

CALIFORNIA HORSE RACING BOARD

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



NOTICE OF MEETING

Notice is hereby given that a meeting of the **California Horse Racing Board (CHRB Board)** will be held on **Thursday, October 19, 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 September 21, 2023.**
2. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Del Mar Thoroughbred Club (T) at Del Mar**, commencing November 8, 2023, through December 5, 2023, inclusive
3. Discussion and action by the Board on **the Application for License to Conduct a Horse Racing Meeting of Watch and Wager LLC (H), at Cal Expo**, commencing November 1, 2023, through May 7, 2024, inclusive.
4. Discussion and action by the Board regarding the proposed amendments of **CHRB Rule 1433, Application for License to Conduct a Horse Racing Meeting, CHRB Rule 1440, Approval of Concessionaires, CHRB Rule 1440.5, Licensing of Contractors and Sub-contractors, CHRB Rule 2057, Initial Application and Approval of a Simulcast Facility, CHRB Rule 2059, Initial Application and Approval of a Simulcast Organization, CHRB Rule 2066, Application for License to Operate a Minisatellite Wagering Facility, CHRB Rule 2071, License to Conduct Advance Deposit Wagering by a California Applicant, and CHRB Rule 2072, Approval to Conduct Advance Deposit Wagering by an out-of-state Applicant**, to update CHRB applications and applicable forms.
5. Discussion and action by the Board regarding an **amendment to the application for Advance Deposit Wagering (ADW) provider Churchill Downs Technology Initiatives Company dba TwinSpire and dba BetAmerica**, pursuant to Board Rule 2072(I).
6. Discussion and Action by the Board on the renewal **application for license to operate a minisatellite wagering facility at California Horse Racing and Sports LLC dba The Derby Room, Sports Grill & Turf Club** in Norco, California.
7. Update by **TOC on Jockey Welfare**.

8. Discussion and action by the Board regarding the **distribution of race day charity proceeds of the Los Angeles Turf Club 2022-2023 Winter-Spring Race Meeting.**
9. Discussion and action by the Board regarding the **distribution of race day charity proceeds of the Pacific Racing Association 2022-2023 Winter-Spring Race Meeting.**
10. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
11. **Public Comment:** Communications, reports, requests for future actions of the Board.

Note: During the public comment period, a total of thirty minutes will be allowed for public comments. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.

12. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings, and personnel matters, as authorized by section 11126 of the Government Code.
 - A. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending litigation described in the attachment to this agenda captioned "Pending Litigation," and as authorized by Government Code section 11126(e).
 - B. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e).
 - C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).
13. **Adjournment.**

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000. 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

Date of Notice: October 6, 2023

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300

SACRAMENTO, CA 95825

(916) 263-6000

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**PENDING LITIGATION**
OCTOBER 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**
Court of Appeal, 4th Appellate District
- 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

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

**REGULAR BOARD MEETING MINUTES**

Date and Time: September 21, 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
Wendy Mitchell, Member
Damascus Castellanos, Member
Brenda Washington Davis, Member
Thomas Hudnut, Member

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

1. APPROVAL OF THE MINUTES OF JUNE 29, 2023.**Motion:** Approve.**Motioned/Seconded:** Alfieri/Davis.**Roll call vote: Aye:** Gonzales, Davis, Alfieri, Ferraro. **Nay:** None. **Abstain:** Mitchell, Castellanos, Hudnut. **Motion carried.**

Page 3–4 in the Board transcript.

2. APPROVAL OF THE MINUTES OF AUGUST 17, 2023.**Motion:** Approve.**Motioned/Seconded:** Hudnut/Castellanos.**Roll call vote: Aye:** Mitchell, Gonzales, Castellanos, Alfieri, Hudnut, Ferraro. **Nay:** None.**Abstain:** Davis. **Motion carried.**

Pages 4–5 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE ALLOCATION OF 2024 RACE DATES FOR NORTHERN CALIFORNIA.**Motion:** Approve.**Motioned/Seconded:** Ferraro/Gonzales.**Roll call vote: Aye:** Hudnut, Alfieri, Castellanos, Gonzales, Mitchell, Davis, Ferraro. **Nay:** None. **Motion carried.**

Pages 5–17 in the Board transcript.

Proceedings of the Regular Meeting of September 21, 2023

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.

Motion: Approve.

Motioned/Seconded: Hudnut/Alfieri.

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

Pages 17–22 in the Board transcript.

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.

Motion: Approve.

Motioned/Seconded: Hudnut/Castellanos.

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

Pages 23–24 in the Board transcript.

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.

Motion: Approve.

Motioned/Seconded: Davis/Mitchell.

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

Pages 24–31 in the Board transcript.

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.

Motion: Approve.

Motioned/Seconded: Hudnut/Castellanos.

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

Pages 31–35 in the Board transcript.

Proceedings of the Regular Meeting of September 21, 2023

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.

Motion: Approve.

Motioned/Seconded: Hudnut/Alfieri.

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

Pages 35–42 in the Board transcript.

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.

Motion: Approve.

Motioned/Seconded: Hudnut/Castellanos.

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

Pages 42–49 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF WATCHANDWAGER.COM, LLC, FROM 2022/2023 RACE MEET.**

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

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

Pages 49–52 in the Board transcript.

11. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 52–53 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 53–70 in the Board transcript.

12. PUBLIC COMMENT.

Pages 70–72 in the Board transcript.

MEETING ADJOURNED AT 11:11 A.M.

Proceedings of the Regular Meeting of September 21, 2023

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

Chairman

Executive Director

Agenda Item 2

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB (T) AT DEL MAR, COMMENCING NOVEMBER 8, 2023, THROUGH DECEMBER 5, 2023, INCLUSIVE

Board Meeting
 October 19, 2023

Application: Del Mar Thoroughbred Club (DMTC)

Breeds: Thoroughbred

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

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		

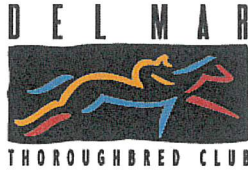
December 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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	Santa Anita fire clearance valid through 12/10/2023. Los Alamitos valid until 3/22/2024. San Luis Rey Downs valid until 8/7/2024.	Rule 1420(q)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/2023.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 12/31/2023. Received request for exemption from 45-day provision of Rule 1927 on 9/6/23.	Rule 1927

Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 5/25/2023.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Track inspection requested 9/12/23. Completed 9/26/23.	Rule 1471(g)
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Valid 3/31/2023 through 3/31/2024.	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 — submitted with summer race meet application; applies to fall meet.	Rule 2044
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Inclement Weather Policy — submitted with summer race meet application; applies to fall meet. Concussion Protocol Policy — received on 9/6/23. Track Emergency Procedures — received on 9/6/23.	
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	See pages 22–24, 29, 31–34 DMTC requests that Board approve additional mandatory distributions prior to closing day, December 3, 2023, throughout meet on condition that Executive Director is notified at least five days prior to any such mandatory distribution and such notification includes justification for the distribution and an explanation of benefit to be derived. See item 10C.	BPC 19599

Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	See pages 49–82	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	See pages 29–30	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 33, 35–36	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.



Tom Robbins
Executive Vice President
Racing Office

September 6, 2023

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

Re: CHRB Track Veterinarian Emergency Procedures

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2023 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Track Veterinarian Emergency Procedures Protocols which has been posted on the CHRB's website in regard to Racing Safety.

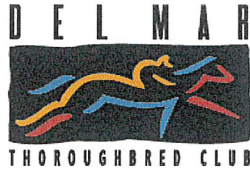
Thank you for your consideration and assistance in regards to Del Mar's summer race meet application.

Very truly yours,

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

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond, CHRB
Rick Pimentel, CHRB
Josh Rubinstein, DMTC



Tom Robbins
Executive Vice President
Racing Office

August 8, 2023

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

Re: CHRB Concussion Protocols

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2023 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Concussion Management and Return to ride Guidelines Protocols which has been posted on the CHRB's website in regard to Racing Safety.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "Tom Robbins".

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond, CHRB
Rick Pimentel, CHRB
Josh Rubinstein, DMTC



Tom Robbins
Executive Vice President
Racing Office

March 27, 2023

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

Re: CHRB Inclement Weather Policy

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2023 summer/fall race meet applications, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance with the submittal of DMTC's 2023 race meet applications.

Very truly yours,

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

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond-CHRB
Nicole Gravely-CHRB
Josh Rubinstein, Del Mar

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

1. APPLICANT ASSOCIATION

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

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

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

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: November 08, 2023 through December 05, 2023
- B. Actual dates racing will be held: November 10, 2023 through December 03, 2023
- C. Total number of days or nights of racing: 13
- D. Days or nights of the week races will be held:
Wednesday – Sunday Tuesday – Saturday Other (specify)
- E. Number of days or nights of racing per week: (3) days Fri-Sun with the exception of Thanksgiving Week (4) days Thurs-Sun

CHRB CERTIFICATION

Application received: 8/10/23
Deposit received: Yes
Reviewed: RP

Hearing date: 10/19/23
Approved date:
License number:

3. RACING PROGRAM

- A. Total number of races: 113
- B. Number of races for each day or night: (8) on Thursday 11/23 Thanksgiving Day - (8) on Fridays, exception (9) on Friday 11/24 - (9) on Saturdays and Sundays
- C. Total number of stakes races: (13) Regular Stakes - (2) Overnight Stakes
- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.
1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.
 2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). SEE EXHIBIT 1 2023 TENTATIVE RACE SCHEDULE ATTACHED. At this time DMTC is proposing to reduce the values of the following four stakes: Hollywood Turf Cup (Gr.II), from \$250,000 to \$200,000 - Seabiscuit Handicap (Gr.II) from \$250,000 to \$200,000 - Hollywood Derby (Gr.I) from \$400,000 to \$300,000 and the Matriarch (Gr.I) from \$400,000 to \$300,000.
 3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. SEE EXHIBIT 1A - ATTACHED
- E. Will provisions be made for owners and trainers to use their own registered colors?
 Yes No
 If no, which racing colors are to be used?
- F. List all post times for the daily racing program. 12:30 pm, exception 11:00 am on Thanksgiving 11/23 ATTACHED EXHIBIT 2

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

4. RACING ASSOCIATION

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

EXHIBIT 1A - STAKES RACES PAST THREE RACE MEETS

DMTC 13-DAY FALL MEET RACES

RUN DATE	RACE	AGE	2023 PURSE	2022 PURSE	2021 PURSE	2020 PURSE	DISTANCE
10-Nov	Let it Ride Stakes (o/s)	3 YO	\$75,000	\$75,000	\$100,000	\$75,000	1 mile Turf
11-Nov	Kathryn Crosby Stakes	F/M 3 & UP	\$75,000	\$75,000			1 mile Turf
12-Nov	Betty Grable Stakes	F/M 3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
18-Nov	Desi Arnaz Stakes	F, 2 YO	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
18-Nov	Cary Grant Stakes	3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
19-Nov	Bob Hope Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
23-Nov	Red Carpet Stakes-Grade III	F/M 3 & up	\$100,000	\$150,000	\$100,000	\$100,000	1 3/8 miles Turf
24-Nov	Hollywood Turf Cup-Grade II	3 & up	\$200,000	\$250,000	\$250,000	\$200,000	1 1/2 miles Turf
25-Nov	Seabiscuit Handicap-Grade II	3 & up	\$200,000	\$250,000	\$250,000	\$200,000	1 1/16 miles Turf
26-Nov	Native Diver Stakes- Grade III	3 & up	\$100,000	\$150,000	\$100,000	\$100,000	1 1/8 miles
2-Dec	Jimmy Durante Stakes-Grade III	F, 2 YO	\$100,000	\$100,000	\$100,000	\$100,000	1 mile Turf
2-Dec	Hollywood Derby-Grade I	3 YO	\$300,000	\$400,000	\$400,000	\$250,000	1 1/8 miles Turf
2-Dec	Stormy Liberal Stakes	3 & up	\$100,000	\$100,000			5 furlongs Turf
3-Dec	Cecil B. DeMille Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	\$100,000	1 mile Turf
3-Dec	Matriarch Stakes	F/M 3 & up	\$300,000	\$400,000	\$400,000	\$300,000	1 mile Turf

EXHIBIT 2

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2023 – FALL MEET

NOVEMBER 10th TO DECEMBER 3RD

RACE	ALL DAYS (EXCEPT 11/23/23)	THURS. 11/23/23
1 st	12:30 p.m.	11:00 a.m.
2 nd	1:00 p.m.	11:30 a.m.
3 rd	1:30 p.m.	12:00 p.m.
4 th	2:00 p.m.	12:30 p.m.
5 th	2:30 p.m.	1:00 p.m.
6 th	3:00 p.m.	1:30 p.m.
7 th	3:30 p.m.	2:00 p.m.
8 th	4:00 p.m.	2:30 p.m.
9 th	4:30 p.m.	

C. CORPORATION

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

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.

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

E. OTHER

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

F. FINANCIAL INFORMATION *

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

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

G. MANAGEMENT AND STAFF

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

be listed in the official program: Josh Rubinstein, President & COO - Michael R. Ernst, Executive VP, Finance and Administration/CFO - Thomas S. Robbins, Executive VP Racing & Industry Relations - Ann Hall, Sr. VP, Operations & Administration - Lynn Wright, Sr. VP and Controller - Sue Walls, VP Facilities - David Jerkens, VP Racing, Racing Secretary - Kim Jacobson, VP Risk Management - Walker McBride, VP Business Development & Production - Mac McBride, Director of Media - Erin Bailey, Director of Marketing - Paul Porter, Director of Simulcasting - William D. Navarro, Director of Mutuels - Nancy Bonforte, Director of Turf Club, Trevor Denman, Public Address Announcer - Dennis Moore, Director of Track Maintenance - John Beggin, Turf Course/Grounds Superintendent - Chris Bahr, Director of Events and Promotions - Ken West, Director of Plant and Purchasing, Bill Donahue, Director of Security - Claire Crawford, Director of Digital Media, Mike Hatcher, Director of Information Systems, Ryan Frear, Director of Business Development, William Donahue, Director of Security, Cathy Arneel, Director of Group Sales

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Josh Rubinstein, President - PO Box 700, Del Mar, CA 92014 - josh@dmtc.com

5. TAKE OUT PERCENTAGE

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

Yes No

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

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

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

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

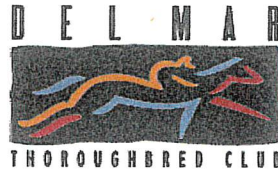
NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount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

6. HANDLE HISTORY

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

Year	Handle	Attendance
SEE ATTACHED		

5. TAKE OUT PERCENTAGE



Josh Rubinstein
President & COO

August 6, 2023

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

Dear Executive Director Chaney,

Pursuant to California Business and Professions Code Section 19601.01, Del Mar Thoroughbred Club ("DMTC"), after consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during DMTC's 2023 Fall Season, November 10th – December 3th.

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

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

Please contact me directly if you have any questions.

Regards,



Josh Rubinstein,
President and COO

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



5.A1 TAKE OUT PERCENTAGE APPROVAL

August 7, 2023

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

RE: Del Mar Thoroughbred Club 2023 Fall Race Meet Wager Approvals

Dear Scott,

Del Mar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning November 8, 2023 through December 5, 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,

William A. Nader
President & CEO

cc: Josh Rubinstein
Lucy Myers

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

PRESIDENT & CEO: WILLIAM A. 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

6. HANDLE HISTORY

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

Year (Fall Meet)	On-Track Handle	Off-Track Handle	On-Track Attendance	Off-Track Attendance
2018 – 16 day meet	9,914,887	155,977,465	73,914	94,109
2019 – 13 day meet	7,995,438	139,315,543	60,146	88,321
2020 – 15 day meet	1,680,747	194,583,337	1,934	38,988
2021 – 13 day meet	7,974,556	164,336,785	44,409	55,468
2022 – 13 day meet	7,585,449	157,437,100	47,523	57,346

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: 13 Race Days 4,938,200

Prior meet actual: 13 Race Days 5,587,396

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

Current meet estimate: 379,862

Prior meet actual: 429,800

2. Overnight stakes:

Current meet estimate: 150,000

Prior meet actual: 150,000

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

Current meet estimate: 11,538

Prior meet actual: 11,538

3. Non-overnight stakes:

Current meet estimate: 1,600,000

Prior meet actual: 1,948,850

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

Current meet estimate: 123,077

Prior meet actual: 149,912

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

Current meet estimate: 6,688,200

Prior meet actual: 7,686,246

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: 11.43%

Prior meet actual: 9.53%

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

Current meet estimate: 0.88%

Prior meet actual: 0.73%

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

Current meet estimate: 492,672

Prior meet actual: 509,593

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

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

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

	Current meet estimate:	Prior meet actual:
TOC Administration	53,819	57,017
CTT Administration	26,909	28,509
CTT Backstretch Pension	<u>53,819</u>	<u>57,017</u>
Total	134,547	142,543

Recognized Horsemen's Organization

Current meet estimate:

Prior meet actual:

Total:

Total:

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

Current meet estimate: 7,315,419

Prior meet actual: 8,338,383

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

Current meet estimate: 562,725

Prior meet actual: 641,414

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

Current meet estimate: 3,008,680

Prior meet actual: 3,424,781

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

Current meet estimate: 231,437

Prior meet actual: 263,445

G. Purse funds to be generated from interstate handle:

Current meet estimate: 2,939,060

Prior meet actual: 2,830,630

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

Current meet estimate: 226,082

Prior meet actual: 217,741

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

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

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to

horsemen, breeders, and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

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

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 2,100 (Note: as of 2015 total number 2,000)
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall.
\$1,290,000 - \$14.33 cost per day per stall
- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Estimated vanning cost: \$145,191 - Vanning per horse: PLACED ON FILE

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: DMTC has a Monitoring Veterinarian during all training hours. DMTC have two Association Veterinarians in addition to the Official Veterinarian present during all races. Santa Anita, San Luis Rey Downs and Los Alamitos all have a veterinarian(s) present during all training hours. Names and emergency telephone numbers placed ON FILE with the CHRB. Contact Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, who is responsible for contacting veterinarian.
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

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

9. EQUINE EMERGENCY SERVICES

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

11.6.23–12.7.23 Del Mar Race Track (Association) Training and Racing
5:30am – 9:30am

Prior to Opening Day and once the main track opens for training (11/6/23), DMTC will have a veterinarian present during training hours to respond to any needs. As more horses arrive after opening day, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. In addition, DMTC will have a monitoring veterinarian (Dr. Michael Pirrone) present during training hours to respond to any injuries on the track. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services. Each racing day the DMTC track veterinarian will be present during ALL racing house.

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

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

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

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

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

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	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. None
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout on closing day, December 3, 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. None
- E. Will "advance" or "early bird" wagering be offered? Yes No
 If yes, when will such wagering begin? Specify days and time for “early bird” wagering. 11/8/23 - 12/5/23 (if current conditions permit) 9:00 am everyday except Mondays and Tuesdays.
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Totalisator Central System - American Totalisator, Inc. (AmTote), Primary system at ViaWest Data Center located in Portland Oregon. AmTote Representative: Bob Sloan (1-443-798-0878) bob.sloan@amtote.com - Contract Expiration Date: Automatic Contract Extension to 6/30/25, as stipulated in original contract. Terminals - F3000e-Convertible teller and self-service unit; IP based, touch screen and keyboard operated. V3000e-Self Service terminals, touch screen, bill accepting, ticket in/out. AWSST-Account wagering self-service unit. Touch screen account based terminal.

Del Mar Thoroughbred Club Wagering Menu and Information (FALL)

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

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win/Place/Show	CHRB 1954	15.43%	\$2 Win, Place, Show on all eligible races.
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Quinella	CHRB 1958	22.68%	\$2 Quinella on all eligible races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Rolling Daily Double.
Pick 3	CHRB 1977	23.68%	\$.50 Rolling Pick 3 on all eligible races
PPN (Place Pick All)	CHRB 1976.8	23.68%	\$1 Place Pick All.
PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
PNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	CHRB 1976.9	23.68%	\$1 Pick 6 on the last six live races each day: 70% to the major pool and 30% to the minor.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$.50 Super High 5 on last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race day SH5 if applicable.

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

TAKEOUT PERCENTAGE

(Example) PNP5-14%

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

11. ADVANCE DEPOSIT WAGERING (ADW)

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

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

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off Track Wagering, Inc. "SCOTWINC"
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

10. PARI-MUTUEL WAGERING PROGRAM - ATTACHMENT

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

TAKE OUT PERCENTAGE

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



August 7, 2023

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

RE: 2023 DMTC Fall Race Meeting ADW Approvals

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

Pursuant to Section XXIX, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and DMTC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, DMTC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on DMTC and other Thoroughbred races during the 2023 Fall race meeting, November 8 – December 5, 2023, as follows:

1. California wagering on DMTC races:

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

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

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

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

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

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

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

Sincerely,



William A. Nader
President & CEO

cc: Lucy Myers



Josh Rubinstein
President & COO

April 1, 2023

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

Re: Extension of DMTC/SCOTWINC Agreement

Executive Director Chaney,

According to the Agreement entered into as of April 26, 2016, by and between Southern California Off-Track Wagering Incorporated and the Del Mar Thoroughbred Club, this Agreement was automatically extended for one year through April 26, 2024, as neither SCOTWINC or Del Mar Thoroughbred Club delivered notice for non-renewal in accordance with the terms of the Agreement.

If you have any questions, or need additional information, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Josh Rubinstein", is written over a white background.

Josh Rubinstein,
President and Chief Operating Officer

cc: Mr. Rick Baedeker, SCOTWINC
Cynthia Alameda, CHRB

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

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

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

HARNESS SIMULCAST RACES TO BE IMPORTED

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

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

EXHIBIT 5
(If applicable)

Satellites

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

EXHIBIT 6
(If applicable)

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

EXHIBIT 6
(If applicable)

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

EXHIBIT 6
(If applicable)

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

EXHIBIT 7
(If applicable)

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

EXHIBIT 7
(If applicable)

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

EXHIBIT 7
(If applicable)

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

EXHIBIT 8
(If applicable)

Mini-Satellites

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

M2. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M3. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M4. Tiled Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M5. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

M6. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

M7. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

M8. The Derby Room at Glen Arden
357 Arden Ave
Glendale, CA 91203
PH: 818-245-6397
Contact: Jim Baerwald

EXHIBIT 9

Full & Partial Cards

Aqueduct: November 10, 2023 – December 3, 2023
Churchill Downs: November 10, 2023 – November 26, 2023
Delta Downs: November 10, 2023 – December 3, 2023
Gulfstream Park: November 10, 2023 – December 3, 2023
Fairgrounds: November 10, 2023 – December 3, 2023
Finger Lakes: November 18, 2023 – November 23, 2023
Hawthorne Race Course: November 10, 2023 – December 3, 2023
Laurel Park: November 10, 2023 – December 3, 2023
Mahoning Valley: November 10, 2023 – December 3, 2023
Mountaineer Park: November 10, 2023 – December 3, 2023
PARX Racing: November 10, 2023 – December 3, 2023
Penn National: November 10, 2023 – December 3, 2023
Tampa Bay: November 10, 2023 – December 3, 2023
Turf Paradise: November 10, 2023 – December 3, 2023
Turfway Park: November 27, 2023 – December 3, 2023
Zia Park: November 10, 2023 – December 3, 2023

Woodbine: November 10, 2023 – December 3, 2023
ARC (South America) via Laurel Park November 10, 2023 – December 3, 2023
ARC (South America) via Gulfstream Park: November 10, 2023 – December 3, 2023

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

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

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

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

13. CHARITY RACING DAYS

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

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

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
Association Veterinarian(s) Dana Stead, DVM

Clerk of Scales	Matt Nichols
Clerk of the Course	Dawn Schmid
Film Specialist	Heather Correa
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Karen Denovel
Patrol Judges	Karen Denovel, Heather Correa
Placing Judges	Robert Moreno, Ed Reese, Sue Brent
Starter	Jay Slender
Timer	John Lies

B. Management officials in the racing department:

Director of Racing	Thomas S. Robbins
Racing Secretary	David Jerkens
Assistant Racing Secretary	Zach Soto
Paymaster of Purses	Vicki Layne
Others (identify by name and title)	N/A

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Michelle Derieg, Weinstein Court Reporters, LLC, PO Box 26634, Santa Ana, CA 92799, Santa Ana, CA 92799, (949) 637-6071, mderieg@weinsteincourtreporters.com

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation, William O'Brien, Digital Photo Finish Only / Contract Expires: 12/31/2023

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. SEE ATTACHMENT 14 E. AND F.

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: SEE ATTACHMENT 14 E. AND F.

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. EXHIBIT 10A SECURITY PERSONNEL AND EXHIBIT 10B 2023 GATE SCHEDULE

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 50

1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:

ATTACHMENT

- E. 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.

FANDUEL RACING/TVG

Expiration: 12/31/2024

All races are recorded on EVS from Pure Mobile Productions until 2025.

Equipment list on file with CHRB

For each race Fanduel Racing/TVG will provide:

- **Two manned pan cameras located near the judge's room in the press box providing a wide and a tight view of each race, turf and dirt, plus coverage for in-house video board presentation.**
- **Four manned tower cameras:**
 - Three manned tower cameras per race.**
 - Backstretch head-on (Training Track Camera Tower)
One Tower, one scissor lift.**
 - Far turn and Stretch run back view (Quarter Chute Camera Tower)
One Tower, one scissor lift.**
 - Stretch-run head-on (Livestock Barn Camera Tower) - turf**
 - Stretch-run head-on (Livestock Barn Camera Tower) - dirt**
- **2 cameras in the paddock area provided coverage of horses, jockeys, trainers and owners**
- **A hand-held camera in winner circle**
- **A pan camera located on the 7th floor providing race coverage for the in-house video board presentation (one of the pan cameras located near the judge's room in the press box)**
- **Drone coverage when weather conditions permit are within FAA guidelines.**
- **All races will be recorded and archived for the season.**
- **Fanduel Racing will provide talent for this event**

- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:

AXCIS INFORMATION NETWORK, INC.

TrackMaster c/o Equibase

821 Corporate Drive, Lexington, KY 40503

GPS System: Global Positioning Systems Technology

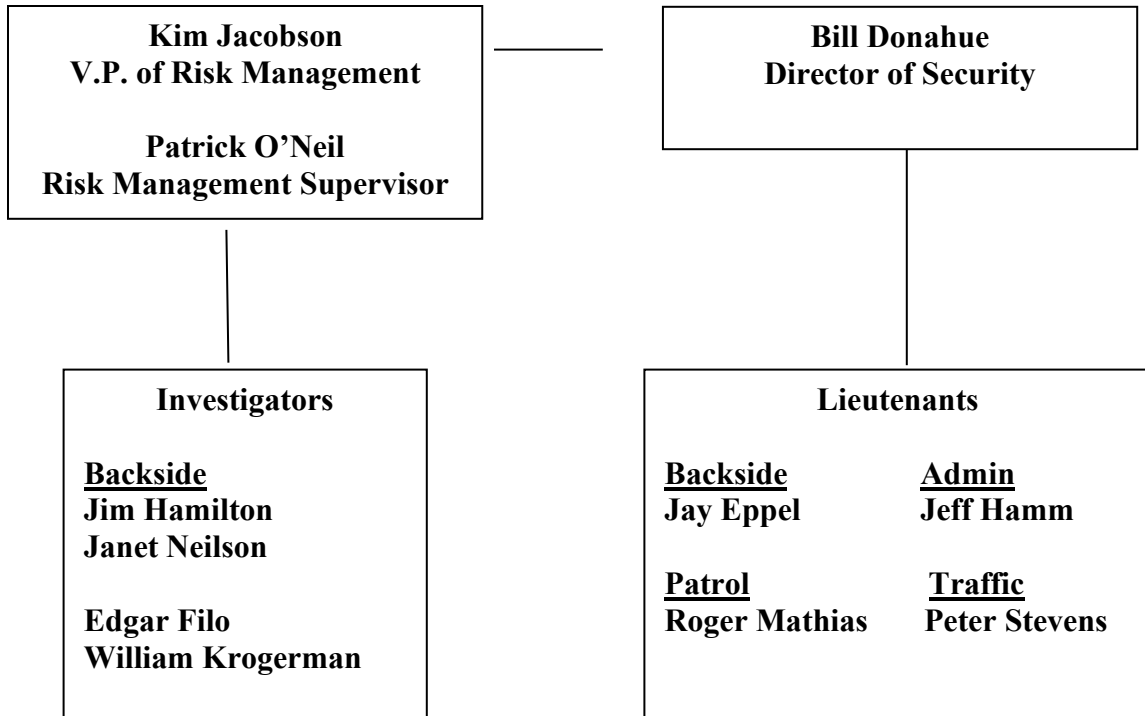
**Name of person: David Siegel (Axcis Information Network, Inc.)
(TrackMaster/Equibase)**

Expiration date: December 31, 2025

EXHIBIT 10A

Security Personnel

Person responsible for security controls on the premises:



Contact Information:

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

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

**EXHIBIT 10B
2023 GATE SCHEDULE**

2023 GATE SCHEDULE

GATE	Shifts																									
	12am	1am	2am	3am	4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12pm	
24hr Main Gate																										
16hr Solana/Ocean Gate 4am-8pm / 2 shifts																										
24hr "Z" Gate																										

15. SECURITY CONTROLS – ATTACHMENT

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. **EXHIBIT 10 (A) / 2023 GATE SCHEDULE EXHIBIT 10 (B)**

- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: **75**
 - 1. **Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of \$100,000 or more. Details of the detention stalls are described in 15.B - 2 (C).**

- a. Attach a plan for use of graded stakes or overnight races. Detention barn is used as required by the CHRB.
- b. Number of security guards in the detention stall area during a 24-hour period: As needed at the direction of the CHRB.
- c. Describe number and location of surveillance cameras in detention stall area. For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving/test barn as our detention area. We will install fixed cameras in each of the five detention stalls as well as fixed cameras viewing the shed-row from both directions. As with the barn area, surveillance control and viewing will be from the CHRB Investigators' Office on the Frontside.

3. TCO2 Testing:

- a. Number of races to be tested, and number of horses entered in each race to be tested: All
- b. Plan for enhanced surveillance for trainers with high-test results: Will follow CHRB directives
- c. Plan for detention stalls for repeat offenders: Will follow CHRB directives
- d. Number of security personnel assigned to the TCO2 program: Assigned as needed.

- C. Describe the electronic security system. Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing Proximity Cards and Proximity Access Keyfobs via door controllers located at entrances. The system comes with related door alarm management software.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Del Mar Thoroughbred Club utilizes pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on disk drives and stored for up to one week before being re-recorded. Control of these cameras is located in DMTC's security office.

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

16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Mercy Ambulance, 2537 Old San Pasqual Road, Escondido, CA 92027 (760) 525-9676. On-track staff: Advanced Life Support Ambulances (ALS) - Paramedics and certified Emergency Medical Technicians are on-site at all times that either training or live racing is taking place.

1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

- B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: Auxiliary Site: Los Alamitos / Huntington Ambulance Contact: Stacey O'Bryan, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550. Auxiliary Site: San Luis Rey Downs / Mercy Ambulance, Contact: Jesse Torres, 2537 Old San Pasqual Road, Escondido, CA 92027, (760) 525-9676. Auxiliary Site: Santa Anita / Symons Ambulance, Contact: Ryan Merchant, 18592 Cajon Blvd., San Bernardino, CA 92407, (951) 880-6263.

1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the

ATTACHMENT

16. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:

Mercy Ambulance
2537 Old San Pasqual Road
Escondido, CA 92027
(760) 525-9676

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.

EXHIBIT 11

On-track staff: Advanced Life Support Ambulances (ALS) – Paramedics and certified Emergency Medical Technicians are on-site at all time that either training or live racing is taking place.

- **Indicate number of horse ambulances available for training and racing: DMTC has two (2) Kimzey ambulances plus one horse trailer ambulance.**
- **For each horse ambulance, state the type of ambulance (e.g., Kimzey, horse trailer, etc.), the personnel assigned, and the equipment available. DMTC has a veterinarian present (for both training and racing), the ambulance driver plus an available horse handler. We have three Kimzey splints (various sizes), fabric screens, water cooling system, ice buckets with ice, halters, etc., plus drug testing supplies on each horse ambulance.**

- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

Auxiliary Site: Los Alamitos
Huntington Ambulance
Contact: Stacy O'Bryan
PO Box 145
Sunset Beach, CA 90742
(562) 904-1550

Auxiliary Site: San Luis Rey Downs
Mercy Ambulance
Contact: Jesse Torres
2537 Old San Pasqual Road
Escondido, CA 92027
(760) 525-9676

Auxiliary Site: Santa Anita
Symons Ambulance
Contact: Ryan Merchant
18592 Cajon Blvd.
San Bernardino, CA 92407
(951) 880-6263

16. Emergency Services (Continued)

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.

- **Mercy Ambulance Certificate: ON FILE**
- **Huntington Ambulance Certificate: ON FILE**
- **Symons Ambulance Certificate: ON FILE**

C. Describe the on-track first aid facility, including equipment and medical staffing:

The on-site first aid clinic at Del Mar Thoroughbred Club is located at the east end of the grandstand facility, with easy access from the track. The facility includes 4 patient beds (1 private room, 3 curtain areas). There are 2 Paramedics, 2 EMTs, 1 Medical Assistant and 1 doctor on site every racing day. Thursday, Friday, Saturday, Sunday, Opening Day, Pacific Classic Day and Closing Day we have a Medical Coordinator (Medic 25) who works as liaison with Municipal EMS. There are two ALS equipped ambulances on site as well.

The equipment contained in the first aid clinic includes:

- **Oxygen at each station**
- **Cardiac monitor**
- **AED**
- **Otoscope**
- **Ophthalmoscope**
- **Pulse and O2 Oximeter**
- **Surgical equipment (used for laceration repair and suture removal)**
- **B/P Cuff**
- **Thermometer**
- **Bag Valve Mask**
- **Surgery Light**
- **Stethoscope**
- **Glucose Monitor and Supplies**

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: **If quarter horse racing association see D.1.:**

All medical doctors can be reached by contacting the first clinic directly at (858) 755-1141 ext. 2814 or through our Security Office by calling ext. 3650. The first aid clinic, Paramedics and EMTs have radios to monitor the security channel and/or Official Channel. Medical calls are dispatched by way of radio. Our doctors are contracted through Del Mar Doxx's - and rotate on site for the racing days. The doctors include:

**Athanasios J. Foster, MD
Hessam Tabrizi, MD
Melinda E. Nevins, DO**

16. Emergency Services (Continued)

1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): **N/A**

- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding hospital selection.
 - **Scripps La Jolla**
988 Genesee Ave., La Jolla, CA 92037 / 858-626-4123
 - **Scripps Encinitas**
354 Santa Fe Drive, Encinitas, CA 92024 / 760-753-4123

- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:
EXHIBIT 12

- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
 - **Health and Safety Manager (Risk Manager): Kimberly Jacobson**
 - **Assistant Manager (Risk Management Assistant): Patrick O'Neal**
 - **On-Site Medical Coordinator – Rotates between different Fire Fighter Paramedics**



April 4, 2023

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

RE: Ambulance Certification Letter

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

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

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

Respectfully,

A handwritten signature in black ink, appearing to be "Jesse Torres", is written over a white background. To the right of the signature, the date "4/24/23" is written in the same ink.

Jesse Torres
Chief Operating Officer
Mercy Medical Transportation, Inc.
Phone: 619-405-8274
Email: jtorres@mercymedtrans.com



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**EMERGENCY AMBULANCE
NON-TRANSFERABLE LICENSE**

CHP 360A (REV. 01-00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
1521	1521	2/16/2023	3/20/2023	3/19/2024

CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate	<input type="checkbox"/> Replacement
CA-	455	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

SERVICE NAME AND PHYSICAL ADDRESS *(only if different from below)*

MERCY MEDICAL TRANSPORTATION, INC.
MERCY
27350 VALLEY CENTER ROAD
VALLEY CENTER CA, 92082-

SERVICE NAME AND MAILING ADDRESS

MERCY MEDICAL TRANSPORTATION, INC.
MERCY
27350 VALLEY CENTER ROAD
VALLEY CENTER CA, 92082-
Attention: JOHN TEMPLAR, VP ADMIN.

This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed within the 30-day period prior to the expiration date indicated above.

Ambulance operations must cease immediately upon expiration of this license. THERE IS NO GRACE PERIOD FOR A LICENSED ACTIVITY. The Department will accept an application for renewal during the 30-day period following the license expiration date provided all required documentation is complete and accompanied by the initial license fee of \$200.00. For license information contact CHP, Research and Planning Section at (916) 843-3440.

Huntington Ambulance, LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

March 15, 2023

Dear CHRB Board,

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

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

Sincerely,



Stacey O'Bryan - President
Huntington Ambulance, LLC



symbiosis

Care Reimagined.

March 7, 2023

To Whom It May Concern:

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

Respectfully,

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

paramedic staff are licensed with the California Emergency Medical Services Authority.

- C. Describe the on-track first aid facility, including equipment and medical staffing. The on-site first aid clinic at Del Mar Thoroughbred Club is located at the east end of the grandstand facility, with easy access from the track. The facility includes 4 patient beds (1 private room, 3 curtain areas). There are 2 Paramedics, 2 EMTs, 1 Medical Assistant and 1 doctor on site every racing day. Friday, Saturday, Sunday, Opening Day and Closing Day we have a Medical Coordinator (Medic 25) who works as liaison with Municipal EMS. There are two ALS equipped ambulances on site as well. The equipment contained in the first aid clinic includes: Oxygen at each station / Cardias monitor / SED / Otoscope / Ophthalmoscope / Pulse and O2 Oximeter / B/P Cuff / Thermometer / Bag Valve Mask / Surgery Light / Stethoscope / Glucose Monitor and Supplies / Surgical equipment (used for laceration repair and suture removal).
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: All medical doctors can be reached by contacting the first aid clinic directly at (858) 755-1141 ext. 2814 or through our Security Office by calling ext. 3650. The first aid clinic, Paramedics and EMT's have radios to monitor the security channel and/or Official Channel. Medical calls are dispatched by way of radio. Our doctors are contracted through Del Mar Doxx's - and rotate on site for the racing days. The doctors include: Athanasios J. Foster, MD - Hessam Tabrizi, MD - Melinda E. Nevins, DO
If Quarter Horse racing association, see D.1.
1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): N/A
- E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding hospital selection. Scripps La Jolla, 988 Genesee Ave., La Jolla, CA 92037 (858) 626-4123 - Scripps Encinitas, 354 Santa Fe Drive, Encinitas, CA 92024 (760) 753-4123
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.
- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Health and Safety Manager (Risk Management): Kimberly Jacobson - Assistant Manager (Risk Management Assistant): Patrick O'Neal - On-Site Medical Coordinator - Rotates between different Fire Fighter Paramedics
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): State Compensation Insurance Fund of CA, IOA Insurance Services, 3875 Hopyard Road, Suite 200, Pleasanton, CA 94588, Policy #927286823
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named

Del Mar Thoroughbred Club

Jockey On-Track Accident Response Program

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

Program Elements:

I. Medical Professionals On-Site During Racing - Summary

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

II. Jockey Information Health System

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

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

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

II. Area Hospitals and Rapid Admittance

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

Del Mar Thoroughbred Club

Jockey On-Track Accident Response Program

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

III. The DMTC Safety and Health and Program Manager

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

IV. On-site First Aid Facilities and Staffing

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

Del Mar Thoroughbred Club Jockey On-Track Accident Response Program

includes one, at a minimum (1) Paramedic and one (1) Certified Emergency Medical Technician on site at all times. During live racing there will be two ALS ambulances, which will include two (2) Paramedics and two (2) Certified Emergency Medical Technicians on site. Unit 9 will follow the field during live racing, Unit 9A will cover the paddock during pre-race activities and cover the starting gates at mile starts as well as turf chute starts. serve as a back up to Unit9. Both teams will maintain radio contact with the officials and security dispatch at all times. (Depending on staffing for the day there may be times when two paramedics are on a rig).

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

V. Ambulance and Medical Transport Protocols

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

VI. The Emergency Medical Plan

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

General Conditions

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

Del Mar Thoroughbred Club

Jockey On-Track Accident Response Program

Communications

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

Response During Training Periods

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

Response During Pre-Race (Paddock)

- Unit 9A will be situated in the paddock area during pre race activities to respond to an emergency occurring in the paddock area.
- Unit 9A will follow the field from the paddock down the horse walk and continue to observe through the post parade. They will then, based on the start of the race, return to First Aid or reposition to the starting gates.
- Should an emergency occur Security Dispatch will be notified immediately.

Del Mar Thoroughbred Club Jockey On-Track Accident Response Program

- DMTC Safety and Health Program Manager and/or Assistant will respond to incident.
- Security dispatch will notify on site first aid clinic that an incident has occurred.
- As needed, additional medical assistance will be summoned from local municipal resources,
- DMTC Security will respond to incident in paddock and assist with crowd control. If necessary, security will provide escort to the medical clinic.

