pages 181-184	BPC 19604 19604(b)(1)(C)
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

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



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calairs.com

August 3, 2023

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair agrees to adopt CHRB Track Veterinarian Emergency Procedures protocol, as posted on the website, for the durations of the proposed race meet.

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 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



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,


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: 21st Agricultural Association/The Big Fresno Fair, 1121 South Chance Avenue, Fresno, CA, 93702, Phone: 559-650-3247, Fax: 559-650-3226
- 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. Christina Estrada, Interim CEO, 559-994-3135, cestrada@fresnofair.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: October 4-17, 2023
- B. Actual dates racing will be held: October 6, 7, 8, 9, 13, 14, 15
- C. Dates racing will NOT be held: October 4, 5, 10, 11, 12
- D. Total number of racing days: 7
- E. Days of the week races will be held: Friday-Sunday, Monday Oct. 9
 Wednesday – Sunday Tuesday – Saturday Other (specify)

3. RACING PROGRAM

- A. Total number of races: 70
- B. Number of races by breed:
- | | | |
|------------------|-------------------|------------|
| 58 Thoroughbreds | 12 Quarter Horses | Appaloosas |
| Arabians | Paints | Mules |

CHRB CERTIFICATION

Application received: 07/20/23
Reviewed: NLG

Hearing date: 09/21/23
Approved date:
License number:

C. Number of races daily:

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

D. Total number of stakes races by breed:

2 Thoroughbreds Quarter Horses Appaloosas
 Arabians Paints 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). None
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. No changes.

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 2

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

- A. Names of the fair directors: Terry Gonsalves (President & Co-CEO), Gary Chahil (Vice-President), Frank Flores (Secretary-Treasurer), Linda Mae Balakian Hunsucker, Jerry Pacheco, Annalisa Perea, Chuck Riojas, Larry Salinas
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Christina Estrada, Interim CEO
- C. Name and title of the fair manager or executive officer and the names and titles of all department

CHRB 3.E – CARF EXHIBIT 1

CARF STAKE SCHEDULE - FRESNO

2023	2022	2021
Harris Farms Stakes (CAL-BREDS) \$75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Oct. 7	Harris Farms Stakes (CAL-BREDS) \$75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Oct. 8	Harris Farms Stakes (CAL-BREDS) \$75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Oct. 9
The Bulldog Handicap \$75,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 15	The Bulldog Handicap \$75,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 16	The Bulldog Handicap \$75,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 17

CHRB 3(G) – CARF EXHIBIT 2

BIG FRESNO FAIR, FRESNO

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2023

RACE	DAILY
1	1:45 PM
2	2:15 PM
3	2:45 PM
4	3:15 PM
5	3:45 PM
6	4:15 PM
7	4:45 PM
8	5:15 PM
9	5:45 PM
10	6:15 PM

managers and fair staff, other than those listed in 12.B., who will be listed in the official program:
Christina Estrada, Interim CEO, 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). Christina Estrada, Interim CEO, 1121 South Chance Avenue, Fresno, CA, 93702, 559-650-3247, cestrada@fresnofair.com

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	\$20,991,093	43,910
2021	\$20,496,132	41,575
2020	N/A	N/A
2019	\$19,010,636	77,814
2018	\$18,381,799	77,240

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

- A. Purse distribution:

- 1. All races other than stakes:

Current meet estimate: 998,000

Prior meet actual: 998,766

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

Current meet estimate: 142,571
 Prior meet actual: 142,680

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: 150,000
 Prior meet actual: 145,550

Average Daily Purse (7A3 ÷ number of days):
 Current meet estimate: 21,429
 Prior meet actual: 20,792.86

4. Total Purses (7A1 + 7A2 + 7A3):
 Current meet estimate: 1,148,000
 Prior meet actual: 1,144,316

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

Current meet estimate: 85,000
 Prior meet actual: 84,873

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

Current meet estimate:		Prior meet actual:	
CTT	2,980		2,981
TOC	5,970		5,962
NTRA	1,150		1,153
PCQHRA	1,000		993
CWRA	0		0
ARAC	0		0
AMRA	0		0
CHBPAPEN	8,950		8,943
CTHF	8,950		8,943
Total:	29,000	Total:	28,975

- 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: 1,262,000
 Prior meet actual: 1,258,164

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

Current meet estimate: 180,286
 Prior meet actual: 179,738

- 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: 970,000
 Prior meet actual: 967,559

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

Current meet estimate: 138,571
 Prior meet actual: 138,223

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

Current meet estimate: 62,500
 Prior meet actual: 62,553

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

Current meet estimate: 8,929
 Prior meet actual: 8,936

- G. Bank and account number for the Paymaster of Purses' purse account: West America Bank (CARF Account No. 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: 624
- B. Minimum number of stalls believed necessary for the meeting: 624
- 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).
- 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 onsite during training hours, workouts, and racing for the association and auxiliary sites: Oversight by Dr. Forrest Franklin, 916-585-2050. Dr. William Grantham, 415-860-8113; available at Fresno: September 15-October 15, 2023 from 6 a.m -11 a.m. onsite during training hours and workouts. Dr. Audrey Clifton, 530-400-4721, on live racing days during racing and on-call for emergencies 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	<input type="checkbox"/> Yes <input type="checkbox"/> 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 3

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.

#VE

Race #1	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #2	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #3	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #4	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #5	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #6	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #7	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #8	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #9	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #10	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #11	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #12	Attached Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #13	N/A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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: 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 Exhibit 3 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.
- 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 3
Race #2	Attached Exhibit 3
Race #3	Attached Exhibit 3
Race #4	Attached Exhibit 3
Race #5	Attached Exhibit 3
Race #6	Attached Exhibit 3
Race #7	Attached Exhibit 3
Race #8	Attached Exhibit 3

Race #9	Attached Exhibit 3
Race #10	Attached Exhibit 3
Race #11	Attached Exhibit 3
Race #12	Attached Exhibit 3
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 4
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: Exhibit 5
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Exhibit 5
- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: Exhibit 6
- 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".



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, Watch & Wager, Game Play Network and NYRA may accept wagers from California residents on races conducted at CARF and races conducted 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



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, TwinSpire, 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, 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 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

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

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of 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

CHRB 12(C) - CARF Exhibit 4

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 5

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
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)
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 6

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 7

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

Exhibit 7

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 7		

- 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 Horse	Per CHRB	Full Card
Cal Expo Night Racing	Harness	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)	
Clerk of Scales	Dr. Audrey Clifton, DVM
Clerk of the Course	Dawn Schmid
Film Specialist	Myra Troske
Horse Identifier	Gary Greiner
Horseshoe Inspector	Jackie Payton
Paddock Judge	Danny Winick
Patrol Judges	Tammy Morris, Kenneth Fowler
Placing Judges	Jayne Thomas, Myra Troske
Starter	Manuel Trujillo

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: Esquire Deposition Services, 155 E. Shaw Ave., Suite 201, Fresno, CA 93704, 559-261-2324; Tricia Martinez.

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. Director of Racing, Larry A. Swartzlander, (916) 799-7084; Organizational chart attached as Exhibit 8.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Grandstand Security Guards (12): 10 Security Guards and 2 Fresno Police Officers. Stable Gate Area Security Guards (6): Guards stationed at gates. Stable Area Patrols: 6 Security Guards; and 1 on-ground Stall Superintendent lives on the backside area and makes rounds throughout the night checking horses and stalls.

