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

REGULAR MEETING

of the **California Horse Racing Board (CHRB Board)** will be held on **Thursday, August 15, 2024,** commencing at **9:30 a.m.** at the **Del Mar Hilton, 15575 Jimmy Durante Blvd, Del Mar, California**. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website (www.chrb.ca.gov) under "Webcasts."

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

AGENDA

Action Items:

1. **Approval of the minutes of June 20, 2024.**

2. Discussion and action by the Board regarding allocation of **racing dates for the racing calendar year 2025.**

3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club II (T), at Santa Anita, from September 25, 2024, through October 29, 2024.**

4. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Alamitos Horse Racing Association (LARA) at Los Alamitos Race Course, from September 11, 2024, through September 24, 2024**.

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, from September 18, 2024, through October 15, 2024**.

6. 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.

7. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1634, Claiming Option Entry; Rule 1656, Errors which Invalidate Claim; and Rule 1658, Vesting of Title to Claimed Horse**, to align with Federal regulations regarding claiming races.

8. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1497, Confidentiality of Applications, and CHRB Rule 1548, Rulings by the Stewards,** to align with current practices regarding the confidentiality of information and comply with the Information Practices Act.

9. **The California Horse Power Coalition will present findings from the 2024 American Horse Council's Economic Impact California Breakout Study** which covers the impact of the industry to the state, both economically and culturally.

10. Discussion and action by the Board regarding the request for **approval of the nominated members to the Board of Directors of the California Thoroughbred Horsemen's Foundation, Inc.,** pursuant to CHRB Rule 2049(a), Designation and Approval of Horsemen's Welfare Fund.

11. **Reports.**
    A. Executive Director's Report.
    B. Equine Medical Director's Report.

12. **Public Comment:** Communications, reports, requests for future actions of the Board. **Note:** During the public comment period, a total of thirty minutes will be allowed for public comments. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.

13. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings and personnel matters as authorized by section 11126 of the Government Code.

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

14. **Adjournment**.

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

CALIFORNIA HORSE RACING BOARD
Gregory L. Ferraro, DVM, Chairman
Oscar Gonzales, Vice Chair
Dennis Alfieri, Member
Damascus Castellanos, Member
Brenda Davis, Member
Thomas C. Hudnut, Member
Scott Chaney, Executive Director
Cynthia Alameda, Deputy Executive Director

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AUGUST 2024

PENDING ADMINISTRATIVE ADJUDICATIONS

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

CASES

A. Proposed Decision in the Matter of Fitness for Licensure against Owner Hershey Williams
Case Number: SAC 24-0024

B. Proposed Decision in the Matter of Disorderly Conduct against Jockey Jose de Jesus Martinez Saldivar
Case Number: SAC 24-0022

PENDING LITIGATION

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. Jamgotchian v. California Horse Racing Board
U.S. District Court, Central District of California

D. Jamgotchian v. Lewis et al.
Superior Court of California, County of Alameda

Agenda Item #1

Back to Top

CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825
www.chrb.ca.gov
(916) 263-6000 Fax (916) 263-6042

REGULAR BOARD MEETING MINUTES

Date and Time:	**June 20, 2024, at 9:30 a.m.**
Location:	**California Exposition and State Fair Grandstand** **1600 Exposition Boulevard** **Sacramento, CA 95815**
Board Members Present:	**Gregory Ferraro, Chairman** **Oscar Gonzales, Vice-Chairman** **Damascus Castellanos, Member** **Dennis Alfieri, Member** **Brenda Washington Davis, Member** **Thomas Hudnut, Commissioner** **Wendy Mitchell, Commissioner**
Staff Members Present:	**Scott Chaney, Executive Director** **Robert Brodnik, Chief Counsel** **Jeff Blea, Equine Medical Director**

1. **APPROVAL OF THE MINUTES OF MAY 16, 2024.**

   Motion: Approve.
   Motioned/Seconded: Hudnut/Davis.
   Roll call vote: Aye: Davis, Gonzales, Castellanos, Alfieri, Hudnut, Ferraro. **Nay:** None.
   Absent: None. **Abstain:** Mitchell. **Motion carried.**
   Page 11 in the Board transcript.

2. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB AT THE DEL MAR RACETRACK, COMMENCING JULY 10, 2024, THROUGH SEPTEMBER 10, 2024,** INCLUSIVE.

   Motion: Approve.
   Motioned/Seconded: Hudnut/Castellanos.
   Roll call vote: Aye: Alfieri, Mitchell, Hudnut, Castellanos, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** None. **Abstain:** None. **Motion carried.**
   Pages 11–15 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR AT SANTA ROSA, COMMENCING JULY 31, 2024, AND CONTINUING THROUGH AUGUST 20, 2024,** INCLUSIVE.

Motion: Approve.
Motioned/Seconded: Castellanos/Alfieri.
Roll call vote: Aye: Hudnut, Castellanos, Gonzales, Alfieri, Mitchell, Davis, Ferraro. **Nay:** None. **Absent:** None. **Motion carried.**
Pages 15-21 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE CALIFORNIA EXPOSITION AND STATE FAIR, COMMENCING JULY 10, 2024, THROUGH JULY 30, 2024,** INCLUSIVE.

Motion: Approve.
Motioned/Seconded: Hudnut/Mitchell.
Roll call vote: Aye: Hudnut, Castellanos, Gonzales, Alfieri, Mitchell, Davis, Ferraro. **Nay:** None. **Absent:** None. **Motion carried.**
Pages 21-27 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD TO APPROVE THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR AT FERNDALE, COMMENCING AUGUST 21, 2024, AND CONTINUING THROUGH SEPTEMBER 17, 2024,** INCLUSIVE.

Motion: Approve.
Motioned/Seconded: Davis/Alfieri.
Roll call re-vote: Aye: Davis, Alfieri, Mitchell, Castellanos, Hudnut, Gonzales, Ferraro. **Nay:** None. **Absent:** None. **Motion carried.**
Pages 27-34 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING **CALIFORNIA THOROUGHBRED BREEDERS ASSOCIATION REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT ALAMEDA COUNTY FAIRGROUNDS IN PLEASANTON, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.**

Motion: Approve.
Motioned/Seconded: Gonzales /Castellanos.
Roll call re-vote: Aye: Davis, Alfieri, Mitchell, Castellanos, Hudnut, Gonzales, Ferraro. **Nay:** None. **Absent:** None. **Motion carried.**
Pages 34-38 in the Board transcript.

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

Motion: Approve.
Motioned/Seconded: Hudnut/Castellanos.
Roll call re-vote: Aye: Davis, Alfieri, Mitchell, Castellanos, Hudnut, Gonzales, Ferraro. **Nay:** None. **Absent:** None. **Motion carried.**
Pages 38-39 in the Board transcript.

Proceedings of the Regular Meeting of June 20, 2024

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

   Motion: Approve.
   Motioned/Seconded: Alfieri/Davis.
   Roll call vote: Aye: Alfieri, Mitchell, Hudnut, Castellanos, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** None. **Abstain:** None. **Motion carried.**
   Pages 39–41 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **DISCUSSION AND ACTION BY THE BOARD ON THE NEW APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT GASLAMP TAVERN LLC, SAN DIEGO, CALIFORNIA,** FOR A PERIOD OF UP TO FIVE YEARS.

   Motion: Approve license for ONE year only.
   Motioned/Seconded: Hudnut/Alfieri.
   Roll call vote: Aye: Alfieri, Mitchell, Hudnut, Castellanos, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** None. **Abstain:** None. **Motion carried as a One Year License only.**
   Pages 41-45 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE **DISCUSSION AND ACTION BY THE BOARD ON THE NEW APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT MCBEARS SOCIAL CLUB, EL CERRITO, CALIFORNIA,** FOR A PERIOD OF UP TO FIVE YEARS.

    Motion: Approve.
    Motioned/Seconded: Davis/Hudnut.
    Roll call vote: Aye: Alfieri, Mitchell, Hudnut, Castellanos, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** None. **Abstain:** None. **Motion carried.**
    Pages 45-48 in the Board transcript.

11. DISCUSSION REGARDING **COMPUTER ASSISTED WAGERING (CAW)** IN CALIFORNIA.

    Motion: No Action Required.
    Pages 48-96 in the Board transcript.

12. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL OF THE FISCAL YEAR 2024-2025 FORMULA AND AGREEMENT PROVIDING FUNDING FOR THE CHRB BOARD SUPPORT.**

    Motion: Approve the "Light Blue Model" funding column.
    Motioned/Seconded: Ferraro/Hudnut.
    Roll call vote: Aye: Alfieri, Mitchell, Hudnut, Castellanos, Davis, Ferraro. **Nay:** Gonzales. **Absent:** None. **Abstain:** None. **Motion carried.**
    Pages 96-161 in the Board transcript.

13. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT
Pages 161-164 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.
Pages 166-170 in the Board transcript.

14. PUBLIC COMMENT.

Pages --- in the Board transcript. No public comment.

The Board Meeting was adjourned at 1:19 P.M.

Back to Top

Proceedings of the Regular Meeting of June 20, 2024

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

Back to Top

DRAFT 2025 NORTHERN CALIFORNIA RACING CALENDAR - DRAFT A

30-Jul-24

2024

December

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

RACE DAYS

Alameda County Fair	12
California State Fair	8
Sonoma County Fair	9
Humboldt County Fair	9
Big Fresno Fair	10
GOLDEN STATE RACING	91

NOR CAL RACING

GOLDEN STATE RACING - Spring Meet	65
GOLDEN STATE RACING - Fall Meet	26
TOTAL NOR CAL RACING DAYS	91

2025

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

Back to Top

Sonoma County Fair - 2025 Proposed Racing Dates

July

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

August

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

Santa Rosa	**9**
Simo Only	**6**

Back to Top

2025

Del Mar 2025 Race Dates Request

Summer (9 Weeks) July 9 - September 9

Fall (5 Weeks) October 29 - December 2

JANUARY

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

FEBRUARY

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	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	1
2	3	4	5	6	7	8

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

Back to Top

Josh Rubinstein
President & COO

August 4, 2024

Sent via e-mail: *cschaney@chrb.ca.gov*

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

Re: DMTC Dates Request for 2025 Racing Calendar

Dear Executive Director Chaney:

We write to address the Del Mar Thoroughbred Club's ("DMTC") requests for the 2025 racing calendar. We appreciate the California Horse Racing Board ("CHRB") addressing this issue at its August 15, 2024 meeting. Doing so will benefit owners and trainers in planning where to race their horses and will help determine DMTC's continued investments in purse enhancements, horse recruitment efforts and programs benefitting backstretch workers.

DMTC requests the same nine (9) week allotment for our 2025 summer meet that the CHRB has allocated to Del Mar each of the last five years, 2020 through 2024. **In 2025, DMTC's requested nine (9) week summer season is July 9 through September 9**. As was the case in 2021 through 2024, Del Mar requests to operate 31-days of racing over eight (8) weeks from July 19 through September 7, with a simulcast-only week prior to the start of our summer season.

A few points regarding DMTC's nine-week summer race meet:

- Del Mar is the only racetrack in California that traditionally operates a four-day race week (the state's other tracks generally run three-days per week). Our additional day of racing each week provides more racing opportunities and more purse money for industry stakeholders as well as additional work days (i.e., days for employees to qualify for health and welfare benefits).
- In addition to offering the state's highest purses, DMTC and the TOC have invested over $2 million in each of the last three years in horse recruitment efforts to attract over 900 out-of-state runners to California. In 2021 through 2023, our recruitment initiatives, which are highlighted by the popular *Ship & Win* program, have generated 2,764 starts at California racetracks (1,656 starts at Del Mar and 1,108 starts at Santa Anita and Los Alamitos) and the majority of these horses have remained in the state.
- Our investment in horse recruitment contributed to California's top performing race meet in 2023 which produced an average field size of 8.9 runners per race and average daily all-sources handle of $17.59 million. In addition to offering the state's largest daily average purses, DMTC's wagering levels provide valuable funding contributions to industry programs such as CHRB Board support, workers'

compensation and Stabling & Vanning. Notably, our generated funding per allocated race week leads all the other racing associations in California.

- DMTC values and respects our backstretch workers. They work tirelessly to care for our horses and without them there would be no industry. DMTC is proud to partner with the California Thoroughbred Horsemen's Foundation and the Oak Tree Racing Association on the continuation of our backstretch meals program, which provides free meals to the backstretch community over five days during most weeks. We anticipate providing over 20,000 free meals this summer for these men and women who are so integral to horse racing in California. This is an important investment in the well-being of our backstretch community and our commitment that their welfare continues to be a top priority for us.

DMTC further requests a five (5) week allotment from October 29 through December 2 for our 2025 fall race meet. Del Mar requests to operate sixteen (16) days of racing, including the Breeders' Cup, from October 30 – November 30 during our 2025 fall season. This five (5) week calendar is the same allocation that the CHRB approved for Del Mar's 2024 fall meet.

A few points regarding DMTC's fall race meet:

- Del Mar was recently awarded the 2025 Breeders' Cup World Championships, which will be held on October 31 and November 1. This represents the fourth time DMTC will host the Breeders' Cup over the last nine years.
- Since DMTC's inaugural fall season in 2014, the CHRB has allocated Del Mar either a four-week or five-week race meet each year.
- DMTC has proudly offered the Autumn Turf Festival each year since we began operating our fall meet in 2014. Originally created by Hollywood Park, the Turf Festival is a collection of Graded stakes races run over Thanksgiving weekend.
- In 2025, Del Mar's Turf Festival is projected to offer seven (7) Graded stakes races over Thanksgiving weekend. Due to the dates of preceding stakes races from across the country and the handle generated over Thanksgiving weekend, it is critical that the fifth and final weekend of Del Mar's 2025 fall meet is November 27 – 30.

Our commitment to investing in our racing program, the welfare of our backstretch community and other initiatives have resulted in Del Mar becoming one of the industry's most successful and safest race meets, not only in California but throughout the entire nation. As noted above, DMTC is prepared to make continued investments to ensure the health of racing at Del Mar as well as throughout California. We also value our relationship with the CHRB and appreciate your consideration of our requests for 2025 race dates.

We look forward to further discussion with the CHRB and industry stakeholders and are available to address any questions you may have.

Respectfully,



Josh Rubinstein
President & COO

watch and wager

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

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

Re: 2025 Harness Racing Dates Allocation Request

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing would like to request the following 2025 standardbred race dates to be raced at Cal Expo. Our date request is somewhat consistent with our 2024 racing calendar.

December 20th, 2024 through May 9th, 2025
November 15, 2025 through December 24th, 2025

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

We thank the Board for their consideration of our request.

Sincerely,

Christopher J. Schick

Back to Top

2025 Santa Anita Race Weeks

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				2

SA - December 28, 2024 through June 17, 2025
SA - September 24 through October 28, 2025
SA - Meet Starts December 17, 2025

Santa Anita	31
Del Mar	0
Los Al	0
LACF@Los Al	0
	31

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

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

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

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

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

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

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

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

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

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

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

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

Back to Top

LOS ALAMITOS
RACE COURSE

Mr. Scott Chaney
Executive Director
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Chaney:

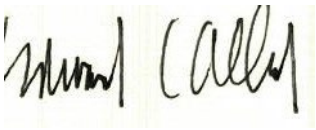
Los Alamitos Quarter Horse Racing Association is requesting the following dates for our upcoming meet. December 26, 2024, through December 23, 2025.

Los Alamitos Racing Association would like to request September 10, 2025, through September 23, 2025, and December 3, 2025, through December 21, 2025.

Los Angeles County Fair would like to request June 18, 2025, through July 8, 2025.

Thank you for your consideration of our request.

Truly yours,



Edward C. Allred
Chief Executive Officer

4961 Katella Ave. • Los Alamitos, CA 90720 • ph 714-820-2800 • fax 714-820-2820

Back to Top

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB II (T) AT SANTA ANITA, FROM SEPTEMBER 25, 2024, THROUGH OCTOBER 29, 2024

Board Meeting
August 15, 2024

Application: Los Angeles Turf Club II at Santa Anita Race Course

Breeds: Thoroughbred

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

SEPTEMBER 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					

OCTOBER 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Los Alamitos fire clearance valid through 02/25/25; San Luis Rey Downs valid through 07/28/25.	Rule 1420(g)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/24.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance valid through 12/10/24; 45-day exemption request received 06/27/24.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 07/25/24.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed on 07/30/24.	Rule 1471(g)
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Marsh Canada Limited Insurance. Valid 06/30/24 through 06/30/25.	Rule 1501

Back to Top

Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 08/09/24. **California Thoroughbred Trainers Association** – received 08/08/24.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Inclement Weather Policy** – received 06/27/24. **Concussion Protocol Policy** – received 06/27/24. **Track Emergency Procedures** – received 06/27/24.	Rule 1432
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	LATC II requests approval to use ARCI 004-105(T)(4)(f) Method 6 to govern the payout of the Pick (n) Position (x), which will be a Pick (3) Position (3) wager known as the "Three by Three." See letter dated June 26, 2024.	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding		Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19604 & 19604(b)(1)(C)
Administrative Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Active Licenses Deposit Received Required Signatures	Rule 1481 BPC 19490 Rules 1433 & Rule 1437

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.

Back to Top

SANTA ANITA PARK

June 26, 2024

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

Re: Jockey Concussion Protocols

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the jockey concussion protocols posted on the California Horse Racing Board's website.

Sincerely,



Nate Newby

Back to Top

SANTA ANITA PARK

June 26, 2024

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

Re: Track Veterinarian Emergency Procedures

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the Track Veterinarian Emergency Procedures posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

Back to Top

SANTA ANITA PARK

June 26, 2024

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

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,



Nate Newby

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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: Los Angeles Turf Club II, Inc, 285 W. Huntington Drive, Arcadia, CA 91007, T: 626-574-7223 F: 626-446-9565 E: eric.sindler@stronachgroup.com

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Santa Anita Park

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: 09/25/24 - 10/29/24

B. Actual dates racing will be held: September 27, 28, 29 (3 day); October 4, 5, 6, 11, 12, 13, 14, 18, 19, 20, 25, 26, 27 (13 days)

C. Total number of days or nights of racing: 16

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

CHRB CERTIFICATION

Application received: 6/27/24 **Hearing date: 8/15/24**
Deposit received: On file **Approved date:**
Reviewed: NLG **License number:**

Back to Top

Exhibit 2.D

Racing scheduled Friday through Sunday weekly.