Accidents During Live Racing

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

Del Mar Thoroughbred Club Jockey On-Track Accident Response Program

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

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

VII. Posting This Plan

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

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

Additional copies of the plan will be maintained in the DMTC VP, Risk Management Risk office, located in Operations.

IX. Updates

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

Del Mar Thoroughbred Club

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

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

Elementos del Programa:

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

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

II. Sistema de Salud para la Información del Jinete

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

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

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

II. Hospitales de la Zona y Admisión Rápida

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

Del Mar Thoroughbred Club

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

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

III. Salud y Seguridad y Gerente del Programa de DMTC

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

IV. Instalaciones de Primeros Auxilios en el Sitio y Personal

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

Del Mar Thoroughbred Club

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

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

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

V. Protocolos de Transporte de Ambulancia y Médicos

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

VI. Plan Médico de Emergencia

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

Condiciones Generales

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

Del Mar Thoroughbred Club

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

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

Comunicaciones

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

Respuesta Durante los Periodos de Entrenamiento

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

Del Mar Thoroughbred Club

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

Respuesta Durante la Pre-carrera (Paddock)

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

Accidentes Durante la Carrera en Directo

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

Del Mar Thoroughbred Club

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

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

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

VII. Publicación de este Plan

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

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

Del Mar Thoroughbred Club

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

c. Despacho de Seguridad de DMTC.

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

IIIX. Actualizaciones

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



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
24680 Jefferson Avenue, Suite B
Murrieta, CA 92562
(951) 304-7865
Website: www.fire.ca.gov



June 9, 2023

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

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

Dear Ms. Walls:

An inspection of the referenced facility was conducted on May 2023, in accordance with Section 13108(c) of the California Health and Safety Code. The purpose was to determine compliance with minimum fire and life safety standards required by Titles 19 and 24 of the California Code of Regulations for horse boarding and racing, including simulcast from July 1, 2023 thru December 31, 2023.

The deficiencies noted at the time of inspection have been corrected and reinspected for compliance.

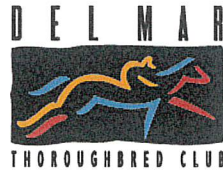
In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the time periods at the Del Mar Thoroughbred Club located at the San Diego County Fairgrounds.

If we can be of further assistance, or you desire additional information or clarification, please feel free to contact me at (626) 228-4251.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Bailey".

Jeffrey Bailey
Supervising Deputy State Fire Marshal



Josh Rubinstein
President & COO

September 6, 2023

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

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

Dear Executive Director Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club ("DMTC") requests an exemption from the 45-day provision of Rule 1927 as the current fire inspection/clearance the CHRB has on file is valid through December 31, 2023.

Thank you for your consideration and assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Josh Rubinstein", is written over a horizontal line.

Josh Rubinstein, President

cc: Rick Pimentel, CHRB
Amanda Drummond, CHRB



City of Arcadia

Fire Department

Chen Suen
Fire Chief

710 S. Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

June 22, 2023

Exhibit 16.H

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

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of July 1, 2023, through December 10, 2023.

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

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

Sincerely,

Mark Krikorian
Fire Marshal

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



ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy Fire Chief

(714) 573-6000

www.ocfa.org

March 22, 2023

Los Alamitos Race Course
4961 Katella Av.
Los Alamitos, CA 90720
Attn : Mr. Frank Sherren

Dear Mr. Sherren,

This letter is in response to your request for a fire and life safety clearance at the above address. The annual fire inspections have been completed and I can report that there is a reasonable degree of fire safety present at this time.

If I can be of further assistance, please contact me at 714-527-9431.

Respectfully,

A handwritten signature in black ink, appearing to read "Antonio Aleman".

Antonio Aleman
Assistant Fire Marshal – Area 1 Office
Prevention Field Services

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



Monday, 7 August, 2023

Attn: Joshua Funk
San Luis Rey
5772 Camino Del Rey
Bonsall, CA 92003

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


Re: Initial - Fire & Life Safety on August 07 2023

NOTICE OF INSPECTION - COMPLETED

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

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

Inspector:



Fire Protection Spec. Lars Beeghley

lbeeghley@ncfire.org
760-723-2043

Property Representative:



Joshua Funk



EXHIBIT 13

DELMART-01

GIROND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SNCGL1800903	3/15/2023	3/15/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
							Abuse & Molesta	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUT0083103	3/15/2023	3/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SNFXS0087703	3/15/2023	3/15/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			927286823	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

California Horse Racing Board (CHRB) 1010 Hurley Way, Suite 300 Sacramento, CA 95825	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

Does the association provide its own concessions? Yes No

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting.
- B. Promotional/Marketing budget for this race meeting: Advertising: \$253,646 - Promotions: \$142,580 - Communications: \$65,549 - Other: \$3,420 TOTAL \$465,195
Promotional/Marketing budget for prior race meeting: Advertising: \$164,210 - Promotions: \$137,097 - Communications: \$68,882 - Other \$250 TOTAL \$370,439
- C. Number of hosts and hostesses employed for meeting: We employ approximately 22 customer service representatives on weekdays (Fridays) and 35 on weekend (Saturdays and Sundays).
- D. Describe facilities set aside for new fans. At Del Mar, virtually the entire facility is considered a new fan area, with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales department which provides customized introductions to racing or the day's card tailored to individual groups. Del Mar also offers a variety of free seminars and handicapping education for the more serious newcomers.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit: ATTACHED
 - 1. Horsemen Attached
 - 2. Fans Attached
 - 3. Facilities in the restricted areas Attached

EXHIBIT 14

TIP SHEETS:

John Acquarelli

Duke's Racing Selections

2317 Hogan Way
Oceanside, CA 92056

Bruce M. Andrews, Jr

Deuce Bruce

5910 Rancho Mission Rd
San Diego, CA 92108

SADDLERY SERVICES:

Frank Wipfli

Western Saddlery, Inc.

7038 Commerce Circle
Pleasanton, CA 94588

MISCELLANEOUS CONCESSIONS/SERVICES:

Tony Vasquez

Garda Cash Logistics

8807 Complex Drive
San Diego, CA 92123

Michael Costello

United/Puett Electrical Starting Gates

224 Tater Hill Rd.
East Haddam, CT 06423

Gary S. Bell

Citrus Feed

PO Box 249
La Verne, CA 91750

Chris Aplin

Chris Aplin Barbershop Services

285 W. Huntington Drive
Arcadia, CA 91007

Rayetta Burr

Benoit & Associates, Inc.

Track Photographers
PO Box 60014
Arcadia, CA 91066-6014

Brent Gulley

Gulley's Livestock Disposal

10272 Juniper Rd.
Oak Hills, CA 92344-0304

Angel P. Unamuno

Angel's Feed

4518 Rowland Ave.
El Monte, CA 91731

Jason Karches

Today's Racing Digest, LLC

1945 Camino Vida Role
Carlsbad, CA 92008

Del Mar Doxx-A.J. Foster

Track Physicians
380 Stevens Ave., Ste 100
Solana Beach, CA 92075

Deven Owen

West Coast Feed

PO Box 893007
Temecula, CA 92589

Cristobal Virgen

Cristobal Virgen Shoe Shine

1057 Gai Drive
San Diego, CA 92130

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

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

1. HORSEMEN

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

• FANS

- Installation of Sneeze Guards at teller locations.
- Provided new shade on 6th floor Group Sales area
- Resurface exterior exit stairs in Clubhouse Terrace
- Repair decking in Clubhouse and Stretch Run, ongoing
- Increased safety and fire prevention by adding roving fire captain to grounds during racing hours.
- Provided 2 industrial fans in parking garages.
- Increase the frequency of power washing seating and all public areas.
- Upgrade tables/seating in Paddock view restaurants – on-going.
- Painting grandstand seating, railings and restroom doors – on-going.
- Replacement of television monitors with flat screen monitors throughout facility and the addition of more to increase fan needs – on-going.
- Installation of wireless technology throughout the facility to enhance the mobile app experience - on-going.
- Replace all restaurant and box seating chairs in grandstand – on-going.
- Enhance general admission seating by adding picnic tables on apron.
- West Lawn expanded shade area added with additional seating, mutuels, bars and video board for family and group guests
- Enhance concession food options in Plaza de Mexico
- Replace rubber pavers on horse path and Paddock

1. Facilities in the restricted areas: SEE 18-E-1

19. SCHEDULE OF CHARGES

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

20. JOCKEYS/DRIVERS' QUARTERS

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

21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by Investigator S. Manila on May 5, 2023.
- B. Number of rooms used for housing on the backstretch of the racetrack: 443
- C. Number of restrooms available on the backstretch of the racetrack: 253
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: Restroom facilities available on the backstretch 253. Estimated ratio to the number of personnel - 1 restroom facility per 4 backstretch employees.

22. TRACK SAFETY

- A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition. The main track surface is a Dirt Running Surface. The surface consists of a 10" sandy loam on top of a layer of decomposed granite and 6" round perforated drain pipe on top of the existing dirt sub-base. The turf course consists of GN-1 Bermuda grass sod with a growing medium consisting of 9" of silica sand mixed with peat and turf grids blended into the top 6".

19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year. **No Price changes from 2022.**

Fall Meet 2023

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

- B. Describe any "Season Boxes" and "Turf Club Membership" fees:
No Changes from Fall 2022 in Season Boxes or Turf Club fees:

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

- C. Describe any "package" plans such as combined parking, admission and program:
Turf Club memberships include valet parking. All paid admissions and seat or table tickets include official programs. All seat and table tickets include admission in 2023.

- C. The percent of cross slope in the straightaways is: 2.5%
The percent of cross slope in the center of the turns is: 5%
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Fontana Inner rail: Aluminum. Outer rail: Galvanized Steel Tubing. Inner rail supports: Aluminum with 33" offset. Coverings: Fontana Safety panels. Approximate height of the top inner rail: 40". Turf Track: Inside running rail: Mawsafe pvc injection molded. Inside rail supports: Mawsafe pvc with 16" offset. Approximate height: 47". Outside running rail of the turf course is the same as the inside rail. Outside rail supports are the same as the inside rail supports. Approximate height 47".
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Tom Robbins, Executive VP Racing
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

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

EXHIBIT 16

DEL MAR THOROUGHBRED CLUB - UNION CONTRACTS CURRENTLY IN NEGOTIATION

UNION	SIGNATORY ASSOCIATIONS	JOB CLASSIFICATION	CONTRACT DATES
Teamsters Local 495 Auto Park	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Auto Park	July 2021 through June 30, 2024
Teamsters Local 495 Clockers/ Outriders	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Clockers / Outriders	July 2021 through June 30, 2024
Teamsters Local 495 Starters	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Starters	July 2021 through June 30, 2024
Teamsters 495 Racing	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing Officials	July 2021 through June 30, 2024
SEIU Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	Jan 1, 2023 through Jan 31, 2026
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	In Negotiations
Local #89	Del Mar Thoroughbred Club	Laborers	July 1, 2022-June 30, 2025
Local #542	Del Mar Thoroughbred Club	Tractor/Truck Drivers	January 1, 2020- January 1 2024
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club	Admissions / Public Events / Security / Janitorial	July 1, 2022-June 30, 2026



2023

FALL RACE MEET AGREEMENT

BETWEEN

DEL MAR THOROUGHBRED CLUB

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

NOVEMBER 10, 2023 – DECEMBER 3, 2023

TABLE OF CONTENTS

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

XXXI. FIRE AND DISASTER INSURANCE	24
XXXII. TOC COVENANTS	24
XXXIII. TRACK COVENANTS	25
XXXIV. MUTUALITY	25
XXXV. DEFAULT.....	25
XXXVI. INCONSISTENT LANGUAGE.....	26
XXXVII. FUTURE RACE MEET AGREEMENTS	26
XXXVIII. NOTICES	26
XXXIX. SUCCESSORS AND ASSIGNS	26
XL. MODIFICATIONS.....	27
XLI. INTERPRETATION.....	27
XLII. RESERVATION OF RIGHTS	27
EXHIBIT A 2023 DEL MAR FALL STAKES SCHEDULE*	28
EXHIBIT B 2023 DEL MAR FALL OVERNIGHT PURSE SCHEDULE*	29
EXHIBIT C INTERSTATE SIMULCAST AGREEMENTS	30
EXHIBIT D INTERNATIONAL SIMULCAST AGREEMENTS.....	31
EXHIBIT E APPROVED ADW PROVIDERS	32
EXHIBIT F FIRE AND DISASTER INSURANCE	33
EXHIBIT G MEDICATION REFORMS.....	34
EXHIBIT H.....	35

2023 FALL RACE MEET AGREEMENT

Del Mar Thoroughbred Club

November 10, 2023 through December 3, 2023

THIS AGREEMENT is entered into by and between Del Mar Thoroughbred Club (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2023 Fall Meeting, except as otherwise provided herein.

RECITALS

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

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

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

AGREEMENT

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

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing November 8, 2023, through December 5, 2023 which meet is hereinafter referred to as the "2023 Fall Meet." Live racing will commence November 10, 2023 and conclude December 3, 2023.

II.
PURSE DISTRIBUTION

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

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

III.
DISTRIBUTION ESTIMATION

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2023 Fall Meet, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this Agreement and law. However, if at the close of the 2023 Fall Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK.

In the event that there is an underpayment from the 2023 Fall Meet that is equal to or less than the current cumulative combined Summer and Fall Meet underpayment from purses as of December 31, 2022 ("cumulative underpayment"); the entire underpayment from the 2023 Fall Meet shall be applied to the cumulative underpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2023 Fall Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2023 Fall Meet, to the commencement of the 2024 Summer Meet or 2024 Fall Meet as determined by TOC and Track. The deficiency shall be based on actual purse monies collected by Track from intrastate and international satellite locations and advanced deposit wagering providers. One Hundred Percent

(100%) of the interest generated on the actual purse monies collected by Track shall be used for purses during TRACK's next meet commencing in 2024.

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

Representatives of TRACK and TOC shall consult with each other during the 2023 Fall Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2023 Fall Meet and not less than a bi-weekly basis during the 2023 Fall Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2023 Fall Meet.

IV. DAILY MUTUEL HANDLE

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2023 Fall Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2022 average daily purse generation, or in the event the purse projections for the 2023 Fall Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2023 Fall Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

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

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

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

V.

GROSS RACING DISTRIBUTION

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

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2022 Meet as provided in Section 19601(d) of the California *Business and Professions Code*.

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

VI.

TOC AND CTT DISTRIBUTIONS

TRACK shall pay to TOC and CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2023 Fall Meet the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2023 Fall Meet commencing November 8, 2023; the final payment shall be made on or before 10 calendar days following the close of the 2023 Fall Meet. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

VII.

NET RACING DISTRIBUTION

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

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

TRACK will pay and distribute in stakes and overnight purses for the 2023 Fall Meet a sum not less than 95-3/4% of the Gross Racing Distribution generated for the 2023 Fall Meet, and will pay the remaining up to 4-1/4% as set forth in Section 19613(b) and 19613.05(a) of the California *Business and Professions Code*.

By way of example only, and solely for clarification, if at said 2023 Fall Meet, TRACK's Gross Distribution was \$1,000,000.00, TOC would receive one percent (1%), \$10,000.00; 1-1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law. Up to 1-3/4% would be distributed to TOC for NTRA. The Net Distribution would be Nine Hundred Fifty-Seven Thousand Five Hundred Dollars (\$957,500.00).

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2023 Fall Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2023 Fall Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business and Professions Code* and one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California *Business and Professions Code*.

Track and TOC agree that the current balance in the purse account will be determined ten (10) days after the conclusion of Track's 2023 summer meet on September 10, 2023 and that Exhibit H will be submitted at this time and will provide reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit H or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit H, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underages; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

VIII. RACING PROGRAMS

A. Stakes Program

From the total purse distribution available for the 2023 Fall Meet, not more than One Million Nine Hundred and Fifty Thousand Dollars (\$1,650,000) (pending final approval by TOC)

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

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

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

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

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

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

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

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

The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees and supplemental fees previously announced for the above-referenced guaranteed stakes races, shall not be reduced during the course of the 2023 Fall Meet. Each guaranteed stakes race to be run during the 2023 Fall Meet shall require total fees of at least one

percent (1%) for each starter. All graded stakes races to be run during the 2023 Fall Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

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

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

B. Overnight Program

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

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2023 Fall Meet.

Purses paid for overnight races during the 2023 Fall Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC.

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

1. The minimum claiming price, other than maidens, will be \$8,000;
 2. The minimum purse, for all races other than maiden races, during the 2023 Fall Meet shall be determined;
 3. The minimum claiming price for maidens will be \$20,000 provided further that the minimum claiming price offered in Cal-Bred maiden races will be \$50,000;
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4. The minimum purse for maiden races, during the 2023 Fall Meet, shall be determined;
5. Purses for straight maiden races shall be determined ;
6. Purses paid for two- and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;
7. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;
8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be \$40,000;
9. Overnight purses shall be determined for each such race written, provided further that overnight stakes purses shall not exceed One Hundred Thousand Dollars (\$100,000.00) for each such race written, excluding supplements from the Cal-Bred Race Fund or any other supplements;
10. Purses for all races run during the 2023 Fall Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
 - Sixty percent (60%) of the purse to the winning owner.
 - Twenty (20%) for second;
 - Twelve (12%) for third;
 - Six (6%) for fourth; and,
 - Two (2%) for fifth.
11. A "Participation Purse" in the amount of \$500 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.
12. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run
13. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least seven separate wagering interests in the race; and,

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

C. California-Bred Incentive Program and Allowance Purse Increase

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

D. Other Conditions

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

1. TRACK will schedule only thoroughbred racing during its 2023 Fall Meet;
2. For each week of the Meet, Track shall use its best efforts to card a minimum of seven (7) races on weekdays and nine (9) races on Holidays, Saturdays and Sundays (the “Minimum Race Levels”). In the event that Track believes there are insufficient horses to fill the Minimum Race Levels or other reasons to reduce the Minimum Race Levels for any day, Track shall immediately notify the TOC of its concerns and the parties shall discuss in good faith what, if any, reduction in the Minimum Race Levels should be made for such day or to eliminate a race day. In no circumstance shall Track card less than the Minimum Race Level or eliminate a race day without the prior consultation with and consent of the TOC pursuant to this paragraph, which consent shall not be unreasonably withheld.

3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2023 Fall Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;
 4. The following are the workout criteria that will be in effect for the 2023 Fall Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2023 Fall Meet are as follows:
 - (a) For distances up to 5 ½ furlongs, all first-time starters must have a minimum of three timed workouts, one at least 1/2 of a mile. For distances six-furlongs and beyond, all first-time starters must have at least three timed workouts, one at a minimum of a 5/8 of a mile
 - (b) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; and one work during the last 30 days.
 - (c) Horses, which have not raced in 60 days: two works, with one during the last 30 days.
 - (d) Horses which have not raced in 30 days: one work at least 3/8-mile within those 30 days.
 - (e) Horsemen seeking to run a horse not meeting the workout criteria must obtain the permission of the Stewards.
 - (f) Imported Horses: The workout requirement will be waived for horses entering in a race within fourteen (14) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;
 5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2023 Fall Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2023 Fall Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.
 6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the
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purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary and the Board of Stewards;

7. TRACK agrees to use an "Also Eligible List" containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).
8. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.
9. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere, receive the same number of entries, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.
10. If and when allowed by government regulations, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.
11. TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes shall be the guest of the racetrack in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service; on that date the complimentary dining will be provided for a maximum of four (4) individuals per horse competing (restaurants and meals/drinks may be amended based on government regulations) ; further TRACK agrees to provide to the owner of a horse that starts in a Grade I, Grade II or Grade III Stakes Race during the 2023 Fall Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at TRACK's expense without right of reimbursement from TOC,

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

12. TRACK agrees to provide to TOC free, front side office space, acceptable to TOC, during TRACK's 2023 Fall Meet; and,
13. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such InCompass services data as is reasonably available and necessary to respond to TOC's request.
14. TRACK agrees to maintain, at no cost to TOC, appropriate “Finish Line” signage, equal in size and character to its own, in the first position past the finish lines on both the dirt and turf tracks during the TRACK's 2023 Fall Meet.
15. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.
16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy (“Policy”), which shall be in effect during the Meet. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a TRACK facility or competing in a race run at TRACK, who directly or indirectly participates in the transport of a horse from TRACK or other TRACK owned or operated facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at TRACK, or other off-track stabling facility over which TRACK exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from TRACK or other TRACK owned or operated facility where the ultimate intended result is the horse's slaughter.
17. TRACK AND TOC have mutually agreed to medication reforms which are specified in Exhibit G of this Agreement.

18. 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. Accordingly, TOC hereby authorizes and directs TRACK’S Paymaster of accounts to make the Per-Start Fee Deduction in the amount of \$146 from each owner’s paymaster account unless Post Time provides TRACK 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 DMTC Paymaster Vicki Layne at vicky@dmtc.com and bearing a subject line of “Notification of Owner Opt-Out of Per Start WC Fee”. Said notice is only effective upon receipt.

IX. UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2023 Fall Meet shall represent the standard or "norm" for the 2023 Fall Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book, provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated for the 2023 Fall Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

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

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2023 Fall Meet available to horsemen at least ten (10) days prior to opening day.

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

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

X.
CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2023 Fall Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the First Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

XI.
NUMBER OF HORSES IN A RACE

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2023 Fall Meet, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high-priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

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

XII.
MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2023 Fall Meet, and are ready to participate in such scheduled races, TRACK will run an average of not less than 2.5 maiden races per day during the 2023 Fall Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

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

and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

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

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

XIII. STALL ASSIGNMENTS

TRACK shall during the 2023 Fall Meet provide a minimum of 700 stalls and horse pens in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason or membership of any owner in TOC, or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC for examination, and TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2023 Fall Meet. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

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

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

may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements.

TRACK agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to the 2023 Fall Meet, be open, available, and in condition for training at no charge to horsemen at least five (5) days prior to the opening of the 2023 Fall Meet.

TRACK agrees that it will provide the following: stalls available by November 8; main track available November 8.

TRACK agrees that the main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2023 Fall Meet.

**XIV.
HOLDING (TRANSIT) BARN**

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2023 Fall Meet.

**XV.
FIRST POST TIME**

All Post times for the 2023 Fall Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes in Post time following the opening of the 2023 Fall Meet must be submitted concurrently to CHRB and TOC.

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

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

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

TRACK shall, at least sixty (60) days prior to the opening of its 2023 Fall Meet, notify the California Horse Racing Board and TOC which approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by

TRACK to such facilities other than such compensation as provided in the California Horse Racing Law and so long as each facility is recognized as an approved year-round training facility by the CHRB.

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

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

XVIII.
ACCESSIBILITY TO TRACK

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

XIX.
ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2023 Fall Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

XX.
CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized

auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2023 Fall Meet. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, and its Executive Director, “official” credentials for the 2023 Fall Meet, including but not limited to, an “official” credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

XXI. TRAINING FACILITIES

At all times during the 2023 Fall Meet, TRACK will cause the main track to be open at 5:30A.M. and to remain open until 9:30 A.M. every day of the week.

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

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

TRACK agrees, while horses are stabled at TRACK during its 2023 Fall Meet, to have a manned, operating starting gate for training on the main track six (6) days per week.

XXII. OWNERS' PROPRIETARY RIGHTS

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

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organization, its Rules

and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law.

TOC, on behalf of all owners participating in TRACK's 2023 Fall Meet, consents to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2023 Fall Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two (2) weeks after determination that the issue cannot be amicably resolved.

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

XXIII. RACE SPONSORSHIPS

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

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

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

XXIV.
INTRASTATE SIMULCASTING

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

XXV.
INTERSTATE SIMULCASTING (EXPORT)

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

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

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

TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the TRACK to be used for purses and retroactive payment of purses. TRACK believes that owners are not entitled to share net decoder revenues received by TRACK. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the

TOC Board of Directors resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XXVI.

INTERSTATE SIMULCASTING (IMPORT)

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

XXVII.

INTERNATIONAL SIMULCASTING (EXPORT)

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

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

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

XXVIII.

INTERNATIONAL SIMULCASTING (IMPORT)

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

XXIX.

INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2023 Fall Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on

Exhibit “E.” TOC consents to the simulcast of the specified races for the purposes of intrastate advance deposit wagering in accordance with the terms and conditions of TOC’s consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq.

In addition to any other terms set forth in the consent letters or otherwise required by law, TOC conditions its consent to the acceptance of advance deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACK during its 2023 Fall Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;
 2. Approved ADW providers’ “broadcast partners” agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACK during its 2023 Fall Meet, as negotiated and agreed to by both TRACK and TOC;
 3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 - #6 below; otherwise, items #4 - #6 shall not apply.
 4. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;
 5. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,
 6. Approved ADW providers agree that the audit and disclosure requirements referred to in sections XXIX (4) and (5) immediately above are as follows:
 - A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;
 - B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors
-

relating to wagers placed at a licensed California racing association and/or satellite facility;

- C. The end-of-meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:
- (i) Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen’s organization, and a provider to CHRIMS prior to the opening of each California race meet;
 - (ii) For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen’s organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;
 - (iii) Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;
 - (iv) The provider shall provide true, complete, and correct industry standard TRA Settlement and TAW data files, pertaining to all wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS on a daily basis by 8:00 a.m. Pacific Time following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen’s organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the “TRA Account Wagering File” becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of

providing both the “TRA Data File” and the California Account Wagering File; and,

- (v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- (vi) Provider shall each remit to CHRIMS a monthly data fee of \$2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XXX.

DAILY FANTASY SPORTS

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

XXXI.

FIRE AND DISASTER INSURANCE

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

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

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

XXXII.

TOC COVENANTS

During the term of this Agreement and as long thereafter as TRACK is not in violation of the terms of this Agreement or of applicable law, TOC will not instigate, promote, encourage or

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

**XXXIII.
TRACK COVENANTS**

During the term of this Agreement and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2023 Fall Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

**XXXIV.
MUTUALITY**

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

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

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

**XXXV.
DEFAULT**

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

**XXXVI.
INCONSISTENT LANGUAGE**

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

**XXXVII.
FUTURE RACE MEET AGREEMENTS**

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (1st) day of the Next Year Meet. TRACK shall notify TOC within 21 days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XXXI herein.

**XXXVIII.
NOTICES**

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

- (a) If to TRACK: Mr. Thomas S. Robbins
Executive Vice President, Racing
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, CA 92014 -0700

- (b) If to TOC: Mr. William A. Nader
President & CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

**XXXIX.
SUCCESSORS AND ASSIGNS**

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

**XL.
MODIFICATIONS**

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

**XLI.
INTERPRETATION**

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

**XLII.
RESERVATION OF RIGHTS**

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

DEL MAR THOROUGHBRED CLUB

9/5/23

Dated:



Mr. Josh Rubinstein
Chief Operating Officer

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

9/5/23

Dated:



Mr. William A. Nader
President & CEO

EXHIBIT A
2023 DEL MAR FALL STAKES SCHEDULE*

Pending

EXHIBIT B
2023 DEL MAR FALL OVERNIGHT PURSE SCHEDULE*

Pending

EXHIBIT C
INTERSTATE SIMULCAST AGREEMENTS

To be provided

EXHIBIT D
INTERNATIONAL SIMULCAST AGREEMENTS

To be provided

EXHIBIT E
APPROVED ADW PROVIDERS

To be provided

EXHIBIT F
FIRE AND DISASTER INSURANCE

Attached hereto.

EXHIBIT G
MEDICATION REFORMS

Attached hereto.

EXHIBIT H



Race Meet Agreement

Summer 2023 and Fall 2023

Between

Del Mar Thoroughbred Club

And

California Thoroughbred Trainers

July 12, 2023 – September 12, 2023

November 8, 2023 – December 5, 2023

Table of Contents

1. Term	1
2. Intentionally Omitted.....	2
3. CTT Distributions.....	2
4. Intentionally Omitted.....	2
5. Stall Applications	2
6. Stall Assignments	2
7. House Rules.....	4
8. Exclusion/Suspension of a Trainer	4
9. Holding (Transit) Barn	5
10. First Post Time	5
11. Interrupted Racing Schedules: Force Majeure	5
12. Stabling at and Vanning from Auxiliary Stabling Facilities	6
13. Accessibility to Track.....	6
14. Anti-Monopoly Provision.....	6
15. Credentials.....	7
16. Training/Stabling/Employee Housing Facilities	7
17. Track Safety.....	9
18. Signage & Trainer’s Proprietary Rights	10
19. Fire and Disaster Insurance	10
20. CTT Covenants.....	10
21. Track Covenants	10
22. Mutuality	10
23. Default	11
24. Inconsistent Language	11
25. Notice	11
26. Additional Terms.....	12
Exhibit A.....	14
Exhibit B	25
Exhibit C	27

**2023 Sumer and Fall Race Meet Agreement
Del Mar Thoroughbred Club & California Thoroughbred Trainers**

This Agreement is entered into by and between Del Mar Thoroughbred Club (“Track”) and the California Thoroughbred Trainers, Inc. (“CTT”) for the purposes of the 2023 Summer Race Meet and the 2023 Fall Race Meet at Track and becomes effective on July 12, 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 July 12, 2023 through September 12, 2023 (the “Summer Term”) and November 8, 2023 through December 5, 2023 (the “Fall Term”) (the Summer Term and the Fall Term may be collectively referred to herein as 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 Wednesday 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 make available at Track and approved auxiliary training facilities during each individual race meet which occurs during the Term, a minimum of 3,200 stalls in good condition for stabling.

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 forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) 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 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. To the extent that Track allocates more than forty (40) stalls to any one trainer based on the foregoing, Track agrees to immediately notify CTT of the actual number of stalls that have been allocated to such trainer.

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 prior to each individual race meet during the Term at no charge to horsemen in accordance with the 2023 Southern California Stabling and Vanning Agreement which was entered into by and between TOC and Track, among other parties ("Stabling Agreement"). Track agrees that the training track will be open, available and in condition for training prior to the Summer Term only at no charge to horsemen in accordance with the Stabling Agreement.

f. Track agrees that the main track will be open, available and in condition for training at no charge to horsemen following the conclusion of each individual race meet during the Term in accordance with the Stabling Agreement. Track agrees that the training track will be open, available and in condition for training only in conjunction with the Summer Term.

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 Arbitrators, 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.

a. Track shall at least sixty (60) days prior to each individual race meet which takes place during the Term, notify the CHRB and CTT of the offsite facility(ies) which is/are acceptable to Track as the auxiliary stabling facility(ies) so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track to such facility(ies) other than such compensation as provided in the California Horse Racing Law, and so long as the facility(ies) is recognized as an approved year-long training facility by the CHRB.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of Track's individual race meets which occurs during the Term. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 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 as provided for under applicable law.

d. Track agrees to provide an official vet at the offsite stabling facility(ies) at reasonable intervals to allow trainers to work horses for removal from the Vet's List.

e. Track agrees to provide to CTT a monthly report on the occupancy and/or availability of stalls both at Track and San Luis Rey Downs during each individual race meet which occurs during the Term.

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, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine; provided, however, that such machines are fully insured and meet all applicable safety standards.

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 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 Club House, 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 Summer Term which Track is scheduled to be open for training, Track will cause the main track to be open at 4:30 a.m. (roof lights when necessary) and to remain open for training until 10:00 a.m. every day of the week. The Track will be available for training seven (7) days a week. At all times during the Fall Term which Track is scheduled to be open for training, Track will cause the main track to be open at 5:30 a.m. (roof lights when necessary) and to remain open for training until 9:30 a.m. every day of the week. The Track will be available for training seven (7) days a week.

b. It is the intent of Track and CTT 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 the CTT) and be available for training seven (7) days a week on each day horses are stabled at Track.

c. Notwithstanding subsections (a) and (b) above, upon seven (7) days' notice to CTT, Track may, in order to accommodate construction or other projects or activities: (i) cancel training for the day or (ii) limit the hours of training on such day.

d. 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 main track, turf course or training track, or the entrance area to or from the main track, turf course or training track, 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.

e. Track agrees, while horses are stabled at Track during the Summer Term to have a manned, operating starting gate for training on the main track six (6) days per week. Track agrees, while horses are stabled at Track during the Fall Term to have a manned, operating starting gate for training on the main track four (4) days per week.

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

g. 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.

h. 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.

i. 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.

j. 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, 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, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track, training track and turf course surfaces, including, without limitation, to the extent they exist material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the Track may be closed for racing and/or stabling, including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by, and/or provided to Track, the CHRB, Breeders' Cup or other entity, 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, Breeders' Cup, or other entity, 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, turf course or training track must be licensed by the CHRB before said individual enters the main track, turf course or training track. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Del Mar Thoroughbred Club and the 22nd District Agricultural Association 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, turf course or training track. 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 Santa Anita Park, Golden Gate Fields, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Training Center, 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:

Josh Rubinstein
Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd.
Del Mar, CA 92014
josh@dmtc.com

With a copy to:

Chris Jaczko
Procopio, LLP
12544 High Bluff Drive, #400
San Diego, CA 92130
chris.jaczko@procopio.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.

The Parties have executed this Agreement effective as of July 12, 2023.

Del Mar Thoroughbred Club

By: _____

Name: Tom Robbins

Title: Executive Vice President, Racing

Date: 4/17/23

California Thoroughbred Trainers, Inc.

By: _____

Name: Alan F. Balch

Title: Executive Director

Date: 04/19/2023

Exhibit A

Del Mar Thoroughbred Club
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 Del Mar Thoroughbred Club ("DMTC") to race and stable horses at Del Mar during the 2023 Summer or Fall Race Meet, as applicable (each, individually referred to as 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. DMTC 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, DMTC 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 DMTC 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 Del Mar 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 Del Mar, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Del Mar, or any approved auxiliary training facility, within three (3) days after being requested by DMTC to do so; provided, however, that DMTC'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 DMTC 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 DMTC.

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 DMTC 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. DMTC 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. DMTC 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 Del Mar 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 DMTC, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will DMTC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Del Mar 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 Del Mar, 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 DMTC, promptly calling to the attention of DMTC 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. DMTC 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 DMTC for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. DMTC 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 DMTC if the smoke detector's battery is low and needs to be replaced. DMTC shall be responsible for making all necessary repairs or replacements to said smoke detectors. DMTC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk and Release of Liability.**

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 DMTC 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 Del Mar; (ii) Trainer or Trainer's employees, agents, or invitees while such person is on the premises of Del Mar; or (iii) which arose, directly or indirectly from training and racing activities while on the premises of Del Mar, whether caused by the negligence (in any form other than gross negligence) of DMTC or otherwise. The foregoing release of liability and covenant not to sue shall not apply if the Loss is caused by DMTC's gross negligence or willful misconduct.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Del Mar 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. DMTC 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. DMTC 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 DMTC.** 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 DMTC. 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 Del Mar unless written consent is first obtained from DMTC, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of DMTC, 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 DMTC.

22. DMTC 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 Del Mar), 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.** DMTC'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, DMTC may make an Adverse Action so long as DMTC 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 DMTC protocols, rules, or regulations, provided such DMTC 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 DMTC 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. DMTC'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 DMTC are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and DMTC 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 DMTC 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 DMTC 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 DMTC and Trainer, (vii) any claim by either DMTC 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 DMTC, from bringing any class, collective, or representative action against DMTC 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 25(d)(iv):

i. Venue; Arbitrator Selection Process. The Arbitration shall be heard in San Diego 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 DMTC, 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 DMTC shall pay such fees in their entirety, and any amount of Arbitration fees that DMTC 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 DMTC 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 DMTC 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’ and a ‘Non-Short-Term Exclusion.’ A ‘Short-Term Exclusion’ is an exclusion or limitations on training or racing at Del Mar 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 Del Mar 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. DMTC shall have the initial burden to establish that (A) it had a reasonable belief that one or more specified grounds existed, (B) it acted in good faith, (C) it acted on the basis of a fair and substantial reason, (D) it did not discriminate, and (E) 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 25(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 DMTC’s Trainer Exclusion/Suspension Process, a copy of which is available in the DMTC’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 DMTC in writing that it wishes to formally challenge DMTC's Adverse Action. Within two (2) business days of DMTC's receipt of Trainer's notification, DMTC 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 DMTC and the CTT.

C. Exchange of Documents; Discovery. DMTC 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 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 DMTC's Adverse Decision was not made in accordance with California law, the Arbitrator may order DMTC 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 DMTC, 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 DMTC shall pay such fees in their

entirety, and any amount of Arbitration fees that DMTC 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 DMTC 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. Water Usage Warning. DMTC is working to reduce water usage. All Trainers and their employees are required to minimize water usage. Routine inspections may be made to determine if there is excessive use, such as unattended flowing hoses and similar practices.

27. 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 San Diego 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 DMTC or Trainer. Except for DMTC 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 Del Mar Terms and Conditions of Stabling and Racing (the “Agreement”) are available at Del Mar’s racing office and available for download at *www.dmtc.com*. _____
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 Del Mar Thoroughbred Club 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 Del Mar Thoroughbred Club, 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 Del Mar 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 that reasons stated in the Letter).

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 April 1, 2023 (the "Effective Date") by and between the Del Mar Thoroughbred Club, Inc. ("DMTC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

RECITALS

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

AGREEMENT

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

- 1. **TERM** This Agreement shall take effect on July 10, 2023 and shall continue through December 10, 2023 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this Agreement upon twenty-four (24) hours' notice.
- 2. **COST TO HORSEMEN** The owner shall pay to DMTC (on a per administration basis) an amount equal to forty dollars (\$40) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. DMTC may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

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

4. RACE DAY LASIX ADMINISTRATION PROGRAM

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

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

5. TOC and CTT COVENANTS

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

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

6. MISCELLANEOUS

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

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

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

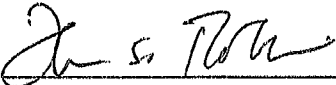
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures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

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

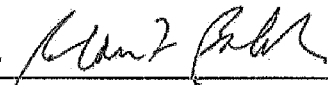
f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have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

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

DEL MAR THOROUGHBRED CLUB, INC.

By: 
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2023

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: 
Name: Alan F. Balch
Title: Executive Director
Date: April 1, 2023

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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

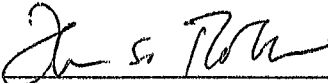
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The Parties have entered into this Agreement as of the date first written above.

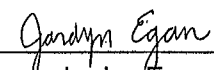
DEL MAR THOROUGHBRED CLUB, INC.

By: 
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2023

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: 
Name: Jordyn Egan ¹
Title: Executive Director ²
Date: March 30, 2023 ³

3rd PARTY LASIX ADMINISTRATION AGREEMENT

- 1. EXHIBIT A
DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL – ATTACHED**

- 2. EXHIBIT B
MEDICATION ADMINISTRATION PROTOCOL – ATTACHED**

EXHIBIT A

DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL

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

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.
2. All horses to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.
3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.
4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.
5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

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

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

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

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

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

EXHIBIT B

MEDICATION ADMINISTRATION PROTOCOL

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

7. Administration of the medicine.

a. The furosemide veterinarian, or technician, shall:

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

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Time of administration.

ii. Barn/stall (if not previously noted)

iii. Furosemide dose.

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

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

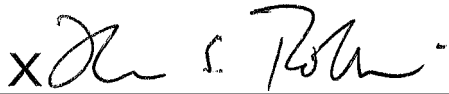
e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form.

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

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.



Signature

TOM ROBBINS

EXECUTIVE VP RACING

8/11

Print Name

Print Title

Date

Agenda Item 3

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCH AND WAGER LLC (H), AT CAL EXPO, COMMENCING NOVEMBER 1, 2023, THROUGH MAY 7, 2024, INCLUSIVE.

Regular Board Meeting
 October 19, 2023

Application: Watchandwager.com, LLC at Cal Expo

Breeds: Standardbred (harness)

Board Allocated Dates: Grey/shaded

Racing Dates: Blue/shaded, bold

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						

JANUARY 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024						
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		

MARCH 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	No auxiliary stabling needed.	Rule 1420(q)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	No auxiliary stabling needed.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid till 6/12/24. Received request for exemption from 45-day provision of Rule 1927.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Valid until 5/17/24.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inspection has been requested and will be completed prior to start of race meet.	Rule 1471(g)
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Oak River Insurance Company policy effective 8/3/23, expires 8/3/24.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	California Harness Horsemen's Association – received 7/27/23.	Rule 2044
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inclement Weather Policy – received 8/10/23. Concussion Protocol Policy – received 9/14/23. Track Emergency Procedures – received 9/14/23.	

Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 185-193	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 197-207	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 185-186	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 190-191	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 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

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

The logo for Watch and Wager features the words "watch" and "wager" in a white, lowercase, sans-serif font. A small red triangle with the word "and" in white is positioned between the two words. The entire logo is set against a solid black rectangular background.

Operating Harness Racing at Cal Expo

September 3, 2023

Adoption of CHRB Track Veterinarian Emergency Procedures

Watch and Wager LLC operator of Standardbred racing at Cal Expo hereby adopts the CHRB Track Veterinarian Emergency procedures policy as outlined on the CHRB website.