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:

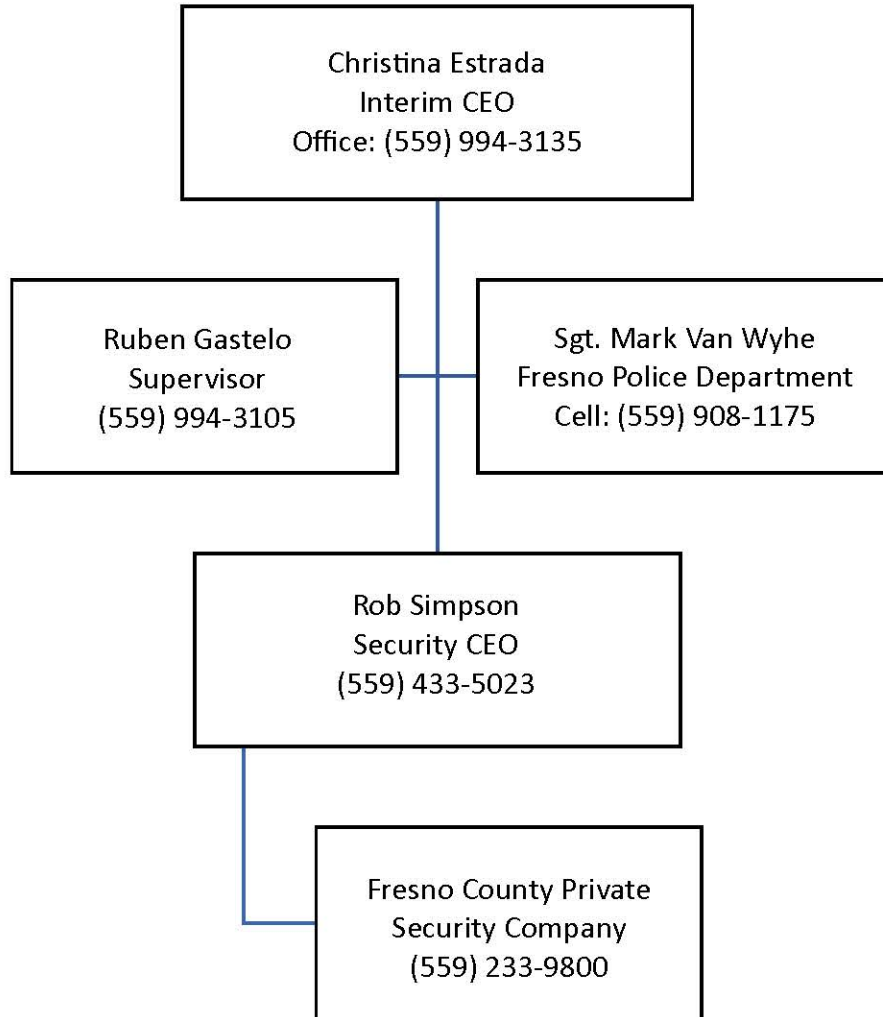
- Attach a plan for use of graded stakes or overnight races.
- Number of security guards in the detention stall area during a 24-hour period. N/A
- Describe number and location of surveillance cameras in detention stall area. Surveillance cameras are located at each end of the detention shedrow with two cameras in between.

3. TCO2 Testing:

- Number of races to be tested and number of horses entered in each race to be tested. All

CHRB 14(A) - CARF Exhibit 8

Big Fresno Fair Security Department Organizational Chart



- 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: Trainer will be relocated to 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 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 Ambulance, 2911 E. Tulare Ave., Fresno, CA, 93721, 559-443-5900. Human Service: American Ambulance shall provide an Advanced Life Support (ALS) ambulance with minimum staffing of one paramedic and one emergency medical technician during training from 6:30 a.m. until 10:00 a.m. daily. In addition to scheduled racetrack workouts, an ambulance will be provided from Noon until the end of racing each day, for the duration of the race meet. American Ambulance, 2011 E. Tulare Street, Fresno, CA, 93721, 559-443-5900. Emergency Contact: Russ Richardson. CCEMSA Communications Center Supervisor, 559-600-7406 or 911. Fresno County Contract 07-292 and CCEMSA policy 200 specifies American Ambulance as the paramedic provider servicing the "Fresno County Exclusive Operating Area", including the area of the Big Fresno Fair. Licensing and certification as well contract compliance is monitored by the Central California Emergency Medical Services Authority as well as the California Emergency Medical Services Authority. The Fresno First-Aid station is manned by 2 medical teams during Fair hours of 4:00 p.m. to 11:00 p.m. on weekdays and 10:00 a.m. to 12:00 a.m. on weekends. These teams have a minimum staffing of one paramedic and one emergency medical technician. Please see Attached Form 112, 133, 200, 291 & Form 547 in this section with Fresno County Procedures. See Attached Letter from American Ambulance. Equine: Equine Service: 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. Each paramedic ambulance is equipped to provide Advanced Life Support as outlined in CCEMSA policy 291, including ECG monitoring, defibrillation, endotracheal intubation, needle thoracotomy, intravenous fluid, medication, spinal immobilization, splinting and



AMERICAN
A M B U L A N C E

07/10/2023

Christina Estrada
Interim CEO
Big Fresno Fair
1121 S. Chance Avenue
Fresno, CA 93702

Dear Christina:

This letter confirms your request to provide dedicated Advanced Life Support ambulance services during specific horse racing related activities, as scheduled, during the Big Fresno Fair. These services are in addition to the normal first-aid request and will only be used for event participants.

All of our personnel are licensed or certified by the California Emergency Medical Services Authority, with additional certifications verified by the Central California Emergency Medical Services Agency.

Please contact me if you require further information about the credentialing or licensure of Emergency Medical Technicians and Paramedics that will be providing emergency medical services to participants and patrons of the Big Fresno Fair.

Russ Richardson
Special Teams Manager
American Ambulance
2911 E Tulare Ave
Fresno CA 93721
rrichardson@americanambulance.com
(559) 443-5915

hemorrhage control. The Fresno First-Aid station is manned by 2 medical teams during Fair hours of 4:00 p.m. to 11:00 p.m. on weekdays and 10:00 a.m. to 12:00 a.m. on weekends. These teams have a minimum staffing of one paramedica and one emergency medical technician.

- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Breena Silzinoff, Nurse Practitioner, 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: Community Medical Centers, 2823 Fresno Street, Fresno, CA, 93715, 559-459-6000.
- 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): Christina Estrada, Interim CEO.
- 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 (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 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: No additions.
- B. Does the fair plan to provide its own concessions? Yes No

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) victima(s).

Seguridad

1. Tan pronto como sea posible, 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 al cuart del jockey para asegurar el area donde la ambulancia estara 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/Vetennano 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 heridoa deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.
3. El veterinano del hipodromo debera decidir si se sacrifica al caballo en la pista.
4. Sea posible 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 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.



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

August 18, 2023

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair fire inspection and reinspection by CalFire has occurred at the time of this writing and the facilities have received a verbal "pass". The hard-copy clearance documents will be provided within the next two weeks. We respectfully request an exemption from the standards of CHRB Rule 1927, as the Big Fresno Fair will be complying with all local fire requirements and safety standards.

When complete, the fire clearance resulting from the inspection 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



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-10001

JURISDICTION: Life Safety South

BUILDING OWNER:

QUARANTINE
VETERINARY HORSE

BUILDING NAME: BARN

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, Fresno, CA 93702

INSPECTION INFORMATION

Inspection Number : 146752


Inspection Type: Annual

Inspection Date : 08/22/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of QUARANTINE VETERINARY HORSE BARN located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

Accompanied By: 

Signed: 08/23/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-10002

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: DEAD HORSE BARN

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, Fresno, CA 93702

INSPECTION INFORMATION

Inspection Number : 144731

Inspection Type: Annual

Inspection Date : 07/18/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On July 18, 2023, An Annual inspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Rod Seitz conducted an annual inspection of DEAD HORSE BARN located at 1121 SOUTH CHANCE AVENUE Fresno CA 93720

The provided Fire Alarm System test record from Sebastian completed by Fire Technician Richard Jensen's noted that as of 7/11/2023 there are no fire alarm deficiencies.

The Fire Sprinkler Riser has been tagged,

Accompanied By: 

Signed: 08/08/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00031

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 18

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146634

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 18 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00032

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 19

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146360

Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0.25

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 19 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00033

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 20

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146361


Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 20 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00034

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 21

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93704

INSPECTION INFORMATION

Inspection Number : 146362

Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 21 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00035

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 22

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146363

Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 22 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00036

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 23

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93704

INSPECTION INFORMATION

Inspection Number : 146364

Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 23 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00037

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 24

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146365

Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 24 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00038

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 25

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146633

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 25 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00039

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 26

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93704

INSPECTION INFORMATION

Inspection Number : 146632

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: *D. Faneite*

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 26 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: *[Signature]*

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00040

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 27

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93704

INSPECTION INFORMATION

Inspection Number : 146631

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 27 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00041

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 28

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146366


Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 25 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00042

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 29

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146630

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 29 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00043

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 30

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146629

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 30 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00044

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 31

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146628

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 31 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00045

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 32

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146627


Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 32 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00046

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 33

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO

, CA 93702

INSPECTION INFORMATION

Inspection Number : 146368


Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 33 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00047

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 34

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146369

Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 34 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00048

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 35

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146626

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 35 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00049

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 36

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146372


Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 36 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00050

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 37

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146625

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 37 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00051

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 38

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146375

Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 38 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00052

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 39

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93702

INSPECTION INFORMATION

Inspection Number : 146624

Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 39 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00053

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 40

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146379


Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 40 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00054

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 41

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146380


Inspection Type: Annual

Inspection Date : 08/16/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 41 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00055

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 42

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO, CA 93704

INSPECTION INFORMATION

Inspection Number : 146623


Inspection Type: Annual

Inspection Date : 08/21/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: 

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 42 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

No deficiency noted at this time.