Exceptions:	Racing	Monday, October 14, 2024
	Non-Racing	Thursday, October 17, 2024

3. RACING PROGRAM

A. Total number of races: 123 - 182

B. Number of races for each day or night: 7-10 races weekdays / 8-12 races opening day, weekends and holidays

C. Total number of stakes races: 22

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). Purse increases: California Crown (formerly Awesome Again) now $1,000,000 ($300,000 in 2023); California Crown Eddie D now $750,000 ($200,000 in 2023); California Crown John Henry Turf Championship now $750,000 ($200,000 in 2023). Purse decreases: Rodeo Drive now $200,000 ($300,000 in 2023); Zuma Beach now $100,000 ($200,000 in 2023); Surfer Girl now $100,000 ($200,000 in 2023); Twilight Derby now $200,000 ($250,000 in 2023 -- $50k was from Breeders' Cup). Note: Awesome Again has been renamed California Crown and Chandelier has been renamed Oak Leaf.

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. The Goldikova, Senator Ken Maddy, Golden State Juvenile, and Golden State Juvenile Fillies will be run at Del Mar as part of the Breeders' Cup undercards.

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. Weekdays: Race 1 1:00; Race 2 1:30; Race 3 2:00; Race 4 2:30; Race 5 3:00; Race 6 3:30; Race 7 4:00; Race 8 4:30; Race 9 5:00; Race 10 5:30; Race 11 6:00; Race 12 6:30. Weekends: Race 1 12:30; Race 2 1:00; Race 3 1:30; Race 4 2:00; Race 5 2:30; Race 6 3:00; Race 7 3:30; Race 8 4:00; Race 9 4:30; Race 10 5:00; Race 11 5:30; Race 12 6:00

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).

Back to Top

Date	Name	Grade	Age	Sex	Distance	Surface	Purse 2024	Purse 2023	Purse 2022
9/28/2024	California Crown (BC Win & In)	1	3 & Up	Open	9F	Dirt	$1,000,000	$300,000	$300,000
9/28/2024	California Crown Eddie D	2	3 & Up	Open	*6.5F	Turf (Hillside Course)	$750,000	$200,000	$200,000
9/28/2024	California Crown John Henry Turf Championship	2	3 & Up	Open	10F	Turf	$750,000	$200,000	$200,000
9/28/2024	City of Hope Mile (BC Win & In)	2	3 & Up	Open	8F	Turf	$200,000	$200,000	$200,000
9/28/2024	Unzip Me presented by Thoroughbred Aftercare Alliance	Listed	3yo	Fillies	*6.5F	Turf (Hillside Course)	$100,000	$85,000	$75,000
9/29/2024	Santa Anita Sprint Championship prseented by Estrella Jalisco (BC Dirt Dozen)	2	3 & Up	Open	6F	Dirt	$200,000	$200,000	$200,000
9/29/2024	Zenyatta (BC Dirt Dozen)	2	3 & Up	Fillies & Mares	8.5F	Dirt	$200,000	$200,000	$200,000
10/5/2024	American Pharoah presented by DK Horse (BC Win & In)	1	2yo	Open	8.5F	Dirt	$300,000	$300,000	$300,000
10/5/2024	Oak Leaf presented by Oak Tree (BC Win & In)	2	2yo	Fillies	8.5F	Dirt	$200,000	$200,000	$200,000
10/5/2024	Rodeo Drive (BC Win & In)	2	3 & Up	Fillies & Mares	10F	Turf	$200,000	$300,000	$300,000
10/5/2024	Chillingworth	3	3 & Up	Fillies & Mares	6.5F	Dirt	$100,000	$100,000	$100,000
10/5/2024	Speakeasy	Listed	2yo	Open	5F	Turf	$100,000	$100,000	$100,000
10/6/2024	Zuma Beach	3	2yo	Open	8F	Turf	$100,000	$200,000	$200,000
10/6/2024	Surfer Girl	3	2yo	Fillies	8F	Turf	$100,000	$200,000	$200,000
10/6/2024	Tokyo City Cup	3	3 & Up	Open	12F	Dirt	$100,000	$100,000	Run in April
10/12/2024	California Distaff	CA-Bred	3 & Up	Fillies & Mares	*6.5F	Turf (Hillside Course)	$100,000	$100,000	$100,000
10/13/2024	California Flag	CA-Bred	3 & Up	Open	*6.5F	Turf (Hillside Course)	$100,000	$100,000	$100,000
10/14/2024	Swingtime		3 & Up	Fillies & Mares	8F	Turf	$80,000	$80,000	$70,000
10/19/2024	Lure		3 & Up	Open	8F	Turf	$80,000	$80,000	$70,000
10/20/2024	Anoakia		2yo	Fillies	6F	Dirt	$85,000	$85,000	$75,000
10/26/2024	Twilight Derby	2	3yo	Open	9F	Turf	$200,000	$200,000	$200,000
10/27/2024	Autumn Miss	3	3yo	Fillies	8F	Turf	$100,000	$100,000	$100,000

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: Los Angeles Turf Club II, Inc.
2. State where incorporated: California
3. Registry or file number for the corporation: 3481872
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Exhibit 4.C.4
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: 1/ST Racing LLC, 100 Shares
6. Number of outstanding shares in the corporation: 100 Shares
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Laura Proniuk, Share Register In Toronto, Canada
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.
   1/ST Racing LLC
   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: Not applicable
11. State where incorporated: Not applicable
12. Registry or file number for the corporation: Not applicable
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Not applicable
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: On file with the board
15. Number of outstanding shares in the corporation: Not applicable
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: Not applicable

D. LLC

1. Registered name of the LLC: Not applicable
2. State where articles of organization are filed:

Back to To

Exhibit 4.C.4

Craig Fravel – President (Officer), 0 Shares
Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares
Rebecca Neimark – Chief Financial Officer (Officer), 0 Shares
Eric Sindler – Secretary (Officer), 0 Shares
Scott Daruty – Senior Vice President (Director and Officer), 0 Shares

Back to Top

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: Not applicable
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Exhibit 4.G.1.
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): Eric Sindler, General Counsel, California Racing Operations / Los Angeles Turf Club II, Inc. / 285 W. Huntington Drive, Arcadia, CA 91007 / eric.sindler@stronachgroup.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: Early Pick 5, Daily Double, P(3) N(3), Coast-to-Coast, Late DD, Late Pick 3, Special Late Pick 5 (September 28, 2024)
Proposed percentage: 14%, 20%, 22%, 15%, 15%, 15%, 15 %

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
2023	$195,089,602	107,418 Excludes BC 2023
2022	$227,777,630	112,371
2021	$197,624,670	90,375
2020	$194,746,408	COVID-19: Ontrack closed
2019	$189,568,324	110,039

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

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: 5,580,495

Back to To

Exhibit 4.G.1

Aidan Butler – President of 1/ST
Craig Fravel – President and Executive Vice-Chairman, 1/ST Racing and Gaming
Nate Newby – Senior Vice President & General Manager
Scott Daruty – Senior Vice-President
Rebecca Neimark – Chief Financial Officer
Eric Sindler – Secretary and General Counsel, California Racing Operations

Jason Spetnagel – Vice President of Operations
Amy Zimmerman – Senior Vice President & Executive Producer

Andrew Arthur – Senior Director of Marketing
Mitzuh Carrillo – Health & Safety Manager
Jason Egan – Director of Racing & Racing Secretary
Eric Gaffney – Executive Director of Sales & Hospitality
Ed Martinez - Director of Facilities & Grounds
Jesse Martinez – Turf Superintendent
Dennis Moore – Track Surfaces Consultant
Robert Moore – Track Superintendent
Don Sanborn – Director of Pari-Mutuels
Stephen Scallon - Director of Security
Jeannine Scott – Senior Human Resources Generalist
Pete Siberell – Director of Community Service and Special Projects
Pamela Walden – Director of VIP and Owner Sales
Jay Cohen – Hornblower
Frank Mirahmadi – Public Address Commentator/Announcer

Exhibit 5A

SANTA ANITA PARK

July 12, 2024

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

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club II, Inc. ("LATC"), after consultation with the Thoroughbred Owners of California ("TOC'"), is hereby requesting takeout, as set forth below, to be offered during LATC's 2024 Fall Meet from September 25, 2024, through October 29, 2024.

- Rolling Doubles wagers subject to a 20% takeout.
- Players Pick-5 on the first five (5) races of the day subject to a 14% takeout.
- Pick (3) Position (3) subject to a 22% takeout.
- Coast-to-Coast Pick 5 subject to a 15% takeout.
- Late Daily Double subject to a 15% takeout.
- Late Pick 3 subject to a 15% takeout.
- On September 28, 2024:
    - Special Pick 6 (Special Two-Day All-Stakes Pick 6) subject to a 15% takeout.
    - Special Pick 5 (All-Stakes Pick 5) subject to a 15% takeout.
    - Special Pick 4 (All-Turf Stakes Pick 4) subject to a 15% takeout.
    - Special Pick 4 (Special Two-Day All-Stakes Pick 4) subject to a 15% takeout.
    - Special Pick 3 (All-California Crown Pick 3) subject to a 15% takeout.
    - Special Doubles subject to a 15% takeout.

Sincerely,

Nate Newby
Senior Vice President & General Manager

Docusign Envelope ID: CB7A3C16-00B3-46FB-A3CD-930D44E009E8

Back to Top

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

July 22, 2024

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

RE: Santa Anita 2024 Fall Race Meet – Wager Approvals

Dear Executive Director Chaney,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following pools on each racing day of its race meet beginning September 25, 2024 through October 29, 2024.

- **Rolling Doubles wagers subject to a 20% takeout**
- **Players Pick-5 on the first five (5) races of the day subject to a 14% takeout**
- **Pick 3, Position 3 – subject to a takeout rate of 22%**
- **Coast-to-Coast Pick 5 subject to a 15% takeout.**
- **Late Daily Double subject to a 15% takeout.**
- **Late Pick 3 subject to a 15% takeout.**
- **On September 28, 2024:**
  - **Special Pick 6 (Special Two-Day All-Stakes Pick 6) subject to a 15% takeout.**
  - **Special Pick 5 (All-Stakes Pick 5) subject to a 15% takeout.**
  - **Special Pick 4 (All-Turf Stakes Pick 4) subject to a 15% takeout.**
  - **Special Pick 4 (Special Two-Day All-Stakes Pick 4) subject to a 15% takeout.**
  - **Special Pick 3 (All-California Crown Pick 3) subject to a 15% takeout.**
  - **Special Doubles subject to a 15% takeout.**
-

The TOC agrees to all wagers listed above.

Please contact me directly if you have any questions.

Regards,

DocuSigned by:
William A. Nader
20CE9094162E418...

William A. Nader,
President and CEO

cc: Eric Sindler, Sherrie Thayer

Prior meet actual: 6,589,360

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: 348,781
Prior meet actual: 387,609

2. Overnight stakes:
Current meet estimate: 245,000
Prior meet actual: 328,200

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: 15,313
Prior meet actual: 19,306

3. Non-overnight stakes:
Current meet estimate: 2,400,000
Prior meet actual: 2,861,600

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 150,000
Prior meet actual: 168,329

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 8,225,495
Prior meet actual: 9,779,160

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: 8.33%
Prior meet actual: 7.0%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: .52%
Prior meet actual: .41%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 768,947
Prior meet actual: 817,006

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

Recognized Horsemen's Organization

	Current meet estimate:	Prior meet actual:
TOC (NTRA)	Click or tap here to enter text.	Click or tap here to enter text.
TOC	Click or tap here to enter text.	Click or tap here to enter text.

Back to Top

EXHIBIT 7.D

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
TOC (NTRA)	$ 8,800		$ 8,800
TOC	65,649		74,830
CTT Pension	65,649		74,830
CTT Admin.	35,214		37,415
Total	$ 175,312	Total	$ 195,875

CTT Pension			
Total:	See Exhibit 7.D	Total:	See Exhibit 7.D

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 9,169,754
Prior meet actual: 10,792,041

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 573,110
Prior meet actual: 634,826

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: 2,237,451
Prior meet actual: 2,353,753

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 139,841
Prior meet actual: 138,456

G. Purse funds to be generated from interstate handle:
Current meet estimate: 5,012,760
Prior meet actual: 5,273,325

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 313,298
Prior meet actual: 310,196

H. Bank and account number for the Paymaster of Purses' purse account: Wells Fargo, Las Vegas Branch, paid through Paymaster of Purses, Account # On file

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth Co., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 /craigmiller@verizon.net / 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: 1950

B. Minimum number of stalls believed necessary for the meeting: 1853

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1345

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Los Alamitos - 850; SLR Training Center - 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): 1950

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $15.53 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. Los Alamitos - $180 RT; SLR Training Center - $360 RT

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: There Is a rotation of private veterinarian's onsite during training hours and during racing hours.

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

Back to Top

Exhibit 9.1

Each practice has veterinarians available during training and racing; most of these have veterinarians available after training and on call for emergencies – the schedule by practice varies and would be difficult to specify.

Drs. Bohannon, Deluhery, Pattio, Perroni, Griffin, Austgen and Benson split duties but are always present for training when either the training or main tracks are open (typically 4:45 a.m. to 10:00 a.m. daily). The schedule varies monthly based upon availability and preference of each of the veterinarians. Drs. Bohannon, Deluhery, Perroni, Austgen, and Benson cover racing – usually one in the chase truck and one in the winner's circle.

Drs. Gonzalez, Perroni, Grant, and Benson work at SLR. One or more of them are available at SLR every training day throughout training hours (these change based upon ambient light but range from 6:00 a.m. to 6:30 a.m. until between 10:30 and 11:00 a.m.). Additionally, two private practices cover training hours at SLR.

It is our practice to provide the monthly schedule for each location to the CHRB's Equine Medical Director a week prior to the beginning of the month. There is no specific set schedule for the training veterinarians for the entirety of the meet.

Exhibit 9.A.1.

Veterinarian's Available for Emergency Services at Santa Anita

Veterinarian	Phone	Practice
Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Solo
Baker, Vince	714-269-1301	Baker
Bergstrom, Tom	951-522-0722	Baker
Birch, Sarah	614-783-1237	Dowd
Blue, Melinda	626-233-9922	Blue
Bohannon, Laurie	916-202-7052	LATC
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	Solo
Byrd, Wade	310-245-7000	Trackside
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Grande, Tim	626-476-8743	LATC/CHRB
Macfoos, Jesse	618-927-0908	Blue/Von Bleucher
Siem, Amy	626-249-5905	Siem
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

Veterinarian's Available for Emergency Services at SLR
(Workout and Training)

Veterinarian	Phone	Practice
Gonzalez, Denise	619-987-4979	LATC
Grant, Barry	760-585-6158	LATC
Manno, Mike	619-871-4541	Private
Pirrone, Mike	575-312-9684	LATC
Porobouvitch, Lindsey	602-290-0623	Trackside

Veterinarian's Available for Emergency Services at Los Alamitos
(Workout and Training)

Veterinarian	Phone	Practice
Bradley, Sam	714-952-1134	Equine Medical Center

Cervantes, Carlos	714-952-0031	Los Alamitos Equine Hospital
Chaparro, Cecelia	714-527-2341	Equine Sports Medicine
Hardgrove, Nicola	310-617-6727	Dr. Hardgrove
Overly, Larry (Ricky)	714-527-2341	Equine Sports Medicine
Schmidt, Stephanie	714-527-2341	Equine Sports Medicine
Troncatty, Ashley	714-527-2341	Equine Sports Medicine
Yacoub, Anita	714-527-2341	Equine Sports Medicine

Back to Top

Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	See attached wagering menu which includes bet minimums, rules, and additional wagering information.	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. Coast-to-Coast, Pick 3, Position 3 (Three by Three), Special Pick 5 (All-Stakes P5), Special Pick 4 (All-Turf Stakes P4), Special Pick 3 (All-California Crown P3), Special Doubles, Special Two-Day All-Stakes Pick 6, Special Two-Day All-Stakes Pick 4.

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout on closing day, October 27, 2024. 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. See attached wagering menu

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. Each race day from 8:30am to 10:00am

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: Keith Johnson / AmTote International / Extend to October 29, 2025

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	See attached wagering menu
Race #2	
Race #3	
Race #4	

Back to Top

SANTA ANITA PARK

June 26, 2024

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

Re: Three by Three

Dear Mr. Chaney,

This letter is in regard to Los Angeles Turf Club II Inc.'s ("LATC") "Application for License to Conduct a Horse Racing Meeting" for the time period of September 25, 2024, through October 29, 2024 (the "Race Meet Application").

As specified in the Race Meet Application, LATC wishes to use Method 6 (ARCI-004-105(T)(4)(f)) to govern the payout of our Pick (n) Position (x)—which will be a Pick (3) Position (3). The wager will be known as the "Three by Three." Like all wagers offered in California, Quick Pick will be available. The net pool will be guaranteed at $10,000.

The following are the minor shares that will be offered, as well as the share distributions for the major share, principal minor share, and additional minor shares.

- Major Share – 92.665%
- Minor Share #1 – 8 horses selected in exact position – 5.560%
- Minor Share #2 – 7 horses selected in exact position – 1.413%
- Minor Share #3 – 6 horses selected in exact position – 0.290%
- Minor Share #4 – 5 horses selected in exact position – 0.056%
- Minor Share #5 – range of 3-4 horses selected in exact position – 0.016%
- Principal Minor Share – 0%

Pursuant to ARCI-004-105(T)(2), LATC requests that the California Horse Racing Board ("CHRB") approve the following modifications to ARCI-004-105(T).

1. The winner of any share of the pool also qualifies for all additional tiers that require fewer winning selections. The following two examples illustrate the rule. Example 1: A customer correctly selects all nine (9) horses in exact position. The customer will be deemed to be holding a winning ticket for the Major Share as well as a winning ticket for each of the Minor Shares #1-5. Example 2: A customer selects six (6) horses in exact position. The customer will be deemed to be holding a winning ticket for each of the Minor Shares #3-5.

2. If there are no winning tickets for a minor share, that minor share will be combined with the major share carryover and the total carryover over will be distributed to each

Back to Top

share in the same proportion as the share distributions set forth above. We believe that ARCI-004-105(T) already allows for the minor shares that are not distributed to carryover next Three by Three and for the total amount carried over (major share and undistributed minor shares) to be distributed in the same proportion as the share distributions set forth above. However, if the CHRB disagrees, we request that for minor shares which are not distributed to be combined with the major share carryover and the total carryover over to be distributed to each share in the same proportion that the amount wagered on the Three by Three are distributed as set forth above.