Operating Harness Racing at Cal Expo

RE: Adoption of Concussion Management and return to Drive guidelines

Watch and Wager LLC operator of Cal Expo harness racing adopts the concussion guidelines set out on the CHRB website. In all cases where a jockey is referenced, for our purposes it will be driver.



Operating Harness Racing at Cal Expo

Scott Chaney
California Horse Racing Board
Executive Director
1010 Hurley Ave
Sacramento, CA 95825

August 01, 2023

Re: Adoption of CHRB inclement weather policy for 2023/2024 Harness Meeting

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing hereby adopts the CHRB inclement weather policy as outlined on the CHRB website. Some references in the policy to Thoroughbred track care and grooming would not be applicable to our breed. But overall, we agree with the goals and intent of the policy.

Sincerely,

Christopher Schick

Christopher J. Schick
General Manager

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

1. APPLICANT ASSOCIATION

- A. Name, mailing address, telephone, fax numbers, and the email address for association's contact person: Watch and Wager.com LLC, 700 Larkspur Landing Circle, Suite #199, Larkspur, CA, 94939 Ed Comins, ecomins@watchandwager.com 925-336-4499
- B. Breed of horse: Thoroughbred Quarter Horse Harness
- C. Racetrack name: California Exposition & State Fair (Cal Expo)
- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. License fee on deposit with Racing Board.
- E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes No
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: November 1, 2023 through May 7, 2024
- B. Actual dates racing will be held: November 17, 24, 26 December 1, 3, 8, 10, 15, 17, 26, 29,30
January 5, 7, 12, 14, 19, 21, 26, 28 February 2, 4, 9, 10, 16, 18, 23, 25 March 1, 3, 8,
10, 15, 17, 22, 24, 29, 31 April 5, 7, 12, 14, 19, 21, 26, 28, May 3.
- C. Total number of days or nights of racing: 47. Calendar attached.
- D. Days or nights of the week races will be held: Friday & Sunday evenings
Wednesday – Sunday Tuesday – Saturday Other (specify)

CHRB CERTIFICATION

Application received: 7/27/23
Deposit received: On file
Reviewed: NLG

Hearing date: 10/19/23
Approved date:
License number:



CALEXPO Racing CALENDAR

**November 17, 2023
through May 3, 2024**

47 Racing Dates

November 2023						
Sun	M	T	W	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

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

LIVE Harness Racing
FRIDAY Post time 6:45 pm/pst

SUNDAY Post time 4:55* pm/pst
*or 15 minutes after the last Cal. T-bred race

Special TUESDAY^ card (12/26)
Post time 4:55 pm/pst

Special SATURDAY* cards (12/30; 2/10)
Post time 6:05 pm/pst

January 2024						
Sun	M	T	W	Th	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Sun	M	T	W	Th	Fri	Sat
				1	2	3
4	5	6	7	8	9	*10
11 Super Bowl	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

NO RACING on
SUPER BOWL SUNDAY
(2/11)

March 2024						
Sun	M	T	W	Th	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Sun	M	T	W	Th	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Sun	M	T	W	Th	Fri	Sat
			1	2	3	4

Watch and Wager LLC, Operator Cal Expo Harness Racing

25 Cadillac Drive, Suite 201 • Sacramento, CA 95825

Website: CalXHarness.com • Email: info@goldenbearracing.com • Phone: 916-800-1395

- E. Number of days or nights of racing per week: 2

3. RACING PROGRAM

- A. Total number of races: Up to 611
- B. Number of races for each day or night: Up to 13
- C. Total number of stakes races: 45
- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.
1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.
 2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). . We have added two Cal Sired aged events both for \$30,000. We have added the Will Meyers claiming series. No deletions.
 3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. None
- E. Will provisions be made for owners and trainers to use their own registered colors?
Yes No
If no, which racing colors are to be used? Drivers and Trainers will use their own registered colors.
- F. List all post times for the daily racing program. Friday 6:45 Sunday 4:55 or 15 minutes past the last California Thoroughbred race. Tuesday December 26th 4:55 Saturday December 30th and Saturday February 10th 5:45

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

4. RACING ASSOCIATION

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



watch AND wager · CAL EXPO
2024 California Sire Stakes
2023-24 Late Closers



<u>Dates</u>	<u>Program</u>	<u>Event Title</u>	<u>CASS</u>	<u>L/C-O/N</u>	
11/24 – 11/26	L/C	Will Meyers Elim.....		\$ 5,000	
12/1 – 12/3	L/C	Will Meyers Final.....		15,000	Added
12/1 – 12/3	L/C	Funicello/Holt Elim (F&M)		5,000	
12/8 – 12/10	L/C	Funicello/Holt Final (F&M)		12,500	Added
12/15 – 12/17	L/C	Donald Arnstine Elim.....		5,000	
12/26	L/C	Donald Arnstine Final.....		12,500	Added
12/30	L/C	Jack Williams Elim (F&M)		6,000	
1/5 – 1/7	L/C	Jack Williams Final (F&M).....		15,000	Added
1/12 – 1/14	L/C	Joe Alto (F&M)		12,500	Guar.
1/12 – 1/14	L/C	Wiseman Elim		6,000	
1/19 – 1/21	L/C	Wiseman Final		15,000	Added
1/26 – 1/28	L/C	Joe Lighthill.....		12,500	Guar.
1/26 – 1/28	L/C	Goldschmidt		12,500	Guar.
2/2 – 2/4	CASS	4 yo Horses & Geldings	\$ 20,000		
2/2 – 2/4	CASS	4 yo Mares.....	20,000		
2/9 – 2/10	L/C	Maiden Stake H & G (CASS Elig)		6,000	
2/9 – 2/10	L/C	Maiden Stake Mares (CASS Elig)		6,000	
2/16 – 2/18	CASS	3 yo Colt & Gelding Pace	20,000		
2/16 – 2/18	CASS	3 yo Filly Pace.....	20,000		
3/1 – 3/3	CASS	4 yo Horses & Geldings	20,000		
3/1 – 3/3	CASS	4 yo Mares.....	20,000		
3/8 – 3/10	CASS	3 yo Colt & Gelding Pace	20,000		
3/8 – 3/10	CASS	3 yo Filly Pace.....	20,000		
3/8 – 3/10	O/N	DHA F&M FFA		12,500	Guar.
3/15 – 3/17	O/N	Budahn FFA Trot		12,500	Guar.
3/15 – 3/17	O/N	DHA FFA.....		12,500	Guar.
3/22 – 3/24	CASS	4 yo Horses & Geldings	20,000		
3/22 – 3/24	CASS	4 yo Mares.....	20,000		
3/29 – 3/31	O/N	Kirschenbaum DHA F&M.....		12,500	Guar.
4/5 – 4/7	CASS	3 yo Colt & Gelding Pace	20,000		
4/5 – 4/7	CASS	3 yo Filly Pace.....	20,000		
4/5 – 4/7	O/N	Don Fowler DHA C&G.....		12,500	Guar.
4/12 – 4/14	CASS	4 yo Horses & Geldings	20,000		
4/12 – 4/14	CASS	4 yo Mares.....	20,000		
4/12 – 4/14	O/N	Breed F&M FFA		12,500	Guar.
4/19 – 4/21	O/N	Arnold FFA		12,500	Guar.
4/19 – 4/21	O/N	Vallandingham DHA F&M FFA		30,000	Guar.
4/19 – 4/21	CASS	3 yo Colt & Gelding Pace	20,000		
4/19 – 4/21	CASS	3 yo Filly Pace.....	20,000		
4/26 – 4/28	O/N	Horowitz DHA FFA		30,000	Guar.
4/26 – 4/28	O/N	Bergstein FFA Trot		12,500	Guar.
5/3	CASS	4 yo Horse & Gelding Championships..	50,000		
5/3	CASS	4 yo Mare Championships	50,000		

TOTALS \$420,000 \$305,500



Late Closers and Sires Stakes Schedule

Watch and Wager LLC @ Cal Expo Harness 2023-2024			Watch and Wager LLC @ Cal Expo Harness 2022-2023			Watch and Wager LLC @ Cal Expo Harness 2021-2022		
11/26	Will Meyers Elim	5,000	11/25	Arnstine Elim	5,000	12/3	Don Arnstine	10,000
12/4	Will Meyers Final	12,500A	11/27	Vallandingham Elim	5,000	12/5	Gene Vallandingham	15,000
12/4	Funicello/Holt Elim (F&M)	5,000	12/2	Arnstine Final	12,500A	12/10	Dave Goldschmidt	10,000
12/11	Funicello/Holt Final (F&M)	12,500A	12/4	Vallandingham Final	20,000	12/12	Joe Lighthill	10,000
12/18	Don Arnstine Elim	6,000	12/9	Funicello/Holt Elim	5,000	12/17	Funicello/Holt	10,000
12/26	Don Arnstine Final	12,500A	12/9	Goldschmidt	12,500	12/17	Joe Alto	10,000
12/30	Jack Williams Elim (F&M)	6,000	12/11	Horowitz Leg 1	7,500	12/19	Alan Horowitz	20,000
1/8	Jack Williams Final (F&M)	15,000A	12/11	Joe Lighthill	12,500	1/2	Jack Williams Elim	6,000
1/14	Joe Alto (F&M)	12,500	12/16	Funicello/Holt Final	12,500A	1/9	Jack Williams Final	12,500
1/14	Wiseman Elim	6,000	12/18	Horowitz Leg 2	7,500	1/16	Gordon Elim	6,000
1/21	Wiseman Final	15,000A	12/18	Joe Alto	12,500	1/23	Gordon Final	12,500
1/28	Joe Lighthill	12,500	12/26	Horowitz Final	30,000	1/28	4 YO Filly Pace	20,000
1/28	Goldschmidt	12,500	1/1	Jack Williams Elim	6,000	1/30	4 YO C&G Pace	20,000
2/4	4 YO C&G	20,000	1/8	Jack Williams Final	15,000A	2/18	3 YO Filly NW \$10K LT	7,500
2/4	4 YO Fillies	20,000	1/15	Wiseman Elim	7,500	2/18	4 YO Filly Pace	20,000
2/10	Maiden Stake F (CASS Elig)	6,000	1/22	Wiseman Final	15,000A	2/20	3 YO C&G NW \$10K LT	7,500
2/10	Maiden Stake CG (CASS El)	6,000	1/29	4 YO C&G	20,000	2/20	4 YO C&G Pace	20,000
2/18	3 YO C&G	20,000	1/29	4 YO Mares	20,000	3/4	3 YO Filly NW \$15K LT	10,000
2/18	3 YO Fillies	20,000	2/5	DHA F&M FFA	12,500	3/6	3 YO C&G NW \$15K LT	10,000
3/3	4 YO C&G	20,000	2/12	DHA FFA	12,500	3/6	Budahn FFA Trot	10,000
3/3	4 YO Fillies	20,000	2/19	3 YO C&G NW \$10K LT	7,500	3/11	4 YO Filly Pace	20,000
3/10	3 YO C&G	20,000	2/19	3 YO Fillies NW \$10K LT	7,500	3/13	4 YO C&G Pace	20,000
3/10	3 YO Fillies	20,000	2/26	4 YO C&G	20,000	3/13	Kirschenbaum DHA F&M	10,000
3/10	DHA F&M FFA	12,500	2/26	4 YO Mares	20,000	3/18	3 YO Filly Pace	15,000
3/17	Budahn FFA Trot	12,500	3/5	3 YO C&G NW \$15K LT	10,000	3/20	4 YO C&G Pace	15,000
3/17	DHA FFA	12,500	3/5	3 YO Fillies NW \$15K LT	10,000	3/25	4 YO Filly Pace	20,000
3/24	4 YO C&G	20,000	3/5	Budahn FFA Trot	12,500	3/27	4 YO C&G Pace	20,000
3/24	4 YO Fillies	20,000	3/12	4 YO C&G	20,000	3/27	Don Fowler DHA C&G	10,000
3/31	Kirschenbaum DHA F&M	12,500	3/12	4 YO Mares	20,000	4/1	3 YO Filly Pace	15,000
4/7	3 YO C&G	20,000	3/19	3 YO C&G	15,000	4/3	3 YO C&G Pace	15,000
4/7	3 YO Fillies	20,000	3/19	3 YO Fillies	15,000	4/10	Bergstein Trot	10,000
4/7	Don Fowler DHA FFA	12,500	3/19	Kirschenbaum DHA F&M	12,500	4/15	3 YO Filly Pace	15,000
4/14	4 YO C&G	20,000	3/26	Don Fowler DHA C&G	12,500	4/15	4 YO Filly Pace	50,000
4/14	4 YO Fillies	20,000	4/2	3 YO C&G	15,000	4/15	4 YO C&G Pace	50,000
4/14	Breed F&M FFA	12,500	4/2	3 YO Fillies	15,000	4/17	3 YO C&G Pace	15,000
4/21	Arnold FFA	12,500	4/9	4 YO C&G	20,000	4/17	Breed F&M Pace	10,000
4/21	Vallandingham DHA FFA	30,000	4/9	4 YO Mares	20,000	4/24	Arnold Pace	10,000
4/21	3 YO C&G	20,000	4/14	Breed F&M Pace	12,500			
4/21	3 YO Fillies	20,000	4/16	Arnold Pace	12,500			
4/28	Horowitz DHA FFA	30,000	4/23	Bergstein Trot	12,500			
4/28	Bergstein FFA Trot	12,500	4/23	3 YO C&G	15,000			
5/3	4 YO C&G	50,000	4/23	3 YO Fillies	15,000			
5/3	4 YO Fillies	50,000	4/30	4 YO C&G	50,000			
			4/30	4 YO Mares	50,000			



Cal Expo Harness Racing

2023/2024 Meeting

	Friday	Sunday	Monday	Saturday
Race 1	6:45	4:55	4:55	5:45
Race 2	7:07	5:17	5:16	6:08
Race 3	7:29	5:44	5:38	6:32
Race 4	7:52	6:10	6:00	6:56
Race 5	8:15	6:38	6:22	7:20
Race 6	8:40	7:06	6:44	7:44
Race 7	9:02	7:34	7:06	8:08
Race 8	9:24	8:02	7:28	8:32
Race 9	9:46	8:30	7:50	8:56
Race 10	10:08	8:58	8:12	9:20
Race 11	10:29	9:20	8:34	9:44
Race 12*	10:50	9:42	8:56	10:08
Race 13*	11:11	10:04	9:18	10:32

* If applicable

Note: Cal Expo will coordinate its post times with Los Alamitos and any other twilight or nighttime California thoroughbred signal. Monday post time is December 26th. Saturday post time is December 30th and February 10th.

Ownership.

C. CORPORATION

1. Registered name of the corporation: Watch and Wager.com LLC
2. State where incorporated:
3. Registry or file number for the corporation:
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes No
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
 - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes No
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes No
If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC: Watch and Wager.com LLC
2. State where articles of organization are filed: Nevada
3. Registry or file number for the LLC: C20120420-0901
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes No
If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
European Wagering Services 100 % Shareholder



Operating Harness Racing at Cal Expo

Attachment for license application item 4D4

Watch and Wager.com LLC

Ed Comins Managing Member 100% of shares

- a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes No

If no, proceed to section F. If yes, answer questions 7 through 12, below.

7. Registered name of the LLC/Corporation: Watch and Wager.com Ltd.
8. State where articles of organization are filed: Isle of Man, United Kingdom
9. Registry or file number for the LLC: # 0984CC2
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed: AIM (London Stock Exchange)

E. OTHER

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

F. FINANCIAL INFORMATION *

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Ed Comins- President & Managing Member, Watchandwager.com LLC.

Watchandwager.com LLC has entered into a management operating agreement with Golden Bear Racing LLC. Golden Bear Racing LLC is registered in the State of California. There



Operating Harness Racing at Cal Expo

Attachment for license application number 4D10

Watch and Wager.com LTD

Denham Eke Chairman. 50% Shares
Ed Comins Managing Director 50% Shares

are two members of Golden Bear LLC, Benjamin Kenney and Christopher Schick. Golden Bear will operate on behalf of Watchandwager.com LLC the day-to-day operations of the proposed harness meeting. A copy of that management agreement is on file with the Board.

Christopher Schick	General Manager
Benjamin Kenney	Assistant General Manager
Kate Phariss	Director of Backstretch Operations
Glen Harris	Mutuel Manager
John Robert Williams	Track Superintendent
Martin Bridges	Program Director

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Christopher Schick and/or Benjamin Kenney, 25 Cadillac Drive #201, Sacramento, CA 95825. E-Mail: chris@goldenbearracing.com; ben@goldenbearracing.com

5. TAKE OUT PERCENTAGE

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

Yes No

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage. Wager(s) to be adjusted:

Proposed percentage: %

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

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

6. HANDLE HISTORY

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

Year	Handle	Attendance
2022	69,836,335	43,745
2021	72,635,929	20,949
2020	68,550,634	49,408
2019	56,158,860	101,139
2018	52,681,876	121,562

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate:	\$2,213,700
Prior meet actual:	\$1,822,000

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

Current meet estimate:	\$47,100
Prior meet actual:	\$46,718

2. Overnight stakes:

Current meet estimate:	\$290,000
Prior meet actual:	\$284,500

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

Current meet estimate:	\$6,170
Prior meet actual:	\$7,295

3. Non-overnight stakes:

Current meet estimate:	\$425,000
Prior meet actual:	\$420,000

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

Current meet estimate:	\$9,043
Prior meet actual:	\$10,769

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

Current meet estimate:	\$2,928,700
Prior meet actual:	\$2,526,500

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:	59.44%
Prior meet actual:	59.62%

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

Current meet estimate:	1.27
Prior meet actual:	1.53

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

Current meet estimate:	\$24,000
Prior meet actual:	\$23,397

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

Recognized Horsemen's Organization

Current meet estimate:	Prior meet actual:
------------------------	--------------------

108,000

\$105,009

Total: \$108,000

Total: \$105,009

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

Current meet estimate: \$3,060,700

Prior meet actual: \$2,654,906

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

Current meet estimate: \$65,121

Prior meet actual: \$68,075

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: \$460,000

Prior meet actual: \$446,764

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

Current meet estimate: \$9,787

Prior meet actual: \$11,455

G. Purse funds to be generated from interstate handle:

Current meet estimate: \$260,000

Prior meet actual: \$253,084

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

Current meet estimate: \$5,532

Prior meet actual: \$6,489

H. Bank and account number for the Paymaster of Purses' purse account: Union Bank... Account number is on file with the Board.

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Kevin Riley CPA, 3838 Watt Ave Suite E-500, Sacramento, Ca 95821 916 488 8360, Kevin@rmb-cpa.com

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of

purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: 800
- B. Minimum number of stalls believed necessary for the meeting: 625
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 1,040
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A
- H. State estimated cost to provide vaning from off-site stalls for this meeting. Show fees to be paid for vaning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: Layne Schloeder DVM 916 206 7542
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

10. PARI-MUTUEL WAGERING PROGRAM

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

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

Schedule of Racing Veterinarian at Cal Expo 2023/2024

Monday:	No training main track closed.
Tuesday:	Racing Veterinarian training 7am till 12 noon.
Wednesday:	Racing Veterinarian training 7am till 12 noon
Thursday:	Racing Veterinarian training 7am till 12 noon
Friday:	Racing Veterinarian training 7am till 12 noon Track Veterinarian live racing 6:45 till 10:45pm
Saturday:	Racing Veterinarian training 7am till 12 noon
Sunday:	Racing Veterinarian training 7am till 12 noon Track veterinarian live racing 5pm till 10:15

Cal Expo has no auxiliary training sites.

Racing Veterinarian is Dr. Layne Schloeder DVM

Track Veterinarians are Dr. Laura Saldinger DVM, and

Dr. Bridget Ratliff DVM

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	1E, 1DD, 0.20 Tri, 0.20 PNP5	1959, 1957, 1979, 1976.9
Race #2	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #3	1E, 0.20 Tri, 0,20 .PN P7	1959, 1979, 1979.1 ARCI 004-105-(g)(2)(g) Method 7
Race #4	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #5	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #6	1E, 0.20 Tri, ,10 SF	1959, 1979, 1979.1
Race #7	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #8	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #9	1E, 0.20 Tri, .10SF 3 PK3	1959, 1979, 1979.1 1977
Race #10	1E, 0.20 Tri, .20 PNP4	1959, 1979, 1976.9
Race #11	1E, 0.20 Tri, .10 Super H5	1959, 1979. ARCI 004-105-X (4) Option 3
Race #12	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #13	1E, 0.20 Tri, .10SF, 1DD	1959, 1979. 1979.1, 1957

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. We have changed the Pick-6 to a Pick 7 wager. We propose to use the same exact rule as was used for the previous PN^ wager. We also propose adding a \$3 minum Pick 3 as our final Pick Three of the evening,
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: May 3,2024
- D. List any options requested with regard to exotic wagering. We request to continue our promotional 16% takeout on both our PN4 and PN5 wagers. These reduced takeout promotional rates have proven very popular.
 Request for Friday \$25,000 Guaranteed Pick-4 Pool
 Request for Sunday \$30,000 Guaranteed Pick-4 Pool

Attached is a letter requesting the reduced takeout promotional wagers.

- E. Will "advance" or "early bird" wagering be offered? Yes No
 If yes, when will such wagering begin? Specify days and time for “early bird” wagering. 10 AM all live race days.
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Amtote International...Statewide contract, contract expires 12/31/2023
- G. List below the takeout percentage for each type of wager identified in 10.A.

TAKEOUT PERCENTAGE
 (Example) PNP5-14%

Race #1 WPS 17.43% E24.18% Pick-5 16% Tri

California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888; fax (916) 263-7887

June 30, 2023

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

Dear Mr. Chaney:

The California Harness Horsemen's Association consent is herein given for the various wagering formats, including the use of wagers with reduced take-outs that are presented in the license applications that has been submitted to the California Horse Racing Board by Watch & Wager, LLC in order to conduct harness racing at Cal Expo beginning November 17, 2023 and concluding in May 2024.

Sincerely,
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION



Jimmy Perez,
Executive Director



Operating Harness Racing at Cal Expo

Promotional Wager Takeout Reduction Request

Cal Expo 2023/2024 Meeting

Watch and Wager.com LLC, and the California Horseman's Association jointly request a reduction in takeout for three nightly wagers on the program. The wagers requested for reduction are for both \$0.20 Pick-5 wagers, and the \$0.20 Pick-4 wager. The normal takeout rate for those wagers would be 24.18%, we are requesting a reduced 16% takeout on the above nightly wagers.

Business and Professions code 19610.8 states that upon joint request of the association or fair accepting the wager, and the organization representing the horseman and horsewomen participating in the meeting of the association accepting the wager, the board may set the total percentage deducted from the pari-mutuel pool for any new wager introduced after Jan 1, 2004 in an amount of at least 10% but not more than 30% of the total amount handled in the pari- mutuel pool for the wager.

The California Harness Horseman's Association has approved this joint request of reduction of takeout on the above stated wagers.

For the past eleven years the requested promotional wagers at 16% have proved very popular. We ask the board to approve the continuation of reduced takeout for the above nightly promotional wagers.

	24.18% DD 24.18%
Race #2	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #3	WPS 17.43 % E24.18% Tri 24.18% PN 7 24.18%
Race #4	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #5	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #6	WPS 17.43% E 24.18% Tri 24.18 Super 24.18%
Race #7	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #8	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #9	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #10	WPS 17.43% E 24.18% Tri 24.18% P4 16.00 %
Race #11	WPS 17.43% E 24.18% Tri 24.18% Super Hi 5 24.18%
Race #12	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #13	WPS 17.43% E 24.18% Tri 24.18% Super 24.18% DD 24.18%

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting.
Watchandwager.com, TVG, Twinspires, NYRA Bets, Lien Games
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts been approved by the respective horsemen's groups?
Yes No
If yes, attach a copy of the approval. If no, explain the status of the approval.

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

12. SIMULCAST WAGERING PROGRAM

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

California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888

June 30, 2023

Mr. Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney:

This letter is to acknowledge our support for and approval of the out-of-state simulcasting of the nightly California harness races from Watch & Wager at Cal Expo in Sacramento, CA to Board approved in-state-and out-of-state simulcast venues during the period of time that Watch & Wager is conducting its harness race meet at Cal Expo. This also approves the use of live harness racing for wagering by ADW providers that have been approved by the Board and have an agreement with Watch & Wager as required by California B&P Code, Section 19604.

These approvals shall commence with the scheduled harness meet on November 17, 2023 and extend through the final day of racing in May of 2024. It should be noted that the CHHA does reserve the right to withdraw its approval upon notification to the Board by a 15 day written notice.

We are please to work with Watch & Wager to send the audio and visual signals of our nightly live races to satellite wagering venues and ADW providers that are licensed by the California Horse Racing board.

Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION



Jimmy Perez

Executive Director

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

- C. California simulcast facilities the association proposes to offer its live audiovisual signal: All CHRB licensed California simulcast wagering facilities, card rooms, Indian gaming centers, mini satellites, and racetracks.
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: See Attached
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: See Attached
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: All licensed California mini-satellite sites.
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Hawthorne	TBD	Selected Feature
Northfield Park	TBD	Selected Feature
Yonkers Raceway	TBD	Selected Feature
Woodbine Harness	TBD	Selected Feature

Watch & Wager LLC @ Cal Expo Harness

OUT OF STATE SIMULCAST WAGERING LOCATIONS

2023/2024 Meeting

American Tab, Oregon
Capitol District OTB, New York
Catskill Region OTB, New York
Connecticut OTB, Connecticut
Downs at Albuquerque, New Mexico
Elite Turf Club,
Fire Lake Casino, Oklahoma
Foxwoods Casino, Connecticut
Fraser Downs, BC, CAN
Freehold Raceway, New Jersey
Game Play Network
Harrah's Philly, PA
Harrington Raceway, Delaware
Hastings Park, BC, CAN
Hawthorne Racecourse, Illinois
Hippodrome de Montreal, QUE, CAN
Hoosier Park, Indiana
Illinois OTB, Illinois
Indianapolis Downs, Indiana
Las Vegas Dissemination, Nevada
Les Bois Park, Idaho
Lien Games LLC
Lone Star Park, Texas
Meadowlands Racetrack, New Jersey
Mesquaki Casino, Iowa
Mohawk Racetrack, ONT, CAN
Nassau Region OTB, New York
Nevada Pari-mutuel Association, Nevada
Northfield Park, Ohio

Northville Downs, Michigan
Ocean Downs, Maryland

Penn National Gaming, Pennsylvania
Philadelphia Park, Pennsylvania
Plainridge Park, Massachusetts
Premiere Gateway
Racing Channel, Oregon
Racing & Gaming Services, St. Kitts
Rosecroft Raceway, Maryland
Sam Houston Park, Texas
Saratoga Harness, New York
Scioto Downs, Ohio
Southland Greyhound, Arkansas
Sports Creek Raceway, Michigan
Suffolk Downs, MA
Suffolk Regional OTB, New York
Sunland Park, New Mexico
TAB Australia
TAB New Zealand
Television Games Network (TVG)
Thistledown, Ohio
The Downs at Albuquerque, New Mexico
The Meadows, PA
The Red Mile, Kentucky
Tri-State Greyhound, WV
TwinSpires.com
Watch and Wager.com LLC, ND
Western Fair, ONT, CAN
Western Region OTB, New York
Windsor Raceway, ONT, CAN
Woodbine Entertainment. Group, ONT, CAN
Yonkers Raceway, New York
XpressBet.com

Watch and Wager LLC @ Cal Expo 2023/2024 Meeting

**OUT OF STATE SIMULCAST WAGERING LOCATIONS THAT WILL COMBINE THEIR
POOLS WITH CAL EXPO.**

American Tab, Oregon
Atlantis Paradise Island Casino, Fla
Batavia Downs, New York
Borgata Casino, Atlantic City, NJ
Buffalo Thunder Resort, New Mexico
Capitol District OTB, New York
Catskill Region OTB, New York
Connecticut OTB, Conn.
Downs at Albuquerque, New Mexico
Elite Turf Club
Empire City Bets, New York
Fire Lake Casino, Oklahoma
Foxwoods Casino, Connecticut
Fraser Downs, BC, CAN
Freehold Raceway, New Jersey
Game Play Network, Ca
Global Wagering Inc, ND
Harrington Raceway, Delaware
Harrah's Philly, Pa
Hastings Park, BC, CAN
Hawthorne Racecourse, Illinois
Hippodrome de Montreal, QUE, CAN
Hoosier Park, Indiana
Illinois OTB, Illinois
Indianapolis Downs, Indiana
Las Vegas Dissemination, Nevada
Les Bois Park, Idaho
Lien Games, North Dakota
Lone Star Park, Texas
Maywood Park, Illinois
Maryland Jockey Club, Maryland
Meadowlands Racetrack, New Jersey
Megatote LLC, WI
Mesquaki Casino, Iowa
Mohawk Racetrack, ONT, CAN
Nassau Region OTB, New York
Nevada Pari Mutuel Association

Newco Ventures... NYRA Bets.com
Northfield Park, Ohio
Northlands Park, BC, CAN
Northville Downs, Michigan
Ocean Downs, Maryland
Penn National Gaming, Pennsylvania
Philadelphia Park, Pennsylvania
Plainridge Park, Massachusetts
Potawatomi Bingo Casino, Wisconsin
Premiere Gateway
Premier Turf Club, Florida
Racing Channel, Oregon
Racing & Gaming Services, St. Kitts
Running Aces, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scioto Downs, Ohio
Southland Greyhound, Arkansas
Suffolk Downs, MA
Suffolk Regional OTB, New York
Sunland Park, New Mexico
Television Games Network (TVG)
The Meadows, Pa
Thistledown, Ohio
The Downs at Albuquerque, New Mexico
The Red Mile, Kentucky
Tri-State Greyhound, WV
TwinSpires.com
Watch and Wager.com LLC
Western Fair, ONT, CAN
Western Region OTB, New York
Woodbine Entertainment. Group, ONT, CAN
XpressBet Com
Yonkers Raceway, New York

California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888

June 30, 2023

Mr. Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney:

This letter is to acknowledge the approval of the California Harness Horsemen's Association for the simulcast of the nightly harness and quarter horse races from out-of-state or out-of-country racing venues to the Watch & Wager meet conducted at Cal Expo in Sacramento.

This approval begins with the scheduled harness meet on November 17, 2023 and extends through the final night of racing in May of 2024. It should be noted that CHHA does reserve the right to withdraw its approval upon notification to the board by a 15 day written notice.

We are pleased to participate in Watch & Wager's simulcasting program. Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION



Jimmy Perez

Executive Director

Pocono Downs	TBD	Selected Feature
Meadowlands	TBD	Selected Feature
Mohawk	TBD	Selected Feature
Hoosier	TBD	Selected Feature

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
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- K. For ALL racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

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

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

13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Sacramento Horseman's Association 3200 Longview Dr. Sacramento, CA 95821
- B. Names and addresses of the trustees or directors of the distributing agent: Paris Frazier, 3200 Longview Dr. Sacramento, CA 95821 501 C4 - 68-0031464
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19550(b).

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

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

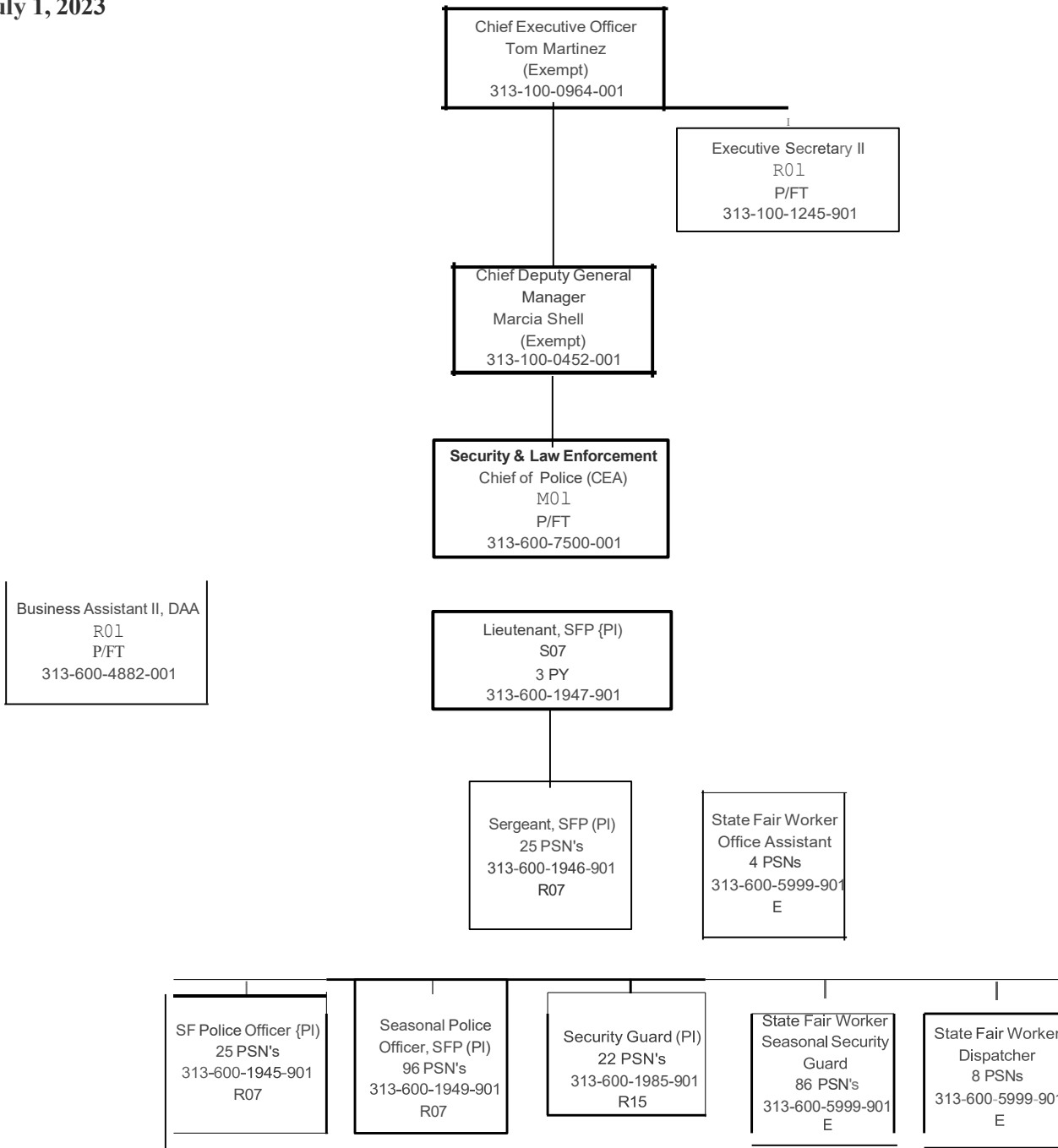
- A. Racing officials nominated:
- | | |
|-----------------------------|---|
| Association Veterinarian(s) | Dr. Laura Saldinger DVM & Dr. Bridget Ratliff DVM |
| Clerk of Scales | N/A |
| Clerk of the Course | Patricia Petersen |
| Film Specialist | Plusmic Inc. |
| Horse Identifier | Joy McDuffie |
| Horseshoe Inspector | Larry Goshman |
| Paddock Judge | Mellisa Olsen |
| Patrol Judges | Adam Brownlee |
| Placing Judges | Tina Waters |
| Starter | Adam Brownlee |
| Timer | Tina Waters |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|---------------|
| Director of Racing | Robin Schadt |
| Racing Secretary | Robin Schadt |
| Assistant Racing Secretary | Brent Bridges |
| Paymaster of Purses | Glen Harris |
| Others (identify by name and title) | |
- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Wendy Frazier Reporting, 13136 Ivey Rd., Herald, CA, 95638 916-956-3914 breezecsr@att.net
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp USA, CDV -210 System- Bill O'Brien. Contract expires May 10, 2025.
- E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications: Jim Porep, President. Contract expires May 5, 2024. Total of 6 cameras, Upper Pan, Lower Pan, 1/8 Pole Tower Head On, 5/8 Pole Tower Head On. Paddock, Finish Line Ground Level.
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Automatic electronic timer maintained and owned by Pegasus Communications. Contract Expires May 4, 2024.

15. SECURITY CONTROLS

- A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Chief Craig Walton, 916-263-3000/3120. See attached 2023 security organizational chart.

California Exposition & State Fair Police Department

July 1, 2023



- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 18
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
 2. Detention Stalls:
 - a. Attach a plan for use of graded stakes or overnight races. Attached
 - b. Number of security guards in the detention stall area during a 24-hour period: 3
 - c. Describe number and location of surveillance cameras in detention stall area. The detention barn is monitored by one surveillance camera. The recording location is the main backstretch entrance Gate 12.
 3. TCO2 Testing:
 - a. Number of races to be tested, and number of horses entered in each race to be tested:
Currently seven races nightly, two horses per race, randomly drawn by the stewards. Association will evaluate for potential increase.
 - b. Plan for enhanced surveillance for trainers with high-test results: TCO2 levels exceeding 37 millimoles are considered positive tests. We will require detention of a high testing horse for a minimum of four starts.
 - c. Plan for detention stalls for repeat offenders: Repeat offenders will have their entire barn in detention for a period of no less than 30 days. Repeat offender will bear the cost of such detention. Any violation thereafter, offending trainer will be considered for exclusion.
 - d. Number of security personnel assigned to the TCO2 program: A pool total of 10, with no more than 2 at any given time.
- C. Describe the electronic security system.
1. Location and number of video surveillance cameras for the detention stall and stable gate:
One surveillance camera and monitor will be located at both the detention barn and Gate 12 main gate.
- D. For night racing associations: Describe emergency lighting system. Generator lights are placed in strategic locations around the racetrack. In addition the starting gate lights will be used for safe exit of racing participants in the event of power loss.

16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response, 1779 Tribute Rd, Sacramento, CA, 95815 916-563-0600 Regarding Horse Ambulances: We have a Kimsey Ambulance with a splint. We have a dedicated driver (Ralph Stokes) Teamster as our driver.
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.

Watch and Wager Detention Barn Procedures

2023/2024 Meeting

The Cal Expo Detention Barn is a stand-alone fully secure 20 stall barn located at the south end of the Cal Expo barn area.

There is a guard on duty out front of the detention barn. All personnel entering are required to sign in the log book. Veterinarians are allowed in for Salix administration only.

All California Sire Stake races, along with designated overnight stakes are required for detention.

Detention barn horses are required to report by 12 noon to the detention barn.



August 22, 2023

To whom it may concern,

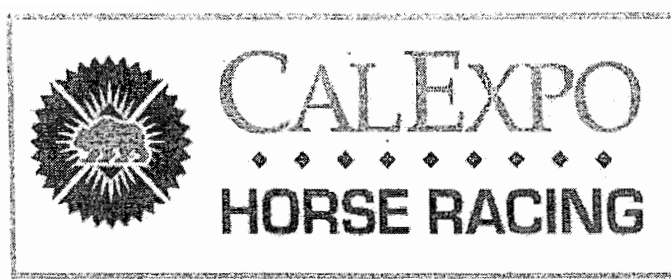
American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. All of our paramedic staff are licensed with the California Emergency Medical Services Authority (EMSA) in addition to being accredited by the LEMSA (local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

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

Sincerely,
Mark Mendenhall
Operations Manager
AMR – Sacramento County

- B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A
1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- C. Describe the on-track first aid facility, including equipment and medical staffing. The Cal Expo first aid station is located just past the main entrance. The facility is staffed by the Cal Expo police staff. A minimum of two Cal Expo police officers are on duty during the live racing program. Basic first aid supplies include antibiotic ointment, cotton balls/swabs, gauze pads/roller, sterile eyewash, thermometer, turkey baster for cuts. All Cal Expo police officers are CPR trained, they are also trained for Defibrillator (on site) use. Basic first aid services are offered at the station. In addition the on duty ambulance staff provides basic first aid services. The ambulance service is staffed by one EMT, and one Paramedic. The ambulance staff also has a wide range of basic and advanced life support equipment on hand.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: N/A
If Quarter Horse racing association, see D.1.
1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)
- E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.
- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Kate Phariss, Safety Manager Ben Kenney Asst Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Oak River (Berkshire Hathaway) Policy# WAW 34630
- 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



Watch & Wager,com LLC @ Cal Expo

FOR ON TRACK INJURY TO DRIVERS

"FIRST RESPONSE"

- In the event of an accident, the Starter; Outrider, and/or Ambulance shall respond immediately
- The American Medical Response Ambulance will stop on the track and assess the driver's(s) need.
- The attending medical professionals shall be equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment and supplies.
- An "on site evaluation" of injuries to the driver(s) shall be made.

"ON SITE EVALUATION"

- Based on the Emergency Medical Response, the Paramedic and EMT team on the American Medical Response Ambulance, will provide on site evaluation of injuries and make decision to either treat the injured driver(s) on site or to request emergency medical transport for off site treatment at a hospital trauma center.
- If on site treatment is deemed sufficient, the American Medical Response shall treat the injured drivers(s); or,
- If off site treatment is deemed necessary, a back up ambulance from American Medical Response will be summoned to either take over the duties at the track or transport the injured party to the appropriate medical center.