Accompanied By: 

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

July 18, 2023

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair fire inspection, will occur in August or early September, 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 Big Fresno 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

CERTIFICATE OF PARTICIPATION

WORKERS' COMPENSATION RISK SHARING PROGRAM

ADMINISTERED BY

CALIFORNIA FAIR SERVICES AUTHORITY

(A Joint Powers Authority herein referred to as the **Authority**)

1776 Tribute Road, Suite 100, Sacramento, CA 95815

The Participating Entity named below is protected for certain risks of liability by the Workers' Compensation Risk Sharing Program administered by the Authority. The Memorandum Stating the Terms and Conditions of the Workers' Compensation Risk Sharing Program Administered by California Fair Services Authority and the CSAC Excess Insurance Authority Excess Workers' Compensation Program Memorandum of Coverage describe the protections offered by the Program and are the controlling documents for the Program. This Memorandum is not an insurance policy.

Participating Entity:

Big Fresno Fair/21 DAA

Mailing Address:

1121 S. Chance Avenue
Fresno, Ca 93702

Protection Period:

From July 1, 2023 at 12:01 a.m. Pacific Standard Time until July 1,

Maximum Limits of Protection:

2024. For **Workers' Compensation**

Statutory

Any one **Occurrence.**

For **Employers' Liability**

\$5,000,000

Any one **Occurrence.**

The Maximum Limits of Protection apply separately to each Participating Entity in the Program.



AUTHORIZED SIGNATURE

CERTIFICATE OF PARTICIPATION
GENERAL LIABILITY RISK SHARING PROGRAM
ADMINISTERED BY
CALIFORNIA FAIR SERVICES AUTHORITY
(A Joint Powers Authority herein referred to as the **Authority**)

1776 Tribute Road, Suite 100, Sacramento, CA 95815

The Covered Party named below is protected for certain risks of liability by the General Liability Risk Sharing Program administered by the Authority. The Memorandum of Coverage of the General Liability Risk Sharing Program Administered by the California Fair Services Authority describes the coverages offered by the Program and is the controlling document for the Program. This Memorandum is not an insurance policy.

Covered Party: Big Fresno Fair/21 DAA

Mailing Address: 1121 S. Chance Avenue
Fresno, Ca 93702

Protection Period: From July 1, 2023 at 12:01 a.m. Pacific Standard Time until July 1, 2024.

Maximum Limits of Coverage:

\$25,000,000	For Bodily Injury, Property Damage, Personal Injury, Employment Practices Liability, or Public Officials Errors and Omissions Liability Per any one Occurrence, Offense or Wrongful Act , inclusive of Defense obligations.
\$25,000,000	Aggregate Limit of Protection during each Annual Period , applied all Occurrences arising out of the Product Hazard and Completed Operations Hazard , inclusive of Defense obligations.

The Maximum Limits of Coverage apply separately to each Covered Party in the Program.



AUTHORIZED SIGNATURE

CALIFORNIA FAIR SERVICES AUTHORITY
1776 Tribute Road, Suite 100, Sacramento, CA 95815
EXCESS GENERAL LIABILITY
INSURANCE CERTIFICATE

PARTICIPATING ENTITY: Big Fresno Fair/21 DAA
Address: 1121 S. Chance Avenue
Fresno, Ca 93702

The above fair is included under the California Fair Services Authority General Liability Risk Sharing Program. Coverage terms are summarized below:

INSURANCE COMPANY: PRISM
POLICY NUMBER: PRISM-PE 23 EL-116
POLICY TERM: 07/01/2023 to 07/01/2024
A.M. BEST RATING: A:XV Admitted

Limits of Excess Liability •\$24,900,000 Each Occurrence or Wrongful Act inclusive of defense obligations/\$24,900,000 annual aggregate each for Products/Completed Operations, Public Officials Errors and Omissions, and Employment Practices Liability
•Limits apply separately to each member

Underlying Protection: California Fair Services Authority General Liability Program, Primary Liability Coverage as shown in Memorandum Stating the Terms and Conditions of the Primary General Liability Risk Sharing Program Administered by the California Fair Services Authority

Limits of Underlying Protection: \$100,000 each occurrence or wrongful act inclusive of defense obligations

IMPORTANT: This is a summary only. It does not include all of the terms, coverages, exclusions, limitations and conditions in the actual excess insurance contract and in the underlying Memorandum.

CALIFORNIA FAIR SERVICES AUTHORITY
1776 Tribute Road, Suite 100, Sacramento, CA 95815
EXCESS WORKERS' COMPENSATION INSURANCE CERTIFICATE

PARTICIPATING ENTITY: Big Fresno Fair/21 DAA
Address: 1121 S. Chance Avenue
Fresno, Ca 93702

The above fair is included under the California Fair Services Authority's Workers' Compensation Risk Sharing Program. Coverage terms are summarized below:

POOL MEMBER: PRISM
Excess Workers' Compensation Program
CERTIFICATE NUMBER: PRISM-PE 23 EWC-33
POLICY TERM: 07/01/2023 to 07/01/2024

LIMITS OF INSURANCE

Named States: California

Excluded States: None

Policy Period: July 1, 2023 thru July 1, 2024
Both days at 12:01 A.M. standard time at the insured participant's address above

Self-Insured Retention Each accident: \$500,000
Limits of CFSA Underlying Coverage: Each employee for disease: \$500,000

Limit each Accident: Workers' Compensation: Statutory
Employers Liability: \$5,000,000

Limit each employee for disease: Workers' Compensation: Statutory
Employers Liability \$5,000,000

IMPORTANT: This is a summary only. It does not include all of the terms, coverages, exclusions, limitations and conditions in the actual insurance contract.

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: 349,523
Promotional/Marketing budget for prior race meeting: 350,022
- C. Number of hosts and hostesses employed for meeting: 22
- D. Describe facilities set aside for new fans. The Big Fresno Fair is always working to create new experiences for our fans and entertainment to fill the 30 minutes between each post. Basic facility improvements including annual painting and deep cleaning. See Marketing Plan.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
 - 1. Horsemen Continuous improvements to the paddock, tack rooms and stalls.
 - 2. Fans We have redone the asphalt leading up to the all entrances of the grandstand, repainted all the restroom in the grandstand
 - 3. Facilities in the restricted areas N/A

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.

Admission (general)	\$12 Adult, \$8 Child, \$8 Senior
Admission (clubhouse)	\$10
Reserved seating (general)	\$6
Reserved seating (clubhouse)	\$10
Parking (general)	\$15
Parking (preferred)	\$10
Parking (valet)	N/A
Programs (on-track)	\$3
(off-track)	\$3
- B. Describe any "Season Boxes" or other special accommodation fees. Box Seats are sold in advance for \$642 (Box of 4) for the race meet. Daily box seats are sold individually for \$8/each (if available).
- C. Describe any "package" plans such as combined parking, admission, and program. Season Passes will be sold for \$38 which allows horse players admission to the each day of the fair, a total of 12 days for only \$38.

19. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters.

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many 23	
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input checked="" type="checkbox"/> Certified platform scale

- B. Describe the quarters to be used for female jockeys. 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) N/A 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: 15
- D. Estimated ratio of restrooms to the number of backstretch personnel: 12-1

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. Inner Rail: metal (powder coated); Outer Rail: metal, aluminum and galvanized chainlink; Inner Rail Supports: metal gooseneck; Inner Rail top shield is made of sheet metal, shield is 39" above the racetrack.
- 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.

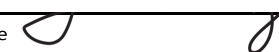
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845.
- D. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of 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.

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	8-15-23
Print Name	Print Title	Date



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 vaning 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 parimutuel 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 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.

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.