3. On a mandatory payout day, any minor share that is not distributed will be added to the major share carryover and that total amount will be added to the minor share that has the greatest number of correct selections. There will be no minimum pool guarantee on closing day.

LATC requests these modifications be approved as part of its license application. Please let me know if you have any questions.

Sincerely,



Eric Sindler

Santa Anita Park Wagering Menu and Information - California Crown Day

Back to To

	1	2	3	4	5	6	7	8	9	10	11	12
W/P/S	X	X	X	X	X	X	X	X	X	X	X	X
Parlay	X	X	X	X	X	X	X	X	X	X	X	
Exacta	X	X	X	X	X	X	X	X	X	X	X	X
Trifecta	X	X	X	X	X	X	X	X	X	X	X	X
Superfecta	X	X	X	X	X	X	X	X	X	X	X	X
Pentafecta										*	*	*
DD	X	X	X	X	X	X	X	X	X	*	*	
Late DD									*	*	*	
Pick 3	X	X	X	X	X	X	X	*	*			
Late P3							*	*	*	*		
E PNP 4		X										
L PNP 4							*	*	*			
Mid PNP 4				*	*	*						
E PNP 5	X											
L PNP 5						*	*	*				
PNP 6					*	*	*					
P(3)P(3)	*	*	*	*	*	*	*	*	*	*		
Special Pick 3 (All-Turf)	*	*	*	*	*	*	*	*	*	*		
Special Weekend P5	*	*	*	*	*	*	*	*	*	*	*	
Special Pick 5 (All-Stakes)	*	*	*	*	*	*	*	*				
Special Pick 4 (All-Turf Stakes)	*	*	*	*	*	*	*	*	*			
Special Pick 3 (All-California Crown)												
Special Doubles	*	*	*	*	*	*	*	*	*	*	*	*
Special Pick 6 (Two-Day)	*	*	*	*	*	*	*	*	*	*	*	*
Special Pick 4 (Two-Day All-Stakes)	*	*	*	*	*	*	*	*	*	*	*	*

*When applicable

Rules, Takeout, Bet Minimum and Additional Information on Next Page.

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win/Place/Show	CHRB 1954	15.43%	$2 Win, Place, and Show on all eligible races.
Parlay	CHRB 1954.1	15.43%	$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	$1 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	$.10 Superfecta on all eligible races.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	$1 Super High 5 last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover.
Daily Double (DD)	CHRB 1957	20.00%	$2 Daily Double.
Late Daily Double	CHRB 1957	15.00%	$5 Daily Double on the last two races of the day.
Pick 3	CHRB 1977	23.68%	$1 Pick 3.
Late Pick 3	CHRB 1977	15.00%	$3 Pick 3 on the last three races of the day.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	[illegible] card; race 6 if 13 race card, race 7 if 14 race card; 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%	$2 Pick 6 on the last six races each day. 70% to the major pool and 30% to the minor pool.
Pick 3 Position 3 (Three by Three)	ARCI 004-105(T)(4)(f)	22.00%	$1 Pick 3 Position 3. Three designated consecutive races will be used for the Three by Three. Scratch Rule Method 1 (ARCI-004-105(T)(7)(c)(A) will be used. The winner of any share of the pool also qualifies for all additional tiers that require fewer winning selections. Minor shares which are not distributed will be added to the major share carryover and the total amount carried over (major share and undistributed minor shares) will be carried over to the next Three by Three and distributed in the same proportion as the share distributions. Major Share – 92.665%; Minor Share #1 – 8 horses selected in exact position – 5.560%; Minor Share #2 – 7 horses selected in exact position – 1.413%; Minor Share #3 – 6 horses selected in exact position – 0.290%; Minor Share #4 – 5 horses selected in exact position – 0.056%; Minor Share #5 – range of 3-4 horses selected in exact position – 0.016%; Principal Minor Share – 0%.[1]
Special Pick 3 (All-Turf P3)	CHRB 1977	15.00%	$3 Pick 3 connecting a total of 3 turf races.
Coast to Coast Pick 5 (Special Weekend P5)	CHRB 1976.9	15.00%	$1 Pick 5 connecting a total of 5 races between Santa Anita Park and Gulfstream Park; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next Coast to Coast Pick 5; Alternate runner provision. Wager only offered on Saturdays and Sundays during the meet.
Special Pick 5 (All-Stakes P5)	CHRB 1976.9	15.00%	$1 Pick 5 on 5 designated stakes races.
Special Pick 4 (All-Turf Stakes P4)	CHRB 1976.9	15.00%	$2 Pick 4 on 4 designated stakes turf races.
Special Pick 3 (All-California Crown P3)	CHRB 1977	15.00%	$3 Pick 3 on the California Crown, California Crown John Henry Turf Championship and California Crown Eddie D.[2]
Special Doubles	CHRB 1957	15.00%	$5 Double: (a) California Crown John Henry Turf Championship and California Crown Eddie D; (b) California Crown Eddie D and Santa Anita Sprint Championship on Sunday, September 29, 2024; and (c) California Crown and Zenyatta Stakes on Sunday, September 29, 2024
Special Two-Day All-Stakes Pick 6	CHRB 1976.9	15.00%	$1 Pick 6 Connecting the Unzip Me, City of Hope Mile, California Crown John Henry Turf, California Crown Eddie D, California Crown, Santa Anita Sprint Championship, and Zenyatta
Special Two-Day All-Stakes Pick 4	CHRB 1976.9	15.00%	$2 Pick 4 connecting the California Crown John Henry Turf, California Crown, Santa Anita Sprint Championship,and Zenyatta.

Wager	Rule	Takeout	Minimum Wager Amount and other Information

Back to To

[1] Please see letter date June 26, 2024 for additional information and requests.

[2] If these are the last three races of the day, only the late Pick 3 will be offered.

Santa Anita Park Wagering Menu and Information

Back to Top

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Late DD	Pick 3	Late P3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	PNP		Special Pick 3	Special Weekend P5	P(3)P(3)
1	X	X	X	X	X	X		X					X				*	*	*
2	X	X	X	X	X	X		X		X					*		*	*	*
3	X	X	X	X	X	X		X						*	*		*	*	*
4	X	X	X	X	X	X		X			*	*		*	*		*	*	*
5	X	X	X	X	X	X		*	*		*	*		*	*		*	*	*
6	X	X	X	X	X	*	*	*	*		*	*		*	*		*	*	*
7	X	*	X	X	X	*	*	*	*		*	*		*	*	*	*	*	*
8	X	*	X	X	X	*	*	*	*		*	*		*	*	*	*	*	*
9	X	*	X	X	X	*	*	*	*		*			*	*	*	*	*	*
10	X	*	X	X	X	*	*	*	*		*			*		*	*	*	*
11	X	*	X	X	X	*	*	*	*		*					*	*	*	*
12	X	*	X	X	X	*	*		*							*	*	*	*
13	X	*	X	X	X		*									*		*	
14	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, and Show on all eligible races.
Parlay	CHRB 1954.1	15.43%	$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	$1 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	$2 Daily Double.
Late Daily Double	CHRB 1957	15.00%	$5 Daily Double on the last two races of the day.
Pick 3	CHRB 1977	23.68%	$1 Pick 3.
Late Pick 3	CHRB 1977	15.00%	$3 Pick 3 on the last three races of the day.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on: race 4 if a 10 race card, race 5 if 11 race card, race 6 if 12 race card; race 6 if 13 race card, race 7 if 14 race card; 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%	$2 Pick 6 on the last six races each day. 70% to the major pool and 30% to the minor pool.
Pentafecta (Super High 5	ARCI 004-105(X)(4)	23.68%	$1 Super High 5 on the last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover.
Special Pick 3 (All-Turf P3)	CHRB 1977	23.68%	$3 Pick 3 connecting a total of 3 turf races.
Coast to Coast Pick 5 (Special Weekend P5)	CHRB 1976.9	15.00%	$1 Pick 5 connecting a total of 5 races between Santa Anita Park and Gulfstream Park; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next Coast to Coast Pick 5; Alternate runner provision. Wager only offered on Saturdays and Sundays during the meet.
Pick 3 Position 3 (Three by Three)	ARCI 004-105(T)(4)(f)	22.00%	$1 Pick 3 Position 3. Three designated consecutive races will be used for the Three by Three. Scratch Rule Method 1 (ARCI-004-105(T)(7)(c)(A) will be used. The winner of any share of the pool also qualifies for all additional tiers that require fewer winning selections. Minor shares which are not distributed will be added to the major share carryover and the total amount carried over (major share and undistributed minor shares) will be carried over to the next Three by Three and distributed in the same proportion as the share distributions. Major Share – 92.665%; Minor Share #1 – 8 horses selected in exact position – 5.560%; Minor Share #2 – 7 horses selected in exact position – 1.413%; Minor Share #3 – 6 horses selected in exact position – 0.290%; Minor Share #4 – 5 horses selected in exact position – 0.056%; Minor Share #5 – range of 3-4 horses selected in exact position – 0.016%; Principal Minor Share – 0%.[1]

[1] Please see letter date June 26, 2024 for additional information and requests.

Race #5
Race #6
Race #7
Race #8
Race #9
Race #10
Race #11
Race #12
Race #13

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. Xpressbet, Twinspires, TVG, NYRABets, Bet America, Watch & Wager, AmWest

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.

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: Exhibit 12.C/F

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Exhibit 12.D/E

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Exhibit 12.D/E

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Exhibit 12.C/F

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

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

June 26, 2024

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

RE: Santa Anita (LATC) 2024 Fall Race Meet ADW Approvals

Dear Eric,

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

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LATC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LATC shall be permitted to transmit race signal to California-licensed ADW providers TVG and wagering platform FanDuel Racing (collectively TVG), XpressBet and wagering platform 1/ST BET (collectively Xpressbet), TwinSpires and wagering platform DK Horse (collectively TwinSpires), NYRAbets and wagering platform Caesars Racebook (collectively NYRAbets), BetAmerica, Watch and Wager and AmWest to accept wagers on LATC and other Thoroughbred races during the **2024 Fall race meeting, September 25, 2024 through October 29, 2024**, as follows:

1. **California wagering on LATC races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of [redacted]% 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 [redacted]% 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 AmWest may deduct a Hub Fee of [redacted]% 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, and Watch and Wager may deduct a Hub Fee of [redacted]% 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).

Back to Top

2. **California wagering on out-of-state Thoroughbred races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of [redacted]% 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 [redacted]% 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, AmWest and Game Play and may deduct a Hub Fee of [redacted]% 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 AmWest may deduct a Hub Fee of [redacted]% 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 LATC races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than [redacted]% of gross out-of-state handle wagered by out-of-state account holders, plus a [redacted]% California Purse Fee per SB 1072.
   b. BetAmerica, Watch and Wager and AmWest shall pay a Host Fee of no less than [redacted]% of takeout (which includes a [redacted]% 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, Watch and Wager and AmWest.

The approvals granted in this letter are only applicable to websites and white labels that exist as of today's date. Any new website or white label must receive the prior authorization of the TOC before such new website or white label may commence wagering, which such authorization may be withheld in the TOC's sole discretion.

Sincerely,

William A. Nader
President & CEO

cc: Tom Varela, Scott Chaney

SOUTHERN CALIFORNIA

Exhibit 12.C/F (1/2)

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Los Alamitos Race Course
4961 Katella Ave
Los Alamitos, CA 90720

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

Tilted Kilt (mini-satellite)
1345 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

The Derby Room (mini-satellite)
3230 Hamner Ave.
Norco, CA 92860

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

Gas Lamp Tavern (mini-satellite)
868 Fifth Avenue
San Diego, CA 92101

The Derby Room at Glen Arden Club (mini-satellite)
357 Arden Ave.
Glendale, CA 91203

NORTHERN CALIFORNIA Exhibit 12.C/F (1/2)

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

~~Sonoma County Fair~~
~~1350 Bennett Valley Rd.~~
~~Santa Rosa, CA 95402~~

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

McBears
10458 San Pablo Ave
El Cerrito, CA 94530

Back to To

Santa Anita
Exhibit 12.D/E

Commingled Locations

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

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Racing & Wagering Western Australia
Suaposta (Brazil) ADW
Tabcorp (Australia)
Turkish Jockey Club
XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs
Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs,
Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres
Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

Back to Top

2024 Santa Anita Autumn Import Tracks

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

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
See Attached		

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	Full Card

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

HARNESS SIMULCAST RACES TO BE IMPORTED

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

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

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: Board of Directors, Los Angeles Turf Club II, Inc., 285 W. Huntington Drive, Arcadia, CA 91007

B. Names and addresses of the trustees or directors of the distributing agent: Eric Sindler, Los Angeles Turf Club II, Inc., 285 W. Huntington Drive, Arcadia, CA 91007

C. Dates the association will conduct races as charity racing days OR:

D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes ☒

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

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Jay Deluhery
Clerk of Scales	Kevin Colosi
Clerk of the Course	Linda Ramirez
Film Specialist	Randy Valdez
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Calvillo Jr
Patrol Judges	Karen Denovel, Randy Valdez
Placing Judges	Bob Moreno, Karen Denovel, Danielle Kasparoff
Starter	Jay Slender
Timer	Dane Nelson

B. Management officials in the racing department:

Director of Racing	Jason Egan
Racing Secretary	Jason Egan
Assistant Racing Secretary	Zachary Soto

Back to Top

Paymaster of Purses	Dan Landers, Sandy Linares
Others (identify by name and title)	James Kasparoff, Stakes Coordinator and Steve Martinelli, Racing Coordinator

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Ms. Barbara Weinstein, 9582 Hamilton Ave., Suite 265, Huntington Beach, CA 92626, 714-964-7102

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA, Bill O'Brien, Expires December 31, 2024

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. Jim Porep, Jr., Pegasus Communications, Inc. Contract through December 1, 2025.

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: Electronic timing systems on both dirt and turf courses; maintained and operated by Santa Anita personnel. Systems backed by hand timing.

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. Stephen Scallon, Director of Security

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: See Exhibit 15.B

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. Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races
   b. Number of security guards in the detention stall area during a 24-hour period: Four (4) Security Guards
   c. Describe number and location of surveillance cameras in detention stall area. Total of Sixty-Three (63) Cameras (Barns #: 117, 118, 119, 120 and 121

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: Will follow CHRB staff directives
   b. Plan for enhanced surveillance for trainers with high-test results: Contractual obligations with TOC and CHRB directives will be followed
   c. Plan for detention stalls for repeat offenders: In compliance with our Race Meet

Back to Top

	SAP Cameras - 2023			Exhibit 14.E
	Position/Location	**CAMERA**	**CCU**	**LENS**
1	**PAN - TIGHT**	Sony HXC-100	Y	Fujinon 50x
2	**PAN - WIDE**	Sony HXC-100	Y	Fujinon 50x
3	**7/8 Tower - DIRT**	Sony HXC-100	Y	Canon 55x
4	**7/8 Tower - TURF**	Sony HXC-100	Y	Canon 55x
5	**3/8 Tower - DIRT**	Sony HXC-100	Y	Canon 55x
6	**Hill - Head-on start**	Sony HXC-100	Y	Canon 22x
7	**3/8 Tower - TURF**	Sony HXC-100	Y	Canon 55x
8	**1/4 Tower**	Sony HXC-100	Y	Canon 55x (servo)
9	**Turf Hill Tower**	Sony HXC-100	Y	Canon 20x
10	**Tote Board (Reverse Finish)**	Sony HXC-100	Y	Canon 20x
11	**Tunnel Exit**	Sony HXC-100	Y	Canon 20x
12	**Walking Ring Tower**	Sony HXC-100	Y	Canon 20x
13	**Paddock - Interview**	Sony HXC-100	Y	Canon 20x
14	**Jib - Winner's Circle**	Sony HXC-100	Y	Wide-angle Canon
15	**Ground Level / Winner's Circle**	Sony HXC-100	Y	Canon 20x
16	**Paddock Set**	Sony HXC-100	Y	Canon 20x
17	**Paddock Overlook (Mez)**	Sony	Y	Zeiss 20x
18	**Saddling Barn Robo East**	Sony	Y	Zeiss 20x
19	**Saddling Barn Robo West**	Sony	Y	Zeiss 20x
20	**Saddling Barn Cable West**	Canon	N	20x
21	**Saddling Barn Cable East**	Canon	N	20x
22	**5/16 Camera**	Pelco	N	
23	**Saddling Barn Box East**	Marshall	N	
24	**Saddling Barn Box West**	Marshall	N	
25	**Workout Camera**	Marshall	N	
26	**RF Overhead Gate (Dirt)**	Marshall	N	
27	**RF Overhead Gate (Turf)**	Marshall	N	
28-37	**Gate: Stall Cameras**	Marshall	N	

Back to Top

38	**RF GATE / SERVER 1**	Panasonic	N	Canon 18x
39	**Paddock - Tree Cam**	Sony	Y	Zeiss 20x
40	**Clockers Corner**	Sony	Y	Zeiss 20x
41	**Paddock - Speaker Pole**	Sony	Y	Zeiss 20x
42	**Tunnel - POV**	Marshall	N	
43	**Shutter**	FOR-A	Y	Canon 20x
44	**Turf Chute - Tower**	Ursa	Y	Fujinon 20x - 4K
45	**Turf Chute Head-on start - PTZ**	Canon	Y	Zeiss 20x
46	**TVU ROVER / SERVER 2**	iPhone	N	
47	**HERO / SERVER 2**	iPhone	N	

Exhibit 15A

SANTA ANITA PARK
SECURITY LIVE RACING

Director of Security
Stephen Scallon

Assistant Director of Security

Office Manager
Corina Carter

FRONTSIDE SECURITY
626-574-6406

Area Managers
Robert D. Torrance
Vaughn Whalen
Keith Shishido
William Macri
Sean Carmon
Eric Campos
Todd Bostrom
Sam Ling
Juan Contreras
Robert Frutos
Ann Barrera
Jose A. Ramirez

Security Supervisors
Sgt Ben Denovel
Sgt Ollis Hartley
Sgt Mark Mattick

Uniform Security Officers
Daniel Aragon
Christian Ayala
Sergio Lozano
Nelson Cuellar
Robert Lopez
Louis Rodriguez
Kenneth Shiba
Peter Scimeca
Mark Garrett
Johnny Chavez
Lynn Rheault
Justin Esquivel
Frank Gamez
Jose Alvarez
Ruben Arias
Abel Iniguez
Alex Lauber
Mauricio Rivera

STABLE SECURITY
626-574-6469

Stable Security Supervisors
Sgt Brandon Islas
Sgt. Paul Nalbandian
Sgt. Mike Valadez

Stable Credentials
Yolidaved Garcia

Uniform Security Officers
William Griffin
Byron Carter
Carlos Rojo
Fernando Valenzuela

Stable Gateman
Frank Garcia
Mari Comsa
Al Castaneda
Raymundo Franco
Shondra Hudson
Cesar Hernandez
Clyde Higgins
Ignacio Ramirez
Joann Lopez
Brian Garcia
Alissa Mayer
Jeffrey Syverud
Eduardo Barsallo
Luis Holguin
Darlyn Jerez
Jose Banuelos

Video Surveillance
Cory Martinez
Robert J. Torrance

Back to Top

Exhibit 15.B

1 Director of Security

1 Assistant Director

1 Office Manager

3 Investigators / 9 Part-time Investigators

3 Security Sergeants

12 Security Guards / 8 Part-time Guards

3 Stable Sergeants

1 Stable Credentials Secretary

4 Stable Guards

16 Gateman

2 Video Surveillance

Exhibit 15.B.1

Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races.