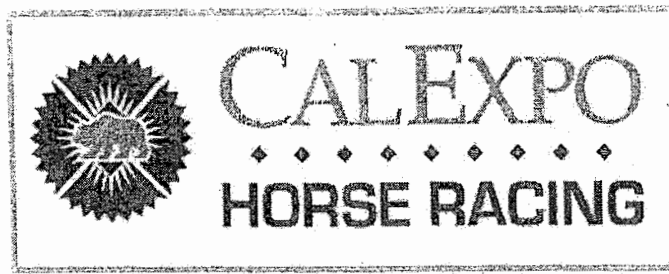
"INJURY TREATMENT"

- If the injured driver(s) is treated by the Paramedic on the American Medical Response Ambulance, they will be the primary care provider.
- If a back up ambulance is requested, the injured driver(s) shall be transported to the local appropriate medical facility.

This notice shall be posted in a conspicuous and highly visible location in the driver's room

CALIFORNIA EXPOSITION & STATE FAIR

P.O. Box 15640 * Sacramento, CA 95847-1640 State of California * Jerry Brown, Governor



Watch & Wager.com LLC @ Cal Expo

"PRIMERA RESPUESTA"

- En caso de un accidente, respondera la ambulancia, el poniador, o, el carrode comensar.
- La ambulancia respondera par aver lo necesario.
- La ambulancia tiene el equipo necesario para accidentes.
- Se hara una evaluacion de acuerdo al accidente.

"EVALUACION AL INSTANTE"

- Basandose al (EMT) Emergencia Medica Responsable. Que es la ambulancia. Ellos Aran Una evaluacion al instante. Para ver si se puede tartar al momento o ser transportado, al hospital.

"ATENCION AL ACSIDENTADO"

- El acidentado sera tratado de inmediato por (EMT).
Sies demaciado grave el accidente sera transportado por ambulancia



Operating Harness Racing at Cal Expo

Scott Chaney
Executive Director
California Horse Racing Board

September 21, 2023

Re: Request for waiver under CHRB #1927

Dear Scott,

Cal Expo and Watch and Wager have obtained a valid fire clearance permit from Cal Fire dated June 6, 2023. This permit would fall outside of the 45-day period prescribed in CHRB 1927. We are requesting from the Board a waiver of the 45-day inspection rule under 1927.

Thank you for consideration of our request.

Sincerely,

Christopher J. Schick
General Manager
916 243 8215



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - North
2251 Harvard Street, Suite 130, Sacramento, CA 95815
(916) 568-3826

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

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

JURISDICTION: Life Safety North

BUILDING OWNER:

BUILDING NAME: HORSE / BACKSTRETCH
BARNs A-Z

BUILDING ADDRESS: 1600 Exposition Blvd, Sacramento, CA 95815

INSPECTION INFORMATION

Inspection Number : 142622

Inspection Type: Annual

Inspection Date : 06/12/2023

Inspection Status : Passed

Inspector: Cliff DuGranrut

Inspection Hours : 0.5

Inspector Signature:

Travel Hours : 0

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

Accompanied By:

Signed: 06/13/2023

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (IOA Insurance Services) and CONTACT INFORMATION (Oak River Insurance Company). Includes license number, address, phone, fax, and NAIC #.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

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

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (California Horse Racing Board) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).

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

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each: Spector Corp under Master Contract with Cal Expo.

Does the association provide its own concessions? Yes No

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting.
- B. Promotional/Marketing budget for this race meeting: \$105,000
Promotional/Marketing budget for prior race meeting: \$80,000
- C. Number of hosts and hostesses employed for meeting: 2
- D. Describe facilities set aside for new fans. None
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
 - 1. Horsemen Upgraded paddock
 - 2. Fans Upgraded website
 - 3. Facilities in the restricted areas None at this time

19. SCHEDULE OF CHARGES

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

Admission (general)	Free
Admission (clubhouse)	Free
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	\$4.25
(off-track)	\$4.75
- B. Describe any "Season Boxes" and "Turf Club Membership" fees. N/A

- C. Describe any "package" plans, such as combined parking, admission, and program. N/A

20. JOCKEYS/DRIVERS' QUARTERS

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many 46 | |
| <input checked="" type="checkbox"/> Showers | <input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets | <input checked="" type="checkbox"/> Lounge area |
| <input type="checkbox"/> Masseur | <input checked="" type="checkbox"/> Food/beverage service | <input type="checkbox"/> Certified platform scale |
- B. Describe the quarters to be used for female jockeys/drivers. Female drivers have a separate room for changing, along with a separate rest room and showering facilities.

21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) on (date) .
- B. Number of rooms used for housing on the backstretch of the racetrack: 44
- C. Number of restrooms available on the backstretch of the racetrack: 8
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1/5

22. TRACK SAFETY

- A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition. The Cal Expo track surface is made up of various types of sand, very coarse, coarse, medium to fine. Silt and clay are also components. Medium to very fine sand makeup 75.4% of the sand. #2 screened fill sand added throughout the season to maintain surface consistency.
- C. The percent of cross slope in the straightaways is: 2%
The percent of cross slope in the center of the turns is: 5-6%
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. No Rail on Inside- Pylon System. Outer Rail Aluminum.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: J.R. Williams, Track Superintendent
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of

Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

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

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

24. CERTIFICATION BY APPLICANT

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

X

Signature

Christopher J. Schick, General Manager

7/26/2023

Print Name

Print Title

Date

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.


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24. CERTIFICATION BY APPLICANT

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

X 

 Signature

Christopher J. Schick, General Manager

7/26/2023

Print Name

Print Title

Date

AGREEMENT BETWEEN
WATCH AND WAGER.COM LLC
And
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

THIS AGREEMENT is entered into between Watch and Wager.com LLC ("WAW"); and California Harness Horsemen's Association, a California corporation ("CHHA"). For convenience herein, WAW and CHHA may be referred to as the "Parties."

Recitals

- A. Whereas WAW desires to operate harness racing meets at the Cal Expo Racetrack facility in Sacramento, California.
- B. Whereas CHHA is comprised of most owners, trainers, drivers, and breeders of harness/Standardbred racehorses which will participate in all harness racing meets conducted at Cal Expo and has been acknowledged by the California Horse Racing Board (CHRB) to be the organization to represent horsemen at California harness racing meetings.
- C. Whereas the CHRB allocates harness racing dates for specific periods during the calendar year.

Now, therefore, the parties agree as follows:

I. HARNESS RACING DATES:

- a) The CHRB has allocated harness racing dates to Cal Expo for the period November 17, 2023 through May 3, 2024 (proposed racing calendar attached) for a Harness racing meet to be conducted at the Cal Expo racetrack in Sacramento, California. It is acknowledged and understood by both parties that harness racing dates are allocated by the CHRB and harness racing dates for the above allocation as well as any allocation for calendar year 2023/2024 will be requested by WAW.
- b) WAW and CHHA mutually agree to make every attempt to request the allocation of and operate a minimum of 47 racing days each calendar year at the Cal Expo facility, with racing weeks consisting of one (1) or two (2) racing days each week. Changes in racing dates can be made with the consent of both parties and neither party will unreasonably withhold this approval.
- c) "Race meet" or "racing meet" is defined as the entire period under the conduct of an association within the enclosure of the designated grounds for which the CHRB has granted a license.

2. TERM OF AGREEMENT

- a) The term of this Agreement is August 1, 2023 through May 4th, 2030
- b) This agreement shall be considered null and void prior to the expiration date listed above if another operator, other than **WAW**, is operating the race meet; or if another organization, other than CHHA, is representing the owners, trainers, drivers, and breeders, pursuant to CHRB approval.

3. HORSEMEN'S PURSE POOL:

- a) The amount to be paid by WAW to horsemen participating in the race meet as purses shall be determined and computed in accordance with the California Business & Professions Code regulations. Said amounts are derived from wagering handle on all live harness races emanating from Cal Expo and all imported out-of-state races that are Hosted by WAW from On-Track Handle, California off-Track Handle, Out-of-State Handle on WAW live races, Advance Deposit Wagering handle in California on WAW live and WAW hosted events, and Exported Advance Deposit Wagering (ADW) handle on WAW live handle through out-of-state ADW providers, from purse monies generated pursuant to B.& P. Code Section 19596.1 (a)(4) and from any other wagering sources that are approved by the California State Legislature as part of the Business & Professions Code and/or by Rules and Regulations that are promulgated by the CHRB.
- b) The parties agree that purses in the Opening Purse Schedule shall be based on a payout of approximately Fifty Two Thousand per race card. Forty-seven (47) racing days included in this race meet.
- c) The parties agree that this Agreement shall constitute the written agreement contemplated in Business & Professions Code section 19605.7(c) and that fifty percent (50%) of the one-half of one percent (0.5%) of unused funds identified in said section 19605.7(c), commonly referred to as a "promotion fund," shall be deposited into the horsemen's purse pool account at the conclusion of the race meet.
- d) Nothing in this Agreement is intended to alter the requirement of the law {Bus. & Prof. Code § 19619} regarding the funding of the California Standardbred Sires Stakes Program.
- e) WAW and CHHA mutually agree that any subsidy of California Sires Stakes Program races shall come from the horsemen's purse pool. All Sires Stakes supplemental purse monies shall be paid by WAW directly to the California Standardbred Sires Stakes Committee (CSSSC) administrator. The purse pool contribution for the 2022/2023 meeting will be \$230,000. Future years by agreement.

- f) The parties will endeavor to estimate the number of purses to be paid at the race meet, separately and singularly to avoid the overpayment or underpayment of purses to the horsemen by Cal Expo. WA W and CHHA shall provide each other with an estimate of the purse pool generated during the period covered in this agreement.

Any underpayments or overpayments of purses shall be carried over to subsequent meets that are operated by WA W.

In the event an overpayment exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WA W, then CHHA shall make every effort to include, in their agreement with the new operator, to have purse **funds** directed and paid to WA W in the exact amount of the purse overpayment no later than six (6) months after the last scheduled racing day of a race meet operated by WA W. If an underpayment of purses exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WA W, then the two parties shall meet and mutually agree to a method to distribute any underpayments in a manner that will benefit the harness horsemen who **had** participated in the race meet.

- g) Representatives of each party shall meet either party requests to discuss any issues related to the purse pool or any other matter. The parties agree that they **will** meet on a regular basis to determine if the purse levels are being met by the handle and to determine if a purse increase or decrease is necessary to be placed in effect for the current meet or subsequent meets.
- h) Southern California Off Track Wagering, Inc. (SCOTWINC) receives payments from harness operators for expenses related to the harness race meet and thereafter refunds excess amounts collected by SCOTWINC from the operator. In estimating the amount of money available for the payment of purses WA W shall also estimate that the purse pool shall receive, on a retroactive basis, one-half of all the SCOTWINC refunds paid as a result of the race meet. In the event of a SCOTWINC shortfall, Both parties agree to equally share any liability.
- i) Pursuant to Business & Professions Code section 19601(1), when WA W is required to pay to Los Alamitos an impact fee, fifty percent (50%) of the impact fee paid to Los Alamitos shall be paid from commissions and fifty percent (50%) shall be paid from the purse pool.
- j) Pursuant to Business & Professions Code section 19605.77.(a), by signing this Agreement, CHHA approves the deduction of an additional one percent (1%) of the

total amount handled in conventional pari mutuel pools of the **WA W** harness meet and hosted even for the defraying of workers' compensation costs for the trainers that are represented by CHHA.

- k) CHHA shall provide to WA W a listing of **all** current committees and subcommittees of the CHHA.
- i) When the race office combines conditions listed on the condition sheet, the purse of the resulting race shall be no less than the highest purse associated with the horse(s) that said horses originally entered for (so long as they were eligible for that race). For example, assume a NW\$1500L5 race is written with a purse of \$2900 and 6 enter and a NW\$2500L5 race is written with a purse of \$3400 and 2 enter. If these races are combined such that the new race is written NW\$1500L5 AE NW\$2500L5 to draw outside, then the resulting purse would **be** between the lower and higher class.

4. PURSE SCHEDULE:

- a) Distribution of purse money to the various classes of horses competing at WA W's race meets will be in accordance with the provisions set forth herein.
- b) Purses shall not be increased during any meet except by written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WA W. All purse increases shall apply only to overnight races and may be distributed proportionately among **all** classes or races in accordance with the initial purse structure of any meet. Purses shall not be decreased without the written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WA W. WA W must state facts upon which the decrease is warranted. CHHA shall not unreasonably withhold consent of a purse decrease.
- c) After each racing week during the race meet, WA W shall make every effort to provide to CHHA, by facsimile, email, hard copy, a report indicating the weekly total amount of monies wagered (total handle), when available; estimated commissions (WA W's share); estimated purses generated (horsemen's share); estimated purses paid: breeders and owners awards; the balance of the horsemen's purse account; and whether the horsemen are overpaid or underpaid. Within thirty (30) Days of the conclusion of any meeting, WA W shall furnish to CHHA the final Statement containing all of the above information for the entire meet. CHHA acknowledges that some reports are not directly provided in a timely manner to WA W; however, WA W shall make every effort to keep CHHA apprised of all handles related data on a weekly basis.
- d) No purse pool money shall be used for match races, exhibition races, or special racing events unless the terms, conditions, and purses are expressly agreed upon in writing by the CHHA Purse Committee and/or the CHHA Executive Director, as

NW Last S Money	AE Base Claiming Price
Open II	AE: 12,500
Open III/ NW 4500	AE: \$10,000
NW 3000	AE: \$8,000
NW 1500	AE: 6,000

- h) Purse distribution shall be as follows, 49% winner, 24% second, 11% third, 8% fourth, 5% fifth and 3% for sixth. All starters finishing worse **than** 6th, will receive a \$40 starter fee. Starter's fees will not count as lifetime earning to the horse. If, due to an accident or other circumstance approved by the CHRB Stewards, fewer **than** five (6) horses finish in an overnight race, United States Trotting Association (USTA) Rule 19 shall apply. If fewer than five (6) horses earn money in an overnight race any unpaid monies will remain in the purse account.
- i) The Paymaster of Purses shall: (1) pay driver's fees in accordance with CHRB Rules; (2) pay programmed traims five percent (5%) of the purses earned by horses under their care; and (3) pay out Cal-bred Breeder Awards and Cal-bred Owner's Bonuses within fourteen (14) calendar days of each race. Breeders without an owner's account shall be paid no later **than** the last day of each calendar month.
- j) **WAW** and CHHA may agree to be joint participants in a Horse Incentive Program, the terms, conditions and funding for such a program shall be set forth in writing and become part of this Agreement.
- k) The parties acknowledge the adoption of the Diamond Horse Alliance (DHA) to include horses sired from the following harness racing jurisdictions: Alberta, CAN, Manitoba, CAN, Iowa, Wisconsin, Minnesota, Maine and Michigan. The parties agree to work together and cooperate in implementing and undertaking the DHA program and to take no action which is inconsistent with that program. WAW and CHHA may agree, in writing, to discontinue the DHA program but agree that horses that have participated in this program will not be negatively affected by such cancellation.
- l) The parties acknowledge the adoption of a "Standardbred Horse Retirement Fund" to assist in the care and placement of Standardbred race horses after they are retired from

Racing. The parties agree to each contribute Five-Thousand Dollars (\$5,000) to fund this program. A Committee shall be formed consisting of four (4) members from CHHA and one (1) member from WAW to serve as the "steering committee" for this program.

5. CHHA ADMINISTRATIVE FUNDING:

- a) The amount to be paid from the purse pool to CHHA for the purpose of defraying the cost of administration and services by CHHA for the benefit of horsemen shall be six percent (6%) of all purse monies generated from sources as defined in paragraph 3(a) of this Agreement.
- b) All accrued and unpaid amounts required to be paid to CHHA pursuant to this paragraph shall be paid to CHHA no later than the fifteenth (15th) day of each month for purse money generated the prior month. For example, if \$500,000 was generated to the purse pool as defined in paragraph 3(a) of this Agreement in October 2016, six percent (6%) of that amount shall be paid to CHHA on or before November 15, 2016.
- c) WAW receives funds from the pari-mutuel handle from various sources for commissions and purses. WAW may choose to provide to CHHA their administrative fees by the fifteenth (15th) day of each month based on funds that WAW has received. For example, if the ADW providers do not pay to WAW specific funds generated through the ADW providers in a timely manner, WAW shall pursue those late funds and shall pay to CHHA any outstanding administrative fees owed upon receipt of funds. To clarify, WAW may choose to not pay six Percent (6%) administrative fees to CHHA using the calculation of funds that WAW has not received and WAW shall advance funds to the purse pool but shall not advance unpaid funds to CHHA for administrative fees. WAW will make every effort by negotiation to receive the historical "slow pay" funds in a timely manner so that it can pay to the CHHA the required administrative fees.

6. USE OF TRACK AND BARN AREA:

- a) The barn area, including the back track and main racetrack will open no later than October 1st, 2023. The main track will be closed to horses after the last race of the final night of the race meet. WAW shall ensure that the main racetrack and barn areas meet Standardbred racing standards.

7. TRACK CONDITION:

- a) WAW management shall supervise the planning and proper preparation of the race track prior to the opening of the race meet, including resurfacing of the track or reconditioning of the soil if necessary, and shall consult with the CHHA Track Committee to review plans for preparation. The track is to be approved by the CHHA Track Committee no later than two (2) days prior to the opening day of racing. WAW agrees to abide by all safety rules promulgated by the CHRB with

Regarding track maintenance and safety.

- b) WA W shall obtain the approval of CHHA Track Committee regarding the condition of the track for racing, training, and safety. An emergency meeting may be scheduled on two (2) hours notice when the safety of the track is at issue. The decision as to track safety shall be at the discretion of the Stewards for purposes of racing, based upon recommendations from CID-IA Track Committee and WA W management. The condition of the track for training purposes shall be maintained by WA W to the Satisfaction of the CID-IA Track Committee, keeping in mind the health, and welfare of the horses and all individuals participating in the training and racing of horses. In the event the CID-IA Track Committee determines the racetrack to be inadequate for Training or racing purposes, it shall promptly advise WA W management, and WA W shall promptly effectuate such repairs or remediation as may be necessary. If in the determination of the CID-IA Track Committee, the racing surface is determined to be unsafe for training or racing purposes, no owner, trainer, driver, groom, or horse shall be required to participate in any event on that racing surface.
- c) The main track shall be open from 6:30AM until 12:00PM six(6)days per week during the term of this Agreement or other times as necessary as determined by WA W management. WA W shall not withhold consent to have the racetrack open during specific periods if a majority of the horsemen agree on suitable times for the racetrack to be opened **and** maintained.
- d) WA W shall, at its expense, provide an experienced outrider to be on the track each day during the hours when the track is open for jogging and/or training.

8. SERVICES AND CONDITIONS OF OTHER FACILITIES

- a) **WAW** shall maintain the Driver's Locker Room in a clean, presentable condition. b) WA W shall provide to the CHHA and horsemen a schedule depicting the days that the barn area and racetrack will open and close for harness horses.
- c) In connection with all matters affecting horsemen at the meet, WA W recognizes CHHA **and** its respective working committees as being the designated representatives of the horsemen as recognized by the CHRB. Upon the request of WA W or any of the above committees, representatives of both parties shall meet as expeditiously as possible to discuss and resolve any problems or matters affecting horsemen or WA W or the conduct of the meet. All agreements reached with any such committee or representatives shall be reflected in writing and signed by a representative of WA W, the CHHA Committee involved, and/or the CID-IA Executive Director or President.
- d) No deduction, other than driver's and trainer's fees, fees for registration and eligibility papers, entry fees, and claims with the owners approval, fines levied by the **CHRB**, deductions ordered by any court, shall be made from any owner's purse account without the authorization of the owner or his/her authorized agent. Fees for photos,

Videos, and other services provided by or at the track will be deducted upon agreement of the owner and the vendor with notice given to the Paymaster of Purses. Any disputes as to the propriety of any such deduction must be resolved between the owner and the vendor.

9. SECURITY

- a) Detention Barn: Trainers who, by stewards or association order, are serving in the detention barn will be charged the reimbursable fee for security and cleaning in the detention barn for each racing period that they are relegated to the detention barn.
- b) WAW shall provide randomly scheduled night security patrol in the barn area.
- c) With respect to TC02 testing and detention barn policies, WAW and CHHA agree to abide by all laws, regulations, rules, and policies of the CHRB.

10. QUALIFYING RACES

- a) WAW shall conduct qualifying races before a designated nightly racing program with a maximum of eight (8) horse fields unless larger fields are agreed to in writing by WAW and the CHHA Executive Director or President, conditions permitting. To qualify a horse as a starter, the following requirements shall be met: (1) the horse shall be identified by the horse identifier; (2) the horse shall be approved by the Stewards for conduct and safety; (3) the WAW management and the Stewards shall set time standards for particular gait and age of horses and for track Condition; and (4) timing and equipment check procedures for each qualifying race will be consistent with those used for pari-mutuel races.
- b) In the event any horses have not started since September 15, 2023, immediately preceding a race in which they are to be entered, those horses shall be required to qualify. This rule will be extended through the month of November. This requirement may be waived by WAW and the CHHA upon agreement by both parties for any reason deemed necessary. The 45 day rule will be in effect for entries in December through the balance of the meeting.

11. LATE CLOSERS/ENTRIES

- a) Early or late closing events shall be conducted only upon a written agreement of terms for such races between WAW and the CHHA. Some examples of items that may be included in the agreements for early or late closing events are condition of race, purse amounts, guarantees, entry fees, added purse monies, number of betting interests, etc.
- b) It is agreed that in all claiming races, Cal-Sired and Cal-Bred horses will receive a 50% base claiming allowance. DHA horses which include Alberta, Iowa, Manitoba, Minnesota, Maine, Wisconsin and Michigan will be given a base claiming price allowance of

25% in addition to normal age and Sex allowances. **It** further agreed that any and all lifetime or last 5 or similar conditions, related to earnings will reflect a 50% Allowance for all DHA horses. For example, a "Non-winners of \$1,500 last 5 starts" Race shall be written "Non-winners of \$1,500 (DHA \$2250) last 5 starts". This would include any Also Eligible conditions.

- c) All entries in any race must be given the option to withdraw with no date penalty and to enter another race in the event of a condition change after the normal time for close of entries. If a race does not fill, the Racing Secretary may cancel the race and write a new condition(s) as a substitute race. Such new race shall be announced (including a text message to text subscribers). Any horses having entered an unfilled race shall be given preference over late entries.
- d) The preference rule to be in effect for the meet shall enable all horses to be eligible for a given race regardless of who the trainer or owner(s) are. In all cases all horses eligible for a race shall have their respective preference dates used to determine their eligibility for that race. However, in no case shall any common owner have three or more horses in a race and in no case shall any trainer have three or more horses in a race, paid-in races excepted.
- e) USTA rule 14.10 shall otherwise govern Preference Dates. However, for the sole purpose of eligibility regarding preference, any horses entered to race at Cal-Expo on a single-entry date shall be considered to have the same preference date designated as the earliest of the race dates related to that entry date. For example, if the entry date is Tuesday, January 10 for races on Friday and Saturday January 13 and 14, then all horses that would otherwise have a preference date would be given the preference date of Friday, January 13, even if they actually race on Saturday January 14.
- f) When a minimum of eight (8) separate betting interests are entered for a race, the race shall be considered filled and no late entries shall be accepted by the Racing Secretary. In no event shall any race be drawn with less than five (5) separate betting interests except by mutual written agreement of WAW and the CHHA Executive Director or President. If a race is not filled, the Racing Secretary may call for additional entries or may cancel the race and add a substitute race which adds conditions to any original condition. When this occurs, the Racing Secretary or his or her designees shall announce over a public address system the relevant facts and send a text message to those who have subscribed to such a service reflecting the same information.
- g) When a horse is scratched prior to the announced scratch time, the number one also eligible shall draw into the post position vacated by the scratched horse. Once the announced scratch time has passed, all horses which have drawn into a race are obliged to race unless scratched due to one of the reasons set forth in CHRB rules. WAW shall make available to CHHA, each day after the draw, the list of entries.
- h) Unless agreed otherwise between WAW and CHHA Purse Committee and/or CHHA

Executive Director or President. the taking of daily entries shall be at a minimum of 72 hours prior to race time and scratch time shall be at a minimum of 48 hours prior to race time.

- i) The condition sheet for each racing program shall contain conditions for as many races as are scheduled on the program. In addition, the Racing Secretary may write conditions for substitute races; however, substitute races that **are** generally equal in quality should in place of an originally carded race that did not **fill**.

RACING CONDITIONS

- c) WAW, with the written consent of CHHA, executed by its Executive Director or President, may apply to the CHRB for permission to conduct one (1) to five (5) racing programs during each scheduled week of its meeting based upon the availability of race ready horses. Racing weeks of less **than** two (2) days may be granted if mutually agreed upon by both parties and provided there **are** insufficient racehorses available. For two (2) days of racing, WAW and CHHA shall strive to achieve an average starter per race amount of eight (8) horses per race in all instances.
- d) WAW shall not schedule any stakes during the meeting except for those stakes mutually agreed to in writing by WAW and CHHA. The stakes schedule may be modified with **the** mutual written consent of the CHHA Purse Committee/ Executive Committee/ Executive Director and **WAW**, executed by the CHHA Executive Director or President.
- e) Recalls shall be made for reasons that are considered acceptable under the Standards maintained by the USTA and the CHRB Stewards. Under all other circumstances, all horses shall be considered starters.
- d) Horses competing in races conducted as part of the California Standard bred Sires Stakes during the meet shall be required to be stabled in a designated detention barn before their respective race events, in accordance with CHRB rules, and adhere to the other conditions in the posted detention **barn** policy. Upon violation of detention barn policies, the stewards shall be notified. The current detention barn time is 12 noon race day.

13. CALIFORNIA BRED RACES

- a) Pursuant to Business & Professions Code Section 19568, WAW shall offer on the condition sheet at least one race per day restricted to Cal Bred horses. These races will be subject to all provisions of overnight races. The owner of registered California bred horse that **wins** any race (excluding stakes, late/early closers, or restricted races) shall be paid by the Paymaster of Purses a bonus equal to ten percent (10%) of the winner's share of the posted purse from the horsemen's purse account. The Racing Secretary shall weekly place on the condition sheet a California Bred Open Race if a minimum of six (6) competitive California Bred Open horses enter and the race will be carded and **will** carry a purse equal to the preferred! Class. The California Bred Open will be carded as a pari-mutuel race if there are seven (7)

Separate wagering betting interests. **If there** are fewer than seven (7) separate wagering interests entered, but more **than** four (4), it will be at the discretion of Cal Expo management whether to card the race. If there are four (4) or fewer entries, the race will not be carded. All California bred races shall split divisions after twelve (12) or more entries have been accepted, should the race be used.

- b) WAW management shall **be** available to meet with the CHHA Purse Committee to discuss the schedule of races and purses. WAW management shall take into consideration the number and classification of California bred horses on the grounds and shall write conditions that will insure full fields. The Racing Secretary shall maintain a list of all California bred horses on the grounds and shall make this list available to The CHHA Executive Director on a weekly basis upon request. CHHA will cooperate with the Racing Secretary to identify such California horses.
- c) WAW shall make available to CHHA the daily report from the Paymaster of Purses listing winners of California bred and California sired races and purses upon request.

14. **INSURANCE:** WAW shall obtain, without cost to the horsemen, driver and trainer accident and disability insurance with the following coverage at minimum: Two Hundred Fifty Thousand Dollars (\$250,000) medical; Thirty Thousand Dollars (\$30,000) accidental death and dismemberment; and Three Hundred Fifty Dollars (\$350) per week disability for a period of up to 24 months. This insurance shall cover death, accident or injury to participants during activities related to jogging, training, the warm-up for, and conduct of any race or qualifying race at the WAW harness/Standardbred meet, or any other personal injury suffered while working on the backstretch or on the racing surface. Prior to the opening of each race meet, WAW shall provide CHHA with evidence of compliance with this provision, including a copy of the insurance policy obtained and premiums paid. If CHHA is able to purchase this same coverage at a lower rate **than** WAW, CHHA shall make arrangements to do so, and WAW shall reimburse CHHA for any premiums paid.

15. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

16. **TERMINATION PRIOR TO EXPIRATION OF TERM:**

- a) Either party may terminate this Agreement and be relieved of any performance should the other party breach this Agreement. In the event of such termination, either party may proceed in a manner consistent with available legal remedies.
- b) Either party may terminate this Agreement, without cause, upon giving 180 days written notice to the other party.

17. **DISPUTE RESOLUTION:** The parties agree that in the event of a dispute over an item(s) covered in the Agreement, the CHRB shall be asked to provide dispute resolution.

18. CHANGE OF LAW: **In the** event a change of law substantially affects any part of this Agreement, the parties shall meet, confer, and reduce to writing any provisions necessary to carry on the agreement as intended by the parties.
19. AGREEMENT Validity _Should any part of this Agreement be declared invalid, the remaining parts of the Agreement shall remain in full force and effect, and the invalid portion shall be eliminated to the extent not inconsistent with the Horse Racing Law or the directives, rules, and regulations of the CHRB.
20. MISCELLANEOUS
- a) CHHA will use its best efforts to see to it that its members **and** the horsemen who participate in or who have horses stabled at the meet are advised of the terms of this Agreement, and CHHA will use its best efforts to cause those persons to comply therewith in matters under the control of CHHA. WAW will likewise use its best efforts to advise its officers and employees of the terms of this Agreement and to cause compliance therewith.
 - b) Where mutual agreement is required, neither party shall unreasonably withhold its agreement, nor shall all such mutual agreements **be** evidenced in a writing signed by the parties hereto, including the CHHA Executive Director or President and WAW.
 - c) As long as WAW is not in material breach of this Agreement, neither CHHA, its officers, directors, or employees shall induce, incite or encourage a strike, boycott or refusal to participate in the meet.
 - d) CHHA hereby understands, recognizes, and agrees that WAW may charge a fee for the **repair** of any tack rooms, barns, stalls, restrooms, roofs, solar panels or any other item that is deemed to be damaged by any CHRB licensee. Owners and trainers that are assigned barns and stalls shall receive the barns and stalls in good condition and shall sign off on the condition of their assigned barns and stalls and shall only be charged a fee upon damaging the assigned barns or stalls.
 - e) CHHA hereby understands, recognizes, and agrees that it will assist WAW in any manner **whatsoever** related to the compliance of water quality issues in the Backstretch area. WAW may institute rules, procedures, and policies to be followed for the compliance of water quality issues by the horsemen and WAW. Upon finding a repeat violation by a horseman, trainer, or other person of these rules and procedures, WAW may fine or eject any persons occupying the backstretch area.
 - f) CHHA and WAW agree to negotiate in good faith to achieve an acceptable "Third-party Lasix" program prior to it becoming mandated by the California Horse Racing Board.
21. ATTACHMENTS: Attached is a proposed racing calendar, purse schedule, new and returning horse incentive, and Third-Party Lasix agreement. These attachments are hereby made part of this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first shown below.

WATCH AND WAGER
LLC

Date: 6/30/2023

By: 

Christopher J. Schick
General Manager

California Harness
Horsemen's Association

Date: 6/30/2023

By: 

Jimmy Perez
Executive Director

Independent Contractor Agreement

This Agreement is made between WATK AND WINGE Cool LLC ("Client") with a principal place of business at 25 CADILLAC PLNE and KATHY JAMES DVM ("Contractor"), with a principal place of business at calexpo.

1. Services to Be Performed

Contractor agrees to perform the following services: **Third Party Lasix Service**
OR

The contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to perform, Client agrees to pay Contractor at the following rates:

\$22.00 Per Lasix Administration

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

OR

Client shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: None

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within 30 days after receipt of each statement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

[Contractor has the right to perform services for others during the term of this Agreement.

[] Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

[J(I] Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

[- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay }assistants to help Contractor.

[AJ] Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement-- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles-- in the minimum amount of \$ _____ combined single limit per occurrence for bodily injury and property damage.

Comprehensive or commercial general liability insurance coverage in the minimum amount of \$ _____ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

Term: November 10, 2023, through May 3, 2025

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may, terminate this Agreement at any time by giving 10 ___days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to California state court, jurisdiction of the county of Alameda.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor Gained knowledge as a result of Contractor's services to Client, and
- other: _____

Upon termination of Contractor's services to Client, or at Client's request, Contractor Shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

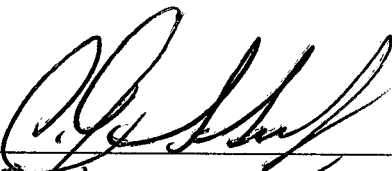
This Agreement will be governed by California law, without giving effect to conflict of laws principles.

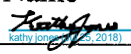
Signatures

Client/Owner:

Watch and Wager .com LLC

Printed Name


Signature _____
Date July 13, 2018

Contractor: Kathy Jones
Printed Name _____
Signature 
Date August 24, 2023
Taxpayer ID Number _____

Attachments: Exhibit A: Additional Description of Services to be Performed
(chk if applicable)

Exhibit A

Services provided under third party Lasix agreement between Kathy Jones DVM, and Watch and Wager.com LLC.

Kathy Jones DVM agrees to provide Lasix administration services in compliance with CHRB "3rd Party" Lasix rules starting 11/10/2023 and extending through 5/5/2025. Lasix will be given at the barns in the horse's stall at the cost of \$20.00 per injection payable to Kathy Jones DVM.

A bulletin board with the post times and Lasix administration times for each race will be maintained and for those trainers and grooms who provide a cell phone number, a picture of the board will be sent to their phone. It is the responsibility of the trainer to make sure an attendant is present for Lasix administration and to sign the syringe collection container in compliance with CHRB "3rd Party" Lasix rules. It is agreed that it shall be the responsibility of the CHRB and/or Watch and Wager to inform the horse trainers, grooms, cited owners of changes in the rules governing Lasix administration to the "3rd Party" status and Kathy Jones DVM shall not be responsible in any way for failure to comply with these rules by any horse Trainer, groom or owner.

The racing association Watch and Wager shall provide a space in the barn area (breezeway or stall suitable) to be used as a staging area with room for a desk and chairs, bulletin board, wall clock, thermometer, and adequate lighting to read the racing program and records associated with Lasix administration. Three official programs and a copy of the horse identification list shall be provided each race day and delivered 4 1/2 hours before the first post time to the staging area.

Kathy Jones DVM will provide a list of all horses receiving Lasix injections oil race days to a designated Watch and Wager employee. Payment to Kathy Jones DVM for Lasix administration shall be bi-monthly with the first payment due 1/10/2024 and thereafter the 2nd and 16th of the month through 5/16/25.

Kathy Jones DVM will provide proof of workman's compensation insurance for employees that assist with Lasix administration, and proof of current CHRB license, state VMB and federal DEA licenses for herself. Employees shall have current CHRB licenses and if assisting with Lasix injection a valid RVT or DVM state license.

Agenda Item 4

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1433, APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING; RULE 1440, APPROVAL OF CONCESSIONAIRES; RULE 1440.5, LICENSING OF CONTRACTORS AND SUB-CONTRACTORS; RULE 2057, INITIAL APPLICATION AND APPROVAL OF A SIMULCAST FACILITY; RULE 2059, INITIAL APPLICATION AND APPROVAL OF A SIMULCAST ORGANIZATION; RULE 2066, APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY; RULE 2071, LICENSE TO CONDUCT ADVANCE DEPOSIT WAGERING BY A CALIFORNIA APPLICANT; AND RULE 2072, APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING BY AN OUT-OF-STATE APPLICANT, TO UPDATE APPLICATIONS USED BY VARIOUS ENTITIES FOR APPROVALS AND LICENSES ISSUED BY THE BOARD

Board Meeting
October 19, 2023

ISSUE:

The applications used by the various entities involved in horse racing and pari-mutuel wagering to obtain the necessary approvals and licenses issued by the California Horse Racing Board (Board) require updating and revision, either to incorporate regulatory provisions, better reflect the actual processes pertaining to statutory requirements, or correct technical errors and provide for clarity. Additionally, the rules governing these applications require amendment to account for the actual timelines involved in the processing of these applications, as well to implement the revised versions of these applications, which are incorporated by reference.

ANALYSIS:

The proposed regulatory action would amend Board [Rule 1433, Application for License to Conduct a Horse Racing Meeting](#), to implement the proposed revisions to the Application for License to Conduct a Horse Racing Meeting, CHRB-17, and Application to Conduct a Horse Racing Meeting by a California Fair, CHRB-18, which are incorporated by reference. The proposed revisions to forms CHRB-17 and CHRB-18 would incorporate the requirement that an association or fair provide horse ambulance services during racing and training, which is set forth in subsection (b) of Board Rule 1468, Ambulance Service. The proposed amendment would also update the reference to the Personal History Record, CHRB-25A, which is incorporated by reference, to reflect the proposed revised version of the Personal History Record, which will be described below.

The proposed amendment to Board [Rule 1440, Approval of Concessionaires](#), would clarify the renewal process and the term of the approval and eliminate the reference to the *Application for License/Contractor or Sub-contractor, Application for*

Approval/Concessionaire, CHRB-87, which is currently incorporated by reference. Instead, the rule would be amended to incorporate by reference the proposed revisions to CHRB-87, including changing the form title to Application for Approval as a Concessionaire. The proposed revisions to form CHRB-87 would retain all content pertaining to the concessionaire approval. However, the proposed revisions would incorporate formatting to provide for ease of electronic submission and to meet accessibility requirements. The proposed revisions to CHRB-87 will also help avoid confusion, as concessionaires and contractors must meet different requirements and, accordingly, should complete separate applications.

The proposed amendment to Board [Rule 1440.5, Licensing of Contractors and Sub-contractors](#), would clarify the license term and renewal process; expand the review period, during which the Board must determine all application deficiencies and notify the applicant, from 14 to 30 days to account for staff workload and for consistency with other applications; set a one-year time limit for the completion of an application; and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendment would also eliminate the reference to the *Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire*, CHRB-87, which is currently incorporated by reference. Instead, the rule would be amended to incorporate by reference the proposed new Application for License as a Contractor or Sub-contractor, CHRB-86. The proposed form CHRB-86 would retain all content from the form CHRB-87 pertaining to the contractor license. However, the CHRB-86 would be formatted to provide for ease of electronic submission and to meet accessibility requirements. The CHRB-86 will help avoid confusion, as contractors and concessionaires must meet different requirements and, accordingly, should complete separate applications.

The proposed amendment to Board [Rule 2057, Initial Application and Approval of a Simulcast Facility](#), would expand the review period, during which the Board must determine all application deficiencies and notify the applicant, from 14 to 30 days to account for staff workload and for consistency with other applications; set a one-year time limit for the completion of an application; require the Board to approve or deny an application within 60 days of it being deemed complete; stipulate that, subsequent to the issuance of a license pursuant to the rule, changes to information in the application will be permitted by order of the Board or Board approval of a written request from the applicant; establish a five-year license term; and institute a nonrefundable \$500 application fee to cover the Board's administrative costs for processing, review, investigation, and other tasks related to the application. The proposed amendment would also update the reference to the Personal History Record, CHRB-25A, which is incorporated by reference, to reflect the proposed revised version of the Personal History Record. Additionally, the proposed amendment would update the references to the Application for Authorization to Operate a Simulcast Wagering Facility, CHRB-25, to incorporate the proposed revised version of the application. The proposed revised application would provide notice to the applicant of a five-year license term; include instructions for the full disclosure statement, which is currently required for certain applicants; reformat the application to provide for ease of electronic submission and meet

accessibility requirements; and add language requesting a check for the \$500 application fee.

The proposed amendment to Board [Rule 2059, Initial Application and Approval of a Simulcast Organization](#), would expand the review period, during which the Board must determine all application deficiencies and notify the applicant, from 14 to 30 days to account for staff workload and for consistency with other applications; set a one-year time limit for the completion of an application; and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendment would also update the reference to the Application for Approval to Operate a Simulcast Organization, CHRB-34, which is incorporated by reference, to implement the proposed revised version of the application. The proposed revised application is formatted to allow for ease of electronic submission, to meet accessibility requirements, and for consistency with other applications.

The proposed amendment to Board [Rule 2066, Application for License to Operate a Minisatellite Wagering Facility](#), would set a one-year time limit for the completion of an application and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendment would also update the reference to the Personal History Record, CHRB-25A, which is incorporated by reference, to implement the proposed revised version of the Personal History Record.