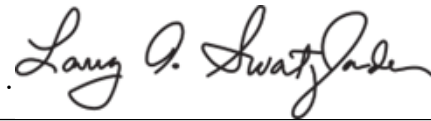
20.11 Interpretation: This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, 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
Everett Nevin Futurity (CAL-BREDS)-59 th Running Two-year olds – Five & 1/2 Furlongs	\$75,000 Guaranteed
She’s a Tiger Three-Year-Olds & Upward F&M One & 1/16 Miles	\$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
❖ HUMBOLDT COUNTY FAIR	
C.J. Hindley Humboldt County Marathon Hdcp Three Year Olds & Upwards, 1 Mile and 5 Furlongs	\$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
Bulldog Hdcp, 27 th Running Three-Year Olds & Upward, One & 1/8 Miles	\$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	
AIW/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	
AIW/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	
AIW/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:

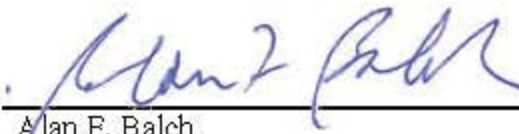


Larry Swartzlander
Executive Director

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

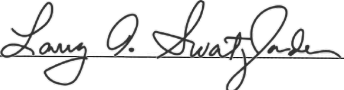
PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

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 – 1st 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 CARF 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.incompassolutions.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

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE PROPOSED AMENDMENT OF CHRB RULE 1866.3, INTRA-ARTICULAR INJECTIONS RESTRICTED, TO PROHIBIT ADMINISTRATION OF A CORTICOSTEROID INTRA-ARTICULAR JOINT INJECTION INTO A HIGH-MOTION JOINT OF A HORSE UNLESS DIAGNOSTIC IMAGING OF THE JOINT IS PERFORMED WITHIN THE SEVEN DAYS PRECEDING THE INJECTION

Board Meeting
September 21, 2023

ISSUE:

A corticosteroid intra-articular joint injection is often administered into a high-motion joint of a racehorse without diagnostic imaging having been performed beforehand. This is problematic because the horse could have an underlying condition that may be compounded by the injection. For example, corticosteroids can travel from joints to surrounding soft tissues, where they have been shown to delay healing of injury. Additionally, repeated corticosteroid injections may have detrimental effects on cartilage. Furthermore, as corticosteroids alleviate pain and inflammation, horses are often able to continue training full-bore after having received such an injection, which is especially problematic for high-motion joints because relatively greater forces are involved than with other joints.

Although the rule requires the official veterinarian to place any horse receiving intra-articular joint injection treatment on the Veterinarian's List, which would allow the official veterinarian to require the horse to undergo diagnostic procedures pursuant to Board Rule [1866, Veterinarian's List](#), including but not limited to diagnostic imaging, diagnostic procedures are not required. Moreover, a corticosteroid injection could obscure an underlying issue during the veterinary examination that is required for horses placed on the Veterinarian's List.

Diagnostic imaging performed prior to a corticosteroid intra-articular joint injection would, otherwise, help identify any issues and inform the practitioner in the decision to administer the injection. The Board, therefore, seeks to amend Board [Rule 1866.3, Intra-articular Injections Restricted](#), to require the performance of diagnostic imaging prior to a corticosteroid intra-articular joint injection into a high-motion joint, which would serve to protect the health and welfare of racehorses.

ANALYSIS:

The proposed regulatory action would amend Board Rule 1866.3 to prohibit the administration of a corticosteroid intra-articular joint injection into a high-motion joint of a horse unless diagnostic imaging of the joint is performed within the seven days preceding the injection. This would help ensure any underlying issue that could be affected by the

injection, or the subsequent stress placed on the horse by thereafter being able to continue training, is addressed and that the practitioner makes an informed decision on whether to proceed with the injection. The proposed amendment would also define “high-motion joints” and “diagnostic imaging” for clarity so that the rule may be applied properly.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law, whereby the responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses. BPC [section 19562](#) provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of Horse Racing Law, under which all horse races with wagering on their results shall be conducted in California. BPC [section 19580](#), in part, provides that the Board shall adopt regulations to establish policies, guidelines, and penalties relating to equine medication in order to preserve and enhance the integrity of horse racing in the state.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF RULE 1866.3,
INTRA-ARTICULAR INJECTIONS RESTRICTED

1866.3. Intra-articular Injections Restricted.

(a) No person shall permit or administer a corticosteroid intra-articular joint injection into a high-motion joint of a horse unless diagnostic imaging of that joint is performed within the seven days preceding the injection.

(1) For purposes of this regulation, "high-motion joints" shall be defined as the metacarpophalangeal, metatarsophalangeal, and carpus joints.

(2) For purposes of this regulation, "diagnostic imaging" shall be defined as radiographs, a positron emission tomography (PET) scan, scintigraphy, a computerized tomography (CT) scan, magnetic resonance imaging, or ultrasound.

(ab) No person shall permit a horse to race if it has received an intra-articular joint injection within fourteen (14) days of race day.

(bc) No person shall permit a horse to race if it has received a corticosteroid intra-articular joint injection into a fetlock joint within thirty (30) days of race day.

(1) For purposes of this section, "fetlock joint" includes both the metacarpophalangeal joints and the metatarsophalangeal joints.

(ed) In accordance with section 1866, subsection (d)(1), no person shall permit a horse to complete a timed workout if it has received a corticosteroid intra-articular joint injection within the previous ten (10) days.

(de) The official veterinarian shall place any horse receiving intra-articular joint injection treatment on the Veterinarian's List for a length of time consistent with the time period established in subsection (ab) or (bc), as applicable.

(ef) Any person in violation of subsection (a), (b), ~~or (c)~~, or (d) shall be considered to have committed a prohibited veterinary practice and will be subject to a Category A penalty as described in section 1843.3.

Authority: Sections 19440, 19562 and 19580,
Business and Professions Code.

Reference: Sections 19440, 19562 and 19580,
Business and Professions Code.

Agenda Item 7

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENTS OF CHRB RULE 1481, OCCUPATIONAL LICENSES AND FEES, CHRB RULE 1483, APPLICATION FOR LICENSE, CHRB RULE 1486, TERM OF LICENSE, AND CHRB RULE 1487, ADDRESS OF LICENSEES, TO AMEND CHRB OCCUPATIONAL LICENSE TYPES, FEES, AND REQUIREMENTS.

Board Meeting
September 21, 2023

ISSUE:

In FY 2021-22, the California Department of Justice and Federal Bureau of Investigation (FBI) notified the CHRB that the ability to conduct federal criminal history checks for potential licensees would be revoked due to “insufficient legislative authority” to perform such checks. In response, staff have worked in coordination with the legislature and similarly impacted state agencies to obtain the required authority to continue this critical component of the licensing process. In addition, certain internal processes required augmentation to obtain the necessary authority. Therefore, the Board seeks to amend Board Rules [1481, Occupational Licenses and Fees](#), Rule [1483, Application for License](#), Rule [1486, Term of License](#), and Rule [1487, Address of Licensees](#) to address the issue.

ANALYSIS:

The proposed regulatory action would amend Board Rules 1481, 1483, 1486, and 1487 to both streamline the licensing process and meet one of the FBI’s criteria that an agency accessing criminal history information “identify the specific category(ies) of licensees/employees falling within its purview, thereby avoiding overbreadth.” This requires every license type to be defined in statute. The 172 existing license classifications and subclassifications were audited and evaluated for consolidation given the arduous and unrealistic task of defining so many categories in statute. After extensive evaluation, 29 classifications and 68 subclassifications were ultimately identified with two-character class codes created for classifications.

Along with revising the license categories, the licensing application form was updated including an electronic version available online reducing printing and postage costs. Additionally, the fee structure and expiration date cycle were streamlined. Several other changes were identified to increase efficiencies including eliminating varying photograph backgrounds for color-coded licenses with classification codes that also clearly identify expiration years.

While the initial intent of these changes was aimed at maintaining authority to conduct criminal history checks on applicants, it was an opportune time to make long overdue

updates to the licensing process, streamlining functions and creating a uniform licensing process that maximizes efficiency.

Initial estimates of the potential increase in revenue from the new fee structure show an annual increase of \$150,000 in revenue. The proposed increase mitigates the decline in fine revenue that has occurred since the July 1, 2022 effective date of the Horseracing Integrity and Safety Authority's (HISA) Racetrack Safety Program which redirected significant California fines to federal operations. Additional fine revenue is expected to be diverted again from state operations consistent with the May 22, 2023, effective date of HISA's Anti-Doping and Medication Control program.