Agreement with TOC and at the directives of the CHRB

d. Number of security personnel assigned to the TCO2 program: As needed per the advice of CHRB staff

C. Describe the electronic security system. The electronic security system consists of video cameras with the ablity to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approvimately 1,100 additional surveillance cameras to the backside and "gap"

D. For night racing associations: Describe emergency lighting system. Not applicable

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Symons Ambulance, Jeff Grange, 18592 Cajon Blvd., San Bernardino, CA 92407, 909-880-2979

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: Los Alamitos: Huntington Ambulance, LLC, Stacey O'Brian, PO Box 145, Sunset Beach, CA 90742, 562-904-1550 / SLR: Richard F. Roesch, Mercy Medical Transportation Inc., Escondido, CA 92027, 760-525-2688

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. Exhibit 16.C

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: See Exhibit 16.D
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): Click or tap here to enter text.

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: USC Arcadia Hospital, 300 W. Huntington Drive, Arcadia, CA 91007, 626-445-4441

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in

Exhibit 16A

We will have three ambulances with trailers. Two are trucks with trailers, one a tractor with a trailer. We have two people for the main ambulances, and one for the back up ambulance. both the ambulances are hydraulic and have the boots and braces inside

Back to Top

symbiosis
Care Reimagined.

June 17, 2024

To: Santa Anita Race Track

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symbiosis Ambulance 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,

Jeff T. Grange

Jeff T. Grange, MD
Medical Director

1801 Orange Tree Lane Suite 110 Redlands, CA 92374•
Office: (909) 880-2927* www.symbiosiscare.com

Back to Top

Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

June 13, 2024

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

Back to Top

June 14, 2024

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,

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

Back to Top

Exhibit 16.C

Description of Santa Anita First Aid Office (Live Racing)

SERVICES (Mission)

- Yearly Jockey Physicals;
- Preventive and curative medical services for jockeys;
- Urgent care facility for jockeys;
- Urgent care for patrons and Santa Anita employees.

STAFFING

- Contracted Track Physician
- Contracted Paramedics (on the track) and (2 in First Aid)
- Licensed Emergency Ambulance

EQUIPMENT

- Basic First Aid Supplies (i.e., bandages and wound care);
- Oxygen equipment;
- Backboard, cervical collars, and splints;
- Blood pressure monitoring.

AVAILABILITY

- When gates open until after last race

Exhibit 16.D

If quarter horse racing association see D.1.:

Dr. David Skinner
910 E. Adams
Orange, CA 92867

Phone: (323) 567-2425

Dr. Tri Minh Vo
6631 Beachview Drive
Huntington Beach, CA 92648

Phone: (734) 277-3087

SANTA ANITA PARK

EMERGENCY MEDICAL PROCEDURES
FOR ON-TRACK INJURY TO JOCKEYS

"FIRST RESPONSE"

- In the event of an accident, LATC Trackside Human Ambulance "Unit 41 Paramedics" which is manned by LATC-contracted Paramedics and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending Paramedics shall arrive equipped with advance cardiac life support (ACLS) and full C-spine equipment.
- An "on-site evaluation" of injuries to the jockey(s) shall be made by Unit 41 Paramedics.

↓

"ON-SITE EVALUATION"

- Based on the Paramedics "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to the hospital.
    - If on-site treatment is deemed sufficient, Unit 41 Paramedics shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
    - If off-site treatment is deemed necessary Unit 41 Paramedics will contact the Association Gate (channel 1) and have them call the 911 Arcadia Fire Department.

↓

"INJURY TREATMENT"

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical evaluation;
    - If deemed necessary the Track Physician will contact the Association Gate to call the 911 Arcadia Fire Department to transport the injured jockey(s) to the hospital.
    - Or should the Track Physician deem the rider clear to ride he may then return to the Jockeys' Room or be taken off his mounts for the remainder of the day.
    - If more than two jockeys need to be transported to the hospital, Arcadia Fire

SANTA ANITA PARK

PROCEDIMIENTO MEDICO de EMERGENCIAS PARA HERIDAS A JINETES EN LA PISTA

"PRIMEROS AUXILIOS"

- En el evento de un accidente, la ambulancia humana de LATC "41Paramedicos" es manejada por las EMT's contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder immediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (ACLS), AED, y equipo para la espina dorsal.
- Una evaluacion de las heridas al jinete seran hechas en el sitio del accidente por la 41Paramedicos.

↓

"EVALUACION EN EL SITIO DEL ACCIDENTE"

- Despues del accidente, es la decision de los paramedicos si el jinete va estar transportado al hospital o al la oficina de First Aid.
    - Si el tratamiento es suficiente en el sitio del accidente, el 41 Paramedicos transportara al jinete directamente a la oficina de First Aid donde el doctor del tracke sera el doctor.
    - Si se cree que es necesario el 41 Paramedicos se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Department de Bomberos de la Cuidad de Arcadia 911.

↓

"TRATAMIENTO DE LAS HERIDAS"

- Si el jinete herido es tratado en la oficina de First Aid, el doctor del tracke sera el doctor al no ser que el doctor del tracke entregue custodia del paciente basado en su opinion medico;
    - Si se cree necesario el doctor de tracke se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Department de Bomberos de la Cuidad de Arcadia 911.
    - Si el doctor de tracke dise que el jinete esta libre para montar or que va faltar de sus montas.
    - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al

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): Mitzuh Carrillo, Health & Safety Manager, Emily Mayorga, Assistant to the Health & Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Liberty Mutual Insurance, Policy # WA2-B7D-170912-012

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: Exhibit 17

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: $900,000
Promotional/Marketing budget for prior race meeting: $900,000

C. Number of hosts and hostesses employed for meeting: 15* Wagering Ambassadors, Customer Service Representatives at the 1/ST REWARDS, tournament hosts, Winner's Terrace Host and Group Sales Hosts. 7* Food & Beverage Hostesses. 17* Mutuel SST's. * Estimate

D. Describe facilities set aside for new fans. Customer Service & Wagering Ambassador Tents - Mainline 1, Club 1, SILKS Stand and Paddock Room. Wagering Ambassador tents are set up

Back to Top

May 22, 2024

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

RE: Los Angeles Turf Club Fire Clearance

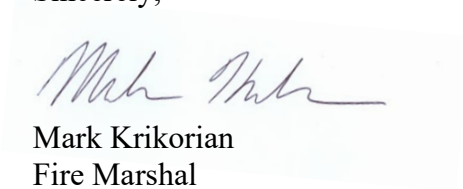
To Whom It May Concern:

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, 2024, through December 10, 2024.

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.

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

SANTA ANITA PARK

June 26, 2024

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

Re: Los Angeles Turf Club – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each meet. Los Angeles Turf Club II, Inc. ("LATC") has previously submitted to the board the Arcadia Fire Department's fire clearance letter dated May 22, 2024.

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

Please let me know if you have any questions.

Sincerely,



Nate Newby

Back to Top

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

February 26, 2024

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 Los Alamits Race Course maintains a reasonable degree of fire safety throughout the year and there are currently no open fire code violations.

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

Respectfully,

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

Back to Top

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

Monday, 29 July, 2024

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 July 29 2024

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

Back to Top

Marsh

Certificate of Insurance

No.: **2024-1-ANITA** Dated: **June 28, 2024**

This document supersedes any certificate previously issued under this number

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

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

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

Certificate Holder:	Named Insured and Address:
California Horse Racing Board **1010 Hurley Way** **Sacramento, CA 95825** **Attn.: Insurance Department**	**Los Angeles Turf Club, Incorporated** **285 West Huntington Drive** **Arcadia, CA 91007**

This certificate is issued regarding:
Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Liberty Mutual Insurance Company	TB1-B71-170912-034	Jun 30, 2024 to Jun 30, 2025	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 250,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-014	Jun 30, 2024 to Jun 30, 2025	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

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

With respect to the Commercial General Liability policy, California Horse Racing Board is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

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

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

Marsh Canada Limited
120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
Telephone: (416)-8687353
Fax: -
Certs.Stronach@marsh.com

Marsh Canada Limited

Catherine Evans

By: _____
Catherine Evans

Back to Top

Exhibit 17

HANDICAPPERS

Bob's Card Incorporated (CHRB-25A and CHRB-87 on file with CHRB.)
Jeff Bohland
5090 Montville Trail
Medina, OH 44256

Duke Racing Selections (CHRB-25A and CHRB-87 on file with CHRB.)
c/o John Acquarelli
4615 Trieste Drive
Carlsbad, CA 92008

Today's Racing Digest, Inc. (Exempt from CHRB-25A and CHRB-87)
Jason Karches
5790 Miramar Road, Suite 203
San Diego, CA 92121

near attraction strategy events that attract newcomers to encourage and offer racing information. 1/ST REWARDS Center - There is one location that is open every racing day on Mainline 1. Other "pop up" 1/ST REWARDS locations are activated for specific promotions. Information Windows - Mainline #2, Club #1, Mezzanine #2, and FrontRunner have full-service mutuel information windows that can perform most transactions for players. These windows also provide newcomer wagering assistance. On the weekends east tote also opens an additional information window for the Infield Customers. 1/ST BET and Xpressbet - Mainline #2 and Mezzanine is available for new sign-ups and account maintenance for advance deposit wagering customers. On live-money contest days, the customer service desk is the live-money contest location to sign up players and offer assistance.

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

1. Horsemen N/A
2. Fans F&B has added new Dole Soft Serve Stand, and upgraded TVs for Frontrunner bar. We've also added two new big boards in the Paddock area.
3. Facilities in the restricted areas N/A

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year. See Exhibit 19 A

Admission (general)	
Admission (clubhouse)	Click or tap here to enter text.
Reserved seating (general)	
Reserved seating (clubhouse)	Click or tap here to enter text.
Parking (general)	General Is Included with Admission
Parking (preferred)	$8
Parking (valet)	$12
Programs (on-track)	$3 on Friday/Included with Admission on weekends
(off-track)	$3

B. Describe any "Season Boxes" and "Turf Club Membership" fees. Annual Season Box 2024: Seating for Winter/Spring & Autumn Meets: Price includes CH admission - Finish Line Box: 4 Seats $4,390; 6 Seats $5,850; 8 Seats $7,560 Premium Box: 4 Seats $3,000; 6 Seats $3,750; 8 Seats $4,800

C. Describe any "package" plans, such as combined parking, admission, and program. Santa Anita has packaged $10 for General Parking, a Program and Admission. Admission & Parking Is free on Fridays.

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 40+

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

Back to Top

Exhibit 19.A

ADMISSION & RESERVED SEATS PRICING SCHEDULE*
***PRICES WILL CHANGE FOR CALIFORNIA CROWN. PRICING TBD.**

- **$10 Admission includes Program & General Parking**

Open Seating in Grandstand, Sirona's (except east end - Golden Road Pub), Paddock Room, and Seabiscuit Court.
Children 17 and under free admission with paid adult.
Free Admission & Parking on non-Holiday weekdays. Program is $3.00

- **$5 Infield Admission Infield includes a Program & General Parking**

Children 17 and under free admission with paid adult.
No 1/ST REWARDS Admission discount for the Infield.

- **$20 + TicketMaster fees per Reserved Seat includes Admission, Program, & General Parking on Saturdays, Sundays, and Holiday Mondays (online only)**

Special discounts apply for 1/ST REWARDS members (see below)
$20 per seat for walk-ups for seat reservations (does not include Admission).
$10 per seat on non-holiday weekdays. Does not include a Program.
Children 3 and over must have a reserved seat in "Reserved Seat" areas.

- **Premium Pricing for special areas and special race days.**

Special pricing for Premium Silks (Sections A, B, C, D) & Premium FrontRunner Restaurant (100's Row along the glass) seating range from $25 - $50.

- **$8 Preferred Parking // $12 Valet Parking // General Parking is included with Admission**

1/ST REWARDS MEMBERS

- $5 Admission includes Program & General Parking

- 50% off reserved seats via TicketMaster (fees apply) for 1/ST REWARDS members with a special promo code (includes Admission, Parking & Program). Restrictions apply.
$10 per seat for walk-up seat reservations if you are a 1/ST REWARDS Member (does not include Admission). Restrictions apply.
- Offer deep discounts to our databases (ie, 50% off reserved seats on non-premium days).

Customers can show their 1/ST REWARDS membership card to get a discount.

B. Describe the quarters to be used for female jockeys/drivers. Same amenities as above, but in separate quarters. Shared food and beverage area

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: 445

C. Number of restrooms available on the backstretch of the racetrack: 39 Restrooms (116 toilets, 99 lavatories, 45 urinals, 64 showers)

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 to 47

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: 5280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Santa Anita has a Dirt Track. The composition Is made up of approximately 86% Sand and 14% Silt and Clay

C. The percent of cross slope in the straightaways is: 3%
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. Inside rail of the main track has metal goosenecks with a 6 Inch aluminum rail and covering. Main track outside rail Is a 4 Inch round rail on a metal gooseneck. Turf course has metal gooseneck with a 4 Inch round rail with safety netting at zero. Duralock portable rail used at other settings. The outside turf rail Is a 2 Inch metal rail.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Dennis Moore, Consultant, Robert Moore, 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

Nate Newby	General Manager	8/1/2024
Print Name	Print Title	Date

Back to Top

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of October 26, 2017 (the "Effective Date") by and between the Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (collectively "LATC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT" and each individually a "Party" and collectively the "Parties").

Recitals

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement describe LATC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

Agreement

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

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.

2. Cost to Horsemen. The owner shall pay to LATC (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to LATC. 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 LATC. LATC 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. LATC shall initially hire one (1) furosemide veterinarian and three (3) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

Back to Top

veterinarian. If LATC 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, LATC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

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

b. The syringe used to administer the furosemide shall be placed in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify LATC and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys, and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft, and any and all other actions or inactions related to the evidence bag and/or syringe after LATC has delivered the evidence bag and syringe to the CHRB.

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

5. TOC and CTT Covenants.

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

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

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and

Back to Top

may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

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

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

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. LATC, 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 LATC, TOC, and CTT. Except for LATC, TOC, and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

Back to Top

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

Los Angeles Turf Club, Incorporated

By: _____

Name: SCOTT DARUTY

Title: VICE PRESIDENT

Los Angeles Turf Club II, Inc.

By: _____

Name: SCOTT DARUTY

Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____

Name: _____

Title: _____

California Thoroughbred Trainers, Inc.

By: _____

Name: _____

Title: _____

Back to Top

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

Los Angeles Turf Club, Incorporated	Los Angeles Turf Club II, Inc.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Thoroughbred Owners of California, Inc.	California Thoroughbred Trainers, Inc.
By:_____	By:_____
Name: Greg Avioli	Name:_____
Title: President & CEO	Title:_____

Back to Top

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

Los Angeles Turf Club, Incorporated

By:_____

Name:_____

Title:_____

Los Angeles Turf Club II, Inc.

By:_____

Name:_____

Title:_____

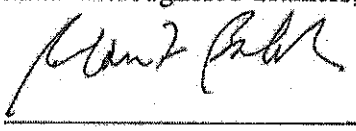
Thoroughbred Owners of California, Inc.

By:_____

Name:_____

Title:_____

California Thoroughbred Trainers, Inc.

By: 

Name: Alan F. Balch

Title: Executive Director

Exhibit A

Santa Anita Park Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

Back to Top

Exhibit A

Santa Anita Park Furosemide Protocol

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

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

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

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

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

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

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

7. The trainer of any horse to be entered in a race in a race at Santa Anita Park shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any

Back to Top

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 Santa Anita Park or have arrived at Santa Anita Park 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 LATC 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 Santa Anita Park or have not arrived at Santa Anita Park 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 Santa Anita Park 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 LATC 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 Santa Anita Park 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 Santa Anita Park, if the horse is not stabled at Santa Anita Park, LATC 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.

Back to Top

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator , furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verity that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.

   b. Only one furosemide veterinarian or technician is assigned to each horse.

   c. Furosemide ineligible horses are not assigned for furosemide treatment.

   d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

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

Back to Top

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

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

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

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

i. Catch and hold the horse.

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

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

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

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

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

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

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

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

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

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

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

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

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

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

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

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

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

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

Back to Top

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

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

Back to Top

2024 Fall

Race Meet Agreement

Between

Los Angeles Turf Club II, Inc.

and

Thoroughbred Owners
Of California

September 25, 2024

Through

October 29, 2024

TOC
Thoroughbred Owners of California
Forging the Future

Back to Top

Table of Contents

1. Race Meet 1
2. Purse Distribution 1
3. Distribution Estimated 2
4. Daily Mutuel Handle 3
5. Gross Racing Distributions 4
6. TOC and CTT Distributions 4
7. Net Racing Distributions 5
8. Racing Programs 5
9. Uniformity and Consistency 13
10. Changes to Race and Eligibility Requirements 14
11. Number of Horses in a Race 14
12. Maiden and Cal-bred Races 14
13. Stall Assignments 15
14. Holding (Transit) Barn 16
15. First Post Time 16
16. Interrupted Racing Schedules: Force Majeure 17
17. Stabling at and Vanning from Auxiliary Stabling Facilities 17
18. Accessibility to Track 17
19. Anti-Monopoly Provision 17
20. Credentials and Horsemen's Services 18
21. Training Facilities 18
22. Owners' Proprietary Rights 19
23. Race Sponsorships 20
24. Intrastate Simulcasting 20
25. Interstate Simulcasting (Export) 20
26. Interstate Simulcasting (Import) 21
27. International Simulcasting (Export) 21
28. International Simulcasting (Import) 21
29. Intrastate Advance Deposit Wagering ("ADW") 21
30. Fire and Disaster Insurance 22
31. TOC Covenants 22
32. Track Covenants 22
33. Mutuality 22
34. Default 23
35. Inconsistent Language 23
36. Notices 23
37. Reservation of Rights 24
38. Video Surveillance 24
39. TOC Signage 24
40. Daily Fantasy Sports 25
41. Historic Horse Racing 25
42. Other California Matters. 25
43. Miscellaneous 25

Exhibit A 28
Stakes Schedule 28
Exhibit B 29
Exhibit C 30
Exhibit D 31
Exhibit E 32
Exhibit F 33

Back to Top

2024 Fall Race Meet Agreement
Santa Anita & Thoroughbred Owners of California

This Agreement is entered into by and between Los Angeles Turf Club II, Inc. ("Track") and the Thoroughbred Owners of California, Inc. ("TOC") and becomes effective on September 25, 2024.