The proposed amendments to Board [Rule 2071, License to Conduct Advance Deposit Wagering by a California Applicant](#), and Board [Rule 2072, Approval to Conduct Advance Deposit Wagering by an Out-of-State Applicant](#), would set a one-year time limit for the completion of an application and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendments would also update the references to the Application for License to Conduct Advance Deposit Wagering, CHRB-132, and the Application For Approval to Conduct Advance Deposit Wagering, CHRB-133, which are incorporated by reference into Board Rule 2071 and Board Rule 2072, respectively, to implement the proposed revised versions of the applications. The proposed revised applications will eliminate the language asking for the agreement that allows the applicant to accept wagers on races conducted by a particular racing association or fair, along with the appropriate horsemen's approval, and replace it with language requesting the hub agreement with the racing association or fair and/or the appropriate horsemen's organization that allows the applicant to accept wagers from California residents on races conducted outside of California for a particular breed. This is necessary, as the association or fair is responsible for submitting the former agreement with its race meet application, whereas the applicant must submit the latter agreement as part of its advance deposit wagering application.

The proposed revision to the Personal History Record, CHRB-25A, would update the form for consistency with the personal history statements currently used by the Board's enforcement division to obtain the information necessary to conduct its background investigations.

The proposed regulatory action would also make non-substantive technical edits to the aforementioned rules and applications.

BACKGROUND:

The various rules and applications pertaining to the entities involved in horse racing and pari-mutuel wagering were implemented across a wide timespan. For example, the rule governing simulcast wagering facilities became operative in 1988, and the application incorporated therein was last revised in 1991. Meanwhile, the rule governing minisatellite wagering facilities went into effect in 2009, with the associated application being last updated in 2022. Not surprisingly, notable inconsistencies exist in certain common provisions, such as the number of days within which the Board must notify an applicant of deficiencies contained in an application. Such provisions reflect the conditions that existed when they were implemented. In the case of the race meet applications, a provision requiring a horse ambulance during racing and training was omitted. Meanwhile, another provision shared among the applications requires the Board to approve or deny an application within 90 days of receipt. This can be problematic, as was recently illustrated when an applicant provided an application and supporting documentation but refused to pay the required application fee. Nevertheless, the Board packages for the application had to be prepared, along with a staff analysis, so that the Board could formally hear the matter and take action on it, only to deny it by default. These examples illustrate the need for revisions to the aforementioned rules and applications.

RECOMMENDATION:

This item is presented for Board discussion and action.

Agenda Item 4 - Rule 1433, 1440, 1440.5, 2057, 2059, 2066, 2071, & 2072 Overview

Application	CHRB Rule Impacted	CHRB Forms Impacted	Proposed Revision	Justification
License to Conduct a Horse Racing Meeting	Rule 1433, Application for License to Conduct a Horse Racing Meeting	CHRB-17, Application for License to Conduct a Horse Racing Meeting CHRB-18, Application to Conduct a Horse Racing Meeting by a California Fair	<ul style="list-style-type: none"> • Add horse ambulance requirement and specify difference between horse and human ambulances • Non-substantive technical and grammatical edits 	<ul style="list-style-type: none"> • To clarify the need for horse ambulances and identify the differences between horse and human ambulances • Clarity and consistency
Approval of Concessionaires	Rule 1440, Approval of Concessionaires	CHRB-87, Application for Approval as a Concessionaire	<ul style="list-style-type: none"> • Creates two unique applications for contractors and concessionaires • Specify the approval terms to clarify length of applications in regulation, previously internal policy only. • Amended section to clarify the applicant is applying for approval, which requires review, as it currently seems like approval is automatic. • Added language to specify how applicants can apply and complete an application in regulation, previously internal policy only. • Non-substantive technical and grammatical edits 	<ul style="list-style-type: none"> • To ensure that only completed applications are brought to the Board and to eliminate unnecessary staff work • To create unique applications for contractors and concessionaires • Clarity and consistency
Licensing of Contractors and Subcontractors	Rule 1440.5, Licensing of Contractors and Subcontractors	CHRB-86, Application for License as a Contractor or Sub-contractor	<ul style="list-style-type: none"> • Creates two unique applications for contractors and concessionaires • Specify the approval terms to clarify length of applications in regulation, previously internal policy only. • Amended section to clarify the applicant is applying for approval, which requires review, as it currently seems like approval is automatic. • Added language to specify how applicants can apply and complete an application in regulation, previously internal policy only. • Updated timelines to submit completed application to be consistent with other timelines for other applications • Updated language to state that within 60 days of application being deemed complete to return to Board for approval, as opposed to 90 days of receipt • Added language regarding purging of outdated/incomplete applications • Non-substantive technical and grammatical edits 	<ul style="list-style-type: none"> • To ensure that only completed applications are brought to the Board and to eliminate unnecessary staff work • To create unique applications for contractors and concessionaires • Clarity and consistency
Initial Application and Approval of a Simulcast Facility	Rule 2057, Initial Application and Approval of a Simulcast Facility; Rule 2059, Initial Application and Approval of a Simulcast Organization	CHRB-25, Application for Authorization to Operate a Simulcast Wagering Facility, CHRB-34, Application for Approval to Operate a Simulcast Organization	<ul style="list-style-type: none"> • Added language to include a fee for simulcast applications and to require simulcast organizations to submit renewal applications every 5 years to mirror minisatellite applications and their requirements • Modified timelines to submit completed application to be consistent with other timelines for other applications • Updated language to state that within 60 days of application being deemed complete to return to Board for approval, as opposed to 90 days of receipt • Added language regarding purging of outdated/incomplete applications • Non-substantive technical and grammatical edits • <i>Note: term limit does not apply to Rule 2059 as these are organizations (SCOTWINC and NOTWINC) are not simulcast facilities</i> 	<ul style="list-style-type: none"> • Will mirror minisatellite application requirements and ensure the board has the ability to obtain and maintain current records of entities holding licenses and to monitor or inspect facilities effectively as needed for regulatory purposes. • To ensure that only completed applications are brought to the Board and to eliminate unnecessary staff work • Clarity and consistency

Agenda Item 4 - Rule 1433, 1440, 1440.5, 2057, 2059, 2066, 2071, & 2072 Overview

Application	CHRB Rule Impacted	CHRB Forms Impacted	Proposed Revision	Justification
Application for License to Operate a Minisatellite Wagering Facility	Rule 2066, Application for License to Operate a Minisatellite Wagering Facility	CHRB-228, Application for License to Operate a Minisatellite Wagering Facility	<ul style="list-style-type: none"> • Updated language to state that within 60 days of application being deemed complete to return to Board for approval, as opposed to 90 days of receipt • Added language regarding purging of outdated/incomplete applications • Non-substantive technical and grammatical edits 	<ul style="list-style-type: none"> • To ensure that only completed applications are brought to the Board and to eliminate unnecessary staff work • Clarity and consistency
License to Conduct Advance Deposit Wagering by a California Applicant	Rule 2071, License to Conduct Advance Deposit Wagering by a California Applicant	CHRB-132, Application for License to Conduct Advance Deposit Wagering	<ul style="list-style-type: none"> • Updated language to state that within 60 days of application being deemed complete to return to Board for approval, as opposed to 90 days of receipt • Added language regarding purging of outdated/incomplete applications • Replacing the language that asks for an ADW agreement with the association/fair with language asking for the "hub agreement," which allows for wagering on races conducted outside CA. The association/fair actually provides the ADW agreement with its race app. • Non-substantive technical and grammatical edits 	<ul style="list-style-type: none"> • To ensure that only completed applications are brought to the Board and to eliminate unnecessary staff work • Clarity and consistency
Approval to Conduct Advance Deposit Wagering by an Out-of-State Applicant	Rule 2072, Approval to Conduct Advance Deposit Wagering by an Out-of-State Applicant	CHRB-133, Application For Approval to Conduct Advance Deposit Wagering	<ul style="list-style-type: none"> • Updated language to state that within 60 days of application being deemed complete to return to Board for approval, as opposed to 90 days of receipt • Added language regarding purging of outdated/incomplete applications • Replacing the language that asks for an ADW agreement with the association/fair with language asking for the "hub agreement," which allows for wagering on races conducted outside CA. The association/fair actually provides the ADW agreement with its race app. • Non-substantive technical and grammatical edits 	<ul style="list-style-type: none"> • To ensure that only completed applications are brought to the Board and to eliminate unnecessary staff work • Clarity and consistency
Personal History Record	Rule 1433, Application for License to Conduct a Horse Racing Meeting	CHRB-25A, Personal History Record	<ul style="list-style-type: none"> • Updated to make more user friendly and capture additional information needed for background checks and licensing • Updated referenced to CHRB-25A throughout regulations and other applications 	<ul style="list-style-type: none"> • To obtain needed information for licensing and background checks • Clarity and consistency

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 3. RACING ASSOCIATION
PROPOSED AMENDMENT OF BOARD RULE 1433,
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING

1433. Application for License to Conduct a Horse Racing Meeting.

(a) Unless the Board requires an earlier filing, at least 90 days before the time allocated by the Board for a race meeting to start, the association shall file with the Board an Application for License to Conduct a Horse Racing Meeting, CHRB-17 (Rev. ~~7/24~~10/23), which is hereby incorporated by reference. Note: CHRB-17 incorporates by reference, the Personal History Record, CHRB-25A (Rev. ~~11/08~~10/23). A California fair shall file with the Board an Application for License to Conduct a Horse Racing Meeting of a California Fair, CHRB-18 (Rev. ~~7/24~~10/23), which is hereby incorporated by reference. Copies of CHRB-17 and CHRB-18 may be obtained at the California Horse Racing Board headquarters office.

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

Reference: Sections 19480, 19481, 19481.3 and 19562,
Business and Professions Code.

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:
- B. Breed of horse: Thoroughbred Quarter Horse
 Harness
- C. Racetrack name:
- 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:
- B. Actual dates racing will be held:
- C. Total number of days or nights of racing:

- D. Days or nights of the week races will be held:
Wednesday – Sunday Tuesday – Saturday Other (specify)
- E. Number of days or nights of racing per week:

3. RACING PROGRAM

- A. Total number of races:
- B. Number of races for each day or night:
- C. Total number of stakes races:
- 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.
- 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.

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

4. RACING ASSOCIATION

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

Information and Ownership.

C. CORPORATION

1. Registered name of the corporation:
2. State where incorporated:
3. Registry or file number for the corporation:
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes No
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
 - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant?
Yes No
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes No
If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names),

corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.

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

E. OTHER

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

F. FINANCIAL INFORMATION *

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

*NOTICE TO APPLICANT: The financial information provided pursuant to subsection (F) above is exempt

from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

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

5. TAKE OUT PERCENTAGE

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

Yes No

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

Wager(s) to be adjusted:

Proposed percentage: %

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

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

6. HANDLE HISTORY

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

Year	Handle	Attendance

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

fees):

A. Purse distribution:

1. All races other than stakes:

Current meet estimate:

Prior meet actual:

Average Daily Purse ($7A1 \div$ number of days):

Current meet estimate:

Prior meet actual:

2. Overnight stakes:

Current meet estimate:

Prior meet actual:

Average Daily Purse ($7A2 \div$ number of days):

Current meet estimate:

Prior meet actual:

3. Non-overnight stakes:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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:

Prior meet actual:

Average Daily Purse ($7B1 \div$ number of days):

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

- 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:

Total:

Total:

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen

(7A + 7C + 7D):

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

- 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:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

- I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting:

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:
- B. Minimum number of stalls believed necessary for the meeting:
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- 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):
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall.
- H. State estimated cost to provide vaning from off-site stalls for this meeting. Show fees to be paid for vaning per-horse.

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

10. PARI-MUTUEL WAGERING PROGRAM

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

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

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1		
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.
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool:
- D. List any options requested with regard to exotic wagering.

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

TAKEOUT PERCENTAGE

(Example) PNP5-14%

- Race #1
- 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.
- 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:
- 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:
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal:
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Quarter Horse races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
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- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

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

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

13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association:
- B. Names and addresses of the trustees or directors of the 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)
Clerk of Scales
Clerk of the Course
Film Specialist
Horse Identifier
Horseshoe Inspector
Paddock Judge
Patrol Judges
Placing Judges
Starter
Timer
- B. Management officials in the racing department:
Director of Racing
Racing Secretary
Assistant Racing Secretary
Paymaster of Purses
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:
- 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:
- 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.
- 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:

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.
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis:
 - 1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
 - 2. Detention Stalls:
 - a. Attach a plan for use of graded stakes or overnight races.
 - b. Number of security guards in the detention stall area during a 24-hour period:
 - c. Describe number and location of surveillance cameras in detention stall area.
 - 3. TCO2 Testing:
 - a. Number of races to be tested, and number of horses entered in each race to be tested:
 - b. Plan for enhanced surveillance for trainers with high-test results:
 - c. Plan for detention stalls for repeat offenders:
 - d. Number of security personnel assigned to the TCO2 program:
- C. Describe the electronic security system.
 - 1. Location and number of video surveillance cameras for the detention stall and stable gate:
- D. For night racing associations: Describe emergency lighting system.

16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of ~~the~~each human and horse ambulance service to be used during workouts and during racing:
 - 1. Attach a certification from ~~the~~each human 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~~each ambulance service to be used during workouts at auxiliary sites:

1. Attach a certification from ~~the~~each 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:
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):
- 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:
- 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):
- 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):
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used

in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. -The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

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:
Promotional/Marketing budget for prior race meeting:
- C. Number of hosts and hostesses employed for meeting:
- D. Describe facilities set aside for new fans.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
 - 1. Horsemen
 - 2. Fans
 - 3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year.
 - Admission (general)
 - Admission (clubhouse)
 - Reserved seating (general)
 - Reserved seating (clubhouse)
 - Parking (general)
 - Parking (preferred)
 - Parking (valet)
 - Programs (on-track)
 - (off-track)
- B. Describe any "Season Boxes" and "Turf Club Membership" fees.

C. Describe any "package" plans, such as combined parking, admission, and program.

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

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

B. Describe the quarters to be used for female jockeys/drivers.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) .

B. Number of rooms used for housing on the backstretch of the racetrack:

C. Number of restrooms available on the backstretch of the racetrack:

D. Estimated ratio of restroom facilities to the number of backstretch personnel:

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: feet.

B. Describe the type of track surface at the facility, including the specific track surface composition.

C. The percent of cross slope in the straightaways is:
The percent of cross slope in the center of the turns is:

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.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach

a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. -The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

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

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

24. CERTIFICATION BY APPLICANT

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

X

Signature

Print Name

Print Title

Date

ADDENDUM

Background and Ownership Information

FULL DISCLOSURE: By authority of sections 19440 and 19480 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in order to allow an evaluation of the competency, integrity, and character of potential racetrack operator, contractor, subcontractor and concessionaire licensees of the California Horse Racing Board (CHRB), any applicant for such a license shall comply with the provisions set forth below. Where applicable, supply the requested information and submit with your application documents. (If necessary, attach additional pages showing the corresponding numbers for the questions you are answering.) If a question does not apply to you, so state with "N/A".

NOTE: All information contained in this Addendum may be disclosed pursuant to the California Public Records Act.

I. BACKGROUND INFORMATION

- A. **PERSONAL INFORMATION** - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5% or more:
 - 1. Full name and any previous names or aliases;
 - 2. date of birth;
 - 3. physical description;
 - 4. business address and telephone number; and
 - 5. disclosure of employment, education and military history for the past 20 years or since the age of 18.

- B. **PERSONAL HISTORY** - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in Addendum Section I.A.

- C. **RELATIONSHIP** - The application documents must state, for each individual providing information under Addendum Section I.A., whether the individual is related to a member or an employee of the CHRB. A half-relationship or step-relationship is considered to be a familial relationship.

- D. **CORPORATIONS** - If the applicant is a corporation, the application documents must state:
 - 1. The state in which the applicant is incorporated; and
 - 2. name and address of the applicant's agent for service of process in California.

- E. **INDICTMENTS OR CONVICTIONS** - If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

- F. **PENDING LEGAL PROCEEDINGS** - An applicant for a license to operate a racetrack must describe any pending legal proceedings of \$250,000 or more:
 - 1. To which the applicant, a director, officer, or partner of the applicant, or an

- individual who owns an interest in the applicant of 5% or more is a party; or
2. that involves property owned by the applicant, a director, officer, or partner of the applicant, an individual who owns an interest in the applicant of 5% or more, or a related entity identified under Addendum Section I.
 3. Applicant must state the name of the court or agency before which the proceeding is or was pending, the case number, date the proceeding was instituted, and the names of the principal parties to the proceeding.

II. OWNERSHIP

- A. IDENTIFICATION AND LOCATION - The application documents must include:
1. All names used by the applicant; and
 2. name of the agent and the address and telephone number of the office of the applicant for service of process in California.
- B. BUSINESS STRUCTURE - The application documents must describe the applicant's business structure and include an organizational chart.
- C. ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the CHRB, the application documents must state:
1. Name of each individual who was an organizer or promoter of the applicant;
 2. nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
 3. nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.
- D. ORGANIZATIONAL DOCUMENTS
1. If the applicant is a corporation, the application documents must include:
 - a. Statement of when and in what state the corporation was organized;
 - b. certified copy of the articles of incorporation and bylaws of the applicant;
 - c. statement and documentation of whether the corporation has been reorganized or reincorporated during the five-year period preceding the date on which the application documents are submitted to the CHRB; and
 - d. statement and documentation of whether the corporation has filed restated articles of incorporation.
 2. If the applicant is an unincorporated business association, the application documents must include:
 - a. Certified copy of each organizational document for the applicant, including any partnership agreement; and
 - b. description of any oral agreements involving the organization of the partnership.
- E. CAPITOL STOCK
1. If the applicant is authorized to issue capital stock, the application documents must

state the classes of stock authorized and the total shares of each class authorized.

2. For each class of stock, applicant must also state:
 - a. Par value, if any;
 - b. voting rights;
 - c. current rate of dividend; and
 - d. number of shares outstanding and the market value of each share.
3. Application documents must list the name and address of each person who owns, of record or beneficially, at least 5% of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
4. Application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state:
 - a. Name and address of each stockholder participating in the trust or agreement;
 - b. class of stock involved; and total number of shares held by the trust or agreement.

F. DIRECTORS, OFFICERS, AND PARTNERS

1. If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the CHRB, as a director, officer, or partner of the applicant. The list must state for each individual:
 - a. Name and business address;
 - b. each position or office of the applicant held by the individual;
 - c. principal occupation during the five-year period preceding the date on which the application documents are submitted to the CHRB; and
 - d. nature and extent of any ownership interest in the applicant.
2. Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under Addendum Section II.F.1.

G. CONTROLLING ENTITY

1. Application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
2. If a nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by Addendum Section II.G.1., as it relates to the nonindividual entity.
3. Application documents must include information required by Addendum Section II.G.2., for each nonindividual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

H. OUTSIDE INTERESTS AND LICENSE HISTORY - Application documents must state whether the applicant or a director, officer, or partner of the applicant

1. Ever held an ownership interest in a licensee of the CHRB; or is currently engaged in the business of racing in another state.

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:
- 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.

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:
- B. Actual dates racing will be held:
- C. Dates racing will NOT be held:
- D. Total number of racing days:
- E. Days of the week races will be held:
 Wednesday – Sunday Tuesday – Saturday Other (specify)

3. RACING PROGRAM

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

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred							
Other Breeds							
Total							

D. Total number of stakes races by breed:

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).
3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted.

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No

If no, which racing colors are to be used?

G. List all post times for the daily racing program:

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:

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program:

- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program:
- 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).

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

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

- A. Purse distribution:

1. All races other than stakes:

Current meet estimate:

Prior meet actual:

Average Daily Purse ($7A1 \div$ number of days):

Current meet estimate:

Prior meet actual:

2. Overnight stakes:

Current meet estimate:

Prior meet actual:

Average Daily Purse ($7A2 \div$ number of days):

Current meet estimate:

Prior meet actual:

3. Non-overnight stakes:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

CTT

TOC

NTRA

PCQHRA

CWRA

ARAC

AMRA

CHBPAPEN

CTHF

Total:

Total:

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:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

F. Purse funds to be generated from interstate handle:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting:

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:
- B. Minimum number of stalls believed necessary for the meeting:
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c).
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall.
- H. State estimated cost to provide vaning from off-site stalls for this meeting. Show fees to be paid for vaning per-horse.

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites:
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

10. PARI-MUTUEL WAGERING PROGRAM

- A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)?
If yes, attach a copy of the CARF recommended wagering format. Yes
No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

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

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #1			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #2			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #3			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #4			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #5			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #6			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #7			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #8			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #9			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #10			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #11			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #12			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #13			<input 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.

D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool:

E. List any options requested with regard to exotic wagering.

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:

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

TAKEOUT PERCENTAGE

(Example) PNP5-14%

- Race #1
- 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 fair for this race meeting.
- 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:
- 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:
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:
- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal:
- G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

- H. List imported simulcast races the fair plans to receive during the racing meeting that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
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- 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 vaning 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
 - Clerk of the Course
 - Film Specialist
 - Horse Identifier
 - Horseshoe Inspector
 - Paddock Judge
 - Patrol Judges
 - Placing Judges
 - Starter
 - Timer

- B. Management officials in the racing department:
 - Director of Racing
 - Racing Secretary
 - Assistant Racing Secretary
 - Paymaster of Purses
 - 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:

- 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:

- 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.

- 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:

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.

- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis:
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
 2. Detention Stalls:
 - a. Attach a plan for use of graded stakes or overnight races.
 - b. Number of security guards in the detention stall area during a 24-hour period.
 - c. Describe number and location of surveillance cameras in detention stall area.
 3. TCO2 Testing:
 - a. Number of races to be tested and number of horses entered in each race to be tested.
 - b. Plan for enhanced surveillance for trainers with high-test results:
 - c. Plan for detention stalls for repeat offenders:
 - d. Number of security personnel assigned to the TCO2 program:
- C. Describe the electronic security system.
1. Location and number of video surveillance cameras for the detention stall and stable gate:

15. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of ~~the~~each human and horse ambulance service to be used during workouts and during racing:
1. Attach a certification from ~~the~~each human 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~~each ambulance service to be used during workouts at auxiliary sites:
1. Attach a certification from ~~the~~each 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.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:

- 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:
- 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):
- 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):
- 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:
- B. Does the fair plan to provide its own concessions? Yes No

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) on (date) .
- B. Number of rooms used for housing on the backstretch of the racetrack:
- C. Number of restrooms available on the backstretch of the racetrack:
- D. Estimated ratio of restrooms to the number of backstretch personnel:

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: feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition.
- C. The percent of cross slope in the straightaways is:
The percent of cross slope in the center of the turns is:
- 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.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:
- 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):

- 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):
- 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):

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

Print Name

Print Title

Date

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 3. RACING ASSOCIATION
PROPOSED AMENDMENT OF RULE 1440,
APPROVAL OF CONCESSIONAIRES

Rule 1440. Approval of Concessionaires.

(a) No guest association, as defined in Article 24, Rule 2056(h) in this Division, or racing association or person licensed by the Board to conduct a horseracing meeting shall engage, contract with, or permit any person or entity to act as a concessionaire for the purpose of providing service to the association in the form of food and beverage service, janitorial service, or racing selection service unless such person or entity providing such service has been approved by the Board.

(b) In order to ~~be approved~~ apply for approval, a person or entity who contracts to act as a concessionaire shall submit to the Board CHRB-87 (Rev. ~~5/97~~10/23), ~~Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire~~ Application for Approval as a Concessionaire, which is hereby incorporated by reference. ~~The completed CHRB-87 shall accompany CHRB-17 Application for License to Conduct a Horseracing Meeting or CHRB-18 Application For License to Conduct a Horseracing Meeting of a California Fair.~~

(c) The initial approval term shall be from the date of Board approval through one year from the last day of the month of approval. Subsequent approval terms shall be from the first day of the month following the last day of the previous approval term, unless complete renewal documents are not received by the Board prior to that day, through one year from the last day of the previous approval.

(d) A person or entity who contracts to act as a concessionaire may apply to renew its approval by submitting to the Board a completed concessionaire renewal form, to be provided by the Board, prior to the end of its current approval. The Board may require the person or entity to submit a new Application for Approval as a Concessionaire if it is deemed that a lapse in approval or change in entity information warrants a new application.

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

Reference: Sections 19420, 19440 and 19510,
Business and Professions Code.

State of California
CALIFORNIA HORSE RACING BOARD

Application for License/Contractor or Sub-contractor
Application for Approval/Concessionaire

Application is hereby made to the California Horse Racing Board for a license/approval to provide goods or services in connection with a horseracing meeting and/or parimutuel wagering in accordance with the Business and Professions Code, Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (Rules and Regulations of the California Horse Racing Board).

(1) Name of applicant entity:

(A) Type of business:

(B) Mailing address:

(C) Telephone number:

(D) Fax number:

(2) Contract/Agreement: (Supply the following information on each contract/agreement):

(A) Names of racing entities with whom you have or intend to have a contract or agreement:

(B) Addresses of racing entities:

(C) Racing entities phone numbers:

(D) Proposed contract dates: From: _____ To: _____ (inclusive).

(E) Location(s) where services or goods are to be delivered:

(F) Describe the goods or services to be provided:

Attach a certified check payable to the Treasurer of the State of California in the amount of \$1,000 for a totalizator company and simulcast service supplier or \$250 for a video production, timing and photo finishing company for the required license fee. Fees are not required for approval as a concessionaire.

CHRB CERTIFICATION

Application filed on: _____	14-day Notice Letter: _____
Fee received by: _____	Approved on: _____
Reviewed by: _____	License number issued: _____

~~(3) THE CONTRACTOR/CONCESSIONAIRE~~

- ~~-(A) The applicant contractor/concessionaire is a:~~
Corporation [] Please complete subsections B, C, and D.

Partnership [] Sole proprietorship [] Other business entity []
Please complete subsections C and D.

All entities must fulfill the instructions for Full Disclosure Statement on Pages 4-6 of this application.

- ~~-(B) Corporation~~
- ~~(1) The registered name of the corporation:~~
 - ~~(2) State where incorporated:~~
 - ~~(3) Registry or file number for the corporation:~~
 - ~~(4) The names of all officers and directors, their respective offices, and the number of shares of the corporation held by each:~~
 - ~~(5) The names (true names if known) of all persons other than the officers and directors heretofore listed holding 5% or more of the outstanding shares in the corporation and the number of shares held by each:~~
 - ~~(6) The number of outstanding shares in the corporation:~~
 - ~~(7) Are the shares listed for public trading? YES [] NO []
If YES, on what exchange and how is the stock listed:~~
 - ~~(8) Give the name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation:~~
 - ~~(9) If 100% 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 the paired corporation or entity:~~

California Horse Racing Board – Application for License/Approval

~~Attach the most current annual financial statement for the corporation including balance sheet and profit and loss statement and a copy of the most recent report made to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.~~

~~(C) MANAGEMENT AND STAFF OF THE CONTRACTOR/
CONCESSIONAIRE~~

~~(1) The name and title of the managing officer and/or General Manager of the contractor:~~

~~(2) The names and titles of all managers and staff who are employed by the contractor or concessionaire and, who will operate, install or maintain equipment or otherwise provide service on a premises licensed by the California Horse Racing Board:~~

~~(D) THE CONTRACT/AGREEMENT~~

~~(1) Attach a copy of all contract(s)/agreement(s) covered by this application.~~

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 contractor or concessionaire to attest to this application on its behalf.~~

Name

Signature

Title

Date

California Horse Racing Board – Application for License/Approval

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Chapter 4, Division 8, Sections 19440 and 19480 of the California Business and Professions Code; and in order to allow an evaluation of the competence, integrity, and character of potential licensees, all applicants for license as contractors, sub-contractors and all concessionaires applying for Board approval, including any person, corporation, trust, association, partnership or joint venture which submits an application for license or approval shall comply with the provisions set forth below. Please use a separate sheet of paper to supply the requested information.

I. BACKGROUND INFORMATION

(A) PERSONAL INFORMATION – Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5% or more:

- (1) The individual's full name and any previous names or aliases;
- (2) the individual's date of birth;
- (3) a physical description of the individual;
- (4) the individual's business addresses and telephone numbers and
- (5) a disclosure of employment, educational and military history for the past 20 years or since the age of 18 years.

(A1) PERSONAL HISTORY – Application documents must include a completed Personal History Record, CHR-25A, for each individual named in subsection (A) who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more.

(B) RELATIONSHIP – The application documents must state, for each individual providing information under subsection (A) of this section, whether the individual is related to a member of the California Horse Racing Board or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

(C) CORPORATIONS – If the applicant is a corporation, the application documents must state:

- (1) The state in which the applicant is incorporated and
- (2) the name and address of the applicant's agent for service of process in California.

(D) INDICTMENTS OR CONVICTIONS

If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

II. OWNERSHIP

(A) IDENTIFICATION AND LOCATION – The application documents must include:

- (1) A list of all names used by the applicant; and
- (2) the name of the agent and the address and telephone number of the office of the applicant for service of process in California.

CHRB-87 (Rev. 5/97)

California Horse Racing Board – Application for License/Approval

- ~~(B) — BUSINESS STRUCTURE — The application documents must describe the applicant's business structure and include an organizational chart.~~
- ~~(C) — ORGANIZERS — If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state:~~
- ~~(1) — The name of each individual who was an organizer or promoter of the applicant;~~
 - ~~(2) — the nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and~~
 - ~~(3) — the nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.~~
- ~~(D) — ORGANIZATIONAL DOCUMENTS~~
- ~~(1) — If the applicant is a corporation, the application documents must include:~~
 - ~~(a) — A statement of when and in what state the corporation was organized;~~
 - ~~(b) — a certified copy of the articles of incorporation and by laws of the applicant;~~
 - ~~(c) — a statement and documentation of whether the corporation has been reorganized or reincorporated during the five year period preceding the date on which the application documents are submitted to the Board; and~~
 - ~~(d) — a statement and documentation of whether the corporation has filed restated articles of incorporation.~~
 - ~~(2) — If the applicant is an unincorporated business association, the application documents must include:~~
 - ~~(a) — A certified copy of each organizational document for the applicant, including any partnership agreement; and~~
 - ~~(b) — a description of any oral agreements involving the organization of the partnership.~~
- ~~(E) — CAPITAL STOCK~~
- ~~(1) — If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.~~
 - ~~(2) — The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock:~~
 - ~~(a) — The par value, if any;~~
 - ~~(b) — the voting rights;~~
 - ~~(c) — the current rate of dividend; and~~
 - ~~(d) — the number of shares outstanding and the market value of each share.~~
 - ~~(3) — The application documents must list the name and address of each person who owns, of record or beneficially, at least 5% of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.~~

~~CHRB-87 (Rev. 5/97)~~

~~California Horse Racing Board — Application for License/Approval~~

~~(4) — The application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state:~~

- ~~(a) — The name and address of each stockholder participating in the trust or agreement;~~
- ~~(b) — the class of stock involved; and~~
- ~~(c) — the total number of shares held by the trust or agreement.~~

~~(F) — DIRECTORS, OFFICERS, AND PARTNERS~~

~~(1) — If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.~~

~~(2) — The list must state, for each individual listed under subsection (1) of this section:~~

- ~~(a) — The individual's name and business address;~~
- ~~(b) — each position or office of the applicant held by the individual;~~
- ~~(c) — the individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and~~
- ~~(d) — the nature and extent of any ownership interest that the individual has in the applicant.~~

~~(3) — Application documents must include a completed Personal History Record, CHR-25A, for each individual named under subsection (1) of this section.~~

~~(G) — CONTROLLING ENTITY~~

~~(1) — The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.~~

~~(2) — If a nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection (1) of this section as it relates to the nonindividual entity.~~

~~(3) — The application documents must include information required by subsection (2) of this section for each nonindividual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.~~

~~(H) — OUTSIDE INTERESTS AND LICENSE HISTORY~~

~~(1) — The application must state whether the applicant or a director, officer, or partner of the applicant;~~

- ~~(a) — Has ever held an ownership interest in a licensee of the Board; or~~
- ~~(b) — is currently engaged in the business of racing in another state.~~

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL AS A CONCESSIONAIRE
CHRB-87 (Rev 10/23)

Application is hereby made to the CHRB for an approval to provide goods or services in connection with a horseracing meeting and/or parimutuel wagering in accordance with the Business and Professions Code (BPC), Division 8, Chapter 4 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

A. Name of applicant entity:

B. Type of business:

Food and beverage service Janitorial Service Racing selection service

C. Mailing address:

D. Telephone number:

E. Email address:

2. AGREEMENTS WITH RACING ENTITIES

A. Names of racing entities with which you have or intend to have a contract/agreement:

B. Addresses of racing entities:

C. Phone numbers of racing entities:

D. Proposed contracts dates:

E. Locations where goods or services are to be delivered:

F. Description of goods or services to be provided:

3. BUSINESS STRUCTURE

A. Applicant entity business structure:

Corporation

Limited liability company Limited partnership Sole proprietorship

Other

If corporation, continue to subsection B. Otherwise, continue to subsection C.

B. Corporation

1. Registered name of corporation:

2. State where incorporated:
3. Registry or file number:
4. Names of officers and directors, their respective titles, and number of shares of the corporation held by each:
5. Names (true names, if known) of all persons other than the officers and directors heretofore listed who hold five percent or more of the outstanding shares in the corporation and the number of shares held by each:
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes No
If Yes, on which exchange, and how is the stock listed?
8. Name of custodian of list of shareholders and/or transfer agent for shareholdings of corporation:
9. If 100 percent of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.

C. Management and Staff of Applicant Entity

1. Names and titles of all managers and staff employed by the concessionaire who will operate, install, or maintain equipment or otherwise provide service on a premises licensed by the CHRB:

D. Contracts/Agreements

1. Attach a copy of all contracts/agreements covered by this application.

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 concessionaire to attest to this application on its behalf.

Name

Signature

Title

Date

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Chapter 4, Division 8, sections 19440 and 19480 of the BPC, and in order to allow an evaluation of the competence, integrity, and character of potential licensees, all concessionaires applying for Board approval, including any person, corporation, trust, association, partnership, or joint venture that submits an application for approval, shall comply with the provisions set forth below. Please use a separate sheet of paper to supply the requested information.

1. BACKGROUND INFORMATION

A. PERSONAL INFORMATION—Application documents must include, for each individual who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more, the following:

1. The individual's full name and any previous names or aliases;
2. The individual's date of birth;
3. A physical description of the individual;
4. The individual's business addresses and telephone numbers; and
5. A disclosure of employment and educational and military history for the past 20 years or since the age of 18 years.

B. PERSONAL HISTORY—Application documents must include a completed Personal History Record, CHR-25A, for each individual named in subsection A who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more.

C. RELATIONSHIP—The application documents must state, for each individual providing information under subsection A of this section, whether the individual is related to a member of the CHR or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

D. CORPORATIONS—If the applicant is a corporation, the application documents must state the following:

1. The state in which the applicant is incorporated; and
2. The name and address of the applicant's agent for service of process in California.

E. INDICTMENTS OR CONVICTIONS

If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense (i.e., felony or misdemeanor).

2. OWNERSHIP

A. IDENTIFICATION AND LOCATION—The application documents must include the following:

1. A list of all names used by the applicant; and
2. The name of the agent and the address and telephone number of the office of the applicant for service of process in California.

B. BUSINESS STRUCTURE—The application documents must describe the applicant's business structure and include an organizational chart.

C. ORGANIZERS—If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state the following:

1. The name of each individual who was an organizer or promoter of the applicant;
2. The nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
3. The nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.

D. ORGANIZATIONAL DOCUMENTS

1. If the applicant is a corporation, the application documents must include the following:

- a. A statement of when and in which state the corporation was organized;
- b. A certified copy of the articles of incorporation and by-laws of the applicant;
- c. A statement and documentation of whether the corporation has been reorganized or reincorporated during the five-year period preceding the date on which the application documents are submitted to the Board; and
- d. A statement and documentation of whether the corporation has filed restated articles of incorporation.

2. If the applicant is an unincorporated business association, the application documents must include the following:

- a. A certified copy of each organizational document for the applicant, including any partnership agreement; and
- b. A description of any oral agreements involving the organization of the partnership.

E. CAPITAL STOCK

1. If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.

2. The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock, the following:

- a. The par value, if any;

- b. The voting rights;
 - c. The current rate of dividend; and
 - d. The number of shares outstanding and the market value of each share.
- 3. The application documents must list the name and address of each person who owns, of record or beneficially, at least 5% of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
- 4. The application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state the following:
 - a. The name and address of each stockholder participating in the trust or agreement;
 - b. The class of stock involved; and
 - c. The total number of shares held by the trust or agreement.

F. DIRECTORS, OFFICERS, AND PARTNERS

- 1. If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.
- 2. The list must state, for each individual listed under subsection 1 of this section, the following:
 - a. The individual's name and business address;
 - b. Each position or office of the applicant held by the individual;
 - c. The individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
 - d. The nature and extent of any ownership interest that the individual has in the applicant.
- 3. Application documents must include a completed Personal History Record, CHR-25A, for each individual named under subsection 1 of this section.

G. CONTROLLING ENTITY

- 1. The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
- 2. If a nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection 1 of this section as it relates to the nonindividual entity.

3. The application documents must include information required by subsection 2 of this section for each nonindividual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

H. OUTSIDE INTERESTS AND LICENSE HISTORY

1. The application must state whether the any of following holds for the applicant or a director, officer, or partner of the applicant:
 - a. Has ever held an ownership interest in a licensee of the Board; or
 - b. Is currently engaged in the business of racing in another state.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 3. RACING ASSOCIATION
PROPOSED AMENDMENT OF RULE 1440.5,
LICENSING OF CONTRACTORS AND SUB-CONTRACTORS

Rule 1440.5. Licensing of Contractors and Sub-contractors.

(a) An entity acting in any of the following capacities shall procure the appropriate license by completing and submitting to the Board, ~~CHRB-87 (Rev. 5/97), Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire-CHRB-86 (New 10/23), Application for License as a Contractor or Sub-contractor,~~ which is hereby incorporated by reference, at least ninety (90) calendar days before the date the entity intends to commence business at live race meetings and/or simulcast wagering facilities and pay the required fee as follows:

(1) Totalizator Company.....	\$1,000
(2) Simulcast Service Supplier.....	\$1,000
(3) Video Production Company.....	\$250
(4) Timing Company.....	\$250
(5) Photo Finish Company.....	\$250

~~(b) Every license granted by the Board under this rule shall expire on the last day of the issuance month and is renewable annually. The initial license term shall be from the date of Board approval through one year from the last day of the issuance month. Renewal license terms shall be from the first day of the month following the last day of the previous license term through one year from the last day of the previous license term, unless complete renewal documents are not submitted in a timely fashion.~~

~~(1) An entity acting as a contractor or sub-contractor pursuant to subsection (a) of this section may apply to renew its license by submitting to the Board a completed contractor renewal form, to be provided by the Board, prior to the end of its current approval. The Board may require the entity to submit a new Application for License as a Contractor or Sub-contractor if it is deemed that a lapse in licensure or change in entity information warrants a new application.~~

(c) ~~(1)~~ The Board shall notify an applicant in writing within ~~fourteen (14)~~30 calendar days from the receipt date by the Board's Administrative office if its application is complete or deficient. If the application is deficient, the notice shall include:

~~(1) Instructions~~instructions as to what is required of the applicant to complete the application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed.~~If the applicant fails to submit all documents needed to complete

the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.

(d) The Board shall approve or deny an application within ~~ninety (90)~~60 calendar days from the ~~receipt date~~ the application is deemed complete by the Board ~~unless the applicant requests and is granted additional time to supply information.~~

(e) If the Board denies an application, the applicant has thirty (30) calendar days, from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. This request must be in writing and sent to the Board's Administrative office. The Board shall respond in writing to the reconsideration request within thirty (30) working days from the receipt date of the request. If reconsideration is denied, the applicant may file for judicial review in accordance with Section 11523 of the Government Code.

(f) The Board may deny, suspend, or revoke the license on grounds or reasons ~~which~~that include, but are not limited to, the following determinations:

(1) The contractor/sub-contractor is ineligible to conduct business in this state pursuant to any federal or state statute.

(2) The contractor/sub-contractor or any of its officers, directors, partners, or principal management employees have engaged in any activity ~~which~~that is a ~~grounds~~basis for denial, suspension, or revocation of a license pursuant to this Division, or has failed, refused, or neglected to comply with any Board order, rule, or regulation, or order by the Board's Stewards reasonably related to its operations as a contractor/sub-contractor. The license shall remain denied, suspended, or revoked until all parties of the licensee comply with Board conditions. The remaining parties of the licensee shall not be prohibited from applying for a new license if compliance cannot be obtained from the offending party.

(g) If the Board fails to comply with the time frames outlined in this rule, the entity applicant may appeal, in writing, directly to the Board's Executive Director. Upon receipt of an appeal, the Executive Director shall render a decision, in writing to the applicant, within thirty (30) working days. If the appeal is decided in the applicant's favor, the license fee shall be refunded within fourteen (14) working days.

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

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

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB/Board)
APPLICATION FOR LICENSE AS A CONTRACTOR OR SUB-CONTRACTOR
CHRB-86 (New 10/23)

Application is hereby made to the CHRB for an approval to provide goods or services in connection with a horseracing meeting and/or parimutuel wagering in accordance with the Business and Professions Code (BPC), Division 8, Chapter 4 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

A. Name of applicant entity:

B. Type of business:

- Totalizator company Simulcast service supplier
 Video production company Timing company Photo finish company

Attach certified check payable to Treasurer of the State of California in the amount of \$1,000 for totalizator company or simulcast service supplier or \$250 for video production, timing, or photo finish company for the required license fee.