AB 1974 (Gray), Statutes 2020, Chapter 251, Horse racing: welfare and safety of racehorses and jockey legislation became effective January 1, 2021. In addition to making various changes to Horse Racing Law to further protect and advance the health, safety, and welfare of racehorses and jockeys in California, the legislation redirected penalty revenues (fines) and occupational license fees imposed pursuant to current law to a newly created Horse and Jockey Safety and Welfare Account/Fund (3380). The legislation further specified that the identified revenue be used for equine safety measures to improve the integrity and safety of horse racing including but not limited to additional official veterinarians, stewards, or improvements to racetrack infrastructure. The additional revenue anticipated from the streamlined license fee structure will ensure that the benefits intended by the legislation will continue and be fully funded ongoing.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law, whereby the responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses. BPC [section 19460](#) provides that all licenses are subject to all rules, regulations, and conditions prescribed by the Board. BPC [section 19510](#) provides every steward and racing official not required to be licensed under Article 4 (commencing with section 19480) shall be licensed by the Board pursuant to this article. BPC [section 19520](#) provides that every person not required to be licensed under Article 4 (commencing with Section 19480) who participates in the racing of horses and every employee of a pari-mutuel department shall be licensed by the Board pursuant to rules and regulations that the Board may adopt, and upon the payment of a license fee fixed and determined by the Board. BPC [section 19704](#) provides the Board shall issue a license for owners, trainers, jockeys and other participants in mule racing.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 4. OCCUPATIONAL LICENSES
RULE 1481. OCCUPATIONAL LICENSES AND FEES.

1481. Occupational Licenses and Fees.

No person required to be licensed shall participate or attempt to participate in a race meeting without holding a valid license authorizing that participation.

(a) A person acting in any capacity within the restricted area of an inclosure, simulcast facility or auxiliary stabling area shall procure the appropriate license(s) and pay the fee required.

(b) A person acting in any of the following capacities shall procure the appropriate license(s) and pay the fee required:

<u>(1) Association Employee, includes those hired by a racing association who have access to the licensed inclosure, such as food service, maintenance, media, security, track management, and racing staff</u>	<u>\$100</u>
<u>(2) Bloodstock Agent.....</u>	<u>\$150</u>
<u>(3) Corporate Officer</u>	<u>\$200</u>
<u>(4) Driver and Provisional Driver</u>	<u>\$150</u>
<u>(5) Exercise Rider and Provisional Exercise Rider</u>	<u>\$100</u>
<u>(6) Farrier.....</u>	<u>\$100</u>
<u>(7) Jockey Agent</u>	<u>\$150</u>
<u>(8) Jockey and Jockey Apprentice.....</u>	<u>\$150</u>
<u>(9) Jockey Valet</u>	<u>\$100</u>
<u>(10) Off-track wagering personnel</u>	<u>\$100</u>
<u>(11) Owner, includes Open-Claim Owner</u>	<u>\$200</u>
<u>(12) Pari-Mutuel employee, including Auditors, Self-Service Terminal Operators, Totalizer Technicians and Pari-Mutuel Managers</u>	<u>\$75</u>
<u>(13) Pony Rider.....</u>	<u>\$100</u>
<u>(14) Racing Officials as defined in Section 19510, subsection (c)</u>	<u>\$150</u>

<u>(15) Safety personnel, including security guards, emergency medical personnel, and public safety officials (law enforcement and fire department)</u>	<u>\$100</u>
<u>(16) Special Event Personnel</u>	<u>\$100</u>
<u>(17) Special Event - Temporary, includes those hired to work for a period of no more than thirty days and who are responsible for security at stakes races or other high-profile events.....</u>	<u>\$50</u>
<u>(18) Stable Agent</u>	<u>\$100</u>
<u>(19) Stable Foreman</u>	<u>\$100</u>
<u>(20) Stableworker, including those who feed, groom, exercise, train and conduct other general care of horses</u>	<u>\$50</u>
<u>(21) Stakeholder Representative, including clergy, union representatives and representatives from state-recognized organizations of trainers or horsepersons</u>	<u>\$100</u>
<u>(22) Trainer and Assistant Trainer</u>	<u>\$150</u>
<u>(23) Vendor or Vendor Employee, including those who provide good or services at a facility licensed by the board.....</u>	<u>\$100</u>
<u>(24) Veterinarian Assistant, including Registered Veterinary Technician and those employed by a board-licensed veterinarian.....</u>	<u>\$100</u>
<u>(25) Veterinarian</u>	<u>\$150</u>
<u>(1) Horse Owner by Open Claim</u>	<u>\$250</u>
<u>(2) Officer, Director, Partner, or any individual or person who holds 5% or more of the outstanding shares of an advance deposit wagering, mini-satellite wagering or exchange wagering provider, racing association, simulcast service supplier, or totalizator company.....</u>	<u>\$200</u>
<u>(3) Horse Owner</u>	<u>\$150</u>
<u>(4) Trainer, Assistant Trainer, Driver, Jockey, Apprentice Jockey, Jockey Agent</u>	<u>\$150</u>
<u>(5) Veterinarian</u>	<u>\$150</u>
<u>(6) Steward, Associate Steward, Steward (Veterinary Service), Simulcast Facility Supervisor, Assistant Simulcast Facility Supervisor, Racing Official, Administrative or Managerial personnel including General Manager of a racing association, advance deposit wagering, minisatellite wagering or exchange wagering provider, simulcast organization or an intrastate guest association, who exercise control over other licensees, horse racing, pari-mutuel wagering, simulcast operations, or whose duties routinely require access to restricted areas of the inclosure</u>	<u>\$150</u>
<u>(7) Bloodstock Agent.....</u>	<u>\$150</u>

~~(8) Valet, Jockey Room or Drivers' Room Attendant or Custodian or Service Person, Colors Attendant, Paddock Attendant.....\$75~~

~~(9) Assistant to a Racing Official or Official, Assistant General Manager of a racing association, simulcast organization or an intrastate guest association, Assistant Starter, Assistant to the Veterinarian, Assistant Manager, Announcer, Paymaster of Purses, Superintendent, Starting Gate Driver, Flagman, Marshal, Stewards' Aide.....\$75~~

~~(10) Exercise Rider, Pony Rider, Outrider.....\$75~~

~~(11) Horseshoer, Stable Agent, Vendor or Vendor's Employee when duties require access to the restricted area, Stable.....\$75~~

~~(12) Pari-mutuel Employee, Totalizator Technician, Video Operator, Photofinish Operator.....\$75~~

~~(13) Security Officer, Security Guard, Stable Gateman, Fire Guard, Security Investigator.....\$75~~

~~(14) Clerical Employee or Uncategorized Employee of a racing association, intrastate guest association, simulcast organization, simulcast service supplier, totalizator company, horsemen's organization or concessionaire when employed in a restricted area.....\$75~~

~~(c) A person acting in the capacity of Backstretch Event Personnel, Groom, Provisional Exercise Rider, Stable Employee or Stable Assistant shall procure the appropriate annual license. The fee for an original license is \$35, and the annual renewal of license is \$20.~~

~~(dc) A person acting in the capacity of Authorized Agent shall register an authorized agent agreement and registration of authorized agent and pay a fee of \$2550 for each registration.~~

~~(ed) A person or persons electing to conduct racing operations by use of a Stable Name, or stable name group, shall register the Stable Name, or stable name group, and pay a fee of \$300.~~

~~(fe) A person or persons conducting racing operations as a syndicate, an entity running under a stable name group or as a partnership having more than ten general partners or having one or more limited partners shall register the syndicate, entity running under a stable name group or partnership as a multiple ownership and pay a fee of \$300.~~

~~(gf) A person participating in any capacity required to be licensed under this rule who participates or attempts to participate at a mule racing meeting shall procure an annual Mule Racing Participant license and pay an annual fee of \$25. A license for participating in a mule racing meeting is valid only at mule racing meetings and any license otherwise valid for horse racing meetings is not valid for mule racing meetings.~~

~~(hg) A person whose license-identification card is lost, destroyed or mutilated shall procure a replacement license-identification card and pay a fee of \$1520.~~

~~(ih) A person who elects to participate in the National Racing Compact (NRC) National Licensing Program Association of Racing Commissioners International (ARCI) Licensing Reciprocity Program shall pay the associated costs charged by the ARCINRC and the Federal Bureau of Investigation.~~

(j) The date the payment of the required fee is received and recorded by the Board is the effective date of issuance of a continuous occupational license for the capacity in which licensed. The fees required herein are for the entire period for which the issued license is to be valid.

Authority cited: Sections 19440, 19510, 19520 and 19704,
Business and Professions Code.