RECITALS

A. Track is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the Business and Professions Code of the State of California.

B. TOC is the duly organized owners' association recognized by the California Horse Racing Board ("CHRB") as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

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

AGREEMENT

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Track and TOC (each a "Party", and collectively, the "Parties") hereby agree as follows:

1. Race Meet. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meetings conducted by Track under license from the CHRB for the period of September 25, 2024, through October 29, 2024 (the "Term").

2. Purse Distribution.

a. Track and TOC acknowledge and agree that disbursements made by Track to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the Business and Professions Code. All moneys available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, distribution of unpaid refunds or "outs" as more fully discussed in paragraph 5(b) of this agreement and deposits by TOC and interest on the Paymaster Account, shall be held in a separate trust account pursuant to section

Back to Top

19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be commingled with monies belonging to Track. In this regard, the Track and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

b. Payment of Purses.

i. Non-Stakes Races. For all non-stakes races, Track agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and no earlier than thirty (30) days after the race in question, Track shall have the ability to deduct from the purse account the amounts distributed to the owner of the disqualified horse for the re-collection of such distributed amounts. If Track is successful in recovering the amounts distributed to the owner of the disqualified horse, such amounts shall be returned to the purse account.

ii. Stakes Races. For all stakes races, Track agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available within twenty-four (24) hours after Track has received confirmation from the testing laboratory that such owner's horse did not test positive and is not otherwise ineligible to receive purse money.

3. Distribution Estimated.

a. Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of each individual race meet which takes place during the Term, 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 any individual race meet during the Term, Track shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law then, (i) if the Track has made excess payments, (A) up to fifty percent (50%) of such excess payments made by Track may be deducted from purses during race meetings conducted at Santa Anita Park in each of the two succeeding years (the "Next Meet") and (B) after the amount as provided for in subsection (A) above has been deducted from purses from the Next Meet, Track shall also be able to deduct from the Next Meet's purses an amount equal to the amount of interest that would accrue at the annual rate of five percent (5%) of the overpayment, commencing at the conclusion of the Term, until the commencement of the Next Meet; and (ii) if the Track has made insufficient payments, then all such deficiency shall be carried over by Track to be used as purses as mutually agreed upon by TOC and Track. Any deficiency required to be distributed shall be distributed together

Back to Top

with interest at the rate of five percent (5%) calculated from the conclusion of the Term, not more than the thirtieth (30th) day after the Term.

b. The amount carried over for purses, if any, to the Next Meet to be run by Track shall accrue interest at the rate of five percent (5%) annually, commencing at the conclusion of the meet that generated the underpayment, to the Next Meet. Investments made under either this subsection or pursuant to 3(a)(i)(B) will be in accordance with Track's investment policy, a copy of which will be provided to TOC, at its request.

c. Representatives of Track and TOC shall consult with each other during each individual race meet of the Term for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Section 2 of this Agreement. Track shall provide to TOC prior to each individual race meet which takes place during the Term and on a weekly basis during such individual race meet, for TOC's information, Track's projections (and supporting documents) of estimated purses for such individual race meet. In addition, Track shall provide to TOC on a weekly basis with a calculation of the total purses generated in the previous week of live racing and the aggregate overpayment or underpayment of the purse account factoring in the previous week's results.

4. Daily Mutuel Handle.

a. Track and TOC agree to continue, in good faith, the purse reconciliation process and once complete, the overpayment or underpayment, as the case may be, will inserted as Exhibit D, and that Exhibit D sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit D 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 D, 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.

b. Notwithstanding anything to the contrary provided in Section 8, if it appears to Track and TOC at any time during an individual race meet which takes place during the Term that the average daily purse generated will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. TOC's approval for a request to increase purses for stakes shall not be unreasonably withheld.

c. Unless otherwise agreed by TOC, any increase or decrease in overnight purses during an individual race meet which takes place during the Term 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 (10) percent, then the purse for each type and condition

Back to Top

of overnight race shall be decreased or increased by ten (10) percent, as the case may be, subject to such "rounding" as may be agreed upon by Track and TOC.

d. Given the unique circumstances facing the Southern California racing industry at present with total horses in training below 2700, in order to attempt to prevent either the accrual during the Meet of a multi-million overpayment or a mid-Meet purse reduction, Track will consult with the TOC on a weekly basis regarding the amount of purse money paid out and the amount of purse money generated during the meet to-date to in the context of establishing future weeks' racing calendars and purse structure.

e. Track shall instruct CHRIMS to give TOC's designated representative, Joe Hasson, continuous access to Track's information that it has historically received. Additionally, Track shall provide TOC with a weekly purse report including calculation of purse revenues generated in such week and purses paid by race day and individual race. Track and TOC shall review the amount of purses generated and the amount of purses paid at the end of each individual meet which occurs during the Term with the understanding that any errors discovered that result in either an overpayment or underpayment will be addressed by the parties in the establishment of purse levels for the next meet at Santa Anita Park as mutually agreed upon by TOC and Track.

5. Gross Racing Distributions.

a. Whenever the term "Gross Racing Distribution" is used herein, it shall mean and refer to those portions of the funds handled in Track's pari-mutuel pools which Track is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California Business and Professions Code, including but not limited to, §§19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, 19613 and 19616 reduced by the amount of overpayment of purses, if any.

b. The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from Track's previous year's meet as provided in Section 19601(d) of the California Business and Professions Code and shall also include repayments to the purse account from the previous year of all amounts due under 19604(f) of the California Business and Professions Code.

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

6. TOC and CTT Distributions.

a. Track shall pay to TOC and California Thoroughbred Trainers, Inc. ("CTT") during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) of the amount available to

Back to Top

thoroughbred horses for purses to TOC and a total of one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision shall be referred to collectively, as "TOC and CTT Distributions."

b. The sums payable under this Section shall be paid on Wednesday of each week during the Term; the final payments shall be made on or before 10 calendar days following the close of each of the individual race meets which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of five percent (5%) per annum until such payment is made.

7. Net Racing Distributions.

a. Whenever the term "Net Racing Distribution" is used herein, it shall mean and refer to the balance of funds constituting Gross Racing Distribution less: TOC and CTT Distributions paid pursuant to Section 19613(b) of the California Business and Professions Code.

For purposes of clarity, the projected calculation purse earnings for the Meet ("Summary of Estimated Purses") are attached at Exhibit D.

b. Intentionally Omitted.

8. Racing Programs.

a. Stakes Programs.

i. General.

A. From the total purse distribution available for each individual race meet which occurs during the Term, not more than the amount indicated on Exhibit A (Stakes Schedule) shall be paid as stakes, unless otherwise agreed upon by Track and TOC, which consent shall not be unreasonably withheld.

B. 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 moneys. Should Track desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, Track shall obtain the prior approval of TOC for such a purse increase, which such approval shall not be unreasonably withheld. Track shall not split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

C. Unless expressly agreed otherwise by TOC, Track shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes event, meet the minimum requirements set by the International Cataloging Standards Committee

Back to Top

("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC.

D. Track shall not cancel any stakes race, unless otherwise provided for in the Agreement, without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld; provided, however, that Track shall have the right, without TOC's approval, to cancel any stakes race which received less than five (5) entries.

ii. Guaranteed Stakes.

A. All races with purses of $100,000 or more, excluding invitationals, shall be guaranteed. All overnight stakes with purses of less than $100,000 shall be run as added money events.

B. If the amount of horsemen's money available for purses for guaranteed races, together with all fees contributed by owners, including, but not limited to, nomination, sustaining, starting, entry, and supplemental fees bring the total amount over the amount of purses scheduled for guaranteed races, then and in that event the excess shall be used for overnight purses.

C. 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.

D. The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees, and supplemental fees previously announced for the above-referenced stakes races, shall not be reduced during the course of an individual race meet which takes place during the Term. Each guaranteed stakes race to be run during the Term shall require total fees of at least one percent (1%) for each starter ("Stakes Fees"). Starters entered in Breeders Cup supplemented stakes races that are not eligible for the Breeders Cup purse supplement shall pay fees in a percentage equal to that paid by Breeders Cup eligible starters only on that portion of the purse for which they are actually competing.

E. For all stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race. For the purposes of this provision, surveillance shall consist of, but is not limited to: I) licensed security personnel, with such number of personnel to be determined on a race-by-race basis, that observe the horses and who are equipped with a video camera, communications device, and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, Track, trainer, or owner and II) at least one personnel in the video surveillance room who will monitor each horse (each horse shall have its own video feed and a dedicated portion of the screen that covers only that horse). Track and

Back to Top

TOC agree that this policy may be revisited and modified at any time during the Term, provided Track and TOC mutually agree.

b. Overnight Program.

i. Track is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, which consent shall not be unreasonably withheld, and, unless otherwise expressly approved by TOC, purse moneys offered and paid shall not deviate from that authorized pursuant to the approved purse schedule, but will not be deemed a part of the total stakes purses. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, and/or starting fee.

ii. Without prior consultation and written approval of TOC, Track shall not schedule nor use any purse moneys for the purpose of conducting an "exhibition" or "match" type races, or any type of racing other than thoroughbred racing as provided for herein during any individual race meet which occurs during the Term. Notwithstanding the foregoing, Track may conduct six (6) Arabian races during the Term so long as: A) no Thoroughbred purse money is used in such races, B) such races will not replace a Thoroughbred race otherwise scheduled to be run, and C) all purse generation during the Term from the Arabian races will accrue to the TOC.

iii. Purses paid for overnight races during each individual race meet which occurs during the Term shall be in accordance with the schedule attached hereto as Exhibit B. Track agrees not to change the purses provided in Exhibit B without first obtaining the written consent of TOC, which consent shall not be unreasonably withheld.

iv. During the Term, Track and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows:

A. The minimum claiming price, other than maidens, will be $6,250;

B. The minimum purse, for all races other than maiden races shall be the rate as set forth on Exhibit B;

C. The minimum claiming price for maidens will be $12,500;

D. The minimum purse for maiden races shall be the rate as set forth on Exhibit B;

E. Purses for straight maiden races shall be the rate as set forth on Exhibit B;

Back to Top

F. Purses paid for three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

G. 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;

H. Minimum qualifying level for purposes of the Cal-bred Race Fund Incentives shall be $40,000 Claiming;

I. Excluding those offered on any "Supercharged Race Days," overnight purses per race shall not exceed the amount as set forth on Exhibit B (Track must receive the approval of the TOC it increase purses on Supercharged Races Days, which consent shall not be unreasonably withheld); Overnight stakes purses shall have the minimum as set forth on Exhibit B and meet the requirements for international cataloging standards for North American Black Type Designation;

J. Winning Purse Distributions.

I. Purses for all races with a purse greater than $30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

(1) Sixty percent (60%) for first;

(2) Twenty (20%) for second;

(3) Twelve (12%) for third;

(4) Six (6%) for fourth; and,

(5) Two (2%) for fifth.

II. Purses for all races with a purse less than or equal to $30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

(1) Fifty-Five percent (55%) for first;

(2) Twenty (20%) for second;

(3) Twelve (12%) for third;

(4) Eight (8%) for fourth; and

(5) Five (5%) for fifth.

Back to Top

K. A "Participation Purse" in the amount of $500, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards. Horses racing in a Breeders' Cup race are excluded from the Participation Purse.

L. Track shall be permitted to schedule the types and conditions of races (e.g. 5f on the turf for 3 and up, N1X) in its sole discretion; however, the purses for the condition (e.g. N1X) of such race shall not differ from the overnight purse schedule attached as Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

M. Track agrees that entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run unless the TOC consents otherwise, which consent shall not be unreasonably withheld.

N. 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 eight (8) separate wagering interests in the race;

O. Track agrees to use the "date" system for purposes of determining which horses have priority when entering races, unless the Racing Secretary and TOC mutually agree otherwise.

c. Purses Generated from Interest on Paymaster of Purses Account.

i. TOC and Track agree to meet at least 30 days prior to the commencement of each individual race meet which occurs during the Term to discuss the amount of projected interest earned on the Paymaster of Purses Account and to discuss further how the TOC's share of such interest should be utilized, i.e., the amount of purses and for what kind of race.

ii. Track will provide to TOC at no cost to TOC, within thirty (30) days following each individual race meet which occurs during the Term, a complete written account of all Paymaster earnings during each individual race meet that takes place during the Term and the amount of Special Purses actually paid.

iii. The interest earned on the Paymaster of Purses Account which was not used for Special Purses during any individual race meet during the Term shall be held by TOC in an interest-bearing account until Track's Next Meet and then used for purses during the Track's Next Meet.

Back to Top

d. California-Bred Incentive Program and Allowance Purse Increase.

i. Unless subsequently and otherwise agreed to in writing by the Parties, an amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by Track from purse funds as an owner premium to the owner of a registered California-bred Thoroughbred horse which finishes first through fifth. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race, and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

ii. In the event overnight purses are increased in accordance with Section 4 of this Agreement, retroactive increases in the Cal-Bred incentive and allowance purse increase programs described in this Section will be made unless otherwise specifically agreed to by Track and TOC.

e. Other Conditions. During the Term, Track and TOC agree that the following terms and conditions shall apply:

i. Track may schedule six (6) Arabian races during the Term so long as Track complies with the conditions for such Arabian races as set forth in subsection (b)(ii) above. Otherwise, Track will not schedule equine racing other than only thoroughbred racing during the Term;

ii. Track agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing during the Term. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;

iii. The workout criteria that will be in effect during the Term are those criteria as listed in the first Condition Book, a copy of which is attached as Exhibit C.

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian

Back to Top

authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Intentionally Omitted.

vi. Track agrees to use an also eligible list containing up to four (4) horses, however, in no event will the number of horses drawn for a race including also eligibles exceed eighteen (18). Horses may remain on "Also Eligible List" after scratch time, but will be removed by Stewards at a time agreed upon by both Track and Stewards.

vii. A horse that won its first condition in a race conducted at Golden Gate Fields (and has subsequently not won any other condition) is still eligible for its first condition in an allowance race at Track. Once a horse has won the first two condition allowance races (race at Golden Gate Fields and race at Track), then the Golden Gate Fields win will be disregarded in future races for eligibility purposes only. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price.

viii. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

ix. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

x. If and when allowed by government regulations, Track shall provide two free clubhouse admissions to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

xi. If and when allowed by government regulations: Track agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing. The owner or owners of a horse competing in a stakes race, other than a Graded Stakes, shall be the guest of the racetrack in the clubhouse, 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. Unless otherwise approved in advance by TOC, with regard to the running of a Graded Stakes, the owner or owners of a horse competing in that race shall be

Back to Top

the guest of the racetrack in the clubhouse, and will be provided complimentary meals and beverages, up to a maximum of four (4) individuals per horse competing;

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

xiii. During the Term, within 48 hours of receipt of a written request from TOC, Track agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably necessary to respond to TOC's request.

xiv. Track agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any reasonable veterinary fees and/or any reasonable transportation costs incurred as a result of being entered to run in any race cancelled by Track. Said reimbursement is intended to apply to situations in which the Track has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in Section 16, or as a result of the intervening unforeseen acts of independent third-parties, or with the written consent of TOC. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

xv. TOC understands and agrees that the Track has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Term. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a Track owned facility or competing in a race run at a Track owned facility, who directly or indirectly participates in the transport of a horse from a Track owned facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at Track, or other off-track stabling facility over which Track exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from a Track owned facility where the ultimate intended result is the horse's slaughter.

xvi. 1. Post Time Self Insurance Group ("Post Time") provides workers' compensation insurance for certain California jockeys as required by California Horse Racing Law. Post Time has advised the TOC that it is necessary to make a Per-Start Fee Deduction in the amount of $158 during 2024 (the "Per Start Fee Deduction") from the account of each owner of a horse that is trained by a trainer who utilizes Post Time to provide the appropriate workers' compensation insurance coverage for their jockeys. Accordingly, TOC

Back to Top

hereby authorizes and directs Track's Paymaster of Purses to make the Per-Start Fee Deduction in the amount of $158 from the paymaster account of each owner whose horse is trained by a Post Time member, unless that Owner has elected the opt-out right to not have the Per-Start Fee Deduction taken from such Owner's purse account (which opt-out election shall be made in accordance the policies and procedures from time to time adopted by Post Time). With respect to the Per-Start Fee Deduction amounts to be made in accordance with this paragraph, the Track's Paymaster of Purses may only pay such Per-Start Fee Deduction upon receipt from Post Time of a detailed invoice listing each deduction by race track, race date, race number, horse name, trainer name and owner name, together with a written certification from Post Time that the trainer, acting as the owner's agent, has provided consent or authorization to Post Time for the Per-Start Fee Deduction.

9. Uniformity and Consistency.

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

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

c. Track agrees that its Racing Secretary will inform the TOC, with at least forty-eight (48) hours' notice, of when it will hold its final proof meeting to discuss the Condition Book prior to the Condition Book being sent to the printer so that the TOC can discuss in good faith any comments, questions, or proposed changes the TOC may have regarding the proposed Condition Book and so that any such agreed upon changes can be made before the Condition Book is finalized and sent to the printer.

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

e. Track agrees to use its commercially reasonable efforts to make its first Condition Book for each individual race meet during the Term available to horsemen at least 10 days prior to opening day.

Back to Top

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

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

h. Track agrees that, in the event Track enters into an agreement to conduct a promotion that affects takeout or a rebate/bonus to the public, Track will first consult with TOC and provide the details regarding said promotion. In the event that any such promotion that affects takeout or a rebate/bonus to the public has an effect on the amount of purses TOC receives, Track shall, solely to the extent of the impact on purses, obtain the TOC's prior written consent to offer such promotion that affects takeout or a rebate/bonus to the public.