C. Mailing address:

D. Telephone number:

E. Email address:

2. AGREEMENTS WITH RACING ENTITIES

A. Names of racing entities with which you have or intend to have a contract/agreement:

B. Addresses of racing entities:

C. Phone numbers of racing entities:

D. Proposed contracts dates:

E. Locations where services are to be delivered:

F. Description of services to be provided:

3. BUSINESS STRUCTURE

A. Applicant entity business structure:

- Corporation
 Limited liability company Limited partnership Sole proprietorship
 Other

If corporation, continue to subsection B. Otherwise, continue to subsection C.

B. Corporation

1. Registered name of corporation:

2. State were incorporated:

3. Registry or file number:

4. Names of officers and directors, their respective offices, and number of shares of the corporation held by each:

5. Names (true names, if known) of all persons other than the officers and directors heretofore listed who hold five percent or more of the outstanding shares in the corporation and the number of shares held by each:

6. Number of outstanding shares in the corporation:

7. Are the shares listed for public trading? Yes No
If Yes, on which exchange, and how is the stock listed?

8. Name of custodian of list of shareholders and/or transfer agent for shareholdings of corporation:

9. If 100 percent of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.

Attach the most current annual report for the corporation, including balance sheet and profit and loss statement, and a copy of the most recent report made to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Department of Financial Protection and Innovation.

C. Management and Staff of Applicant Entity

1. Name and title of the managing officer and/or General Manager of the contractor:

2. Names and titles of all managers and staff who are employed by the contractor and will operate, install, or maintain equipment or otherwise provide service on a premises licensed by the CHRB:

D. Contracts/Agreements

1. Attach a copy of all contracts/agreements covered by this application.

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 concessionaire to attest to this application on its behalf.

Name

Signature

Title

Date

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Chapter 4, Division 8, sections 19440 and 19480 of the BPC, and in order to allow an evaluation of the competence, integrity, and character of potential licensees, all applicants for license as contractors and subcontractors, including any person, corporation, trust, association, partnership, or joint venture that submits an application for license, shall comply with the provisions set forth below. Please use a separate sheet of paper to supply the requested information.

1. BACKGROUND INFORMATION

A. PERSONAL INFORMATION—Application documents must include, for each individual who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more, the following:

1. The individual's full name and any previous names or aliases;
2. The individual's date of birth;
3. A physical description of the individual;
4. The individual's business addresses and telephone numbers; and
5. A disclosure of employment and educational and military history for the past 20 years or since the age of 18 years.

B. PERSONAL HISTORY—Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in subsection A who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more.

C. RELATIONSHIP—The application documents must state, for each individual providing information under subsection A of this section, whether the individual is related to a member of the CHRB or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

D. CORPORATIONS—If the applicant is a corporation, the application documents must state the following:

1. The state in which the applicant is incorporated; and
2. The name and address of the applicant's agent for service of process in California.

E. INDICTMENTS OR CONVICTIONS

If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense (i.e., felony or misdemeanor).

2. OWNERSHIP

A. IDENTIFICATION AND LOCATION—The application documents must include the following:

1. A list of all names used by the applicant; and
2. The name of the agent and the address and telephone number of the office of the applicant for service of process in California.

B. BUSINESS STRUCTURE—The application documents must describe the applicant's business structure and include an organizational chart.

C. ORGANIZERS—If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state the following:

1. The name of each individual who was an organizer or promoter of the applicant;
2. The nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
3. The nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.

D. ORGANIZATIONAL DOCUMENTS

1. If the applicant is a corporation, the application documents must include the following:

- a. A statement of when and in which state the corporation was organized;
- b. A certified copy of the articles of incorporation and by-laws of the applicant;
- c. A statement and documentation of whether the corporation has been reorganized or reincorporated during the five-year period preceding the date on which the application documents are submitted to the Board; and
- d. A statement and documentation of whether the corporation has filed restated articles of incorporation.

2. If the applicant is an unincorporated business association, the application documents must include the following:

- a. A certified copy of each organizational document for the applicant, including any partnership agreement; and
- b. A description of any oral agreements involving the organization of the partnership.

E. CAPITAL STOCK

1. If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.
2. The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock, the following:
 - a. The par value, if any;
 - b. The voting rights;
 - c. The current rate of dividend; and
 - d. The number of shares outstanding and the market value of each share.
3. The application documents must list the name and address of each person who owns, of record or beneficially, at least 5% of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
4. The application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state the following:
 - a. The name and address of each stockholder participating in the trust or agreement;
 - b. The class of stock involved; and
 - c. The total number of shares held by the trust or agreement.

F. DIRECTORS, OFFICERS, AND PARTNERS

1. If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.
2. The list must state, for each individual listed under subsection 1 of this section, the following:
 - a. The individual's name and business address;
 - b. Each position or office of the applicant held by the individual;
 - c. The individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
 - d. The nature and extent of any ownership interest that the individual has in the applicant.
3. Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection 1 of this section.

G. CONTROLLING ENTITY

1. The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
2. If a nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection 1 of this section as it relates to the nonindividual entity.
3. The application documents must include information required by subsection 2 of this section for each nonindividual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

H. OUTSIDE INTERESTS AND LICENSE HISTORY

1. The application must state whether any of the following holds for the applicant or a director, officer, or partner of the applicant:
 - a. Has ever held an ownership interest in a licensee of the Board; or
 - b. Is currently engaged in the business of racing in another state.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 24. INTRASTATE SIMULCAST WAGERING
PROPOSED AMENDMENT OF RULE 2057,
INITIAL APPLICATION AND APPROVAL OF A SIMULCAST FACILITY

2057. ~~Initial~~ Application and Approval of a Simulcast Facility.

No person, which includes any individual, partnership, corporation, or other association or organization, shall conduct or attempt to conduct wagering on the results of races simulcast from a race meeting held in this State unless authorized and permitted to do so by the Board as follows:

(a) A racing association, fair, or other entity proposing to act as a guest association shall complete an Application for Authorization to Operate a Simulcast Wagering Facility, ~~(Form CHRB-25, (Rev. 4/9210/23))~~, which is hereby incorporated by reference. Form CHRB-25 shall be available at the Board's administrative office. The application must include a certified check in the amount of \$500.00 payable to the Treasurer of the State of California for a nonrefundable application fee. The application shall be filed with the Board at least ninety (90) days prior to the first day of racing for review, investigation, and approval based on the following conditions:

(1) In order to allow an evaluation of the competence, integrity, and character of the applicant to operate a simulcast wagering facility, any person, corporation, trust association, partnership, or joint venture shall submit with the application, a Personal History Record, ~~(Form CHRB-25A, (Rev. 7/93))~~ (Rev. 10/23), which is hereby incorporated by reference, for the following:

(A) If the applicant is a corporation, the officers, the directors, and each owner, directly or indirectly, of any equity, security, or other ownership interest in the corporation. However, in the case of owners of publicly held equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to beneficially own five (5) percent or more of the publicly held securities need be disclosed.

(B) If the applicant is a trust, the trustee and all persons entitled to receive income or benefit from the trust.

(C) If the applicant is an association, the members, officers, and directors.

(D) If the applicant is a subsidiary, the officers, directors, and stockholders of the parent company thereof. However, in the case of owners of a publicly held equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to beneficially own five (5) percent or more of the publicly held securities need be disclosed.

(E) If the applicant is a partnership or joint venture, all of the general partners, limited partners, or joint venturers.

(F) If the parent company, general partner, limited partner, or joint venturer of any applicant is itself a corporation, trust, association, subsidiary, partnership, or joint venture, then the disclosure of such information, shall be made, as necessary, to determine ultimate ownership. However, in the case of owners of publicly held equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to beneficially own five (5) percent or more of the publicly held securities need be disclosed.

(G) If the applicant employs a management company, disclosure shall apply to the management as set forth in subsections A through F, as appropriate.

(2) The applicant has executed an agreement with a simulcast organization for the conduct of simulcast wagering at its facility; or may act on its own behalf by contracting with simulcast service suppliers and each individual racing association or fair to act as a guest association. A copy of each signed contract must accompany the application, (Form CHRB-25; (Rev. ~~4/92~~10/23).

(3) Every licensed simulcast facility shall be inspected by the fire authority having jurisdiction, as dictated by that authority's inspection schedule. After each inspection, a fire clearance by the fire authority must be obtained by the simulcast facility and filed with the Board within ten (10) calendar days of its receipt. This clearance must indicate that the facility meets the standard of fire safety set by the fire authority and that said facility is in compliance with fire safety codes as are applicable in that jurisdiction.

(4) Every simulcast facility shall be equipped with a downlink system consisting of a network broadcast quality satellite receiving antenna coupled with a broadcast specification Ku and/or C band receiver compatible with the encryption system used, with motorized directional control, electrical service, coaxial cabling, or equivalent or industry-accepted cabling, closed-circuit TV monitors and audio system, and a public address system.

(5) The guest association shall provide a patron area for parimutuel wagering and the observation of the satellite signal as received from the host association. The patron area shall be designated on the application by the applicant. Such area shall be the inclosure-public, as defined in Section 2056(j) in this Article, of the simulcast facility. No form of horse racing wagering, either in person, or by the use of runners, messengers, or otherwise, shall be permitted outside the inclosure. All odds data made available to the guest association by the host association shall be displayed at all times. ~~Effective January 1, 1994 for~~ For new facilities, the only offices permitted in restricted parimutuel access areas will be those required for operation of the parimutuel system.

(6) The guest association shall appoint, and have on duty while racing is being conducted, a simulcast facility supervisor or an assistant simulcast facility supervisor as defined in Section 2056 (a) and (n) in this Article.

(7) Every person employed by a guest association within the restricted area of the inclosure, as defined in Section 1420(v) in this Division and Section 2056(j) in this Article, of the simulcast facility is required to be licensed pursuant to Sections 1440 and 1481 in this Division.

(8) Every guest association shall provide security personnel to protect the public and maintain the peace within the simulcast wagering facility. Additionally, the guest association shall maintain such security controls over its inclosure and premises, as defined in Section ~~1420(g)~~1420(g) in this Division, the areas where uplink and downlink equipment is located, fencing, access gates, cables, wires and power lines and warning notifications where uplink and exterior equipment is located, and the equipment room where inside downlink receiving components are located, as the Board's Executive Director or his/her designee shall direct. Guest associations shall also remove, deny access to, eject, or exclude persons as provided by Sections 1980 and 1989 in this Division.

Guest associations shall have the right to request, in writing, that the Chairman of the Board grant a stay from such security controls directed by the Executive Director within seventy-two (72) hours of the directive. If granted, such a stay shall remain in force until an appeal can be considered at the next regularly scheduled public meeting of the Board. An appeal must be submitted, in writing, at least two (2) weeks prior to the meeting date. The directive will be in force until a stay is issued or the Board renders its decision on the appeal. Decisions by the Board shall be final.

(9) No guest association shall conduct wagering on any race or races other than those approved by the Board or simulcast by its host association.

(10) No guest association, except as provided for in Business and Professions Code Section 19605.3, may discontinue its operation nor conduct any activity ~~which that~~ would cause interruption of the signal without giving the Board and the host association prior written notice within fifteen (15) calendar days of such discontinuance or other change.

(11) Plans for new, proposed simulcast facility sites or for the remodeling or alteration of existing sites shall be submitted to the Board for review prior to the preparation of construction drawings. The Board shall review and approve said plans relative to security for the parimutuel operations, placement of data lines, and overall compatibility with Board policy and regulation within thirty (30) working days from the date the plans were received. If applicable, the simulcast organization named in the agreement described in (a)(2) of this Section shall be notified by the guest association of the availability of the plans and shall have the right to review them relative to security for the parimutuel operations and placement of data lines and comment to the Board prior to Board approval or denial of the plans.

(12) In the case of a fair, the Department of Food and Agriculture must approve the application pursuant to the provisions of Sections 19605.1, 19605.2, and 19605.6 of the Business and Professions Code. Such approval is not required for the California Exposition and State Fair and the Los Angeles County Fair.

(b) ~~(1)~~ The Board will notify an applicant in writing within ~~fourteen (14)~~ thirty (30) calendar days from the receipt date by the Board's Administrative office if its application is incomplete. This notice will include:

~~(1)~~ ~~Instructions~~ instructions as to what is required of the applicant to complete the application.

~~(2)~~ ~~Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed.~~ If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.

(c) The Board shall approve or deny an completed application within sixty (60) calendar days from the receipt date the application is deemed complete by the Board ~~unless the applicant requests and is granted additional time to supply information.~~

(d) If the Board denies approval of the application, the applicant has thirty (30) calendar days, from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. This request must be in writing and sent to the Board's Administrative office. If reconsideration is denied, the applicant has thirty (30) days to file for Superior Court review in accordance with Section 19463 of the Business and Professions Code.

(e) The approval of the application by the Board shall constitute a license to operate as a simulcast wagering facility, the term of which shall be five years from the date the license is issued, subject to the compliance provisions of Section 19433 of the Business and Professions Code.

(f) Subsequent to the issuance of a license to operate as a simulcast wagering facility under this article, changes or amendments to information or operating procedures contained in an Application will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant.

(g) Each guest association licensed prior to January 1, 2023, pursuant to subsection (a), shall file a new application (Form CHRB-25, Rev. 10/23), on a date to be determined by the Board, to renew its license.

Authority: Sections 19420, 19440 and 19590,
Business and Professions Code.

Reference: Sections 19410, 19410.5, ~~19460~~, 19433, 19460, 19463, 19601, 19605,
19605.1, 19605.2, 19605.6, 19608, 19608.1 and 19608.2,
Business and Professions Code; and
Sections 15376 and 15378,
Government Code.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY
CHRB-25 (Rev. 4/9210/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (~~B&PBPC~~), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

Attach a certified check payable to the Treasurer of the State of California in the amount of \$500 for the nonrefundable simulcast wagering facility application fee.

1. APPLICANT INFORMATION

- A. Name of applicant association, fair, or tribal facility:
- B. Location of facility (City and County):
- C. Mailing address of association, fair, or tribal facility:
- D. Telephone number:
- E. Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility:
- F. Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility:
- G. The regular schedule for operation of the facility will be as follows:
- H. Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year:

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

Notice to Applicant: If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

2. OPERATION OF THE SIMULCAST WAGERING FACILITY

- A. Inclusive hours and days for operation of the facility:
 Daily Wed - Sun Tues - Sat Other - specify:
- B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility:

E. If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility:

F. Has the management company or other entity been approved by the ~~U. S.~~ U.S. Bureau of Indian Affairs? Yes No If yes, the date of that approval:

Notice to Applicant: Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

4. CONCESSIONAIRES AND VENDORS

A. The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service of supplies):

B. Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are:

5. SUPERVISION, SECURITY, AND FIRE PREVENTION

A. The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility:

B. The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details):

C. Attach a copy of the Certificate of Insurance.

D. Attach a fire clearance from the fire authority having jurisdiction.

E. The name of the person having responsibility for security controls at the facility is:

F. The number of security officers and/or guards to be regularly employed at the facility is:

G. The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is:

H. Specify the name, address, and telephone number of the emergency ambulance service the applicant will utilize in event of illness or injury at the facility:

I. Does the applicant propose to have emergency medical care available at the facility:
 Yes No If yes, describe:

9. FOOD AND BEVERAGE SERVICE

- A.** Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; barn counters; or other description as appropriate):
- B.** The seating capacity in the general admission area is:
- C.** The number of tables in the general admission area is:
- D.** The seating capacity in the premium area is:
- E.** The number of tables in the premium area is:
- F.** Overall square footage in the public general admission area is:
- G.** Overall square footage in the public premium admission area is:
- H.** Overall square footage available for "overflow" attendance:
- I.** Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction:
- J.** The total number of parking spaces available in the combined parking areas can accommodate (number of standard sized automobiles):
- K.** Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking:

10. AGREEMENTS

- A.** Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair.
- B.** Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties.
- C.** Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the facility.

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its simulcast facility until notified otherwise.

Notice is also given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the (simulcast organization(s) ~~which~~ that contract(s) to provide the

pari-mutuel equipment and pari-mutuel employees; and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is also given that CHRB ~~Rules~~rules 1870 and 1871 require that the Board be given 15 ~~days~~days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, approved concessionaire, or approved service contractor.

11. DECLARATIONS

- A. All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, and agreements with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalized, except as follows (if there are no exceptions, so state):

- B. 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 that remain in effect for the entire term of the approval, except as follows (if there are no exceptions, so state):

- C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires, or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant, except as follows (if there are no exceptions, so state):

12. CERTIFICATION BY APPLICANT

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

Print Name

Signature

Print Title

Date

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Article 9.2, of the California ~~B&P~~Business and Professions Code; and the Federal Indian Gaming Act; in order to allow an evaluation of the competence, integrity, and character of potential simulcast facility operators authorized by the CHRB, any person, corporation, trust association, partnership, joint venture, or management firm ~~who~~that submits an application for such authorization or ~~who~~that is named in such application and ~~who~~that is not a State or County entity, or has not previously completed such disclosure when filing for a horseracing application pursuant to Article 4, Section 19480 of the California ~~B&P~~Business and Professions Code, shall be required to complete and submit a full disclosure statement.

1. BACKGROUND INFORMATION

A. PERSONAL INFORMATION—Application documents must include, for each individual who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more, the following:

1. The individual's full name and any previous names or aliases;
2. The individual's date of birth;
3. A physical description of the individual;
4. The individual's business addresses and telephone numbers; and
5. A disclosure of employment and educational and military history for the past 20 years or since the age of 18 years.

B. PERSONAL HISTORY—Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in subsection A who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more.

C. RELATIONSHIP—The application documents must state, for each individual providing information under subsection A of this section, whether the individual is related to a member of the CHRB or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

D. CORPORATIONS—If the applicant is a corporation, the application documents must state the following:

1. The state in which the applicant is incorporated; and
2. The name and address of the applicant's agent for service of process in California.

E. INDICTMENTS OR CONVICTIONS

If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense (i.e., felony or misdemeanor).

2. OWNERSHIP

A. IDENTIFICATION AND LOCATION—The application documents must include the following:

1. A list of all names used by the applicant; and
2. The name of the agent and the address and telephone number of the office of the applicant for service of process in California.

B. BUSINESS STRUCTURE—The application documents must describe the applicant's business structure and include an organizational chart.

C. ORGANIZERS—If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state the following:

1. The name of each individual who was an organizer or promoter of the applicant;
2. The nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
3. The nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.

D. ORGANIZATIONAL DOCUMENTS

1. If the applicant is a corporation, the application documents must include the following:

- a. A statement of when and in which state the corporation was organized;
- b. A certified copy of the articles of incorporation and by-laws of the applicant;
- c. A statement and documentation of whether the corporation has been reorganized or reincorporated during the five-year period preceding the date on which the application documents are submitted to the Board; and
- d. A statement and documentation of whether the corporation has filed restated articles of incorporation.

2. If the applicant is an unincorporated business association, the application documents must include the following:

- a. A certified copy of each organizational document for the applicant, including any partnership agreement; and
- b. A description of any oral agreements involving the organization of the partnership.

E. CAPITAL STOCK

1. If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.

2. The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock, the following:

- a. The par value, if any;
 - b. The voting rights;
 - c. The current rate of dividend; and
 - d. The number of shares outstanding and the market value of each share.
3. The application documents must list the name and address of each person who owns, of record or beneficially, at least 5% of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
4. The application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state the following:
 - a. The name and address of each stockholder participating in the trust or agreement;
 - b. The class of stock involved; and
 - c. The total number of shares held by the trust or agreement.

F. DIRECTORS, OFFICERS, AND PARTNERS

1. If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.
2. The list must state, for each individual listed under subsection 1 of this section, the following:
 - a. The individual's name and business address;
 - b. Each position or office of the applicant held by the individual;
 - c. The individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
 - d. The nature and extent of any ownership interest that the individual has in the applicant.
3. Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection 1 of this section.

G. CONTROLLING ENTITY

1. The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
2. If a nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection 1 of this section as it relates to the nonindividual entity.

3. The application documents must include information required by subsection 2 of this section for each nonindividual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

H. OUTSIDE INTERESTS AND LICENSE HISTORY

1. The application must state whether the any of following holds for the applicant or a director, officer, or partner of the applicant:
 - a. Has ever held an ownership interest in a licensee of the Board; or
 - b. Is currently engaged in the business of racing in another state.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 24. INTRASTATE SIMULCAST WAGERING
PROPOSED AMENDMENT OF RULE 2059,
INITIAL APPLICATION AND APPROVAL OF A SIMULCAST ORGANIZATION

2059. Initial Application and Approval of a Simulcast Organization.

(a) Any association, fair, entity, or person proposing to act as a simulcast organization shall file an Application for Approval to Operate a Simulcast Organization, (~~Form~~ CHRB-34, (Rev. ~~4/9~~11/23) which is hereby incorporated by reference, with the Board for approval based on the following conditions:

(1) The applicant is an entity authorized by law to conduct business in this state.

(2) The applicant establishes its banking accounts with an insured institution, has a principal office in California for the conduct of its business, retains a certified public account to conduct an annual audit of its financial statements or operations, agrees to submit an annual financial statement of its operations to the Board, and agrees to the inspection of its accounts and financial records by the Board or its agents.

(3) The applicant demonstrates, by including a copy of the organization's charter, articles, or bylaws with the application (~~Form~~ CHRB-34, form CHRB-34 (Rev. ~~1/9~~11/23), that it offers meaningful representation on its governing board to any non-racing fair or any horsemen's organization as provided in Section 19608.2 of the Business and Professions Code.

(4) The governing board of the applicant organization must hold one public meeting during each calendar year. At least fifteen (15) calendar days prior notice must be given in the Daily Racing Form or other newspaper of general circulation for the purpose of reporting the organization's activities and for receiving public comments as to its simulcasting operations. The simulcast organization shall give fifteen (15) calendar days prior notice, in writing, to its associations, and fairs, ~~and~~ the horsemen's organizations eligible to vote at the simulcast organization's governing board meeting, and the Board of any simulcast organization meeting. The organization shall maintain a minute record of the proceedings of its governing board.

(b) (1) The Board will notify an applicant in writing within ~~fourteen (14)~~30 calendar days from the receipt date by the Board's Administrative office if its application is incomplete. This notice will include:

~~(1)~~ Instructions ~~instructions~~ as to what is required of the applicant to complete the application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed. If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to apply for approval pursuant to this section.~~

(c) The Board will approve or deny an ~~completed~~ application within sixty (60) calendar days from the ~~receipt date~~ the application is deemed complete by the Board. The Board may withdraw, suspend, or revoke its approval on grounds or reasons ~~which~~ that include, but are not limited to, the following determinations:

(1) The simulcast organization is ineligible to conduct business in this state pursuant to any federal or state statute.

(2) The simulcast organization or any of its officers, directors, partners, or principal management employees have engaged in any activity ~~which~~ that is a ~~ground~~ basis for denial, suspension, or revocation of a license pursuant to this Division, or has failed, refused, or neglected to comply with any Board order, rule, regulation, or order by the Board's stewards reasonably related to its operations as a simulcast organization. The approval shall remain denied, suspended, or revoked until all parties of the organization comply with Board conditions. The remaining parties of the organization shall not be prohibited from applying for a new approval if compliance cannot be obtained from the offending party.

(3) The simulcast organization has failed, refused, or neglected to perform any duty imposed by this Division or by the provisions of Sections 19608.2, 19605.7, 19605.71, or 19608.4 of the Business and Professions Code.

Authority: Sections 19420, 19440 and 19590,
Business and Professions Code.

Reference: Sections 19608.2 and 19608.4,
Business and Professions Code; and
Sections 15376 and 15378,
Government Code.

Application is hereby made to the California Horse Racing Board (Board) for approval of an organization formed to operate an audiovisual signal system as provided by Section 19608.2 of the Business and Professions Code and pursuant to applicable provisions in Title 4, California Code of Regulations.

1. APPLICANT INFORMATION

~~(1)~~A. Name of Simulcast Organization:

~~(2)~~B. Business Address:

~~(3)~~C. Telephone Number(s):

~~(4)~~D. Name of Managing Officer:

~~(5)~~E. The organization has been formed by the following associations and fairs providing audiovisual signals:

~~(6)~~F. The business structure of the organization is a:

~~(-)~~ ~~sole~~Sole proprietorship

~~(-)~~ ~~general~~General partnership

~~(-)~~ ~~limited~~Limited partnership

~~(-)~~ ~~corporation~~Corporation

~~(-)~~ ~~other~~Other (describe):

G. For an original application only (not required for renewal), attach as Exhibit A; a copy of any partnership agreement, registry with the Secretary of State, filing of fictitious name, constitution and bylaws of the corporation, and other documents supporting a determination that the business entity is entitled to do business in the State of California. -Any change to the business entity during the term of Board approval must be reported to the Board in writing within 30 calendar days of the change.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 25.5. MINISATELLITE WAGERING
PROPOSED AMENDMENT OF RULE 2066, APPLICATION FOR LICENSE TO
OPERATE A MINISATELLITE WAGERING FACILITY

2066. Application for License to Operate a Minisatellite Wagering Facility.

(a) An applicant for license to operate a minisatellite wagering facility shall complete an Application for License to Operate a Minisatellite Wagering Facility, CHRB-228 (Rev. 04/22), hereby incorporated by reference, which is available at the Board's headquarters office. Note: CHRB-228 incorporates by reference the Personal History Record, CHRB-25A (Rev. ~~9/08~~10/23). The application must be filed not later than 90 days in advance of the scheduled start date of operation. The application must include a certified check in the amount of \$500.00 payable to the Treasurer of the State of California for a nonrefundable application fee. The term of the license shall be five years from the date the license is issued.

(b) The Board may conduct investigations or inspections or request additional information from the applicant as it deems appropriate in determining whether to approve the license.

(1) Upon the written request of the applicant, the Board may waive the requirement for submission of a Full Disclosure Statement and CHRB-25A for persons who have a current valid state gambling license and/or finding of suitability issued by the California Gambling Control Commission.

(c) The Board, or its designee, shall be given access for review and audit of all records. The applicant shall, at its location during hours of operation, make such information available. The Board may require the applicant to annually submit audited financial statements.

(d) All advertisements shall contain a statement that persons under 21 are not allowed access to the minisatellite wagering site. All advertisements shall contain contact information for a recognized problem-gambling support organization.

(e) (1) The Board shall notify the applicant in writing within 30 calendar days from the date the application is received by the Board's administrative office if the application is complete or deficient. If the application is deficient, the notice shall include:

~~(1) Instructions~~ instructions as to what is required of the applicant to complete the application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed.~~ If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the

Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.

(f) The Board shall approve or deny an application within ~~90~~60 calendar days from the date it is received~~the application is deemed complete~~ by the Board~~unless the applicant requests and is granted additional time to supply information.~~

(g) If the Board denies an application, the applicant has 30 calendar days from the date of receipt of the Board's denial notification to request a reconsideration of the Board's decision. The request must be in writing and sent to the Board's headquarters office. The Board shall respond in writing to the reconsideration request within 30 working days from the date of receipt of the request. If reconsideration is denied, the applicant may file for judicial review in accordance with Business and Professions Code section 19463.

(h) After a license to operate a minisatellite wagering facility is issued under this article, changes or amendments to information or operating procedures contained in the application for the license will be permitted by order of the Board or by Board approval of a request submitted in writing by the applicant.

Authority: Sections 19420, 19440 and 19605.25,
Business and Professions Code.

Reference: Sections 19410.7, 19460 and 19605.25,
Business and Professions Code.

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 26. ADVANCE DEPOSIT WAGERING
PROPOSED AMENDMENT OF
RULE 2071. LICENSE TO CONDUCT ADVANCE DEPOSIT WAGERING BY A
CALIFORNIA APPLICANT

2071. License to Conduct Advance Deposit Wagering by a California Applicant.

(a) Prior to an Account being established or wagering being conducted, the Applicant located in California must be licensed by the Board. All licenses granted shall be subject to the provisions of Business and Professions Code section 19460 et. seq.

(b) An Applicant for license shall complete an Application for License to Conduct Advance Deposit Wagering, CHRB-132 (Rev. ~~02/19~~10/23), hereby incorporated by reference, which is available at the Board's administrative office. The Application must be filed not later than 90 days in advance of the scheduled start date of operation. A bond from a surety company admitted in the state of California or other form of financial security in the amount of \$500,000 must accompany the Application. The term of the license shall be two years from the date the license is issued.

(c) Applicants shall establish security access policies and safeguards pursuant to Business and Professions Code section 19604.

(d) Applicants that accept wagers from California residents shall provide a full accounting and verification of the source of the wagers, and a detailed wagering information file that includes, but is not limited to, dollar amount wagered, pool on which the wager was placed, race number and racing venue, zone, breed, zip code of the Account Holder, time wagering stopped, and time of the wager in the form of a daily download of pari-mutuel data to the ~~Board-designated~~Board-designated database, CHRIMS, Inc., that is compatible with a Comma Delimited Text File.

(e) Applicants shall provide financial information that demonstrates the financial resources to operate Advance Deposit Wagering and provide a detailed budget that shows anticipated revenue, expenditures, and cash flows by month projected for the term of the license.

(f) The Board may conduct investigations, or inspections or request additional information from the Applicant as it deems appropriate in determining whether to approve the license.

(g) The Board, or its designee, shall be given access for review and audit of all records. The Applicant shall, at their location during hours of operation, make such information available. The Board may require the Applicant to annually submit audited financial statements.

(h) All advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization.

(i) Applicants shall enter into a written contractual agreement with the bona fide labor organization that has historically represented the same or similar classifications of employees at the nearest horse racing meeting.

(j) (1) The Board shall notify the Applicant in writing within 30 calendar days from the receipt date by the Board's administrative office if the Application is complete or deficient. If the Application is deficient, the notice shall include:

~~(1)~~ Instructions ~~instructions~~ as to what is required of the Applicant to complete the Application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed. If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.~~

~~(k) The Board shall approve or deny an Application within 9060 calendar days from the receipt date the Application is deemed complete by the Board unless the Applicant requests and is granted additional time to supply information.~~

(l) If the Board denies an Application, the Applicant has 30 calendar days, from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. The request must be in writing and sent to the Board's administrative office. The Board shall respond in writing to the reconsideration request within 30 working days from the receipt date of the request. If reconsideration is denied, the Applicant may file for judicial review in accordance with section 11523 of the Government Code.

(m) Subsequent to the issuance of a license to conduct Advance Deposit Wagering under this article, changes or amendments to information or operating procedures contained in an Application will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant.

Authority: Sections 19440 and 19590,
Business and Professions Code.

Reference: Sections 19460 and 19604,
Business and Professions Code.

STATE OF CALIFORNIA
 CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR LICENSE TO CONDUCT ADVANCE DEPOSIT WAGERING
CHRB-132 (Rev. 02/19/23)

Application is made to the CHRB for a license to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of \$500,000.

1. APPLICANT

- A. Racing Association (Licensee) Racing Fair (Licensee)
- Betting System CA Multi-jurisdictional Wagering Hub (CA Hub)
- B. Name, mailing address, and telephone and fax numbers:
- C. Name, title, and CHRB license number of all management personnel directly involved in the management of advance deposit wagering operations:

Name and title	License Number

NOTICE — All management personnel must be ~~CHRB licensed~~ CHRB-licensed.

- D. Racing Fairs are not required to complete Section 3, Business Structure.
- ~~E. Betting Systems and CA Hubs — attach the contract with the Licensee and the required horsemen’s approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the Licensee for access to the California market for wagering purposes.~~
- E. Betting Systems and CA Hubs - attach the contract with the Licensee and/or horsemen’s organization, pursuant to Business and Professions Code section 19604(b)(2)(B), that permits you to provide advance deposit wagering services on races conducted outside of California for a specific breed of horse.

NOTICE - Applicant may accept wagers on races conducted by a Licensee if the Board approves a race meet application submitted by the Licensee that includes an agreement allowing Applicant to accept wagers on the races pertaining to the race meet application, along with the appropriate horsemen's approval, pursuant to Business and Professions Code section 19604(b)(1).

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:

B. Hours Advance Deposit Wagering will be conducted:

3. BUSINESS STRUCTURE

A. Corporation (complete subsection B)

LLC (complete subsection C)

Other (specify, and complete subsection D)

Complete the applicable subsection.

B. CORPORATION

1. Registered name of the corporation:

2. State where incorporated:

3. Registry or file number for the corporation:

4. List Names and CHRB license numbers of all officers and directors. Include titles, and number of shares of the corporation held by each.

5. List 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. -Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license).

6. Number of outstanding shares in the corporation:

7. Are the shares listed for public trading? Yes No

If yes, on what exchange, and how is the stock listed?

8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the Department of ~~Business Oversight~~Financial Protection and Innovation.
11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.
12. Attach a business plan ~~to that~~ includes a detailed budget ~~that shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the license.

C. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. List Namesnames and CHRB license numbers of all officers and directors. -Include titles, and the ~~number of shares of the LLC~~membership interest held by each:
5. List Namesnames (true names) of all members, **other than the officers and directors listed above**, that hold a 5% or more ~~of the outstanding shares~~membership interest in the LLC and the ~~number of shares~~membership interest held by each. Include each person's CHRB license number ~~(Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license.):~~:
6. ~~Are the shares listed for public trading? Yes No~~
If yes, on what exchange and how is the stock listed:
7. ~~If more than 50% of the shares are~~ membership interest greater than 50% is held by a parent corporation or ~~are~~is paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:

87. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~members in the LLC and/or the ~~Securities and Exchange Commission and/or the Department of Business Oversight~~Financial Protection and Innovation.

98. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 109. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.

109. Attach a business plan ~~to that~~ includes a detailed budget ~~that shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the license.

D. OTHER

1. Name(s) of partners/sole proprietor:

2. If a partnership, attach partnership agreement.

3. Attach the prior two years' annual financial statements for the partnership/sole proprietorship. Include balance sheets, ~~and~~ profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~partners and/or the ~~Securities and Exchange Commission, and/or the Department of Business Oversight~~Financial Protection and Innovation, if required.

4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.

5. Attach a business plan ~~to that~~ includes a detailed budget ~~that shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the license.

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2074.

A. List the procedures to establish an Account:

B. If an application form is used to establish an Account, attach a copy of the form.

C. Name and address of the third party you will use to verify identity, residence, and age verification:

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

A. Submit a copy of your plan for operation.

B. List the type of deposits you will accept:

C. Identify any fees or transaction-related charges and the amount that will be assessed:

6. SECURITY ACCESS

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). -Policy must include the following:

1. Description of the technology to ensure identity, residence, and age verification when an Account is established:

2. Description of the technology to ensure confidentiality of the Means of Personal Identification:

3. Methods and locations available for Account Holders to withdraw funds from their Account:

4. If the Advance Deposit Wagering records will be maintained at a site other than the ~~applicant's~~ applicant's, provide the name, address, telephone and fax numbers, and the hours of operation:

7. PARI-MUTUEL

A. Name, address, and telephone number of the pari-mutuel audit firm:

B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:

C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted:

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive, or otherwise make a wager; an effective customer and age verification system; and the appropriate data

security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

- A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application.
- B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed.

NOTICE – Pursuant to Business and Professions Code section 19604(c)(1), you must contract with the bona fide labor organization that has historically represented the same or similar classifications of employees at the nearest horse racing meeting.

9. ADVERTISING

Name and address of the advertising agency you will use:

NOTICE – Pursuant to Rule 2071(h), all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. -All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3), advertisements shall not be deceptive to the public.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

X

Signature

Print Name

Print Title

Date

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 26. ADVANCE DEPOSIT WAGERING
PROPOSED AMENDMENT OF RULE 2072, APPROVAL TO CONDUCT ADVANCE
DEPOSIT WAGERING BY AN OUT-OF-STATE APPLICANT

2072. Approval to Conduct Advance Deposit Wagering by an Out-of-State Applicant.

(a) Prior to an Account being established or wagering being conducted, the Applicant located out-of-state must be Board-approved. All approvals granted shall be subject to the provisions of Business and Professions Code section 19460 et. seq.

(b) An out-of-state Applicant shall complete an Application For Approval to Conduct Advance Deposit Wagering, CHRB-133 (Rev. ~~02/19~~10/23), hereby incorporated by reference, which is available at the Board's administrative office. The Application must be filed not later than 90 days in advance of the scheduled start date of operation. A bond from a surety company admitted in the state of California or other form of financial security in the amount of \$500,000 must accompany the Application. The term of approval is two years from the date the approval is issued.

(c) Out-of-state Applicants shall establish security access policies and safeguards pursuant to Business and Professions Code section 19604.

(d) Out-of-state Applicants that accept wagers from California residents shall provide a full accounting and verification of the source of the wagers, and a detailed wagering information file that includes, but is not limited to, dollar amount wagered, pool on which the wager was placed, race number and racing venue, zone, breed, zip code of the Account Holder, time wagering stopped, and time of the wager in the form of a daily download of pari-mutuel data to the ~~Board-designated~~Board-designated database, CHRIMS, Inc., that is compatible with a Comma Delimited Text File.

(e) Out-of-state Applicants shall provide financial information that demonstrates the financial resources to operate Advance Deposit Wagering and provide a detailed budget that shows anticipated revenue, expenditures, and cash flows by month projected for the term of the approval.

(f) The Board may conduct investigations, or inspections or request additional information from the out-of-state Applicant as it deems appropriate in determining whether to approve the Application.

(g) The Board, or its designee, shall be given access for review and audit of all records. The out-of-state Applicant shall, at their location during hours of operation, make such information available. The Board may require the out-of-state Applicant to annually submit audited financial statements.

(h) All advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization.

(i) ~~(1)~~ The Board shall notify the out-of-state Applicant in writing within 30 calendar days from the receipt date by the Board's administrative office if the Application is complete or deficient. If the Application is deficient, the notice shall include:

~~(1) Instructions~~instructions as to what ~~are~~is required of the out-of-state Applicant to complete the Application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed. If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to apply for an approval pursuant to this section.~~

(j) The Board shall approve or deny an Application within ~~90~~60 calendar days from the receipt date the Application is deemed complete by the Board ~~unless the out-of-state Applicant requests and is granted additional time to supply information.~~

(k) If the Board denies an Application, the out-of-state Applicant has 30 calendar days from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. This request must be in writing and sent to the Board's administrative office. The Board shall respond in writing to the reconsideration request within 30 working days from the receipt date of the request. If reconsideration is denied, the out-of-state Applicant may file for judicial review in accordance with section 11523 of the Government Code.

(l) Subsequent to the issuance of an approval to conduct Advance Deposit Wagering under this article, changes or amendments to information or operating procedures contained in an Application will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant.

(m) As a condition of approval, the out-of-state Applicant shall designate a California agent for receipt of service of process.

(n) By submitting the Application, the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Authority: Sections 19440 and 19590,
Business and Professions Code.

Reference: Sections 19460 and 19604,
Business and Professions Code.

C. Name, title, and mailing address of the California agent for receipt of service of process:

~~D. Attach the contract with the California racing association or fair and the required horsemen's approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes.~~

D. Attach the contract with the California association or fair and/or horsemen's organization, pursuant to Business and Professions Code section 19604(b)(2)(B), that permits you to provide advance deposit wagering services on races conducted outside of California for a specific breed of horse.

NOTICE - Applicant may accept wagers on races conducted by a California association or fair if the Board approves a race meet application submitted by the association or fair that includes an agreement allowing Applicant to accept wagers on the races pertaining to the race meet application, along with the appropriate horsemen's approval, pursuant to Business and Professions Code section 19604(b)(1).

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:

B. Hours Advance Deposit Wagering will be conducted:

3. BUSINESS STRUCTURE

A. Corporation (complete subsection B)

LLC (complete subsection C)

Other (specify, and complete subsection D)

Complete the applicable subsection.

B. CORPORATION

1. Registered name of the corporation:

2. State where incorporated:

3. Registry or file number for the corporation:

4. List Names and CHRB license numbers of all officers and directors. Include titles, and the number of shares of the corporation held by each.

5. List Namesnames (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. -Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license):
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes No
If yes, on ~~what~~which exchange, and how is the stock listed:?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.
11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.
12. Attach a business plan ~~to~~that includes a detailed budget ~~that shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the approval.

C. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. List Namenames and CHRB license numbers of all officers and directors. Include titles; and the ~~number of shares of the LLC~~membership interest held by each:

5. ~~List Namesnames~~ (true names) of all members, **other than the officers and directors listed above**, that hold a 5% or more of the outstanding shares~~membership interest~~ in the LLC and the number of shares~~membership interest~~ held by each. Include each person's CHRFB license number ~~(Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRFB license.)~~.
6. ~~Are the shares listed for public trading? Yes No~~
~~If yes, on what exchange and how is the stock listed:~~
76. ~~If more than 50% of the shares~~ area membership interest greater than 50% is held by a parent corporation or ~~are~~is paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
87. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~members in the LLC and/or ~~the Securities and Exchange Commission and/or the corresponding state where you registered your corporation~~LLC.
98. Applicants not previously licensed by the CHRFB to conduct ADW, proceed to subsection 109. Applicants previously licensed by the CHRFB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.
109. Attach a business plan ~~to that~~ includes a detailed budget ~~that shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the approval.