Reference: Sections 19510, 19520 and 19704,
Business and Professions Code.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 4. OCCUPATIONAL LICENSES
PROPOSED AMENDMENT OF RULE 1483, APPLICATION FOR LICENSE

1483. Application for License.

(a) An applicant for a license shall apply in writing on CHRB-4 (New 08/23), which is hereby incorporated by reference, is required for all license applicants ~~the application forms furnished by the Board.~~ Every applicant for an original license shall provide two (2) or more complete sets of fingerprints ~~on regulation forms~~ via electronic submission. Applicants requesting an exemption to the electronic submission requirement shall complete an exemption request on a form designated by the Board and provide fingerprints on fingerprint cards provided by the Board. Every license identification card issued by the Board shall include a current Board photograph of the licensed person.

(b) The fingerprint requirement ~~will~~ may be waived for an owner's license, if the applicant holds an owner's license in good standing from a racing jurisdiction that requires fingerprints and conducts a criminal history inquiry as part of their license application. Additionally, the racing jurisdiction must participate in reciprocity with the Board and the applicant must provide, provided a completed CHRB-118, Fingerprint Affidavit, CHRB-118 (New 1/97 Rev. 09/23), hereby incorporated by reference, is completed. CHRB-118 is available at all CHRB offices.

Authority: Section 19460 and 19510,
Business and Professions Code.

Reference: Sections 19460, 19510, and 19520,
Business and Professions Code.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 4. OCCUPATIONAL LICENSES
RULE 1486. TERM OF LICENSE

1486. Term of License

~~(a) Every occupational license, original or renewal, granted by the Board under this Article, other than a license as a groom, provisional exercise rider, stable employee, stable assistant, backstretch event personnel and mule racing participant shall expire in its third year on the last day of the birth month of the licensee. the month the license was issued, except as noted in (b) below.~~

~~(b) Licenses issued to individuals pursuant to 1481(b)(17) Special Event – Temporary, shall expire thirty days after issuance. Every original occupational license as groom, provisional exercise rider, stable employee, stable assistant, backstretch event personnel and mule racing participant shall expire on the last day of the calendar year in which it is issued. Such original license shall be automatically extended to expire on the last day of the birth month of the licensee. Renewal licenses shall expire on the last day of the birth month of the licensee on an annual basis.~~

Authority cited: Sections 19440 and 19704,
Business and Professions Code.

Reference: Sections 19510, 19520, 19521 and 19704,
Business and Professions Code.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 4. OCCUPATIONAL LICENSES
RULE 1487. ADDRESS OF LICENSEES

1487. Address of Licensees

Each licensee, applicant for license, or registrant of the Board shall file with the Board his permanent Address of Record and physical address if the Address of Record is a Post Office Box or mail service box. ~~his current mailing address and~~ All address changes shall be reported in writing to the Board using the designated form and ~~all changes to addresses, giving both his old and his new address.~~

Authority cited: Sections 19440 and 19704,
Business and Professions Code.

Reference: Sections 19510, 19520, 19521 and 19704,
Business and Professions Code.

APPLICATION FOR LICENSE

CHRB-4 (Rev. 08/23)

CHRB USE ONLY:

LIC #: _____

DATE: _____

CODE/CLASS: _____

LOCATION: _____

REVIEWER: _____

In order to obtain a CHRB license, applicants must complete a CHRB-4 and submit with the required fees. All applicants are required to complete Sections A and B in their entirety. Applicants for a trainer's license shall also complete Section C. Applicants for a Stable Name shall also complete Section D and applicants for an owner's license shall also complete Section E.

- New Applicant
- Renewal
- Replacement (Section A only)

SECTION A: General Information

Information contained in Section A is considered "public record" and may be disclosed pursuant to a Public Records Act Request. An Address of Record is required and is the primary means of correspondence between the licensee and the CHRB.

If a Post Office Box or mail service box is utilized, a personal/physical address shall be listed at the bottom of this page and will remain confidential.

Last Name _____ First Name _____ Middle Name _____
 Street # or PO Box _____ Street _____ City _____ State _____ Zip _____
 Email _____ Phone _____ Name of Spouse (Husband/Wife/Domestic Partnership) _____ HISA ID # _____
 Type of License applying for: _____ TB QH SB ARABIAN MULE OTHER
 Have you **EVER** been licensed by the CHRB before? YES NO If yes, provide most recent CHRB License #: _____ Expiration: _____

NEW Applicants Only:

Date of Birth _____ Height _____ Weight _____ Eye Color _____ Hair Color _____ Place of Birth (City & State or Country) _____

SECTION B: Background Information

1. **NEW APPLICANTS:** Have you **EVER** been convicted of any criminal offense? Below, list all convictions and pending cases, including offenses to which you pled *nolo contendere*, or which were dismissed per Penal Code Section 1203.4. Exclude offenses settled in Juvenile Court or under the Youth Offenders Law, sealed per Welfare & Institutions Code Section 781, specified in Health & Safety Code Section 11361.5, or traffic offenses where the fine was \$300 or less (Attach additional pages if necessary). YES NO

2. **RENEWAL APPLICANTS:** Have you been convicted of any criminal offenses in the past 36 months, or do you have any criminal cases pending? If yes, list below (Attach additional pages if necessary). YES NO

Date	Location (City & State)	Offense	Sentence

- 3. Are you presently licensed by any other Racing Commission? If yes, list all State(s): _____ YES NO
- 4. Is your license currently suspended, or are you under investigation in any other racing jurisdiction? YES NO
- 5. Has your license(s) to participate in racing EVER been revoked or suspended for more than 5 days? YES NO
- 6. Have you EVER used another name in obtaining a license from any Racing Commission? YES NO
- 7. Are you presently employed by a Racing Association or Trainer? If yes, list name(s): _____ YES NO

INFORMATION PROVIDED ON THIS PAGE, ABOVE THIS POINT, IS PUBLIC PURSUANT TO THE CALIFORNIA PUBLIC RECORDS ACT
INFORMATION LISTED BELOW, ON THIS PAGE ONLY, WILL BE KEPT CONFIDENTIAL

Personal/Physical Address (Required if P.O. Box or mail service box is listed above):

Street # or PO Box _____ Street _____ City _____ State _____ Zip _____
 Phone _____ SSN (or EIN) _____ Driver's License # _____ Expiration _____ State _____

Pursuant to Business and Professions Code Section 19440, Public Law 93-579, Section 7, Social Security Number may be used to identify personal records during background investigation.

I hereby make application for a license to be issued in accordance with the terms and provisions of the Rules and Regulations of the California Horse Racing Board. I acknowledge that by providing my electronic signature for this application, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby confirm that my electronic signature represents my execution or authentication of this application, and my intent to be bound by it. I certify under penalty of perjury that the statements and answers I have made on this application are true and correct.

Applicant Signature _____ Date of Application _____

SECTION C: Trainer's License Applicants Only

1. Do you hold any license issued by the California Horse Racing Board, other than that of a Trainer?
 If yes, provide type(s) of license and the license(s) number: _____ YES NO
2. Do you hold, or have you ever held, a license as a Trainer in any other State?
 If yes, list State(s): _____ YES NO
3. Do you conduct business as a "Public Trainer"? YES NO
4. Do you have a current worker's compensation insurance policy?
 Carrier Name: _____ Policy Number: _____ Expiration: _____ YES NO
5. Do you have, or have you ever had, any racing-related financial obligations past due or unpaid more than 90 days?
Racing-related obligations include, but are not limited to, veterinary services, feed bills, jockey mount fees, nomination and entry fees, racing employee wages, etc. YES NO
6. Do you meet the qualifications required outlined in CHR-1503 and/or the continuing education requirements outlined in CHR-1503.5? YES NO

SECTION D: Stable Name Applicants Only

1. The name to be registered for racing operations of the stable is: _____
 Address: _____ Phone: _____ Tax ID# (EIN): _____
 2. The individual responsible for the conduct of this stable is: _____ CHR-1503 License #: _____
 3. The stable business is organized as: Sole Proprietorship General Partnership Limited Partnership Limited Liability Company Corporation
 4. Have you registered this Stable Name with any other State Racing Commission?
 If yes, list State(s): _____ YES NO
 5. Have you filed and registered your Stable Name as a Fictitious Business Name (FBN), if required by state law? N/A YES NO
 6. Do you intend to register an Authorized Agent to withdraw monies from your horsemen's account? (For Authorized Agent, CHR-10 is required) YES NO
 7. List the name(s), address and ownership percentage for ALL individuals who have a financial interest in this Stable:
 (Attach additional pages or a separate listing if necessary)
- | % | Name | CHR-1503 License # |
|---|------|--------------------|
| | | |
| | | |
| | | |
| | | |