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

a. When six (6) horses are entered in an allowance or overnight stakes race with six (6) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB approved auxiliary stabling facilities located 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 with at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB-approved auxiliary stabling facilities located in Southern California, such race shall be considered filled and shall run.

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

12. Maiden and Cal-bred Races.

Back to Top

a. Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at each individual race meet which takes place during the Term, and are ready to participate in such scheduled races, Track will run an average of not less than 2.5 maiden races per day during such race meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

b. It is also understood and agreed that Track will use its commercially reasonable efforts to provide an average of one (1) race each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the CHRB Rules and Regulations. In the event a Cal-Bred race does not fill and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

c. A Cal-Bred race shall not be opened up in the event there is a minimum of six (6) betting interests entered by 9:00 a.m. as Cal-Bred horses provided that such horses are stabled on the grounds of Santa Anita, or another CHRB-approved auxiliary facilities located in Southern California.

d. The provisions of Section 11 relating to listing the names of the horses that did enter shall also apply.

13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide a minimum of 1,900 stalls 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 of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by Track. If any owner asserts that the Stall Committee of Track shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to Track.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which stalls have been approved by Track's Racing Secretary. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to Track's needs for access to such stalls for repairs, maintenance, and construction.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, taking into consideration the character of each individual race meet

Back to Top

which takes place during the Term and the horses and trainers suitable for the holding of such race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning cost subsidies. In furtherance of the foregoing, Track agrees to meet monthly with TOC to share and review workout and start data on all horses stabled at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets and to discuss the appropriate policies to implement for trainers of horses who do not start their horses on average a reasonable number of times per year in California factoring the cost to Track and TOC of providing such stabling. Track and TOC have agreed to reduce the number of days of training available at approved auxiliary facilities from seven (7) days to six (6) days.

d. At the start of its live race meet, Track shall not allocate more than forty (40) stalls to any one trainer in the aggregate at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, Track may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer, upon written notice to TOC. 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.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track and training 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 2024 Southern California Stabling and Vanning Agreement which was entered into by and between TOC and Track, among other parties ("Stabling Agreement").

f. Track agrees that the main track and training 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.

g. Track agrees that it will keep the main track and training track in a safe condition during each individual race meet during the Term and while the main track and training track are open for training preceding and following such race meet.

14. Holding (Transit) Barn. Track agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run during the Term.

15. First Post Time. All Post times for each individual meet which occurs during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any

Back to Top

changes requested in Post time following the opening of any individual meet which occurs during the Term must be submitted concurrently to CHRB and TOC.

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

17. Stabling at and Vanning from Auxiliary Stabling Facilities.

a. Track shall, at least sixty (60) days prior to the opening of each individual race meet during the Term, notify the CHRB and TOC of the CHRB-approved auxiliary stabling facilities that 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 so long as each facility is recognized as an approved year-round 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 each individual race meet which takes place during the Term.

c. TOC and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in §§19535(b) and 19605.7(d) of the Business and Professions Code. TOC and Track further agree to support the use of the structured vanning system as outlined in the current agreement between Southern California Stabling & Vanning Committee and K.C. Horse Transport, Inc.

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

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

19. Anti-Monopoly Provision.

a. Track acknowledges TOC's interest in assuring that horsemen will, during the Term, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, unless Track and TOC agree to produce a co-op to

Back to Top

reduce the cost of horsemen supplies, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements. Horsemen independently arranging for such supplies, services, utilities, transportation, hot walkers, and other facilities must strictly comply with liability protections, insurance, and safety standards required by Track of all third-party vendors.

b. TOC acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. According, TOC agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen. Track agrees to provide TOC written notice at least 24 hours before a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property unless circumstances arise which make it not feasible for Track to provide such notice to TOC.

20. Credentials and Horsemen's Services.

a. Track agrees to provide owner 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 any individual race meet during the Term.

b. Track further agrees to issue to all TOC Board members and its President, and authorized TOC personnel, North and South, VIP or "officials" credentials for each individual race meet during the Term, including but not limited to, an "official's" pin and clubhouse, or equivalent guest pass.

21. Training Facilities.

a. At all times during the Term when Track is scheduled to be open for training, Track will cause the main track to be open at 4:45 A.M. and to remain open until 10:00 A.M. every day of the week, unless otherwise agreed upon following consultation between Track and TOC.

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

c. Track agrees, on each day horses are stabled at Track to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable

Back to Top

ambulance on the premises during training and racing hours for persons injured on the main track, grass course, or training track, or the entrance area to or from the main track, grass 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. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

d. Track agrees, while horses are stabled at Track during the Term, to have a manned, operating starting gate for training on the main track at least six days a week.

22. Owners' Proprietary Rights.

a. Track agrees that it will not utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing, simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a horse, absent the consent of the individual owner or owners of said horse. Track agrees it will reasonably compensate said owner or owners for the use of such name, image, or likeness.

b. Track acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the CHRB's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, Track agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law. Track shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast, or re-broadcast thoroughbred races conducted at Track without TOC's advanced written consent, including without limitation any extension, amendment, or other modification to the existing agreement that has been entered into by Track or its affiliated or parent companies that is set to expire in 2021.

c. TOC, on behalf of all owners participating during the Term, consents to Track's use of the collective image for purposes of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring during the Term. TOC consents to Track's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or the Federal Interstate Horseracing Act, excepting races sold by Track to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which Track receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. Track agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the Parties are unable to amicably resolve either the issue

of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration.

d. TOC, on behalf of all owners participating during the Term, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for Track to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcasting locations.

23. Race Sponsorships.

a. In the event that Track enters into a sponsorship agreement where the only term of the sponsorship agreement is that in consideration for cash the sponsor shall be the named or presenting sponsor of a race, Track and TOC shall use good faith efforts to come to a mutually agreeable allocation of the proceeds. Without limiting the foregoing, and by way of clarification, the foregoing shall not apply to any sponsorship or other business deal entered into by Track whereby other elements are included in the sponsorship agreement (or other business deal) in addition to the race naming rights, e.g., marketing, hospitality, banners, advertisements, joint promotions, giveaways, activations, etc.

b. If the TOC would like to sell a race sponsorship and has a prospective race sponsor, the TOC shall meet with Track to outline the terms of the prospective sponsorship, and TOC and Track shall use good faith efforts to come to a mutually agreeable arrangement for the sale of the sponsorship and the allocation of the proceeds.

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

25. Interstate Simulcasting (Export).

a. TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively "Simulcast Locations"). Additionally, after the start of an individual race meet, Track may request TOC's consent for additional Simulcast Locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d).

b. Track and TOC acknowledge that Track enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to Track by the interstate simulcast locations. TOC believes that owners are entitled

Back to Top

to share fifty percent (50%) of all net decoder revenue received by the Track to be used for purses and retroactive payment of purses. Track believes that owners are not entitled to share net decoder revenues received by Track. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

26. Interstate Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-state locations. The Parties agree that any and all such imported interstate simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior notification of the terms of any oral or written agreements and copies of written agreements with out-of-state locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provision of the California Business and Professions Code.

27. International Simulcasting (Export).

a. Prior to each individual race meet which occurs during the Term, Track will request the consent of TOC to simulcast its races to international locations. Additionally, after the start of an individual race meet, Track may request TOC's consent for additional locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d) herein.

b. With respect to the export of simulcast races internationally which are not commingled into Track's pools, the compensation paid shall be equally divided between commissions for and purses at Track.

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

29. Intrastate Advance Deposit Wagering ("ADW"). Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which

takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

30. Fire and Disaster Insurance.

a. The fire and disaster insurance policy is attached as Exhibit 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.

b. Other than Track's obligation set forth in subsection (a) above, if any, Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the TOC. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the TOC which are stabled or located at Track, Golden Gate Fields, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Downs, and such policy has a yearly premium of $100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). If an insurance policy is acquired pursuant to this subsection, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

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

32. Track Covenants. During the Term and as long as TOC is not in violation of the terms of this Agreement or of applicable law, Track shall recognize TOC as the official organization representing owners and shall not file or participate in any action, claim, or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will Track engage in a lockout of TOC members.

33. Mutuality.

Back to Top

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

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

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

d. If, after the execution of this Agreement, and after reasonable and good faith efforts to negotiate settlements of differences in opinion between TOC and Track, such settlements are not achieved, either TOC or Track may cause both Parties to present the matter for hearing before the CHRB as provided in Section 19613.1(c) of the California Horse Racing Law. The matter may be settled by a hearing before the CHRB or Hearing Officer appointed by the CHRB and whom shall be mutually agreed upon by TOC and Track. The decision of the CHRB or Hearing Officer, as the case may be, shall be binding on Track and TOC unless it is in contravention of applicable Federal and State law, in which case the decision may be appealed pursuant to applicable Federal and State law.

34. Default. The respective covenants herein contained are concurrent, and no covenant shall be enforced by either Party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the matter may be submitted by either Track or TOC for a hearing before the CHRB as provided in Section 33(d).

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

36. Notices. Notices required to be given under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows, or by email.

If to Track: Craig Fravel

Back to Top

Santa Anita Park
285 W. Huntington Drive
Arcadia, CA 91007
Craig.Fravel@stronachgroup.com

With a copy to:

Eric Sindler
Santa Anita Park
285 W. Huntington Drive
Arcadia, CA 91007
Eric.Sindler@monarchmgmt.com

If to TOC:

Bill Nader
CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007
bnader@toconline.com

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

38. Video Surveillance. TOC acknowledges that the restricted areas of Santa Anita Park, including, without limitation, the area commonly referred to as the "backside," which includes, without limitation, the barns, shed rows, feed sheds, tack rooms, stalls, stakes barn, and receiving barn is under continuous recorded video surveillance. TOC consents to such continuous recorded video surveillance. TOC hereby acknowledges that with respect to the continuous recorded video surveillance within the restricted areas of Santa Anita Park its horsemen have no expectation of privacy except in bathrooms and living quarters. TOC further acknowledges that Track will make copies of the footage available to the CHRB, all law enforcement agencies, and certain other parties upon reasonable request from the CHRB, such law enforcement agencies or such certain other parties. Additionally, TOC acknowledges that Track shall make copies of the footage available pursuant to the terms of a valid subpoena or order issued by a court of competent jurisdiction or by a governmental body. Tampering with the video surveillance equipment is prohibited may result in a fine and/or expulsion from Santa Anita Park.

39. TOC Signage. Track shall place a TOC sign in a prominent location mutually agreed upon by the Parties on the rail of the main track. Additionally, Track shall place a TOC sign in a mutually agreed upon location adjacent to the winner's circle.

Back to Top

40. Daily Fantasy Sports. Track and TOC acknowledge a dispute between themselves regarding the necessity of Track sharing revenues with horsemen from daily fantasy sports contests ("DFS") conducted by Track at Santa Anita Park. TOC contends that DFS is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track contends that there is no current requirement for Track to share revenues from DFS activities with TOC. In an effort to resolve this dispute, and without in any way waiving any of the above stated positions , Track and TOC agree to engage in good faith negotiations regarding Track sharing with TOC a portion of profits derived by Track from DFS activities conducted by Track at Santa Anita Park during the Term.

41. Historic Horse Racing. Track shall not implement Historic Horse Racing at Track or Online without first obtaining the consent of the TOC and the CHRB.

42. Other California Matters.

a. Inclement Weather Policy. The Inclement Weather Policy that set forth in Exhibit E.

b. Race Day Medication. The Race Day Medication Agreement is set forth in Exhibit E.

43. Miscellaneous.

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

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

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

Back to Top

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

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

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

g. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the CHRB).

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

[Signatures follow]

Back to Top

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

Los Angeles Turf Club II, Inc.	Thoroughbred Owners of California
By: _____	By: William Nader
Name: Nate Newby	Name: WILLIAM NADER
Title: General Manager	Title: CEO, PRESIDENT

Back to Top

Exhibit A

Stakes Schedule

Exhibit B

Overnight Purse Schedule

Back to Top

Exhibit C

Workout Criteria – See Attached

Exhibit D

Average Daily Purse Projection and Current Over/Under Payment

Back to Top

Exhibit E

Inclement Weather Policy

See attached.

Race Day Medication Agreement

See attached.

Back to Top

Exhibit F

Fire and Disaster Policy

Attached

Back to Top



Race Meet Agreement

Fall 2024

Between

Los Angeles Turf Club II, Inc.

And

California Thoroughbred Trainers

September 25, 2024 – October 29, 2024

Table of Contents

1. Term 1
2. Intentionally Omitted 1
3. CTT Distributions 1
4. Intentionally Omitted 2
5. Stall Applications 2
6. Stall Assignments 2
7. House Rules 3
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 5
13. Accessibility to Track 6
14. Anti-Monopoly Provision 6
15. Credentials 7
16. Training/Stabling/Employee Housing Facilities 7
17. Track Safety 8
18. Signage & Trainer's Proprietary Rights 9
19. Fire and Disaster Insurance 9
20. CTT Covenants 10
21. Track Covenants 10
22. Mutuality 10
23. Default 11
24. Inconsistent Language 11
25. Notice 11
26. Additional Terms 11

Exhibit A 15
Exhibit B 26
Exhibit C 28

Back to Top

2024 Fall Race Meet Agreement
Santa Anita Park & California Thoroughbred Trainers

This Agreement is entered into by and between Los Angeles Turf Club, Incorporated ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on September 25, 2024.

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 September 25, 2024, through October 29, 2024 (the "Term").

2. Intentionally Omitted.

3. CTT Distributions.

Back to Top

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 for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to 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

Back to Top

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) 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 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 and training 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").

f. Track agrees that the main track and training 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.

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

Back to Top

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.

Back to Top

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

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

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

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

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

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

9. Holding (Transit) Barn. Track agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run during the Term.

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

11. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities.

Back to Top

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 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

Back to Top

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.

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 Term which Track is scheduled to be open for training, Track will cause the main track to be open for training at 4:45 a.m. and to remain open for training until 10:00 a.m. every day of the 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, grass course, or training track, or the entrance area to or from the main track, grass 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 to have a manned, operating starting gate for training on the main track.

Back to Top

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 grass course during the Term and while the main track, training track, and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, training track, grass 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

Back to Top

other entity. 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, grass course, or training track must be licensed by the CHRB before said individual enters the main track, grass 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 Los Angeles Turf Club, Incorporated, Los Angeles Turf Club II, Inc., Santa Anita Land Holdings LLC, The Stronach Group, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs, and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track, grass 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

Back to Top

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:	Nate Newby Santa Anita Park 285 W. Huntington Drive Arcadia, CA 91007 Nate.Newby@santaanita.com
With a copy to:	Eric Sindler Santa Anita Park 285 W. Huntington Drive Arcadia, CA 91007 Eric.Sindler@monarchmgmt.com
If to CTT:	Alan F. Balch Executive Director California Thoroughbred Trainers P.O. Box 660039 Arcadia, CA 91006-0039 afbalch@gmail.com

26. Additional Terms.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the Parties hereto. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either

Back to Top

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

Back to Top

the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement. Subject to and without in any way limiting the foregoing, a trainer duly licensed by the California Horse Racing Board who is subject to an Adverse Action (as defined in Section 8 hereof) shall be entitled to pursue the process set forth in Exhibit C of this Agreement provided that such trainer has fully executed and delivered to Track the Track's Stall Application in the form as shown in Exhibit B hereto prior to any such Adverse Action having been taken. In order to avoid any doubt, allowing a third party to bring its own breach of contract action against a contracting party, or to rely upon any of the provisions of this Agreement, other than to enforce an indemnification provision set forth in this Agreement or as set forth in the preceding sentence, would be inconsistent with the objectives of the contract and the reasonable expectations of the contracting parties.

[Signatures follow]

Back to Top

The Parties have executed this Agreement effective as of September 25, 2024.

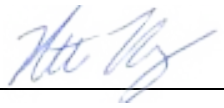
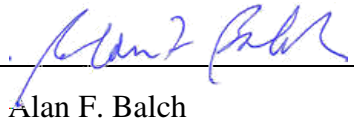
Los Angeles Turf Club II, Inc.	California Thoroughbred Trainers, Inc.
By: 	By: 
Name: Nate Newby	Name: Alan F. Balch
Title: General Manager	Title: Executive Director
Date: August 8, 2024	Date: August 8, 2024

Exhibit A

Santa Anita Park
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 Los Angeles Turf Club II, Inc. ("LATC") to race and stable horses at Santa Anita Park during the 2024 Autumn Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. LATC 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, LATC 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 LATC 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 Santa Anita Park 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 Santa Anita Park, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Santa Anita Park, or any approved auxiliary training facility, within three (3) days after being requested by LATC to do so; provided, however, that LATC'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 LATC 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 LATC.

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 LATC 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. LATC 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. LATC 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 Santa Anita Park 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 LATC, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will LATC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Santa Anita Park 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 Santa Anita Park, and agrees to take all reasonable measures for the protection of such horses,

Back to Top

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 LATC, promptly calling to the attention of LATC 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. LATC 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 LATC for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. LATC 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 LATC if the smoke detector's battery is low and needs to be replaced. LATC shall be responsible for making all necessary repairs or replacements to said smoke detectors. LATC 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 LATC 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 Santa Anita Park; (ii) Trainer or Trainer's employees, agents, or invitees while such person is on the premises of Santa Anita Park; or (iii) which arose, directly or indirectly from training and racing activities while on the premises of Santa Anita Park, whether caused by the negligence (in any form other than gross negligence) of LATC or otherwise. The foregoing release of liability and covenant not to sue shall not apply if the Loss is caused by LATC's gross negligence or willful misconduct.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Santa Anita Park 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

Back to Top

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. LATC 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. LATC 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 LATC**. 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 LATC. 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 Santa Anita Park unless written consent is first obtained from LATC, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of LATC, 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 LATC.

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

Back to Top

Trainer and LATC 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 LATC 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 LATC 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 LATC and Trainer, (vii) any claim by either LATC 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 LATC, from bringing any class, collective, or representative action against LATC or multiple trainers, as applicable**.

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

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in Los Angeles 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 LATC, 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 LATC shall pay such fees in their entirety, and any amount of Arbitration fees that LATC 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.

Back to Top

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 LATC 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 LATC regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'Short-Term Exclusion" or a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Santa Anita Park 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 Santa Anita Park 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. LATC shall have the initial burden to establish that (I) it had a reasonable belief that one or more specified grounds existed, (II) it acted in good faith, (III) it acted on the basis of a fair and substantial reason, (IV) it did not discriminate, and (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 24(b)(vi) above.