D. OTHER

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.
3. Attach the prior two years' annual financial statements for the partnership/sole proprietorship. Include balance sheets, ~~and~~ profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~partners and/or the ~~Securities and Exchange Commission and/or the corresponding state where you registered your corporation~~partnership, if required.
4. Applicants not previously licensed by the CHRFB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRFB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.

~~5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:~~

~~65. Attach a business plan ~~to~~that includes a detailed budget that ~~shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the approval.~~

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule ~~2074~~2075.

A. List the procedures to establish an Account:

B. If an application form is used to establish an Account, attach a copy of the form.

C. Name and address of the third party you will use to verify identity, residence, and age verification:

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

A. Submit a copy of your plan for operation.

B. List the type of deposits you will accept:

C. Identify any fees or transaction-related charges and the amount that will be assessed:

6. SECURITY ACCESS

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). -Policy must include the following:

1. Description of the technology to ensure identity, residence, and age verification when an Account is established:

2. Description of the technology to ensure confidentiality of the Means of Personal Identification:

3. Methods and locations available for Account Holders to withdraw funds from their Account:

4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub, provide the name, address, telephone and fax numbers, and the hours of operation.

7. PARI-MUTUEL

- A. Name, address, and telephone number of the pari-mutuel audit firm:
- B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:
- C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted.

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive, or otherwise make a wager; an effective customer and age verification system; and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

- A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application.
- B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed.

9. ADVERTISING

Name and address of the advertising agency you will use:

NOTICE – Pursuant to Rule ~~2072(h)~~2072(h), all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. -All advertisements shall contain contact information for a recognized problem-gambling support organization. –Additionally, pursuant to Business and Professions Code section 19604(d)(3), advertisements shall not be deceptive to the public.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

X

Signature

Print Name

Print Title

Date

GENERAL INSTRUCTIONS

This form is to be completed in conjunction with California Horse Racing Board (CHRB) forms, Application for License to Operate a Minisatellite Wagering Facility (CHRB 88), Application For License to Conduct a Horse Racing Meeting, (CHRB 17), Application for Authorization to Operate a Simulcast Wagering Facility, (CHRB 25), and Application for License/Contractor or Sub-contractor; Application for Approval/Concessionaire, (CHRB 87). If a CHRB 25A has been filed previously, submit only that information which has changed.

Print or type an answer to every question. If a question does not apply to you, so state with N/A. If more space is required, continue on page 5 or use a separate sheet and precede the answer with appropriate title. Do not misstate or omit any material fact(s) as each statement made herein is subject to verification. Applicant must initial each page, as provided in the lower right hand corner. By placing his/her initials on each page, the applicant is attesting to the accuracy and completeness of the information contained on that page.

All applicants are advised that this personal history record is an official document and misrepresentation or failure to reveal information requested may be deemed to be sufficient cause for the refusal or revocation of a license or Board approval. **Further information may be required upon written request by the Board.**

All applicants are further advised that forms CHRB 17, CHRB 25, CHRB 87, CHRB 88, and CHRB 25A may not be withdrawn without the permission of the CHRB.

1. PERSONAL INFORMATION:

The information contained in this section may be disclosed pursuant to the Public Records Act.

Last Name _____	First Name _____	Middle Name _____
Alias, Nicknames, Maiden Name, Other Name Changes Legal or Otherwise _____		
Business Address Street or RFD _____	City _____	State/Zip _____ Since _____
Date of Birth _____	Place of Birth (City, County, State) _____	
Business Phone (____) _____		

A. _____ Are you a citizen of the United States? _____ Yes () _____ No ()

If no, what is your current immigration status?

Explain _____

Registration/Document Number _____

Applicant Initials _____

2. MARITAL INFORMATION: (Circle One)

Single _____ Married _____ Separated _____ Divorced _____ Widowed _____ Domestic Partner _____

~~A. Current Marriage~~

Spouse's (Maiden)/Domestic Partner's full name _____

Date of Birth _____ Place of Birth _____ (City and State)

Telephone: Business () _____

Spouse's/Domestic Partner's employer _____ Occupation _____

Address of employer _____

3. EMPLOYMENT:

Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the past twenty years, or since your eighteenth birthday, whichever is less. Use page 5 if more space is required.

Month and Year (From To)	Name/Mailing Address of Employer/Business	Reason for Leaving
Title	Description of Duties	Was Racing or Gaming Present? Yes () No ()
Month and Year (From To)	Name/Mailing Address of Employer/Business	Reason for Leaving
Title	Description of Duties	Was Racing or Gaming Present? Yes () No ()
Month and Year (From To)	Name/Mailing Address of Employer/Business	Reason for Leaving
Title	Description of Duties	Was Racing or Gaming Present? Yes () No ()

Applicant Initials _____

4. CONVICTIONS OR PENDING CHARGES:

~~A. Have you ever been convicted of any criminal offense, or are there now any criminal charges pending against you. (Exclude MINOR traffic offenses.) Yes No (Circle One)~~

~~If yes, give details in space provided below. List all cases without exception.~~

Date of Conviction or Filing of Charges	Charge	Location/City & State	Arresting or Filing Agency	Location of Court

5. LICENSING/AUTHORIZATION TO OPERATE:

~~A. Have you ever held or been approved to hold a privileged or professional license in any state including but not limited to the following:~~

- ~~Real Estate Broker Real Estate Salesperson Racetrack Owner/Operator Horse Trainer
 Boxing Promoter Jockey Securities Dealer Harness Driver
 Liquor Doctor Lawyer Gaming Ownership/Work permit~~

~~Yes No (Circle One) If yes, state where, years held, and the nature of any disciplinary actions taken against you.~~

~~B. Have you ever held a financial interest in a gambling venture, including a horse race track, dog track, racehorse or dog, lottery, bingo, casino, sports book operation, card room, or pari-mutuel operation, OUTSIDE the State of California?~~

~~Yes No (Circle One)~~

~~C. Have you ever been refused or withdrawn an application for a racing or gaming license or an Authorization to Operate a Simulcast Wagering Facility for any reason or been a participant in any group which has had a racing or gaming license or an Authorization to Operate a Simulcast Wagering Facility denied, revoked, or suspended for any reason?~~

~~Yes No (Circle One) If yes to the above, state type of license, where, when, and for what reason.~~

~~D. Have you ever been granted a racing or gaming license or an Authorization to Operate a Simulcast Wagering Facility or been a participant in any group, which has been issued a racing or gaming license or Authorization to Operate a Simulcast Wagering Facility by the State of California? Yes No (Circle One)~~

~~If yes, state type of license or Authorization to Operate a Simulcast Wagering Facility, name of establishment, location, and period held.~~

~~Applicant Initials _____~~

~~E. Do you, to the best of your knowledge, have any relatives associated with or employed in the racing or gaming industry? (Include blood relatives of yourself or your spouse/domestic partner, to the first cousin family extension.)~~

~~Yes No (Circle One) If yes, state the name, relation, and association or employment.~~

~~F. If currently or previously employed or engaged in California racing or Simulcasting give years of issuance and types of licenses.~~

6. FINANCIAL

~~A. Have you made or do you intend to make any monetary investment into this business: Yes No (Circle one)~~

~~State the percentage of ownership: _____%.~~

~~B. Are you to receive any form of consideration, i.e. monetary, for the services you or your company are to provide?
Yes No (Circle One)~~

~~If yes, explain fully on page 5. _____~~

~~C. Are you to receive or do you expect to receive a percentage of ownership of this operation or business for the services you or your company are providing? Yes No (Circle One)~~

~~If yes, explain fully on page 5.~~

~~D. List those person(s) who share a financial interest with you in the operation of this facility, live race meet contract or concession:~~

~~1. _____ 2. _____ 3. _____~~

~~4. _____ 5. _____ 6. _____~~

~~E. Has your interest in this facility or operation been assigned, pledged, or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged, or sold either in part or in whole?~~

~~Yes No (Circle One) If yes, please explain on Page 5.~~

~~F. Have you ever filed bankruptcy? Yes No (Circle One)~~

~~If yes, please explain below. If more space is needed, use page 5.~~

Applicants Initials _____

PUBLIC INFORMATION

personal records which may be required during the background investigation. (Authority: Business and Professions Code Section 19440, Public Law 93-579, Section 7).

Last Name _____	First Name _____	Middle Name _____	
Present Residence Address Street or RFD _____	City _____	State/Zip _____	Since _____
Residence Telephone (—) _____			
Social Security Number _____		Driver's License No. & State _____	
Spouse's/Domestic Partner's Social Security Number _____		Driver's License No. & State _____	
Spouse's/Domestic Partner's Residential Address if different than above _____			
Residence Telephone if different than above (—) _____			

Applicant Initials _____

AFFIDAVIT OF APPLICANT

I, _____, certify under penalty of perjury that the above statements are true and correct

 Print Name
 to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial of the application applied for, and that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial or revocation of a license or Board approval; further, that I am voluntarily submitting this application under oath with full knowledge that the California Business and Professions Code, Section 19439, provides that any person who willfully makes and subscribes any certification made under penalty of perjury which is materially false in any particular, is guilty of a felony and shall be punished in the manner prescribed by the Penal Code for the punishment of perjury; and further, that I understand and agree that I must accept any risk of adverse public notice, embarrassment, criticism or other action arising from the application processes, or financial loss which may result from action with respect to my application, and I expressly waive any claim for damages as a result of such risk and action, provided that any disclosure occurs in the normal course of business by Board staff acting in a reasonable manner when using due care to protect my privacy.

 APPLICANT: _____

 Signature

DATE: _____

Applicant Initials _____

APPLICANT'S REQUEST TO RELEASE INFORMATION

TO: _____

FROM: _____
 Applicant's Full Name (Please Print)

1. ~~This authorization is not valid for bank, investment or tax records.~~

2. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning me to furnish such information to a duly appointed representative of the California Horse Racing Board.

3. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning me to permit a duly appointed representative of the California Horse Racing Board to review and copy any such documents.

4. I have filed with the California Horse Racing Board an "application" as that term is defined in Section 19480 of the California Business and Professions Code. I understand that I am seeking the granting of a privilege and acknowledge that the burden of proving my qualifications for a favorable determination is at all times on me.

5. I do, for myself, my heirs, executors, administrators, successors and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his representatives and employees from all and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which I ever had, now have, may have, or claim to have against the person to whom this request is presented or his representative or employees arising out of or by reason of complying with this request.

6. I agree to indemnify and hold harmless the person to whom this request is presented and his representatives and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request, provided that Board staff act in a reasonable manner using due care to protect the privacy of this material.

7. A reproduction of this request by the Xerox or similar process shall be for all intents and purposes as valid as the original.

In witness whereof, I have executed this request at _____,
_____ City

_____ on the _____ day of
_____ State
_____, 19_____.

Applicant's Signature

Notary Public in and for the County of _____, (If not signed in the presence of a CHRB Representative)

State of _____

Signature of California Horse Racing Board Representative witnessing the applicant's signature.

Representative (Please Print)

Signature _____ Date _____ Applicant Initials _____

CALIFORNIA HORSE RACING BOARD
PERSONAL HISTORY RECORD

GENERAL INSTRUCTIONS

This form is to be completed and submitted in conjunction with the following California Horse Racing Board forms:

- CHRB 17 - Application for License to Conduct a Horse Racing Meeting
- CHRB 25 - Application for Authorization to Operate a Simulcast Wagering Facility
- CHRB 80 - Application for Approval as a Concessionaire
- CHRB 81 - Application for License as a Contractor or Sub-contractor
- CHRB 228 - Application for License to Operate a Minisatellite Wagering Facility

If a CHRB 25A, Personal History Record, has been provided within the past five years, submit only the information that has changed.

Answer every question. If a question does not apply, state N/A. Do not misstate or omit any material facts, as each statement made herein is subject to verification. After completing each page, place your initials in the lower right corner of the page, attesting to the accuracy and completeness of the information contained.

Applicants are advised that this Personal History Record is an official document and any misrepresentations or failure to disclose relevant information may be deemed sufficient cause for the refusal, denial, or revocation of a license.

Applicants are advised that the forms listed above may not be withdrawn without the permission of the Board.

AFFIDAVIT OF APPLICANT

I certify under penalty of perjury that the above statements are true and accurate to the best of my knowledge and belief, and that this statement is executed with the knowledge that any misrepresentation or failure to reveal information may be deemed sufficient cause for denial of the application applied for, and that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial or revocation of a license.

Further, I acknowledge that I am voluntarily submitting this application under oath with full knowledge that California Business and Professions Code Section 19439 provides that any person who willfully makes and subscribes any certification made under penalty of perjury which is materially false in any particular, is guilty of a felony and shall be punished in the manner prescribed by the Penal Code for the punishment of perjury; and further, that I understand and agree that I must accept any risk of adverse public notice, embarrassment, criticism or other action arising from the application processes, or financial loss which may result from action with respect to my application, and I expressly waive any claim for damages as a result of such risk and action, provided that any disclosure occurs in the normal course of business by Board staff acting in a reasonable manner when using due care to protect my privacy.

Print Name: _____

Signature: _____

Dated: _____

CALIFORNIA HORSE RACING BOARD
PERSONAL HISTORY RECORD

<i>PERSONAL INFORMATION</i>			
Your Full Name (Last, First Middle)			
Other Names, Including Nicknames, You Have Used or Have Been Known By			
<i>RESIDENCE ADDRESS</i>	Street		Apartment/Unit
	City	State	Zip Code
<i>MAILING ADDRESS IF DIFFERENT FROM ABOVE</i>	Street		Apartment/Unit
	City	State	Zip Code
<i>CONTACT NUMBERS</i>	Home Telephone with Area Code	Business Telephone with Area Code Extension	Other Telephone <input type="checkbox"/> Cell <input type="checkbox"/> Fax _____
<i>E-MAIL ADDRESS(ES)</i>	Home E-Mail		Business E-Mail
<i>PHYSICAL DESCRIPTION</i>	Height	Weight (lbs.)	Hair Color Eye Color
Social Security Number	Driver's License Number	Date of Birth	Place of Birth (City, State)
Are you a US Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", describe immigration status:			

<i>MARITAL INFORMATION</i>			
Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed			
Spouse/Domestic Partner Full Name (Last, First Middle)			
Other Names, Including Nicknames, Used or Have Been Known By			
<i>RESIDENCE ADDRESS</i>	Street		Apartment/Unit
	City	State	Zip Code
Occupation:			
Employer:			
City		State	Zip Code
<i>CONTACT NUMBERS</i>	Home Telephone with Area Code	Business Telephone with Area Code Extension	Other Telephone <input type="checkbox"/> Cell <input type="checkbox"/> Fax _____
<i>E-MAIL ADDRESS(ES)</i>	Home E-Mail		Business E-Mail
Social Security Number	Driver's License Number	Date of Birth	Place of Birth (City, State)

CALIFORNIA HORSE RACING BOARD
PERSONAL HISTORY RECORD

EXPERIENCE AND EMPLOYMENT

Beginning with your most recent job you have had, list all jobs, including part-time, temporary, and volunteer positions for the past twenty years, or since or eighteen birthday, whichever is less.

If you have had military experience, which includes reserve duty, enter your military base, assignments(s) or unit assignment. List ALL periods of unemployment in excess of 30 days.

Name of employer or military unit				From (MM/YYYY)	To (MM/YYYY)
Address (number / street / suite / or base)				Contact number	EXT
City	State	Zip Code	Email		
Job Title / Rank	Type of Employment (Check all that apply) <input type="checkbox"/> FT <input type="checkbox"/> PT <input type="checkbox"/> Temp <input type="checkbox"/> Self-employed <input type="checkbox"/> Volunteer				
Duties / Assignments	Reason for leaving				
Was racing or gaming present: <input type="checkbox"/> Yes <input type="checkbox"/> No					
If YES, explain:					

Name of employer or military unit				From (MM/YYYY)	To (MM/YYYY)
Address (number / street / suite / or base)				Contact number	EXT
City	State	Zip Code	Email		
Job Title / Rank	Type of Employment (Check all that apply) <input type="checkbox"/> FT <input type="checkbox"/> PT <input type="checkbox"/> Temp <input type="checkbox"/> Self-employed <input type="checkbox"/> Volunteer				
Duties / Assignments	Reason for leaving				
Was racing or gaming present: <input type="checkbox"/> Yes <input type="checkbox"/> No					
If YES, explain:					

Name of employer or military unit				From (MM/YYYY)	To (MM/YYYY)
Address (number / street / suite / or base)				Contact number	EXT
City	State	Zip Code	Email		
Job Title / Rank	Type of Employment (Check all that apply) <input type="checkbox"/> FT <input type="checkbox"/> PT <input type="checkbox"/> Temp <input type="checkbox"/> Self-employed <input type="checkbox"/> Volunteer				
Duties / Assignments	Reason for leaving				
Was racing or gaming present: <input type="checkbox"/> Yes <input type="checkbox"/> No					
If YES, explain:					

CALIFORNIA HORSE RACING BOARD
PERSONAL HISTORY RECORD

FINANCIAL INFORMATION

HAVE YOU EVER FILED FOR OR DECLARED BANKRUPTCY?

YES NO IF YES, explain and include when, where and the circumstances, as well as what chapter you filed under (i.e., Chapter 7, 11 or 13).

HAVE YOU MADE OR DO YOU INTEND TO MAKE ANY MONETARY INVESTMENT INTO THIS BUSINESS?

YES NO IF YES, state the percentage of ownership.

WILL YOU RECEIVE ANY FORM OF CONSIDERATION (INCLUDING MONETARY) FOR THE SERVICES YOU OR YOUR COMPANY ARE TO PROVIDE?

YES NO IF YES, explain in detail.

WILL YOU RECEIVE OR DO YOU EXPECT TO RECEIVE A PERCENTAGE OF OWNERSHIP OF THIS OPERATION OR BUSINESS IN EXCHANGE FOR THE SERVICES YOU OR YOUR COMPANY ARE PROVIDING?

YES NO IF YES, explain in detail.

LIST ALL INDIVIDUALS WHO SHARE A FINANCIAL INTEREST IN THE OPERATION OF THIS FACILITY, LIVE RACE MEET CONTRACT OR CONCESSION:

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

HAS YOUR INTEREST IN THIS FACILITY OR OPERATION BEEN ASSIGNED, PLEDGED, OR HYPOTHECATED TO ANY PERSON, FIRM, OR CORPORATION, OR HAS ANY AGREEMENT BEEN ENTERED INTO WHEREBY YOUR INTEREST IS TO BE ASSIGNED, PLEDGED, OR SOLD EITHER IN PART OR IN WHOLE?

YES NO If YES, explain in detail.

CONVICTION INFORMATION

1. Have you ever been convicted of any criminal offense, excluding minor traffic offences?..... YES NO
2. Have you ever been convicted of a gambling-related offense, whether felony or misdemeanor?..... YES NO
3. Do you have a pending court proceeding any criminal offense?..... YES NO

IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, YOU MUST COMPLETE THE FOLLOWING:

Charge(s)	Place(s) Department(s)	Date of Conviction
Court (Federal, Superior, etc.)	Final Disposition	
Court Address		
Comments or Explanation		

CALIFORNIA HORSE RACING BOARD
PERSONAL HISTORY RECORD

AUTHORIZATION TO OPERATE

HAVE YOU EVER HELD OR BEEN APPROVED TO HOLD A PRIVILEGED OR PROFESSIONAL LICENSE IN ANY STATE, INCLUDING BUT NOT LIMITED TO?

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Racetrack Owner/ | <input type="checkbox"/> Horse Trainer | <input type="checkbox"/> Jockey | <input type="checkbox"/> Harness Driver |
| <input type="checkbox"/> Operator Real Estate | <input type="checkbox"/> Real Estate Salesperson | <input type="checkbox"/> Doctor | <input type="checkbox"/> Lawyer |
| <input type="checkbox"/> Broker Securities Dealer | <input type="checkbox"/> Boxing Promoter | <input type="checkbox"/> Liquor Distribution | <input type="checkbox"/> Gaming-Ownership/Work Permit |

YES NO IF YES, state where, the years held, and the nature of any disciplinary actions taken against you.

HAVE ANY OF YOU EVER HELD A FINANCIAL INTEREST IN A GAMBLING VENTURE, INCLUDING A HORE RACE TRACK, DOG TRACK, RACEHORSE OR DOG, LOTTERY, BINGO VENUE, CASINO, SPORTS BOOK OPERATION, CARD ROOM OR PARI-MUTUEL OPERATION **OUTSIDE** THE STATE OF CALIFORNIA?

YES NO

HAVE YOU EVER BEEN GRANTED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY, OR BEEN A PARTICIPANT IN ANY GROUP WHO HAS BEEN GRANTED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST FACILITY ?

YES NO

IF YES, HAS THAT LICENSE EVER BEEN SUSPENDEO OR REVOKED FOR ANY REASON ?

YES NO

HAVE YOU EVER BEEN REFUSED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY FOR ANY REASON, OR BEEN A PARTICIPANT IN ANY GROUP WHO HAS BEEN REFUSED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST FACILITY ?

YES NO

HAVE YOU EVER WITHDRAWN A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY FOR ANY REASON, OR BEEN A PARTICIPANT IN ANY GROUP WHO HAS WITHDRAWN A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST FACILITY ?

YES NO

TO THE BEST OF YOUR KNOWLEDGE, DO YOU HAVE ANY FAMILY MEMBERS, RELATIVES, ETC, ASSOCIATED WITH OR EMPLOYED IN THE RACING AND/OR GAMING INDUSTRY? (INCLUDE BLOOD RELATIVES OR YOURSELF AND YOUR SPOUSE/DOMESTIC PARTNER TO THE FIRST COUSIN FAMILY EXTENSTION)

YES NO

IF YOU ANSERED "YES" TO ANY OF THE QUESTIONS ABOVE, PROVIDE DETAILED INFORMATION BELOW (RELEVANT DATES, LOCATIONS, REASONS, ETC.)

ARE YOU CURRENTLY, OR HAVE YOU EVER BEEN EMPLOYED OR ENGAGED IN RACING OR SIMULCASTING WITHIN THE STATE OF CALIFORNIA?

YES NO

IF "YES," PROVIDE DETAILED LICENSE INFORMATION (LICENSE TYPE, NUMBER, DATES OF LICENSURE, ETC.)

Agenda Item 5

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING AN AMENDMENT TO THE APPLICATION FOR ADVANCE DEPOSIT WAGERING (ADW) PROVIDER CHURCHILL DOWNS TECHNOLOGY INITIATIVES COMPANY DBA TWINSPIRES AND DBA BETAMERICA, PURSUANT TO BOARD RULE 2072(I)

Board Meeting
October 19, 2023

ISSUE:

Churchill Downs Technology Initiatives Company (CDTIC) dba TwinSpires and dba BetAmerica, an out-of-state multijurisdictional wagering hub with a Board approval to conduct advance deposit wagering (ADW), has submitted a request to grant DK Crown Holding, Inc., Crown Gaming Inc., and DK Horse, LLC (collectively, "DraftKings") access to its ADW platform, whereby customers using DraftKings' website (www.dkhorse.com) and mobile applications may access, via a portal, CDTIC's ADW services in California. Subsection (I) of Board Rule 2072 requires that any amendments to the operating procedures contained in an application for approval to conduct ADW, subsequent to Board approval of the application, be permitted by order of the Board or by Board approval of a request submitted in writing by the applicant.

BACKGROUND:

At its November 22, 2022 meeting, the Board granted CDTIC an approval as an out-of-state ADW provider, with a term of January 1, 2023, through December 31, 2024. Under its current approval, CDTIC may accept wagers from California residents on Thoroughbred races conducted outside of California through December 31, 2023, and on Quarter Horse and Standardbred races conducted outside of California through December 31, 2024. CDTIC may also accept wagers from California residents on races conducted by a California association or fair if the Board approves a race meet application submitted by the association or fair that includes an ADW agreement with CDTIC, along with approval from the appropriate horsemen's organization.

The Board has approved various requests in the past by ADW providers to amend their plans of operations to include the use of a wagering portal. In 2009, the Board approved requests by XpressBet, LLC (formerly XPRESSBET, INC.) to amend its plan of operations to allow the use of delmarbets.com and oaktreebets.com as wagering portals via marketing agreements with Del Mar and Oak Tree Racing Association, respectively. At its April 2023 meeting, the Board approved a request by NYRABets, LLC (NYRA Bets) to grant American Wagering, Inc. (AWI) access to the former's ADW platform via a portal, which allows AWI customers to access NYRA Bets' ADW services in California.

ANALYSIS:

The approval of CDTIC's request would allow customers of DraftKings' website and mobile applications to access CDTIC's ADW services in California via a portal. CDTIC would provide the same technology and application programming interfaces and in the same manner as offered by CDTIC on www.twinspires.com and www.horses.betamerica.com, and CDTIC's responsibilities would include, but not be limited to, registration and management of customer accounts, verification checks, fraud monitoring and control, financial transactions, and risk management. Customers would create an account with CDTIC and, upon approval, be able to place wagers and manage their accounts in the same manner as direct clients of CDTIC. CDTIC has stated that there is no change in ownership resulting from its ADW Technology and Services Agreement with DraftKings. In effect, the DraftKings platform would act as another brand through which CDTIC would carry out its ADW services.

RECOMMENDATION:

This item is presented for Board discussion and action.

Agenda Item 6

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE RENEWAL APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT CALIFORNIA HORSE RACING AND SPORTS LLC DBA THE DERBY ROOM, SPORTS GRILL & TURF CLUB IN NORCO, CALIFORNIA.

Board Meeting
October 19, 2023

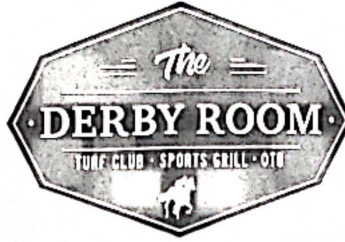
Application: The Derby Room, Sports Grill and Turf Club, Norco, California

Licensing Period: 12/13/2023-12/12/2028

Required Information	Status	Comments	CHRB Rule/Law
Additional Satellite Wagering Facilities Within 20-mile Radius	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Southern California Off Track Wagering Incorporated (SCOTWINC) has stated that there is a racetrack, satellite wagering facility, or tribal casino that has a satellite wagering facility located within a 20-mile radius of the applicant. The applicable agreement between the facilities is on file.	BPC 19605 & 19605.25 (a)(1)
Association Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<ul style="list-style-type: none"> • California Authority of Racing Fairs (CARF) • Del Mar Thoroughbred Club • Los Angeles County Fair Association • Los Alamitos Quarter Horse Racing Association • Los Alamitos Racing Association • Los Angeles Turf Club • Pacific Racing Association • Sonoma County Fair • WatchandWager.com, LLC 	BPC 19605.3
Simulcast Organization Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Southern California Off-Track Wagering, Inc. (SCOTWINC) agreement received 09/27/2023.	BPC 19605.25 & 19605.3
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Received fire clearance dated 10/02/23.	Rule 2066

Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Sirius America Insurance Company — effective 11/20/22, expires 11/20/23.	Rule 2066
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 374, 378–386	Rule 2066
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 Active Licenses Verified \$500 Fee Received Required Signatures Obtained	Rule 2066 Rule 2066 Rule 1481 Rule 2066 Rule 2066

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



3230 Hamner Avenue Norco, CA 92860
18700 Lake Perris Drive Perris, CA 92571

September 20, 2023

Re: CHRB Application

California Horse Racing Board

Yannet G De Garcia

1010 Hurley Way, Ste 300

Sacramento, CA 95825

To Whom It May Concern:

I am writing this letter to clarify why our Work Comp insurance certificate is not updated. Our yearly renewal occurs in November. Once I get the updated certificate, I will forward it to Yannet at CHRB.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Zennedjian".

Brandon Zennedjian

California Horse Racing & Sports, LLC

Dbas: The Derby Room Norco

BZ/mz

Application is hereby made to the California Horse Racing Board (CHRB/Board) for a license to operate a minisatellite wagering facility in connection with a horse racing meeting and/or pari-mutuel wagering in accordance with the Business and Professions Code, Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (Rules and Regulations of the California Horse Racing Board).

Part I: To be completed by applicant seeking to operate a minisatellite wagering facility pursuant to Business and Professions Code section 19605.25.

Part II: To be completed by associations that have reached agreements with the applicant to conduct minisatellite wagering.

Part III: To be completed by simulcast organization that has reached an agreement to provide services necessary for the conduct of minisatellite wagering pursuant to Business and Professions Code sections 19605.25 and 19605.3.

**PART I
 MINISATELLITE WAGERING APPLICANT INFORMATION**

APPLICANT INFORMATION		
Name of applicant: <u>California Horse Racing & Sports LLC dba: The Derby Room, Sports Grill & Turf Club</u>		
The applicant is:		
<input type="checkbox"/> Racing Association	<input type="checkbox"/> Card Room/Gambling Establishment	
<input type="checkbox"/> Fair	<input checked="" type="checkbox"/> Restaurant/Bar	
<input type="checkbox"/> Federally Recognized Indian Tribe	<input type="checkbox"/> Other Business Entity	
Facility street address: <u>3230 Hammer Ave. Norco, CA 92860</u>		
Mailing address (if different from above): <u>30901 Bloomfest St. Murrieta, CA 92563</u>		
E-mail address: <u>Bazz292929@gmail.com</u>		
City: <u>Norco</u>	State: <u>CA</u>	Zip Code: <u>92860</u>
Phone: <u>6196541132</u>	Fax: <u>N/A</u>	Website: <u>thederbyroom.com</u>
County: <u>Riverside</u>	Zone Location: North <input type="checkbox"/> South <input checked="" type="checkbox"/> Central <input type="checkbox"/>	
(To be completed by CHRB staff)		
CONTACT PERSON (Authorized Representative)		
Name and title of the contact person: <u>Brandon Zennedjian</u>		
Business street address: <u>3230 Hammer Ave</u>		
Mailing address (if different from above): <u>30901 Bloomfest St. Murrieta CA 92563</u>		
City: <u>Norco</u>	State: <u>CA</u>	Zip Code: <u>92860</u>
County: <u>Riverside</u>	E-mail: <u>Bazz292929@gmail.com</u>	Fax: <u>N/A</u>
Phone: <u>6196541132</u>		

State of California
 California Horse Racing Board
 Application for License to Operate a Minisatellite Wagering Facility
 CHRB-228 (Rev. 04/22)

Dates during which the applicant proposes to operate as a minisatellite wagering facility:

12/13/2023 - 12/12/2028

NOTICE TO APPLICANT: If approved for license, the term of license shall not exceed five years pursuant to Business and Professions Code section 19605.25(h).

Have you previously operated a licensed gaming operation in California or another state? Yes No

Do you currently operate a licensed gaming operation in California or another state? Yes No

If yes to either question above, provide the following:

Valid licensure period: Begin Date: 12/13/2018 End Date: 12/12/2023

Facility name and address: California Horse Racing & Sports LLC

City: Norco State: CA Zip Code: 92860

County: Riverside

dba: The Derby Room Norco

Zone Location:
 North South Central
 (To be completed by CHRB staff)

Have you had a gaming operation license that has been revoked or suspended? Yes No

If yes, provide the following if different from above: N/A

Facility name and address:

City: State: Zip Code:

Racing Jurisdiction:

BUSINESS STRUCTURE

- | | | |
|--|--|---|
| <input type="checkbox"/> Corporation
<input type="checkbox"/> Public
<input type="checkbox"/> Private
<input type="checkbox"/> Sub-S
<input type="checkbox"/> Sub-C
<input type="checkbox"/> Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Partnership & Joint Venture
<input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other
If you have listed your company as Other, please identify your company structure. |
|--|--|---|

Registered Business Name: California Horse Racing & Sports LLC

Fictitious Business Name: The Derby Room Norco

Address: 3230 Hammer Ave

E-mail Address: Bazz292929@gmail.com

City: Norco State: CA Zip Code: 92860

Phone: 619 654 1132

Fax: N/A

State where registered or Articles of Organization are filed: CA

Registry or File number: 201808110441

State of California
 California Horse Racing Board
 Application for License to Operate a Minisatellite Wagering Facility
 CHR-228 (Rev. 04/22)

Names of all officers, directors, and managers. For officers, directors, and managers that have no ownership, enter "0%" in the ownership column. For members of a Limited Liability Company, list membership interest in ownership column. For partners, following the individual's name, indicate whether general or limited partner. (true names)

Entity/Individual Name and Title	Entity's Business Address/ Individual's Address of Record	Ownership% (if any)	Compensation Agreement
Brandon Zennedjian	3901 E. Bonanza St Munich, CA 92503	20	yes
Belal Bahman	Post Box 2142 Vista, CA	25	yes
Casey Zolnier	2010 Metroliss Circle Munich, CA 92503	25	yes
Greg Zennedjian	4063 Torrey Pines Rd Munich, CA 92503	20	yes
Eddie Zennedjian	7323 Wisteria Ln Whittier, CA 90602	10	yes

Are shares listed for public trade?
 Yes No

If yes, on which stock exchange?

If more than 50 percent of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity. All entities that own 5 percent or more must fulfill the instructions for Full Disclosure Statement. Additionally, all officers, directors, or partners or any individual or person who holds 5% or more of the outstanding shares of a minisatellite wagering facility must obtain a CHR- occupational license, pursuant to CHR- Rule 1481(b)(2).

Attach the most recent annual financial statement for the applicant, including balance sheet and profit and loss statement, and a copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

MANAGEMENT AND STAFF
 (Minisatellite Wagering Facility)

Names and titles of the managing officers and/or general managers of the business. Note: All individuals who exercise control over other licensees, horse racing, pari-mutuel wagering, or simulcast operations, or whose duties routinely require access to restricted areas of the inclosure, must obtain a CHR- occupational license, pursuant to CHR- Rule 1481(b)(6).

Name	Title
Brandon Zennedjian	CEO
Belal Bahman	President
Casey Zolnier	CFO
Eddie Zennedjian	Secretary
Greg Zennedjian	Managing Member

ASSOCIATION CONTRACT/AGREEMENT

Names of racing associations with which you intend to have a contract or agreement:

Southern CA Off Track Wager

Addresses of racing associations:

4961 Katella Ave Cypress, CA

Racing association phone numbers:

714-761-1660

Part 1 - Minisatellite Wagering Applicant Form - Norco

Exhibit
Effective 7/18/2023

<u>Associations With Contract/Agreement:</u>	<u>Phone / Fax</u>
CALIFORNIA AUTHORITY OF RACING FAIRS 1776 Tribute Rd., Suite 205 Sacramento, CA 95812	P: (916) 927-7223 F: (916) 263-3341
Del Mar Thoroughbred Club 2260 Jimmy Durante Bl. Del Mar, CA 92014	P: (858) 755-1141 F: (858) 794-1007
Los Alamitos Racing Assoc. (T) Los Alamitos Quarter Horse Racing Assoc. 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles County Fair c/o 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles Turf Club 285 W Huntington Drive Arcadia, CA 91007	P: (626) 574-7223 F: (626) 821-1514
Pacific Racing Association 1100 Eastshore Highway Berkeley, CA 94710	P: (510) 559-7300 F: (510) 559-7464
Sonoma County Fair 1350 Bennet Valley Drive Santa Rosa, CA 95404	P: (707) 545-4200 F: (707) 545-9342
Watch & Wager, LLC 1600 Exposition Bl. Sacramento, CA 95815	P: (916) 263-3000 F: (916) 800-1395

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-228 (Rev. 04/22)

Proposed contract dates: From: 12/13/2023 To: 12/12/2028 (inclusive).

Attach a certified check payable to the Treasurer of the State of California in the amount of \$500 for the nonrefundable minisatellite application fee.

CHRB CERTIFICATION

Application filed on: 8/28/2023

Fee received by: YG

Reviewed by: YG

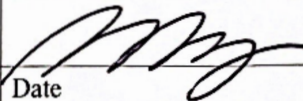
30-day Notice Letter:

Approved on:

License number issued:

CERTIFICATION BY APPLICANT

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

Name	Signature of Applicant Representative
<u>Brandon Zennedjian</u>	
Title	Date
<u>CEO</u>	<u>8/21/23</u>

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Chapter 4, Division 8, sections 19420 and 19440 of the California Business and Professions Code; and to allow an evaluation of the competence, integrity, and character of potential licensees, all applicants for license as contractors, sub-contractors and all concessionaires applying for Board approval, including any person, corporation, trust, association, partnership or joint venture which submits an application for license or approval shall comply with the provisions set forth below. Please use a separate sheet of paper to supply the requested information.

I. BACKGROUND INFORMATION

- (A) PERSONAL INFORMATION - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5 percent or more:
- (1) The individual's full name and any previous names or aliases;
 - (2) the individual's date of birth;
 - (3) a physical description of the individual;
 - (4) the individual's business addresses and telephone numbers and
 - (5) a disclosure of employment, educational and military history for the past 20 years or since the age of 18 years.
- (A1) PERSONAL HISTORY - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in subsection (A) who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5 percent or more.
- (B) RELATIONSHIP - The application documents must state, for each individual providing information under subsection (A) of this section, whether the individual is related to a member of the California Horse Racing Board or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.
- (C) CORPORATIONS - If the applicant is a corporation, the application documents must state:
- (1) The state in which the applicant is incorporated and
 - (2) the name and address of the applicant's agent for service of process in California.
- (D) INDICTMENTS OR CONVICTIONS
- If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

II. OWNERSHIP

- (A) IDENTIFICATION AND LOCATION - The application documents must include:
- (1) A list of all names used by the applicant; and
 - (2) the name of the agent and the address and telephone number of the office of the applicant for service of process in California.
- (B) BUSINESS STRUCTURE - The application documents must describe the applicant's business structure and include an organizational chart.

- (C) ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state:
- (1) The name of each individual who was an organizer or promoter of the applicant;
 - (2) the nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
 - (3) the nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.
- (D) ORGANIZATIONAL DOCUMENTS
- (1) If the applicant is a corporation, the application documents must include:
 - (a) A statement of when and in what state the corporation was organized;
 - (b) a certified copy of the articles of incorporation and by-laws of the applicant;
 - (c) a statement and documentation of whether the corporation has been reorganized or reincorporated during the five year period preceding the date on which the application documents are submitted to the Board; and
 - (d) a statement and documentation of whether the corporation has filed restated articles of incorporation.
 - (2) If the applicant is an unincorporated business association, the application documents must include:
 - (a) A certified copy of each organizational document for the applicant, including any partnership agreement; and
 - (b) a description of any oral agreements involving the organization of the partnership.
- (E) CAPITAL STOCK
- (1) If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.
 - (2) The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock:
 - (a) The par value, if any;
 - (b) the voting rights;
 - (c) the current rate of dividend; and
 - (d) the number of shares outstanding and the market value of each share.
 - (3) The application documents must list the name and address of each person who owns, of record or beneficially, at least 5 percent of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
 - (4) The application documents must include a certified copy of each voting trust or voting agreement in which at least 5 percent of the capital stock is held and must state:
 - (a) The name and address of each stockholder participating in the trust or agreement;
 - (b) the class of stock involved; and
 - (c) the total number of shares held by the trust or agreement.
- (F) DIRECTORS, OFFICERS, AND PARTNERS

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-228 (Rev. 04/22)

- (1) If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.
- (2) The list must state, for each individual listed under subsection (1) of this section:
 - (a) The individual's name and business address;
 - (b) each position or office of the applicant held by the individual;
 - (c) the individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
 - (d) the nature and extent of any ownership interest that the individual has in the applicant.
- (3) Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection (1) of this section.

(G) CONTROLLING ENTITY

- (1) The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
- (2) If a non-individual entity owns an interest of 5 percent or more in the applicant, the application documents must include the information required by subsection (1) of this section as it relates to the non-individual entity.
- (3) The application documents must include information required by subsection (2) of this section for each non-individual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

(H) OUTSIDE INTERESTS AND LICENSE HISTORY

- (1) The application must state whether the applicant or a director, officer, or partner of the applicant;
 - (a) Has ever held an ownership interest in a licensee of the Board; or
 - (b) is currently engaged in the business of racing in another state.