SECTION E: Owner's License Applicants Only

1. I intend to race as a Individual General Partner Other _____
 2. Do you intend to use a Stable Name? List Stable Name: _____ YES NO
 3. Do you have, or have you ever had, any racing-related financial obligations past due or unpaid more than 90 days?
Racing-related obligations include, but are not limited to, veterinary services, feed bills, jockey mount fees, nomination and entry fees, racing employee wages, etc. YES NO
 4. Do you intend to register an Authorized Agent to withdraw monies from your horsemen's account?
 If yes, list the name of your Authorized Agent _____ (For Authorized Agent, CHR-10 is required) YES NO
 5. List the name of the licensed Trainer caring for your horse(s). _____ CHR-1503 License #: _____
 Note: An owner's license may not be issued unless their trainer has Workers Compensation Insurance that is valid in California
 6. For all horses you intend to race, list the name(s) of the horses and your ownership interest. (Attach additional pages or a separate listing if necessary)
- A: _____ % B: _____ %
 C: _____ % D: _____ %
7. List the name(s) of ALL "persons" who have a joint financial interest in the ownership of any listed horses.
 Note the corresponding letter from #6, name of other owner, and their ownership percentage. ("Person" includes any real person or business entity)
- | | | |
|--------------|--------------|--------------|
| ___: _____ % | ___: _____ % | ___: _____ % |
| ___: _____ % | ___: _____ % | ___: _____ % |
| ___: _____ % | ___: _____ % | ___: _____ % |

I hereby make application for a license to be issued in accordance with the terms and provisions of the Rules and Regulations of the California Horse Racing Board. I acknowledge that by providing my electronic signature for this application, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby confirm that my electronic signature represents my execution or authentication of this application, and my intent to be bound by it. I certify under penalty of perjury that the statements and answers I have made on this application are true and correct.

Applicant Signature

Date of Application

FINGERPRINT AFFIDAVIT

CHRB-118 (Rev. 09/23)

APPLICANT'S FULL LEGAL NAME: _____

SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____

As an applicant for an occupational license as a horse "Owner" with the California Horse Racing Board, I hereby affirm that I submitted my fingerprints to the horse racing Board, Commission or other governing entity in the state of _____ during the calendar year _____ for the purpose of determining my suitability for licensure in that state.

I hereby authorize the California Horse Racing Board to request the release of any and all information related to my criminal history, background findings, license application, or any other information related to my request for licensure in the aforementioned jurisdiction.

I acknowledge that I am submitting this affidavit as part of my application for licensure by the California Horse Racing Board, and that any information deemed to be false, misleading, intentionally omitted, or incomplete may be grounds for the denial or refusal of a license. Furthermore, the California Horse Racing Board may suspend or revoke and all license(s) which may have already been issued by the Board.

I hereby release, discharge, and exonerate the Board, Commission or governing entity furnishing information pursuant to this release, including their agents and representatives, from liability or damages of any kind arising out of the furnishing of records in compliance with this authorization and request to release information.

This release shall be binding on my legal representatives, heirs, and assigns. A photocopy of this release is considered valid as the original.

Disclosure of Social Security Number is voluntary. The Social Security Number will be used to identify personal records which may be required during the background investigation. Authority for the collection of this information is contained in Business and Professions Code Section 19440. See Civil Code 1798.17 USC 552a(e).

I certify under penalty of perjury that the information contained on this affidavit is true and accurate and I willingly affix my signature hereto.

▶ _____
License Applicant Signature

_____ Date

Notary acknowledgment is not required if this document is signed before an employee of the CHRB

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness accuracy or validity of that document.

State of California, County of _____

Subscribed and sworn (or affirmed) before me on _____, 20____

by _____, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

▶ _____
Notary Public Signature



Notary Public Seal

Agenda Item 8

STAFF ANALYSIS DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1693, CONTROL OF HORSES AND JOCKEYS ON ENTERING THE TRACK, TO PROHIBIT MANIPULATION OF A HORSE'S EAR FOR PURPOSES OF CONTROLLING THE HORSE.

Board Meeting
September 21, 2023

ISSUE:

An assistant starter may at times employ the practice of manipulating a horse's ears in order to gain control over the horse. Although the practice may be effective, the California Horse Racing Board (Board) deems this practice as potentially harmful to the horse's health and welfare. Therefore, the Board seeks to amend Board [Rule 1693, Control of Horses and Jockeys on Entering the Track](#).

ANALYSIS:

The proposed regulatory action would amend Board Rule 1693 to define manipulation of the ear as biting, twisting, folding, or applying ear tongs to a horse's ear; prohibit manipulation of a horse's ears for purposes of controlling the horse; and subject the practice to a fine and/or suspension. This would promote the health and welfare of the horse by helping prevent any harm that could potentially be caused by the aforementioned practice.

BACKGROUND:

Business and Professions Code (BPC) [section 19420](#) provides that jurisdiction and supervision over meetings in California where horse races with wagering on their results are held or conducted, and over all persons or things having to do with the operation of such meetings, is vested in the Board. BPC [section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law, whereby the responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses. BPC [section 19562](#) provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of Horse Racing Law, under which all horse races with wagering on their results shall be conducted in California.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 8. RUNNING THE RACE
PROPOSED AMENDMENT OF RULE 1693,
CONTROL OF HORSES AND JOCKEYS ON ENTERING THE TRACK

1693. Control of Horses and Jockeys on Entering the Track.

(a) The horses are under the control of the starter from the time they enter the track until dispatched at the start of the race. After entry on the track or race course, the horses are not entitled to further care from their attendants, except in case of accident the starter may permit the jockeys to dismount and the horses to be cared for during the delay; otherwise, no jockey shall dismount until after the finish of the race. The horse must be started by the jockey, but with the sanction of the starter it may be led to its position in the gate by an assistant starter. With the sanction of the starter an assistant starter may enter the gate to handle a fractious horse. No assistant starter shall in any way impede, whether intentionally or otherwise, a fair start.

(b) Manipulation of the ear for purposes of controlling a horse shall be considered a prohibited practice and shall be subject to a fine and/or suspension.

(1) For purposes of this regulation, manipulation of the ear shall be defined as biting, twisting, folding, or applying tongs to the horse's ear.

Authority: Sections 19420, 19440, and 19562,
Business and Professions Code.

Reference: Sections 19440 and 19562,
Business and Professions Code.

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED
AMENDMENTS OF CHRB RULE 1840, VETERINARY PRACTICES AND
TREATMENTS RESTRICTED AND 1890, POSSESSION OF CONTRABAND, TO
PROHIBIT ENDOSCOPIES AND MEDICATIONS ADMINISTERED VIA HYPODERMIC
NEEDLES OR NASOGASTRIC TUBES EXCEPT BY AUTHORIZED INDIVIDUALS

Board Meeting
September 21, 2023

ISSUE:

As endoscopy has become a more common procedure in evaluating upper respiratory function, the Board is concerned about unqualified individuals attempting to perform the procedure, which could cause serious harm to a horse as it involves the insertion of an endoscope directly into an organ. Therefore, the Board seeks to allow only Board-licensed veterinarians and registered veterinary technicians (RVTs) to perform an endoscopy within an inclosure and prohibit veterinary treatments and medications, or other any other substance recognized as a medication with a hypodermic needle or nasogastric tube except by licensed veterinarians and RVTs.

The term “endoscopy” would be defined in regulation. Additionally, although Board Rules [1840, Veterinary Practices and Treatments Restricted](#), and [1890, Possession of Contraband](#), currently allow only Board-licensed veterinarians to administer a veterinary treatment or medication to a horse within an inclosure, with certain exceptions, the rules do not specifically address such treatment administered via a hypodermic needle or nasogastric tube, and the Board understands that an RVT may at times employ a hypodermic needle or nasogastric tube in treating a horse under the direction of a Board-licensed veterinarian. Thus, the Board seeks to amend the rule to accommodate this accepted practice and prohibit the possession of these items for any unlicensed individual. Finally, the Board seeks to clarify that these individuals, as well as licensed veterinarian assistants, may possess these items since possessing them within the inclosure is a condition precedent to the use now permitted by these amendments.