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

Back to Top

B. Selection of Arbitrator. Trainer shall notify LATC in writing that it wishes to formally challenge LATC's Adverse Action. Within two (2) business days of LATC's receipt of Trainer's notification, LATC 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 LATC and the CTT.

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

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

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

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

G. Arbitration Award. If the Arbitrator finds that LATC's Adverse Decision was not made in accordance with California law, the Arbitrator may order LATC 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 LATC, 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 LATC shall pay such fees in their entirety, and any amount of Arbitration fees that LATC paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

Back to Top

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 LATC 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**. LATC is working with the City of Arcadia 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 Los Angeles 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 LATC or Trainer. Except for LATC 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 Santa Anita Park Terms and Conditions of Stabling and Racing (the "Agreement") are available at Santa Anita Park's racing office and available for download at https://www.santaanita.com/racing-office#downloads. _____ 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 Los Angeles Turf Club II, Inc. 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 Los Angeles Turf Club II, Inc. 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

Back to Top

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 Santa Anita Park or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

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

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

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

2. The Meeting.

a. The CTT will be invited to the Meeting.

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

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

3. Decision After the Meeting.

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

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

4. Reconsideration Meeting.

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

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

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

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

5. Decision After Reconsideration Meeting.

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

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

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

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

6. Arbitration.

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

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

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

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

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

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

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

Back to Top

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS RACING ASSOCIATION (LARA) AT LOS ALAMITOS RACE COURSE, FROM SEPTEMBER 11, 2024, THROUGH SEPTEMBER 24, 2024

Board Meeting
August 15, 2024

Application: Los Alamitos Racing Association at Los Alamitos Race Course

Breeds: Thoroughbred

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

SEPTEMBER 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					

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Santa Anita fire clearance valid through 12/10/24; San Luis Rey Downs valid through 07/28/25.	Rule 1420(g)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/24.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance valid through 02/25/25; 45-day exemption to Rule 1927 received 06/13/24.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 11/07/23.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed on 07/11/24.	Rule 1471(g)

Back to Top

Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Acord Insurance. Valid 01/01/24 through 01/01/25.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 07/22/24. **California Thoroughbred Trainers Association** – received 07/22/24.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Inclement Weather Policy** – received 06/13/24. **Concussion Protocol Policy** – received 06/13/24. **Track Emergency Procedures** – received 07/22/24.	Rule 1432
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding		Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19604 & 19604(b)(1)(C)
Administrative Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Active Licenses Deposit Received Required Signatures	Rule 1481 BPC 19490 Rules 1433 & Rule 1437

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.

Back to Top

4961 Katella Avenue, Los Alamitos, CA 90720

LOS ALAMITOS RACING ASSOCIATION
Thoroughbred Racing at Los Alamitos Race Course

714-820-2800 • www.losalamitos.com

July 19, 2024

Commissioners

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Commissioners,

In regards to the outstanding item related to the LARA race meet application:

- The Fire Clearance for the auxiliary site San Luis Rey Downs is due to be renewed in August. It will be forwarded to the CHRB when it becomes available.

Sincerely,

Cathy Allred

Secretary

Los Alamitos Racing Association

Back to Top

LOS ALAMITOS
RACING ASSOCIATION
Thoroughbred Racing at Los Alamitos Race Course

May 29, 2024

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

Attn: Scott Chaney
Executive Director

Commissioners:

Los Alamitos Racing Association ("the Association") is aware of the "Concussion Management and Return to Ride Guidelines" that appears on the CHRB website. The Association hereby agrees to abide by and adopt such protocol throughout its upcoming 2024 Meet, September 11, 2024, through September 24, 2024.

Respectfully submitted
Los Alamitos Racing Association

By _____
Cathy Allred, Director/Secretary

Back to Top

LOS ALAMITOS
RACING ASSOCIATION
Thoroughbred Racing at Los Alamitos Race Course

May 29, 2024

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

Attn: Scott Chaney
Executive Director

Re: CHRB Inclement Weather Policy

Commissioners:

During the 2024 Los Alamitos Racing Association Meet from September 11, 2024, through September 24, 2024, the Los Alamitos Racing Association hereby agrees to adopt and abide by the CHRB Inclement Weather Policy posted on the CHRB website.

Respectfully submitted
By Los Alamitos Racing Association

By _____
Cathy Allred, Director/Secretary

Back to Top

LOS ALAMITOS
RACING ASSOCIATION
Thoroughbred Racing at Los Alamitos Race Course

May 29, 2024

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

Attn: Scott Chaney
Executive Director

Commissioners:

During its 2024 Race Meets, Los Alamitos Racing Association hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the CHRB Website.

Respectfully submitted
Los Alamitos Racing Association

By _____
Cathy Allred, Director/Secretary

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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: Cathy Allred, c/o Los Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, CA 90720 Telephone (714) 820-2800, Fax (714) 820-2743

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Los Alamitos Race Course

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: September 11th through September 24th, 2024

B. Actual dates racing will be held: 9/13, 9/14, 9/15, 9/20, 9/21, 9/22

C. Total number of days or nights of racing: Six

D. Days or nights of the week races will be held: Friday, Saturday, Sunday
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: Three days per week

CHRB CERTIFICATION

Application received: 6/13/24 **Hearing date: 8/15/24**
Deposit received: On file **Approved date:**
Reviewed: NLG **License number:**

3. RACING PROGRAM

A. Total number of races: 48

B. Number of races for each day or night: 8 races on Fridays, 8 on Saturdays and 8 on Sundays, if equine inventory is sufficient, will add races on weekends

C. Total number of stakes races: Four

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). This year's stakes schedule includes the Dark Mirage Stakes with a 2024 purse of $125,000. The 2023 Dark Mirage had a purse of $75,000 with an added supplement of $50,000. The Capote Stakes was scheduled in 2023 but did not fill.

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. n/a.

E. Will provisions be made for owners and trainers to use their own registered colors?
Yes ☒ No ☐
If no, which racing colors are to be used?

F. List all post times for the daily racing program. 1st race-1:00 pm, 2nd race-1:30 pm, 3rd race-2:00 pm, 4th race-2:30 pm, 5th race-3:00 pm, 6th race-3:30 pm, 7th race-4:00 pm, 8th race-4:30 pm

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.

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, September 5, 2024

Saturday, September 14, 2024 $75,000 Guaranteed



E.B. JOHNSTON STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Thursday, September 5, 2024

Sunday, September 15, 2024 $75,000

LOS ALAMITOS SPECIAL
For Three Year Olds and Upward
One Mile And One Sixteenth

Closing Thursday, September 12, 2024

Saturday, September 21, 2024 $125,000

DARK MIRAGE STAKES
For Fillies And Mares Three Year Olds and Upward
One Mile

Closing Thursday, September 12, 2024

Sunday, September 22, 2024 $75,000

CAPOTE STAKES
For Two Year Olds
Six And One Half Furlongs

Back to Top

LARA PURSES	
CONDITION	PURSES
MDN CLM 20,000	$ 18,000.00
MDN CLM 30,000	$ 20,000.00
MDN CLM 40,000	$ 23,500.00
MDN CLM 50,000	$ 26,000.00
MDN CLM 75,000	$ 30,000.00
MDN ALW	$ 41,000.00
CLM 6,250	$ 12,000.00
CLM 6,250 CLAUSE	$ 11,000.00
CLM 8,000	$ 13,000.00
CLM 8,000 CLAUSE	$ 12,000.00
CLM 10,000	$ 17,000.00
CLM 10,000 CLAUSE	$ 16,000.00
CLM 12,500	$ 20,000.00
CLM 12,500 CLAUSE	$ 19,000.00
CLM 16,000	$ 21,000.00
CLM 16,000 CLAUSE	$ 20,000.00
CLM 20,000	$ 25,000.00
CLM 20,000 CLAUSE	$ 24,000.00
CLM 25,000	$ 26,000.00
*CLM 25,000 CLAUSE	$ 25,000.00
CLM 32,000	$ 29,000.00
*CLM 32,000 CLAUSE	$ 28,000.00
CLM 40,000	$ 31,000.00
CLM 50,000	$ 33,000.00
STR ALW 6,250	$ 14,000.00
STR ALW 8,000	$ 15,000.00
STR ALW 12,500	$ 18,000.00
STR ALW 16,000	$ 19,000.00
STR ALW 20,000	$ 20,000.00
STR ALW 30,000	$ 26,000.00
STR ALW 40,000	$ 29,000.00
STR ALW 50,000	$ 30,000.00
ALW OPT-CLM X1	$ 44,000.00
ALW OPT-CLM X2	$ 46,000.00
OVERNIGHT HANDICAP	$ 75,000.00
STAKES	$ 100,000.00

	CAL BRED %	
12%	STR ALW	Plus up to ($$) to CAL BRED Winner's
	STR OPT CLM	
	OPEN CLM OVER $40K	
30%	MDN ALW	Plus up to ($$) to CAL BRED'S
	ALW OPT CLM	
	ALW	

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, September 7, 2023

Saturday, September 16, 2023 — $75,000 Guaranteed

E.B. JOHNSTON STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Thursday, September 7, 2023

Sunday, September 17, 2023 — $75,000 Guaranteed

DARK MIRAGE STAKES

For Fillies And Mares Three Year Olds and Upward

One Mile

Closing Thursday, September 14, 2023

Saturday, September 23, 2023 — $75,000 Guaranteed

LOS ALAMITOS SPECIAL

For Three Year Olds and Upward

One Mile And One Sixteenth

Closing Thursday, September 14, 2023

Sunday, September 24, 2023 — $75,000 Guaranteed

CAPOTE STAKES

For Two Year Olds

Six And One Half Furlongs

Back to Top

Revised	
CONDITION	New Purses
MDN CLM 20,000	$ 20,000.00
MDN CLM 30,000	$ 23,000.00
MDN CLM 40,000	$ 26,000.00
MDN CLM 50,000	$ 29,000.00
MDN CLM 75,000	$ 32,000.00
MDN ALW	$ 45,000.00
CLM 6,250	$ 15,000.00
CLM 6,250 CLAUSE	$ 14,000.00
CLM 8,000	$ 16,000.00
CLM 8,000 CLAUSE	$ 15,000.00
CLM 10,000	$ 21,000.00
CLM 10,000 CLAUSE	$ 20,000.00
CLM 12,500	$ 24,000.00
CLM 12,500 CLAUSE	$ 23,000.00
CLM 16,000	$ 26,000.00
CLM 16,000 CLAUSE	$ 25,000.00
CLM 20,000	$ 29,000.00
CLM 20,000 CLAUSE	$ 28,000.00
CLM 25,000	$ 30,000.00
*CLM 25,000 CLAUSE	$ 29,000.00
CLM 32,000	$ 33,000.00
*CLM 32,000 CLAUSE	$ 32,000.00
CLM 40,000	$ 35,000.00
CLM 50,000	$ 36,000.00
STR ALW 6,250	$ 16,000.00
STR ALW 8,000	$ 17,000.00
STR ALW 12,500	$ 21,000.00
STR ALW 16,000	$ 22,000.00
STR ALW 20,000	$ 22,000.00
STR ALW 25,000	$ 28,000.00
STR ALW 30,000	$ 29,000.00
STR ALW 40,000	$ 32,000.00
STR ALW 50,000	$ 33,000.00
ALW OPT-CLM 20,000	$ 47,000.00
ALW OPT-CLM 40,000	$ 47,000.00
ALW	$ 47,000.00
OVERNIGHT HANDICAP	$ 75,000.00
STAKES	$ 100,000.00

	CAL BRED %	
12%	STR ALW	Plus up to ($$) to CAL BRED Winner's
	STR OPT CLM	
	OPEN CLM OVER $40K	
30%	MDN ALW	Plus up to ($$) to CAL BRED'S
	ALW OPT CLM	
	ALW	

Back to Top

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Wednesday, September 7, 2022

Sunday, September 18, 2022 — $75,000 Guaranteed

DARK MIRAGE STAKES

For Fillies And Mares Three Year Olds and Upward

One Mile

Closing Wednesday, September 7, 2022

Saturday, September 17, 2022 — $75,000 Guaranteed

E.B. JOHNSTON STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Wednesday, September 14, 2022

Sunday, September 25, 2022 — $75,000 Guaranteed

CAPOTE STAKES

For Two Year Olds

Six And One Half Furlongs

Closing Wednesday, September 14, 2022

Saturday, September 24, 2022 — $75,000 Guaranteed

LOS ALAMITOS SPECIAL

For Three Year Olds and Upward

One Mile And One Sixteenth

Back to Top

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Saturday, September 4, 2021

Saturday, September 11, 2021 — $75,000 Guaranteed

BEVERLY J. LEWIS
For Fillies Three Year Olds
Six Furlongs

Closing Saturday, September 4, 2021

Sunday, September 12, 2021 — $75,000 Guaranteed



E.B. JOHNSTON STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Saturday, September 11, 2021

Saturday, September 18, 2021 — $75,000 Guaranteed

CAPOTE STAKES
For Colts And Geldings Two Year Olds
Six And One Half Furlongs

Closing Saturday, September 11, 2021

Sunday, September 19, 2021 — $100,000 Guaranteed

LOS ALAMITOS SPECIAL
For Three Year Olds and Upward
One Mile And One Sixteenth

Closing Wednesday, September 15, 2021

Sunday, September 19, 2021 — $75,000 Guaranteed

DARK MIRAGE STAKES
For Fillies And Mares Three Year Olds and Upward
One Mile

Closing Friday, September 17, 2021

Friday, September 24, 2021 — $75,000 Guaranteed

LUCKY SPELL STAKES
For Fillies Three Year Olds
Six Furlongs

Closing Saturday, September 18, 2021

Saturday, September 25, 2021 — $75,000 Guaranteed

PHONE CHATTER STAKES
For Fillies Two Year Olds
Six And One Half Furlongs

Back to Top

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Wednesday, September 22, 2021

Sunday, September 26, 2021 $75,000 Guaranteed



ROYAL OWL STAKES (Cal Bred)

For Two Year Olds

Five And One Half Furlongs

Back to Top

C. CORPORATION

1. Registered name of the corporation: Los Alamitos Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C1650097
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Dr. Edward Allred-President & Director, 100%; Richard English-CFO; Tom Seibly-Director; Don Valpredo-Director; Frank Sherren-Director; Cathy Allred-Director & Secretary; Jack Liebau-Director; Richard Shapiro-Director
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: 2,000
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: n/a
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. n/a
   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:
   Edward Allred-President & CEO; Richard English-CFO; Orlando Guiterrez-Director of Publicity & Marketing; Frank Sherren-Plant Superintendent; Rick Hughes-Track Superintendent; Dennis Moore-Track Consultant; John Ferrero-Director of Mutuels; Michael Wrona-Track Announcer; Cathy Allred-Director of Security; Robert Hurd-Director of Operations
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): Cathy Allred, Director, 4961 Katella Avenue, Los Alamitos, CA 90720; cathymonji@gmail.com

5. TAKE OUT PERCENTAGE

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

Yes ☒ No ☐

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: Pick 5, Daily Double
Proposed percentage: Pick 5-14%, 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
2023-6 cards in September	37,903,058	27,340
2022-7 cards in September	44,231,783	30,113
2021-7 cards in June/July	56,909,823	32,086
2020-7 cards in June/July	57,935,552	7,368
2019-9 cards in June/July	67,587,735	71,130

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 1,275,641
   Prior meet actual: 1,429,169

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 212,607
   Prior meet actual: 238,195

2. Overnight stakes:
   Current meet estimate: 0

Back to Top

LOS ALAMITOS
RACING ASSOCIATION
Thoroughbred Racing at Los Alamitos Race Course

May 29, 2024

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

Attn: Scott Chaney
Executive Director

Commissioners:

Pursuant to California Business and Professions Code Section 19601.1, Los Alamitos Racing Association, after consultation with the Thoroughbred Owners of California, is hereby requesting takeout, as set forth below, to be offered during the Los Alamitos Racing Association 2024 Meet, September 11, 2024, through September 24, 2024.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick 5 – A $0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%

Respectfully submitted
Los Alamitos Racing Association

By _____
Cathy Allred, Director/Secretary

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Back to Top

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

July 17, 2024

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

RE: 2024 Los Alamitos Racing Association – Wagering Approvals

Dear Scott,

Los Alamitos Racing Association has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meets during the September 2024 and December 2024 meets.

- Rolling Doubles wagers subject to a 20% takeout rate
- Players Pick-5 on the first five (5) races of the day subject to a 14% takeout rate

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

DocuSigned by:
William A. Nader
20GE9094162E418...
William A. Nader
President & CEO

Cc: Cathy Allred, Los Alamitos

Prior meet actual: 0

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: 0
Prior meet actual: 0

3. Non-overnight stakes:
Current meet estimate: 213,000
Prior meet actual: 211,100

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 35,500
Prior meet actual: 35,183

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 1,488,641
Prior meet actual: 1,640,269

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: 32.86%
Prior meet actual: 32.52%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 5.48%
Prior meet actual: 5.42%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 156,721
Prior meet actual: 170,349

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:	
NTRA			1,864
TOC	12,298		13,526
CTT	18,446		20,290
Total:	30,744	Total:	35,680

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 1,676,106
Prior meet actual: 1,846,298

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 279,351

Back to Top

Prior meet actual: 307,716

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: 1,058,214
Prior meet actual: 1,148,792

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 176,369
Prior meet actual: 191,465

G. Purse funds to be generated from interstate handle:
Current meet estimate: 286,308
Prior meet actual: 330,864

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 47,718
Prior meet actual: 55,144

H. Bank and account number for the Paymaster of Purses' purse account: BMO Bank N.A., 4400 MacArthur Blvd., Newport Beach, CA 92660. Account number 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, Suite 110, Rancho Cucamonga, CA 91730; craigbmiller@verizon.net; (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: 850

B. Minimum number of stalls believed necessary for the meeting: 2,500

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 2,300

Back to Top

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; San Luis Rey Downs-400

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): n/a

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $15.08 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. Santa Anita roundtrip-$167.50; San Luis Rey Downs-$300 roundtrip

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: There is a rotation of private veterinarians on site at Los Alamitos and at all auxiliary training sites during all training hours. The track veterinarian is Dr. Rebecca Fitzgerald (562) 266-7692. In the morning, the track veterinarian prechecks fifty percent of the horses entered on a particular day. Thereafter, she observes horses when they are in the paddock, views them during the post parade, accompanies them in the starting gate and follows them during the race. Dr. Grande inspects the other fifty percent of the horses entered on a particular day. During the afternoon, Dr. Grande serves as the CHRB veterinarian and he is employed by the CHRB.