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II - NORCO
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

California Authority of Racing Fairs
1776 Tribute Road, Sacramento, CA 95815

Telephone:

(916) 927-7223

Fax number:

(916) 263-3341

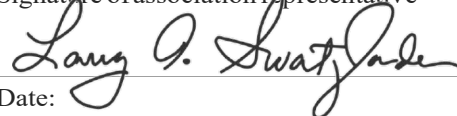
Racetrack name:

Ferndale, Fresno, Pleasanton, and Sacramento

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name
Larry Swartzlander

Signature of association representative



Title
Executive Director

Date:

8/27/23

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II - NORCO

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd, Del Mar, CA 92014

Telephone:

(858) 755-1141

Fax number:

(858) 794-1007

Racetrack name:

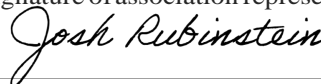
Del Mar

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name

Josh Rubinstein

Signature of association representative



Title

President & COO

Date:

8/27/2023

PART II - NORCO
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Angeles County Fair Association
1101 W. McKinley Avenue, Pomona, CA 91768

Telephone:
(909) 865-4203

Fax number:
(909) 865-2481

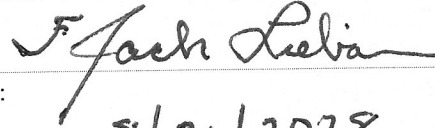
Racetrack name:

Los Angeles County Fair, racing at Los Alamitos Race Course

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name
Jack Liebau

Signature of association representative



Title
Manager

Date:

8/31/2028

PART II - NORCO
CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Alamitos Quarter Horse Racing Association
4961 Katella Avenue, Los Alamitos, CA 90720

Telephone:

(714) 820-2800

Fax number:

Racetrack name:

Los Alamitos


Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name
Cathy Monji

Title
President

Signature of association representative

Date:



9-18-13

PART II - NORCO

Santa Clarita

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Alamitos Racing Association
4961 Katella Avenue, Los Alamitos, CA 90720

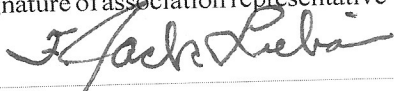
Telephone:

(714) 820-2800

Fax number:

Racetrack name:
Los Alamitos

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name F. Jack Liebau	Signature of association representative 
Title Vice President	Date: 8/31/2023

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II - NORCO
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Angeles Turf Club, Inc.
285 W. Huntington Drive, Arcadia, CA 91007

Telephone:

(626) 574-7223

Fax number:

(626) 821-1514

Racetrack name:

Santa Anita Park

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name
Eric Sindler

Signature of association representative



Title
Assistant Secretary

Date:
9/12/2023

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II - NORCO
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Pacific Racing Association
1100 Eastshore Highway, Albany, CA 94706

Telephone:

(510) 559-7300

Fax number:

(510) 559-7465

Racetrack name:

Golden Gate Fields

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name
Eric Sindler

Signature of association representative



Title
Assistant Secretary

Date:
9/12/2023

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II - NORCO
CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Sonoma County Fair & Exposition, Inc.
1350 Bennett Valley Road, Santa Rosa, CA 95404

Telephone:

(707) 545-4200


Fax number:

(707) 573-9342

Racetrack name:

Santa Rosa Racetrack - Sonoma County Fair

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name Rebecca Bartling	Signature of association representative 
Title CEO	Date: 9/12/23

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II - NORCO
CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Watch and Wager.com LLC
20 California Street, 7th Floor, San Francisco, CA 94111

Telephone:
(916) 800-1390

Fax number:
(916) 800-1395

Racetrack name:
California State Fair & Exposition - Cal Expo Harness

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name
Ben Kenney

Signature of association representative

Title
CFO



Date: 8-29-23

PART III SIMULCAST ORGANIZATION INFORMATION

To be completed by approved simulcast organization that has executed an agreement approved by the CHRB with the association conducting a racing meeting with the minisatellite wagering facility pursuant to Business and Professions Code sections 19605.25 and 19605.3.

I. OPERATION OF THE MINISATELLITE WAGERING FACILITY

Simulcast organization engaged by the association to conduct simulcast wagering:

SCOTWinc.

Attach the agreement between the association and simulcast organization permitting the minisatellite wagering facility to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

Submit a copy of each horsemen's written approvals. **Submitted.**

Hours for operation of the facility:

Hours for operation of the minisatellite wagering site: **7 days, 10a - 12a, or as required per racing program provided by CA host tracks.**

Time periods during the calendar year the facility **will not** be utilized as a minisatellite wagering facility (explain why):
None anticipated.

If approved, wagering will be offered on live race meetings being held or conducted by the following California racing associations: **Wagering will be offered on all cards offered by CA Host Tracks.**

Santa Anita	Los Alamitos QH & TB	Del Mar
Golden Gate Fields	Watch & Wager Harness	CARF

List the host track from which the minisatellite wagering facility proposes to import out-of-state and/or out-of-country races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races". **Wagering on all CA Host Track cards.**

Estimated number of pari-mutuel terminals machines available: **12**

Attach a proposed staffing plan for the facility and/or minisatellite wagering site, to include the number of security personnel and the number of pari-mutuel clerks pursuant to Business and Professions Code section 19605.25(b). At least one public safety employee and one facility manager on duty during operating hours. The parimutuel manager will assign clerks based on projected handle and attendance.

II. SUPERVISION, SECURITY AND FIRE PREVENTION

Changes to management personnel and minisatellite managers must be immediately reported to the Board.

Name of the individuals responsible for the day-to-day operation of the minisatellite facility:



August 28, 2023

Ms. Yannet G Garcia
Regulations, Industry Applications, and Administrative Hearings Unit
California Horse Racing Board
ygdegarcia@chr.ca.gov

RE: Norco Minisatellite Facility

Dear Ms. Garcia,

The Thoroughbred Owners of California approves the licensing by the California Horse Racing Board of the Norco minisatellite.

Sincerely,

A handwritten signature in black ink that reads 'William Q. Nader'.

Bill Nader
President & CEO

cc: Rick Baedeker, SCOTWINC General Manager

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

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



Pacific Coast Quarter Horse Racing Association

August 28, 2023

Ms. Yannet G Garcia
Regulations, Industry Applications, and Administrative Hearings Unit
California Horse Racing Board
ygdegarcia@chr.ca.gov

Re: The Derby Room, Norco, MiniSatellite renewal

Dear Ms. Garcia,

The Pacific Coast Quarter Horse Racing Association approves the California Horse Racing Board licensing of the minisatellite referenced above.

Sincerely,

Dino Perez
Executive Director

xc: Rick Baedeker, SCOTWINC General Manager



California Harness Horsemen's Association

P.O. Box 254767
Sacramento, CA 95865
Phone (916) 263-7888
Fax (916) 263-7887

Ms. Yannet G Garcia
Regulations, Industry Applications and
Administrative Hearings Unit
California Horse Racing Board

August 30, 2023

Dear Ms. Yannet Garcia

This letter is to acknowledge the approval and support of the California Harness Horsemen's Association for the Derby Room Minisatellite in Norco California.

Sincerely,

Jimmy Perez
California Harness Horsemen's Association
Executive Director

CC: Yanette Garcia, CHRB
CC: Rick Baedeker, SCOTWinc

Name and Title	CHRB License No. and Expiration Date
Rick Baedeker, SCOTWinc., General Manager	405644 , Expires September 2024

Attach a certificate of insurance for workers' compensation coverage, including carrier and the policy number securing the applicant's liability for payment of workers' compensation (if self-insured, provide details).

See attached - WC renewal is in Nov 2023

Attach a fire clearance from the fire authority having jurisdiction.

See attached - requested inspection for 2023

Attach a security plan that includes the name, title, and phone number of the person having responsibility for security controls, the number of security officers and/or guards, and the police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility. **Attached**

Is there a backup emergency plan for power failure? Yes No

If yes, describe. **The surveillance equipment has backup power.**

III. MINISATELLITE WAGERING SITE

Attach a detailed scale plan of the facility indicating all points of access to facility, emergency exits, placement of offices, and food and beverage service location and detailing the location of the proposed minisatellite wagering site. Identify how the designated minisatellite wagering area will be restricted to patrons 21 years and over. Attach photos of the minisatellite wagering site.

NOTICE TO APPLICANT. Pursuant to Business and Professions Code section 19605.25(a)(4) wagers placed at a minisatellite site must be in an area that is restricted to those who are 21 years of age or older.

IV. FACILITY DESCRIPTION

Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; or other description as appropriate): **Full meals and full bar.**

The seating capacity in the minisatellite wagering facility is: **55**

The number of tables in the minisatellite wagering area is: **30 inside; 12 patio; 27 bar seats**

Overall square footage in the minisatellite wagering area is: **5,300sf**

Attach a photograph of the minisatellite wagering area. **See attached.**

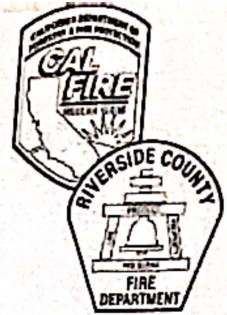
Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction. **234**

The total number of parking spaces available in the parking areas can accommodate (number of standard-sized automobiles): **245 spaces in immediate area, plus additional 50 across street.**



**Riverside County Fire
Office of the Fire Marshal
City of Norco**

3902 Hillside Ave
Norco, CA, 92860



Facility Name: The Derby Room Inspection Date: 9/19/2023 Sprinkler 5 Year: 2021
 Site Address: 3230 Hammer Ave Suite 401 Inspection By: D. Calabrese Occupancy: A-2
 Contact Name: Lesly Burris Occupant Load: 23 / NA
 Contact Phone: 951-473-9243

This notice is issued indicating the corrections required to provide compliance with the applicable codes, regulations and ordinances.
 All items shall be corrected IMMEDIATELY. If you have any questions regarding this information, please call (951) 737-8097

V	VIOLATIONS	CODE SEC.	V	VIOLATIONS	CODE SEC.
1	COMMON VIOLATIONS:		4	SPRINKLER SYSTEM:	
	(a) Fire Extinguisher Service Required- Please have the fire extinguisher(s) serviced by a licensed company (required annually).	CFC 901.6		(a) 18" Clearance Below Sprinkler Head Deflectors	CFC 315.3.1
	(b) Access Key Required- Please provide current access key(s) for the Fire Department Knox Box onsite for use during an emergency.	CFC 506.2		(b) 6-12 Spare Sprinkler Heads/Wrench	CFC 901.6
	(c) Illuminated Exit Sign Service Required- Please repair/replace lighted exit sign (including battery backup) or install self-illuminating sign.	CFC 1013		(c) Riser Room Signage	CFC 509.1
	(d) Emergency Lighting Service Required- Please repair/replace emergency lighting (including battery backup). Label emergency lighting circuit if needed.	CFC 1008.2	5	(d) Replace Missing Sprinkler Head Escutcheon Rings	NFPA 13- 6.2.7
	(e) Kitchen Hood System Service Required- Please have the kitchen hood extinguishing system serviced by a licensed contractor (required every 6 months).	CFC 904.12.5		FIRE ALARM MAINTENANCE:	
	(f) Fire Alarm System/ Inspection Records- Please provide record of annual fire alarm system test.	CFC 907.8		(a) Fire Alarm Control Unit Room Signage	CFC 509.1
	(g) Fire Sprinkler System 5 Year Service Required- Please have a licensed contractor complete a 5 year service of the sprinkler system and provide documentation.	CFC 901.6		(b) Operator Instructions for Basic System Functions	CFC 907.7.3
	(h) Painting/Maintenance of Fire Service Equipment- OS&Y (outdoor) valves, Fire Dept Connections (FDC) and Post Indicator Valves (PIV) shall be painted red.	CFC 901.6		(c) Fire Alarm Monitoring Required	CFC 907.6.6
2	HYDRANT, FDC, PIV, FIRE EXTINGUISHERS:		6	(d) Fire Alarm Maintenance Trouble/Supervisory Alarms	CFC 907.8.5
	(a) Fire Extinguisher (2A10BC) Required within 75' of Travel	CFC 906.3		KITCHENS:	
	(b) Fire Extinguisher Conspicuously Mounted/Sign Required	CFC 906.6		(a) Hood Systems-Nozzle Position, Coverage, Caps Missing	CFC 904.12.5
	(c) Fire Department Connection Caps Missing/Red Paint	CFC 912.1		(b) Hood Systems-Grease Filters Missing/Require Cleaning	CFC 904.12.5
	(d) Obstructions/3' Clearance Around Hydrants	CFC 507.5		(c) Grease In Ducts/ Require Cleaning	CFC 607.3.3.2
	(e) Signage for FDC (Address Needed to Identify Building)	CFC 912.5		(d) K-Type Fire Extinguisher Required for Cooking Grease Fires	CFC 906.4
	(f) Breakaway Lock/Chain on Outdoor Control Valves	CFC 903.4	7	EXITING:	
3	IDENTIFICATION/FIRE ACCESS:			(a) Operable Without Key or Special Knowledge	CFC 1010.1.9
	(a) Address Numbers Plainly Visible and Legible	CFC 505.1		(b) Sign Above Main Lockable Door (Remain Unlocked...)	CFC 1010.1.9.4
	(b) Fire Lane Red Curb or Signs	CVC 22500.1		(c) Panic or Exit Hardware Operable	CFC 1010.1.9
	(c) Obstructions (Width 24", Vertical 13'6" minimum)	CFC 503.2.1		(d) Maintain Fire Rated Doors, Windows, Dampers & Hardware	CFC 703.1
				(e) Exit Blocked/Storage in Hallways	CFC 1031.1
			8	ELECTRICAL:	
				(a) Extension Cords Not Allowed as Permanent Wiring	CFC 604.5
				(b) Cube Adapters, Unfused Plug Strips Prohibited	CFC 604.5
				(c) Relocatable Power Taps Shall be Directly Connected	CFC 604.5.1
				(d) Labeling of Electrical Room Door	CFC 604.3.1
				(e) Working Space Minimum of 30" x 36" x 78"	CFC 604.3
				(f) Open Junction Boxes, Wiring, Spaces in Breakers	CFC 604.6
			9	MISCELLANEOUS:	
				(a) Pressurized Cylinders Secured	CFC 5303.5
				(b) Occupant Load Sign Shall be Posted (Assembly Occupancies)	CFC 1004.9
				(c) Emergency Information (R1, I, B, High Rise, Windowless...)	CFC 403
				(d) Replace Ceiling Tiles in Fire Rated Ceilings	CFC 703.1
				(e) Maintain/ Provide NFPA 704 Placard	CFC 5003.5
				(f) SDS (Safety Data Sheets) Readily Available	CFC 5003.4

COMMENTS:
 8(a,b) At front hostess stand & office
 8(f) @ Patio cover plate needed, Dead front needed @ panel on south side of hallway
 4) Replace ~~to~~ painted heads - mens restroom, Womens restroom,
 6(d) provide 2nd extinguisher, Type k, due to number of appliances
 1(c)(d) verify circuits to test function & identify @ elec panel.

Completed 10/2/2023

RE-INSPECTION AFTER: 10/3/2023
 Received By: Lesly Burris Signature: [Signature]

AGE RESTRICTIONS AND SECURITY

THE DERBY ROOM NORCO

Mr. Brandon Zennedjian is the party responsible for security, including the prevention of underage wagering and consumption of alcohol:

Brandon Zennedjian

CEO

30901 Bloomfest St.

Murrieta, CA 92563

619-654-1132

The entire restaurant facility is equipped with video surveillance and a monitored alarm system. The wagering accounting room is protected by an alarmed, reinforced door.

All employees are trained to identify and prevent both underage drinking and wagering. Patrons must present a valid identification when asked to verify they are at least 21 years of age to order alcohol or play the races. Wagering areas have posted signs notifying patrons of the minimum age requirement.

Police services for the city of Norco are contracted from the Norco Sherriff's Department.

Norco Sherriff Department

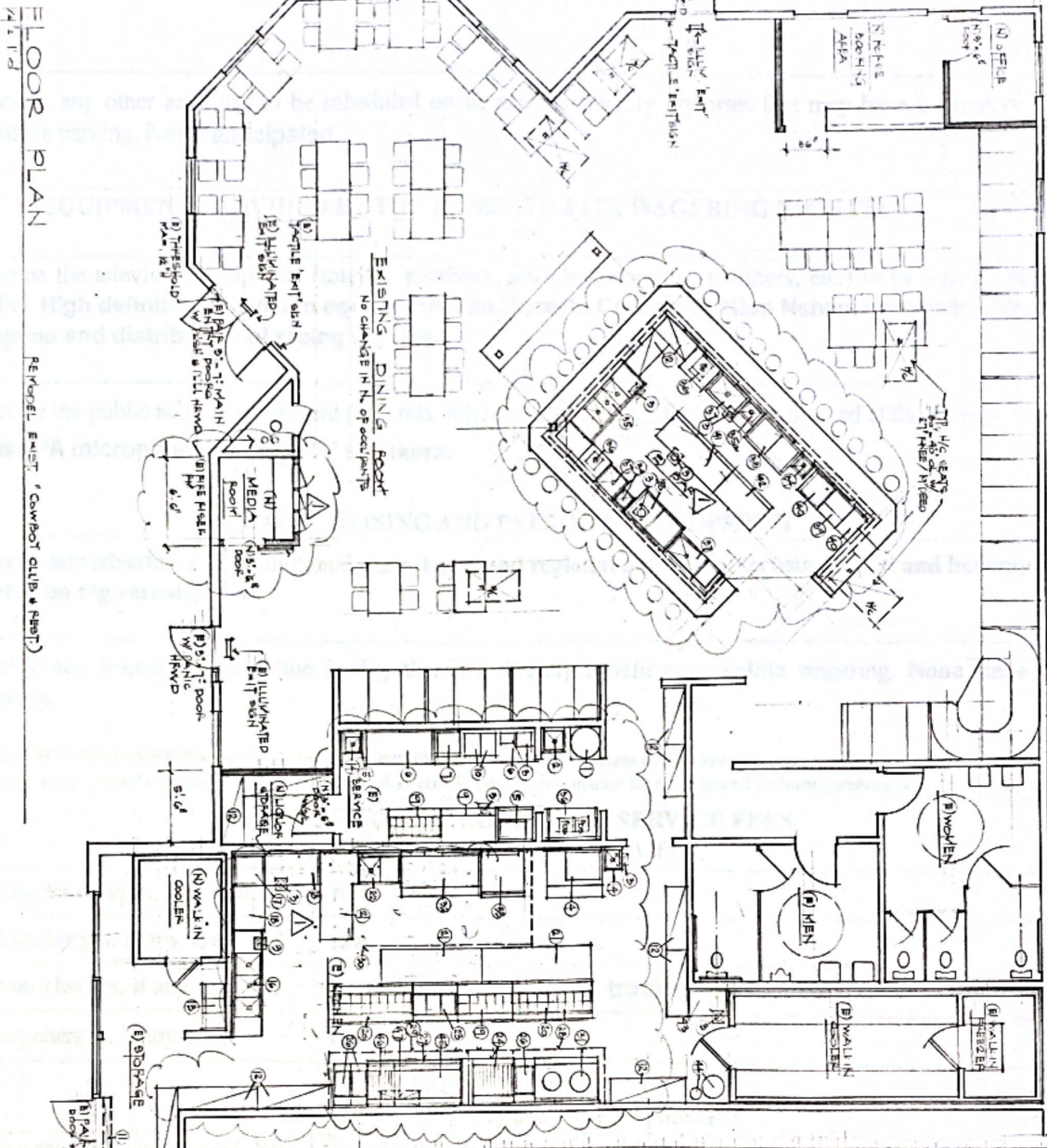
951-735-3900 or 911

2870 Clark Ave.

Norco, CA 92860

FLOOR PLAN

RENDERED EXIST. (COWBOY CLUB + NEAR)



EQUIPMENT SCHEDULE

NO.	DESCRIPTION	UNIT	QTY	REMARKS
1	100 gallon water heater	WATER HEATER	1	
2	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
3	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
4	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
5	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
6	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
7	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
8	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
9	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
10	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
11	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
12	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
13	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
14	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
15	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
16	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
17	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
18	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
19	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
20	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
21	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
22	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
23	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
24	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
25	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
26	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
27	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
28	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
29	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
30	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
31	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
32	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
33	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
34	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
35	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
36	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
37	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
38	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
39	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
40	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
41	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
42	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
43	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
44	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
45	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
46	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
47	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
48	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
49	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	
50	Hot food, 210 x 30 x 30 - cowboy washers	WASHER	2	

SCOPE OF WORK:

INSTALL RESTROOMS, EXISTING RESTROOMS, KITCHEN, RESTROOMS, EXISTING RESTROOMS, IN HIGH BLDG. A NEW RESTROOMS FOR COWBOY CLUB, FOR THE ROOMING AREA.

LEGEND

- 1. TYPE OF OCCUPANCY: A/B
- 2. TYPE OF CONSTRUCTION: SP/BRICK
- 3. FLOOR AREA: SQ'S SF
- 4. COORDINATOR: GOLF CUB

REVISED 11.5.15
FINAL DRAWING LAYOUT

The Derby Room - Bar Area





The Derby Room - Seating Area and View of Bar







Derby Room - Wagering Area



Restaurant Seating Area





Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. **None anticipated.**

V. EQUIPMENT PROVIDED BY THE MINISATILLITE WAGERING FACILITY

Describe the television equipment (satellite receivers, decoders, controls, monitors, etc.) to be utilized at the facility. **High definition television equipment with Roberts Communication Network receivers for the reception and distribution of racing signals.**

Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility. **House PA microphone through TV speakers.**

VI. ADVERTISING AND PATRON DEVELOPMENT

Describe any advertising or promotional plans. **Local and regional outdoor advertising; Food and beverage specials Offered on big race days.**

Describe any improvements to the facility that will directly benefit minisatellite wagering. **None since previous licensing.**

NOTICE TO APPLICANT: Pursuant to Board Rule 2066, all advertisement shall contain a statement that persons under 21 are not allowed to participate in minisatellite wagering. All advertisement shall contain contact information for a recognized problem-gambling support organization.

VII. ADMISSIONS, CHARGES AND SERVICE FEES

Complete if applicable and note N/A if not.

Admissions charges, if any, are:	n/a
Parking charges, if any, are:	n/a
Program charges, if any, are:	as determined by host track provider
Seating charges, if any, are:	n/a

VIII. RENEWAL

Complete this section only if renewing your license.

Is this a renewal application? Yes No

Have there been any changes since the submission of your last application for authorization to operate a minisatellite wagering facility? Yes No

See attached

Have any changes occurred affecting ownership or controlling interest in your business structure or establishment since your last application? Yes No

See attached

If you have answered "Yes" to any of the questions above, please attach a detailed statement describing the change.

See attached

How many years have you been an approved minisatellite wagering facility? 5 years
(one 5yr. term license 2018-2023)

VIII. Renewal

Have there been any changes since the submission of your last application for authorization to operate a minisatellite wagering facility? Yes, we had a change in ownership in 2021. The owner that was added in 2020, Greg Connick passed away from Covid. Mr. Connick was replaced by Greg Zennedjian. The Board approved the change of ownership on July 21, 2021.

Have any changes occurred affecting ownership or controlling interest in your business structure or establishment since your last application? Yes, redistribution of ownership. Mr. Greg Connick was added in 2020 and when Mr. Greg Zennedjian replaced Mr. Greg Connick in 2021.

Detailed statement describing the change.

In 2020, The Derby Room added Mr. Greg Connick as a partner and a redistribution of ownership occurred. Unfortunately, Mr. Connick passed away in 2021. The distribution of ownership remained the same and in 2021, Mr. Greg Zennedjian replaced the ownership percentage of Mr. Greg Connick. Both changes of ownership were presented to the CHRB and approved.

State of California
 California Horse Racing Board
 Application for License to Operate a Minisatellite Wagering Facility
 CHRB-228 (Rev. 04/22)

agreement with the facility landlord and all applicable county, city or agency agreements that may affect the minisatellite wagering facility have been finalized except as follows (if there are no exceptions, so state):

All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements (when applicable) which remain in effect for the entire term of the license except as follows (if there are no exceptions, so state):

Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant except as follows (if there are no exceptions, so state):

By authority of Article 9.2, Chapter 4, of the Business and Professions Code; and the Federal Indian Gaming Act; to allow an evaluation of the competence, integrity, and character of potential simulcast facility operators, any person, corporation, trust association, partnership, joint venture, or management firm who submits an application for such license or who is named in such application and who is not a State or County entity, or has not previously completed such disclosure when filing for a horseracing application pursuant to Article 4, section 19480 of the Business and Professions Code shall be required to complete and submit a full disclosure statement.

CERTIFICATION BY APPLICANT

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

Print name of minisatellite facility applicant representative:

Brandon Zennedjan

Date:

8/30/23

Signature of minisatellite facility representative:

[Signature]

Date:

8/30/23

Print name of association representative:

Josh Rubinstein

Date:

8/30/23

Signature of association representative:

Josh Rubinstein

Date:

8/30/23

Print name of simulcast organization representative:

Rick Baedeker

Date:

8/28/23

Signature of simulcast organization representative:

[Signature]

Date:

08/28/23

CALIFORNIA HORSE RACING BOARD

October 19, 2023

REGULAR BOARD MEETING

There is no board package material for Item 7

Agenda Item 8

STAFF ANALYSIS DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE LOS ANGELES TURF CLUB, INCORPORATED DBA AS SANTA ANITA PARK 2022-2023 WINTER-SPRING RACE MEETING

Regular Board Meeting
October 19, 2023

ISSUE

Los Angeles Turf Club (LATC) is requesting approval to distribute race day charity proceeds generated at its 2022-2023 winter-spring race meet from December 21, 2022, through June 20, 2023. LATC is proposing a total distribution of \$78,087.54. The charitable organizations selected and the amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to horse racing industry 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.

CHRB ANALYSIS

Los Angeles Turf Club, Inc. dba Santa Anita Park Winter - Spring Race Meet Charity Day Proceeds

December 21, 2022, through June 20, 2023

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (2/10 of 1% on-track, live, handle)	Notes
1	California Thoroughbred Foundation*	1,030.76	1%		a
2	CARMA*	6,559.35	8%		a
3	Edwin J. Gregson Foundation*	11,572.57	15%		a
4	Holy Angels Church (Backside Permanent Deacon)*	679.36	1%		
5	Racetrack Chaplaincy of America*	1,522.71	2%		a
6	Southern California Equine Foundation, Inc.*	1,030.76	1%		a
7	United Pegasus Foundation*	1,030.76	1%		a
8	California Thoroughbred Horsemen's Foundation*	8,909.79	11%	minimum of 5%	b
9	Winners Foundation*	21,864.51	28%	minimum of 5%	c
10	Permanently Disabled Jockeys' Fund*	23,886.98	31%	minimum of 20%	d
	Total Horse Related Charities	\$ 78,087.54	100%	minimum of 60%	e
	Notes:				
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))			
	b	5% to welfare fund (19556 (b)) described in subdivision (b) of Section 19641			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse (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% of the charity distribution should go to horse racing industry related nonprofit organizations.			

*horse racing industry-related organization



August 4, 2023

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

RE: Los Angeles Turf Club, Incorporated Charity Day Proceeds

Dear Mr. Chaney,

Los Angeles Turf Club, Incorporated, doing business as “Santa Anita Park”, has determined the beneficiaries of proceeds from Charity Days races conducted at Santa Anita Park from December 26, 2022, to June 18, 2023, in the amount of \$78,087.54.

Attached is a list of the organizations selected to be the beneficiaries of the Charity Day proceeds and statement about each recipient. Please note that 100% of the distributions are to horse-related charities.

Also attached is the official CHRIMS Report of Handle for the said race meet period upon which this distribution is based.

We request that you please add this matter for discussion and action by the California Horse Racing Board at its next regularly scheduled meeting. Distributions will be made upon approval of the proposed amounts by the Board.

The amount that Santa Anita Park is requesting that the CHRB approve from Charity Days for distribution is a small fraction of the total amount that Santa Anita Park donates to charity each year.

Should you have any questions regarding the distributions, or the matter set forth herein, do not hesitate to contact me.

Sincerely,

Eric Sindler
General Counsel,
California Racing Operations

Los Angeles Turf Club - Santa Anita
Distribution of Charity Days Proceeds

December 26, 2022 - June 18, 2023

California Thoroughbred Foundation	4.4%	\$ 1,030.76			
CARMA	28.0%	\$ 6,559.35			
Edwin Gregson Foundation	49.4%	\$ 11,572.57			
Holy Angels Church	2.9%	\$ 679.36			
Race Track Chaplaincy of America	6.5%	\$ 1,522.71			
Southern California Equine Foundaation	4.4%	\$ 1,030.76			
United Pegasus	4.4%	\$ 1,030.76			
Horse Related Charities Above	100.0%		\$ 23,426.26	\$ 23,426.26 }	30.0% of total distribution
California Thoroughbred Horsemen's Foundation	16.3%	\$ 8,909.79			
Winner's Foundation	40.0%	\$ 21,864.51			
Permanently Disabled Jockey's Fund	43.7%	\$ 23,886.98			
Horse Related Charities Above	100.0%		\$ 54,661.28	\$ 54,661.28 }	70.0% of total distribution
Total Distribution			\$ 78,087.54	\$ 78,087.54	\$ - Must be zero

SANTA ANITA PARK

LOS ANGELES TURF CLUB, INCORPORATED Santa Anita Park

I. Horse Related Charities – California B&P Code Section 19556(b) (30% Minimum Distribution)

California Thoroughbred Foundation – CTF is a 503(c) (3) non-profit organization that provides multiple benefits to individuals involved in the Thoroughbred industry. These include scholarship programs for veterinary medicine students at US Davis and maintenance of the Carleton F. Burke Memorial Library.

CARMA – The California Retirement Management Account is organized to raise money for retired California race horses. Their mission statement provides that they assist thoroughbred retirement facilities that care for and retrain horses whose careers have ended after competing in California Thoroughbred races. Their services include tracking of retired California race horses and in working to find homes for retired equines. CARMA also manages a grant request process and distributes funds to qualified retirement facilities caring for such horses. CARMA is dedicated to the goal of providing funding for rehabilitation, retraining and/or retirement of Thoroughbred horses that have raced in California.

Edwin Gregson Foundation – A non-profit charitable foundation organized for the purpose of improving the lives of backstretch worker and their immediate family members at California race tracks. The organization provides backstretch workers with many educational programs, including “English as a second language,” bible studies and provides numerous programs, including computer training programs at its recreation facility, computer games and various magazines in English and Spanish. It organizes family outings for the workers excursions. The organization also maintains a recreational hall at Santa Anita Park for the benefit of the backside workers and their children.

Holy Angeles Church (Backside Permanent Deacon) – Holy Angeles church is a Catholic Church across the street from Santa Anita Park. A deacon from the church performs a weekly Mass in the recreation room at the track on Monday nights for the workers on the backside. He walks down the shed rows daily in the morning and assists the workers in an endless variety of ways. Examples of the assistance provided include counseling, organizing religious and recreational activities, the collection and distribution of clothing, help with Medicare, Medi-Cal and immigration forms, officiating at holiday gatherings at Santa Anita, etc.

Racetrack Chaplaincy of America – The stated mission of the organization is “The overall mission of RTCA, through its councils and chaplains, is to make disciples for Jesus Christ through teaching, preaching, and ministering to the spiritual, emotional, physical, social, and educational needs of those persons involved in all aspects of the horse racing industry.”

Southern California Equine Foundation, Inc. – SCEF is a nonprofit charitable organization providing hospital and equine ambulance services on the Southern California Thoroughbred

racetrack circuit. Commonly known as the Equine Hospital, SCEF has a long history of service to the racing industry and the equine athlete. This is an organization “dedicated to the care of the injured horse.”

United Pegasus Foundation ENI#95-4497611 – UPF is a 501(c) (3) charitable organization that has become one of the largest Thoroughbred retirement, rehabilitation and adoption organizations, saving hundreds of former race horses from an uncertain destiny by giving them a humane and deserved retirement home and providing for their care at its 27-acre ranch in San Jacinto, California. The retired Thoroughbreds are maintained in pleasant quarters and peaceful surroundings to live out the balance of their lives. This organization depends entirely upon donations for the purchase of food and other amenities required maintaining the Thoroughbreds.

II. **Welfare Fund for Backside Personnel** - California **B&P** Code Section 1964J(b) (5% Minimum Distribution)

California Thoroughbred Horsemen’s Foundation – CTHF is a 501(c) (3) nonprofit foundation that provides assistance to the low-income backstretch community occupied with the care of Thoroughbred race horses at California’s major race tracks and fair circuits and California Horse Racing Board recognized off-track training centers. The organization maintains three clinics throughout the state, which see over 10,000 people each year, including numerous children who are prepared medically to return to school each year.

III. **Fund for Substance or Alcohol Abuse** - California **B&P** Code Section 19556(b) (5% Minimum Distribution)

Winners Foundation – The Winners Foundation provides confidential assistance on a one-to-one basis to employees and family members of California race track who are seeking help for alcohol, gambling and drug addiction. Each situation is geared to best support an individual’s desire to change his or her life for the better. The Foundation has developed a large referral base and maintains close relationships with community based services such as anonymous 12 step groups, city and county assistance agencies, detox centers, halfway houses and out-patient and in-patient hospital treatment programs. This service is provided to any employee or family member of anyone involved in the California Thoroughbred horse racing community, free of charge. This includes backstretch works, as well as all employees at Del Mar, Golden Gate Fields, Santa Anita and the California Association of Racing Fairs.

IV. **Permanently Disabled Jockeys Fund** - **B&P** Code Section 19556(c) (20% Minimum Distribution)

Permanently Disabled Jockeys’ Fund – This is a statutorily mandated distribution per Business and Professions Code Section 19556(c). It provides support to disabled jockeys, as its name implies.

Agenda Item 9

STAFF ANALYSIS DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE PACIFIC RACING ASSOCIATION DBA GOLDEN GATE FIELDS 2022-2023 WINTER-SPRING RACE MEETING

Regular Board Meeting
October 19, 2023

ISSUE

Pacific Racing Association (PRA) is requesting approval to distribute race day charity proceeds generated at its 2022-2023 winter-spring race meet from December 21, 2022, through June 13, 2023. PRA is proposing a total distribution of \$13,441.57. 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 horse racing industry 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.

CHRB ANALYSIS

Pacific Racing Association dba Golden Gate Fields Winter - Spring Race Meet Charity Day Proceeds

December 21, 2022, through June 13, 2023

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (2/10 of 1% on-track, live, handle)	Notes
1	California Thoroughbred Foundation*	250.01	2%		a
2	CARMA*	1,201.68	9%		a
3	Edwin J. Gregson Foundation*	2,064.62	15%		a
4	Neigh Savers Foundation	189.53	1%		
5	Racetrack Chaplaincy of America*	326.63	2%		a
6	California Thoroughbred Horsemen's Foundation*	1,533.68	11%	minimum of 5%	b
7	Winners Foundation*	3,763.64	28%	minimum of 5%	c
8	Permanently Disabled Jockeys' Fund*	4,111.78	31%	minimum of 20%	d
	Total Horse Related Charities	\$ 13,441.57	100%	minimum of 60%	e
	Notes:				
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))			
	b	5% to welfare fund (19556 (b)) described in subdivision (b) of Section 19641			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse (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% of the charity distribution should go to horse racing industry related nonprofit organizations.			

*horse racing industry-related organization



GOLDEN GATE FIELDS

August 4, 2023

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

RE: Pacific Racing Association, Charity Day Proceeds

Dear Mr. Chaney,

Pacific Racing Association, doing business as “Golden Gate Fields,” has determined the beneficiaries of proceeds from Charity Days races conducted at Golden Gate Fields from December 26, 2022, through June 11, 2023, in the amount of \$13,441.57.

Attached is a list of the organizations selected to be the beneficiaries of the Charity Day proceeds and statement about each recipient. Please note that 100% of the distributions are to horse-related charities.

Also attached is the official CHRIMS Report of Handle for the said race meet period upon which this distribution is based.

We request that you please add this matter for discussion and action by the California Horse Racing Board at its next regularly scheduled meeting. Distributions will be made upon approval of the proposed amounts by the Board.

The amount that Golden Gate Fields is requesting that the CHRB approve for distribution is a small fraction of the total amount that Golden Gate Fields donates to charity each year.

Should you have any questions regarding the distributions, or the matter set forth herein, do not hesitate to contact me.

Sincerely,

Eric Sindler
General Counsel,
California Racing Operations

Pacific Racing Association - Golden Gate Fields

Distribution of Charity Days Proceeds

December 26, 2022 - June 11, 2023

California Thoroughbred Foundation	6.2%	\$ 250.01			
CARMA	29.8%	\$ 1,201.68			
Edwin Gregson Foundation	51.2%	\$ 2,064.62			
Neigh Sayers Foundation	4.7%	\$ 189.53			
Race Track Chaplaincy of America	8.1%	\$ 326.63			
Pegasus Foundation	0.0%	\$ -			
Horse Related Charities Above	100.0%		\$ 4,032.47	\$ 4,032.47	30% of total distribution
California Thoroughbred Horsemen's Foundation	16.3%	\$ 1,533.68			
Winner's Foundation	40.0%	\$ 3,763.64			
Permanently Disabled Jockey's Fund	43.7%	\$ 4,111.78			
Horse Related Charities Above	100.0%		\$ 9,409.10	\$ 9,409.10	70% of total distribution
Total Distribution			\$ 13,441.57	\$ 13,441.57	\$ - Must be zero



GOLDEN GATE FIELDS

Pacific Racing Association Golden Gate Fields

I. Horse Related Charities – California B&P Code Section 19556(b) (30% Minimum Distribution)

California Thoroughbred Foundation – CTF is a 503(c) (3) non-profit organization that provides multiple benefits to individuals involved in the Thoroughbred industry. These include scholarship programs for veterinary medicine students at US Davis and maintenance of the Carleton F. Burke Memorial Library.

CARMA – The California Retirement Management Account is organized to raise money for retired California race horses. Their mission statement provides that they assist thoroughbred retirement facilities that care for and retrain horses whose careers have ended after competing in California Thoroughbred races. Their services include tracking of retired California race horses and in working to find homes for retired equines. CARMA also manages a grant request process and distributes funds to qualified retirement facilities caring for such horses. CARMA is dedicated to the goal of providing funding for rehabilitation, retraining and/or retirement of Thoroughbred horses that have raced in California.

Edwin Gregson Foundation – A non-profit charitable foundation organized for the purpose of improving the lives of backstretch worker and their immediate family members at California race tracks. The organization provides backstretch workers with many educational programs, including “English as a second language,” bible studies and provides numerous programs, including computer training programs at its recreation facility, computer games and various magazines in English and Spanish. It organizes family outings for the workers excursions. The organization also maintains a recreational hall at Santa Anita Park for the benefit of the backside workers and their children.

Neigh Savers Foundation – Neigh Savers creates new beginnings for retired racing Thoroughbreds by building relationships, both on and off the track, to help as many horses as possible. Through rescue, rehabilitation and retraining the organization provides the foundation needed for racing Thoroughbreds to successfully transition into new careers. Whether the horse is an Off-Track Thoroughbred (OTTB) ready to end its racing career or one that has been injured on the track or has found itself standing at an auction or on a feedlot with no other options, Neigh Savers strives to make a difference, one OTTB at a time.

Racetrack Chaplaincy of America – The stated mission of the organization is “The overall mission of RTCA, through its councils and chaplains, is to make disciples for Jesus Christ through teaching, preaching, and ministering to the spiritual, emotional, physical, social, and educational needs of those persons involved in all aspects of the horse racing industry.”

II. **Welfare Fund for Backside Personnel - California B&P Code Section 19556(b)) (5% Minimum Distribution to Welfare Fund described in 19641(b))**

California Thoroughbred Horsemen's Foundation – CTHF is a 501(c) (3) nonprofit foundation that provides assistance to the low-income backstretch community occupied with the care of Thoroughbred race horses at California's major race tracks and fair circuits and California Horse Racing Board recognized off-track training centers. The organization maintains three clinics throughout the state, which see over 10,000 people each year, including numerous children who are prepared medically to return to school each year.

III. **Fund for Substance or Alcohol Abuse - California B&P Code Section 19556(b) (5% Minimum Distribution)**

Winners Foundation – The Winners Foundation provides confidential assistance on a one-to-one basis to employees and family members of California race track who are seeking help for alcohol, gambling and drug addiction. Each situation is geared to best support an individual's desire to change his or her life for the better. The Foundation has developed a large referral base and maintains close relationships with community based services such as anonymous 12 step groups, city and county assistance agencies, detox centers, halfway houses and out-patient and in-patient hospital treatment programs. This service is provided to any employee or family member of anyone involved in the California Thoroughbred horse racing community, free of charge. This includes backstretch works, as well as all employees at Del Mar, Golden Gate Fields, Santa Anita and the California Association of Racing Fairs.

IV. **Permanently Disabled Jockeys Fund - B&P Code Section 19556(c) (20% Minimum Distribution)**

Permanently Disabled Jockeys' Fund – This is a statutorily mandated distribution per Business and Professions Code Section 19556(c). It provides support to disabled jockeys, as its name implies.

CALIFORNIA HORSE RACING BOARD

October 19, 2023

REGULAR BOARD MEETING

There is no board package material for Item 10

CALIFORNIA HORSE RACING BOARD

October 19, 2023

REGULAR BOARD MEETING

There is no board package material for Item 11

CALIFORNIA HORSE RACING BOARD

October 19, 2023

REGULAR BOARD MEETING

There is no board package material for Item 12