ANALYSIS:

The proposed regulatory action would amend Board Rule 1840 to allow only a Board-licensed veterinarian or RVT to perform an endoscopy within an inclosure. The amendment would also define “endoscopy” as a medical procedure for the purpose of evaluating upper airway function or structure, determining pathology, or making a diagnosis based upon the procedure. Additionally, the proposed regulatory action would allow only a Board-licensed veterinarian or RVT to administer a veterinary treatment or medication with a hypodermic needle or nasogastric tube to a horse within an inclosure. These changes would help ensure that only the proper individuals perform such procedures and that any treatment administered is under the direction of a Board-licensed

veterinarian, thereby preventing potential harm to the horse. The Board also seeks to amend Board Rule 1980 to clarify that these individuals, as well as licensed veterinarian assistants, may possess these items since possessing them within the inclosure is a condition precedent to the use now permitted by the proposed amendments in Rule 1840.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses. BPC [section 19562](#) provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of Horse Racing Law, under which all horse races with wagering on their results shall be conducted in California.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF RULE 1840,
VETERINARY PRACTICES AND TREATMENTS RESTRICTED

1840. Veterinary Practices and Treatments Restricted.

(a) No person other than Californiaa Board-licensed veterinarians who have obtained a license from the Board shall administer to any horse within the inclosure any veterinary treatment or any medicine, medication, or other substance recognized as a medication, except for recognized feed supplements or oral tonics or substances approved by the official veterinarian, or except under the direction or prescription of a veterinarian licensed by the Board.

(b) No person other than a Board-licensed veterinarian or registered veterinary technician (RVT) shall possess or use an endoscope within the inclosure.

(c) No person other than a Board-licensed veterinarian or RVT shall administer to any horse within the inclosure any veterinary treatment or any medicine, medication, or other substance recognized as a medication with a hypodermic needle or nasogastric tube.

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

Reference: Sections 19440, 19562, and 19583,
Business and Professions Code.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
ARTICLE 16. GENERAL CONDUCT
PROPOSED AMENDMENT OF
RULE 1890. POSSESSION OF CONTRABAND

1890. Possession of Contraband

(a) No person other than a veterinarian licensed by the Board, a registered veterinary technician (RVT), or a licensed veterinarian's assistant, shall have in his possession at a facility under the jurisdiction of the Board any drug which is a narcotic, stimulant, or depressant, or any other substance or medication that has been prepared or packaged for injection by a hypodermic syringe or hypodermic needle, or any hypodermic syringe or hypodermic needle or similar instrument which may be used for injection.

(b) No person other than a veterinarian licensed by the Board, RVT, or a licensed veterinarian's assistant, shall have in his possession at a facility under the jurisdiction of the Board any veterinary treatment or any medicine, medication, or other substance recognized as a medication, which has not been prescribed in accordance with Rule 1840 of this division and labeled in accordance with Rule 1864 of this division.

(c) No person shall have in his possession on the premises during any recognized meeting any electrical stimulating or shocking device commonly known as a battery, or any mechanical stimulating device, or any other appliance, which might affect the speed or actions of a horse.

(d) The stewards may permit the possession of drugs or appliances by a licensee for personal medical needs under such conditions as the stewards may impose.

Authority cited: Sections 19420, 19440 and 19580, Business and Professions Code.

Reference: Sections 19460, 19580 and 19581, Business and Professions Code.

Agenda Item 10

STAFF ANALYSIS DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF WATCHANDWAGER.COM, LLC, FROM ITS 2022-2023 RACE MEETING

Regular Board Meeting
September 21, 2023

ISSUE

WatchandWager.com, LLC (Watch and Wager) is requesting approval to distribute race day charity proceeds generated at its 2022-2023 race meeting for the period of October 26, 2022, through May 9, 2023. The race meeting statutory distribution is \$785.45. Watch and Wager is proposing to supplement the 2022-2023 race day charity proceeds and increase the distribution by \$4,714.55, and distribute a total of \$5,500, to five beneficiaries. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a non-profit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action. Staff recommends the Board approve the charity race day distribution as presented; with the condition, that Watch and Wager hold the statutory disbursement to the Permanently Disabled Jockeys Fund (PDJF), until such time, the PDJF complies with BPC 19556 (c) (2), "To receive a distribution under this subdivision, a nonprofit corporation or trust shall establish objective qualifications for disabled jockeys and provide an annual accounting and report to the Board on its activities indicating compliance with the requirements of this subdivision." Currently, PDJF is out of compliance with the annual accounting and reporting to the Board for operating business cycle year ended December 31, 2022.

CHRB ANALYSIS

Watchandwager.com, LLC (WAW), Charity Day Proceeds
October 26, 2022-May 9, 2023

#	Nonprofit Organization	Statutory Distribution Amounts	Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes	WAW Voluntary - Supplemental Distributions	Total Distributions
1	Permanently Disabled Jockeys Fund*	\$ 157.09	20%	minimum of 20%	d	\$ 842.91	\$ 1,000.00
2	Standardbred Retirement Foundation*	117.82	15%		a	1,582.18	1,700.00
3	Sacramento Horsemen's Association*	117.82	15%		a	382.18	500.00
4	Winners Foundation*	196.36	25%	minimum of 5%	c	1,803.64	2,000.00
5	CA Harness Horsemen's Benevolent Foundation*	196.36	25%	minimum of 5%	b	103.64	300.00
	Total	\$ 785.45	100%	minimum of 60%	e	\$ 4,714.55	\$ 5,500.00
	Notes:						
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))					
	b	5% to welfare fund for backstretch personnel (B&P 19556 (b))					
	c	5% to nonprofit organization to assist alcohol abuse victims (B&P 19556 (b))					
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))					
	e	overall a minimum of 60% should go to horse racing industry related nonprofit organizations.					

*Equine and/or horse racing related organization

watch wager

Operating Harness Racing at Cal Expo

August 22nd, 2023

Ms. Cynthia Alameda
Assistant Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Ms. Alameda:

Watchandwager.com, LLC has allocated charity day proceeds from our 2022/2023 Race Meet (11/18/2022-4/30/2023) as set forth below for the California Horse Racing Board's consideration and approval:

Sacramento Horsemen's Association (a)	\$500.00
Standardbred Retirement Foundation (a)	\$1,700.00
CA Harness Horsemen's Benevolent Foundation (b)	\$300.00
Winners Foundation (c)	\$2,000.00
Disabled Jockeys Fund (d)	\$1,000.00
Total:	\$5,500.00
Equine Related Charities	\$5,500.00
Non-Equine Related Charities	\$ 0.00
Percentage of Equine Related Charities	100%

Attached you will find a schedule describing the charitable organizations listed above. Thank you for your attention to this matter. If you need further information, please contact Chris Schick or me.

Sincerely,



Benjamin Kenney
Watchandwager.com, LLC

Sacramento Horsemen's Association: non-profit regional equestrian club established in 1942, hosts horse shows and provides boarding. (contact phone: 916-470-1337; <http://www.sachorsemen.com>)

Standardbred Retirement Foundation: non-profit, tax exempt organization created to care for, rehabilitate, and secure lifetime adoption of non-competitive Standardbred racehorses, to ensure their proper care with follow-up, and combine the needs of youth at risk with these horses in therapeutic equine programs to benefit both. (contact phone: 732-446-4422; <http://www.adoptahorse.org>)

CA Harness Horsemen's Benevolent Foundation: non-profit established by the CA Harness Horsemen's Association to provide funding and support for backstretch employees in need. (contact phone: 916-263-7888)

Winners Foundation: established in 1984 as a non-profit organization to provide information, support and referral sources to employees and family members of the California horse racing community who are being adversely affected as a result of alcohol and/or substance abuse. There is no charge to anyone seeking aid through this group, which has aided and guided thousands of individuals. (Contact phone: 626-574-6498; <http://winnersfoundation.org>)

Permanently Disabled Jockeys Fund – Founded in 2006, it is a collaborative effort of many leaders in the horse racing industry, including racetracks, jockeys, horsemen and others. It is a public charity that currently provides financial assistance to approximately 60 former jockeys who have suffered catastrophic on-track injuries. It recently was the winner of the National Turf Writers and Broadcasters prestigious Joe Palmer Award for its exceptional work. Nancy LaSala is the group's president. (Contact phone: [630-595-7660](tel:630-595-7660); www.pdjf.org/)

CALIFORNIA HORSE RACING BOARD

September 21, 2023

REGULAR BOARD MEETING

There is no board package material for Item 11

CALIFORNIA HORSE RACING BOARD

September 21, 2023

REGULAR BOARD MEETING

There is no board package material for Item 12

CALIFORNIA HORSE RACING BOARD

September 21, 2023

REGULAR BOARD MEETING

There is no board package material for Item 13