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

10. PARI-MUTUEL WAGERING PROGRAM

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

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

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	See attached listing	See attached listing

Veterinarians Available for Emergency Services

Back to To

Vet	Phone	Name of Practice
Los Alamitos:		
Bradley, Sam	310-339-7666	Baker
Hardgrove, Nicola	310-617-6727	Self
Lorbiecki, Jocelyn	949-939-3547	Los Alamitos
Moser, Bryn	951-279-5070	Los Alamitos
Overly, Rick	714-270-9425	Equine Sports Med
Pattio, Nolton	626-759-2380	Self
Sapp, Kelsey	210-602-1004	Los Alamitos
Schmidt, Stephanie	561-425-5401	Equine Sports Med
Troncatty, Ashley	818-414-2040	Equine Sports Med
Warren, Herb	714-397-4206	
Yacoub, Anita	951-206-7496	Equine Sports Med
San Luis Rey Downs (off-track training)		
Gonzalez, Denise	619-987-4979	LATC
Grant, Barry	760-585-6158	LATC
Manno, Mike	619-871-4541	LATC
Pirrone, Mike	575-312-9684	LATC
Porubovich, Lindsey	602-290-0623	
Santa Anita (off-track training)		
Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Solo
Baker, Vince	714-269-1301	Baker
Birch, Sarah	614-783-1237	Dowd
Blue, Melinda	626-233-9922	Blue
Bohannon, Laurie	916-202-7052	LATC
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	Solo
Byrd, Wade	310-245-7000	Baker
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Grande, Tim	626-476-8743	LATC/CHRB
Mcafoos, Jessie	618-927-0908	Blue/Von Bleucher
Seim, Amy	626-249-5905	Siem
Stead, Dana	970-310-4449	LATC
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

Los Alamitos Racing Association September 2024 Attachment

10. PARI-MUTUEL WAGERING PROGRAM

A. Use DD for daily double, E for exacta (special quinella), PK# 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
Race #1 $1E, $1TRI, $2DD, $1PK3, $0.50 PNP5, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #2 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #3 $1E, $1TRI, $2DD, $1PK3, $2PNP6, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #4 $1E, $1TRI, $2DD, $1PK3, $2PNP6 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #5 $1E, $1TRI, $2DD, $1PK3, $1PK4 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #6 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #7 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #8 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #9 $1E, $1TRI, $2DD, $1PK3, $.10 SF, $1Super H5	CHRB #1959, 1979, 1957, 1977, 1979.1, ARCI #004-105(X)(4), Option #3

$2 Daily Double placement will depend on the number of races

$1 Trifecta wagering on all eligible races (CHRB 1979)

$0.10 Superfecta wagering on all eligible races (CHRB 1979.1)

$2 PNP6 last six races 70% carryover, 30% minor. Alternate runner provision (CHRB 1976.9)

$1 PK4 on the second race through fifth race and the last four races. Alternate runner provision (CHRB 1976.9)

$0.50 PNP5 on the first five races, 14% takeout, one tier payoff, 100% carryover. Alternate runner provision (CHRB 1976.9)

$1 Super High 5 on the last race of the day, requires selection of the first five finishers in the same race, 100% payout on all tickets with five winners. No consolation. 100% carryover if no ticket has five winners. ARCI #004-105(X)(4), Option #3

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

Race #1 E - 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP5 - 14%, SF – 23.68%

Race #2 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68% SF – 23.68%

Race #3 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP6 – 23.68%, SF – 23.68%

Race #4 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP6 – 23.68%, SF – 23.68%

Race #5 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68%, SF – 23.68%

Race #6 E - 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68%, SF – 23.68%

Race #7 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%

Race #8 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%

Race #9 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%, Super H5 – 23.68%

Back to Top

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: No maximum carryover. Pool will be distributed on closing day, September 22, 2024.

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. Early bird wagering will be offered from 8:30 to 10:30 am on each racing day.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: AmTote, Keith Johnson. Contract expires 8/2025.

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

Race #1 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

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. TVG, XpressBet, NYRA Bets, Twin Spires.

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: SCOTWINC. Agreement is on file with CHRB and includes evergreen provisions.

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: Attached

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Attached

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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Back to Top

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

July 17, 2024

Ms. Cathy Allred
Los Alamitos Racing Association
4961 Katella
Los Alamitos, CA 90720

RE: Los Alamitos Racing Association 2024 Race Meet ADW Approvals

Dear Cathy,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Alamitos Racing Association's (LARC) race signals under the terms and conditions set forth below.

Pursuant to Section 30, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LARC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LARC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, AmWest, Watch and Wager, and Game Play Network to accept wagers on LARC and other Thoroughbred races during the 2024 LARC race meetings, September 11 through September 24, 2024 and December 4 through December 17, 2024, as follows:

1. **California wagering on LARC 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. AmWest, 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, AmWest, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
   e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

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

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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, AmWest, 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 LARC 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, AmWest 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, AmWest and Watch and Wager.

Sincerely,

DocuSigned by:
William A. Nader
20CE9094162E418...

William A. Nader
President & CEO

cc: Rick English

Back to Top

SOUTHERN CALIFORNIA

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Los Alamitos Race Course
4961 Katella Ave.
Cypress, CA 90720

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini satellite)
23221 Lake Center Dr.
Lake Forest, CA 92630

Santa Clarita Lanes (mini satellite)
21615 Soledad Canyon Rd.
Saugus, CA 91350

Tilted Kilt (mini satellite)
1345 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

The Derby Group (mini satellite)
3230 Hamner Ave.
Norco, CA 92860

Firehouse (mini satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini satellite)
20930 Malaga Rd.
Lake Elsinore, CA 92530

The Derby Room at Glen Arden Club (mini-satellite)
357 Arden Ave.
Glendale, CA 91203

Gas Lamp Tavern (mini satellite)
868 5th Ave.
San Diego, CA 92101

Back to Top

NORTHERN CALIFORNIA

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Golden Gate Fields
1101 Eastshore Hwy.
Berkley, CA 94710

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

San Joaquin County Fair
1658 S. Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Back to Top

Commingled Locations

AmWest Entertainment
- Amwest Accounts
- Caribbean locations
- Couer D'Alene Casino (ID)
- Triple Crown (SD)

Arapahoe-Mile High
Arima Race Club
Bangor Raceway
Batavia
Belterra Park
BetAmerica
Beau Rivage Casino (MS)
Birmingham Greyhound
Borgata Casino (NJ)
Buffalo Raceway
Canterbury Park
Capital District OTB
Catskills OTB
Charles Town Race Course
Churchill Downs
Colonial Downs
Columbus Raceway
Connecticut OTB
- Bradley Teletheater, Bristol
- New Britain, Norwalk, Milford
- East Haven, Hartford, Putnam
- Shoreline Star, Sports Haven
- Torrington, Waterbury
- Manchester, New London
- Willimantic, Stanford OTB
- John Martin's Manor Restaurant
- Connecticut OTB ADW
- Coushatta Casino
- Parafon Casino
- Ho-Chunk Casino
- Mohegan Sun Casino
- Oneida Bingo and Casino
- Pony Bar Simulcast Center
- Tote Investment Racing
- Randall James Racetrack
- Millenium Racing
- Royal Beach Casino
- Divi Carina Bay Casino
- Winner's Circle

Corpus Christi Greyhound
Dayton Raceway
Deleware Park
Delta Downs
Dover Downs
Dubuque (Iowa Greyhound)
- Wild Roses OTB's

Egg Harbor ITW (NJ)
Elite Turf Club
Ellis Park
Emerald Downs
Evangeline Downs
Fair Grounds
Fair Grounds ADW
Fair Meadows
Favorites at Gloucester (NJ)
Finger Lakes
Finger Lakes ADW
Fonner Park
Freehold (NJ)
Gillespie County Fair
Global Wagering Group
Global Wagering Solutions
- Betsson, OneXTwo, German Tote
- Racebets, Sportech Netherlands,
- Magna Bet, Pferdewetten, Dantoto
- Bet 365, Ladbrokes Coral, UK Tote
- 4 Racing/Gold Coast (South Africa)

Gold Strike Casino (MS)
Grants Pass (& Oregon OTB's)
Greenetrack
Greyhound at Post Falls
Gulfstream Park
Harrah's Philadelphia (Chester)
Harrington Raceway
HarringtonBets ADW (DE regional)
Hawthorne Race Course
Hawthorne ADW
Hoosier Park
Horseman's Park
Idabet
Indiana Downs
- Clarksville/Evansville OTB

Intermountain Racing
Jockey Club Brasilia
Keeneland
Keeneland Select ADW
Kentucky Downs
Kentucky OTB
Lewiston OTB's
Lien Games
- Chips Lounge/Rumors OTB
- Howard Johnsons OTB
- Skydancer Casino OTB
- X the Spot (Virgin Islands)
- Offtrack Betting ADW

Lone Star
Louisiana Downs
LVDC
- Atlantis Paradise Casino
- Buffalo Thunder Resort
- Foxwoods Resort Casino

Mahoning Valley
Maronas (Uruguay)
Maryland Jockey Club
Meadowlands (NJ)
Meadows The (ADW) - PA regional
Miami Valley Gaming & Racing
Mobile Greyhound
Monmouth Park (NJ)
Montana OTB
Monticello
Mountaineer Park
Nassau Regional OTB
Nevada Pari-Mutuel Assoc.
Newport Jai Alai
New Jersey ADW (4NJBets)
New Palace Casino (MS)
Northfield Park
- Cedar Downs OTB

Northville Downs
NYRA
NYRA ADW
Oaklawn Park
Oaklawn Park ADW
Ocean Downs
Panama
PariBet ADW
PariBet OTB (North Dakota)
PARX
PARX ADW
Penn National
Penn National ADW
Peru
Plainridge Race Course
Plainridge ADW
Player Management Group
PlayUp Limited ADW
Pocono Downs ADW
Pocono Downs OTB
Prarie Meadows
Premier Gateway International
Premier Turf Club
Presque Isie
Remington Park
- Remington OTB Network

Retama Park
Racing & Gaming Services
Ruidoso Downs
Running Aces Harness Park
Sam Houston
- Valley Greyhound Park

Saratoga Harness Raceway
- Saratoga Bets (ADW)

Scarlet Pearl Casino (MS)
Scioto Downs
Seabrook Greyhound
Seabrook Greyhound ADW
Southland Greyhound
State Fair (Lincoln, NE)
Suaposta (Brazil) ADW
Suffolk District OTB
Suffolk Downs
Sunland Park
SunRay Park & Casino
Tampa Bay Downs
Taunton ADW
Taunton Dog Track Inc.
The Downs at Albuquerque
Thistledown
Tioga Downs
Tri-State GH (Mardi Gras)
Turf del Norte (Mexico)
Turf de Norte - Tribeca (D.R.)
Turf Paradise
Turfway Park
TVG
TVG High Volume
Twin River Greyhound
TwinSpires
- TwinSpires High Volume

US Off Track ADW
Velocity Wagering Ltd.
Venezuela OTB
Vernon Downs
WatchandWager ADW
Western OTB
Wheeling Downs
Will Rogers Downs
Wyoming (307 Racing)
Wyoming OTB
Wyoming Downs
XpressBet
Yonkers Raceway
Yonkers ADW (EmpireCityBets)
Youbet Group 1
Zia Park
123Gaming

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymans (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
Tabcorp (Australia)
XB (GWS)

Back to Top

Commingled Canaidan Locations

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

Back to Top

Thoroughbred tracks conducting racing during the Fall Meet at Los Alamitos

(September 11 to 24, 2024)

Please note track listings on this page reflect available information through June 7, 2024

Ajax Downs

Assiniboia thru Sept. 17

Belmont Park

Belterra

Canterbury

Century Downs starts Sept. 21

Century Mile thru Sept. 14

Churchill Downs

Delaware Park

Emerald Downs thru Sept. 15

Fair Grounds thru Sept. 14

Fanduel Sportsbook

Finger Lakes

Fort Erie

Fresno starts Sept. 21

Grants Pass

Gulfstream Park

Harrahs Columbus Neb thru Sept. 15

Hastings

Hawthorne

Hollywood Charles Town

Horseshoe Indianapolis

Kentucky Downs thru Sept. 11

Legacy Downs

Lethridge

Lone Star

Louisiana Downs

Monmouth thru Sept. 15

Mountaineer

Penn National

Parx Racing

Prairie Meadows

Presque Isle

Remington Park

Tampa Bay Downs

Thistledowns

Will Rogers

Woodbine

South America

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

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

HARNESS SIMULCAST RACES TO BE IMPORTED

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

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

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: Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720

B. Names and addresses of the trustees or directors of the distributing agent: Board of Directors, Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720

C. Dates the association will conduct races as charity racing days OR:

D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes ☒

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

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Rebecca ("Becky") Fitzgerald
Clerk of Scales	Charles McCaul
Clerk of the Course	Heather Correa
Film Specialist	Board of Stewards
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Cavillo
Patrol Judges	Anthony Rose
Placing Judges	Randy Valdez & Danielle Kasparaoff
Starter	Gary Brinson
Timer	Tom Bernard

B. Management officials in the racing department:

Director of Racing	Jordan Casteneda
Racing Secretary	Jordan Casteneda
Assistant Racing Secretary	Nate Estrada
Paymaster of Purses	Dawn Jackson
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: Weinstein Court Reporter, P. O. Box 26634, Santa Ana, CA 92799. Mderig@weinsteincourtreporters.com. (949) 637-6071.

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp., USA, Bill O'Brien, contract expires 12/31/24.

Back to Top

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, contract expires 4/22/2025. One camera at the end of the homestretch, one camera at the end of the backstretch, one camera coming out fo the final turn, four pan cameras covering the entire track. There is no turf course at Los Alamitos.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communications, Jim Porep, 4/22/2025.

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Cathy Allred, Chief of Security. Organizational chart and list attached.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 23.

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. Los Alamitos does not use detention stalls.
   b. Number of security guards in the detention stall area during a 24-hour period: n/a
   c. Describe number and location of surveillance cameras in detention stall area. n/a

3. TCO2 Testing:

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

C. Describe the electronic security system. Los Alamitos does not have an electronic security system

1. Location and number of video surveillance cameras for the detention stall and stable gate: 11 cameras in the Test Barn area and 4 cameras at the stable gate provide 24 hour surveillance.

D. For night racing associations: Describe emergency lighting system. n/a

Back to Top

Organizational Chart

LOS ALAMITOS RACE COURSE

SECURITY DEPARTMENT

DIRECTOR OF SECURITY	CATHY ALLRED	OFFICE	(714) 820-2810
		CELL	(949) 355-2203
SERGEANT-DAY SHIFT	FRANK WOZNIAK	OFFICE	(714) 820-2661
		CELL	(562) 275-5373
LIEUTENANT-NIGHT SHIFT	LUIS RIVAS	OFFICE	(714) 820-2663
		CELL	(626) 675-3663
SERGEANT-DAY STABLE	FERNANDO GOMEZ	OFFICE	(714) 820-2830
		CELL	(951) 768-7094
SERGEANT-NIGHT STABLE	JOSE ALVAREZ	CELL	(714) 495-0954
DAY SHIFT SECURITY OFFICERS	LUIS RIVAS, JR.	DESK/DISPATCH	
	GUILLERMO CHAVEZ	MAINLINE	
	JOSE MURILLO	CLUBHOUSE	
	BUNTHOEUN SOS	MEZZ	
NIGHT SHIFT OFFICERS	JACKIE DIXON	MAINLINE	
	HENRY CHAMBERS	PADDOCK	
	GLORIA GANOE	PARKING LOT	
	SAMUEL WEAVER	MEZZ	
STABLE AREA OFFICERS	JORGE AVINA	NIGHT STABLE	
	CESAR FRANCO	GRAVEYARD	
	JOSE ALVAREZ	SPLIT SHIFT	
	DAVID RIVAS	NIGHT STABLE	
STABLE GATE	TITTUS R. WHITE	DAY WEST GATE	
	CHERI WILLETT	SPLIT SHIFT	
	GREICY QUEVEDO	NIGHT WEST GATE	
	SHARRIL JANISKY	GRAVEYARD GATE	
	MARCO AVINA	DAY GATE	
	BENJAMIN GARCIA	MAIN GATE	
	BENJAMIN CARDENAS		

Back to Top

Los Alamitos Racing Association

STAKES SECURITY PROGRAM

For stakes races with purses of $100,000 or more Los Alamitos Racing Association ("LARA") will follow the guidelines set forth in our Race Meet Agreement with the Thoroughbred Owners of California.

For stakes race of more than $100,000 the LARA will provide security personnel equipped with video cameras to be stationed in the barn of each trainer with a horse in that stakes. The security personnel will be stationed in the designated barn no less than 6 hours prior to post time and will accompany the horse to the receiving barn.

These additional personnel will be under the direction and supervision of the Los Alamitos Chief of Security.

In addition, 24 hours prior to the running of any graded stakes race with a purse of $200,000 or more the LARA will assign two additional security guards to the barn area with the specific instruction to monitor the barns of the trainers with horses entered in that stakes.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance Service, Box 145, Sunset Beach, CA 94742. Telephone (714) 820-2845. Regarding equine ambulances, during mornings when a live race meet is not being conducted there is one Kimsey ambulance in place, pulled by a John Deere Tractor. During live race meets, there is a second Kimsey ambulance in place, pulled by a Ford one ton truck. The second ambulance rotates among the Southern California race meets. Both ambulances are equipped hydraulic support squeeze and wench, as well as Kimsey splints. Both ambulances have a driver and one other person, plus a veterinarian who follow horses during live races.

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: At Santa Anita: Symons Ambulance, 18592 Cajon Blvd., San Bernardino, CA 92407. Telephone (626) 222-4236. At San Luis Rey Downs: Mercy Medical Transportation Inc., 2538 Old San Pasqual Road, Escondido, CA 92027, Telephone (760) 525-2688.

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. Contracted track physician. Oxygen equipment, blood pressure monitoring, backboard, cervical spine collar.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. Michael Morris, (714) 820-2710.
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: Los Alamitos Medical Center, 3571 Katella Avenue, Los Alamitos, CA 90720. (562) 598-1311. Long Beach Memorial Hospital (certified trauma center), 2801 Atlanta Avenue, Long Beach, CA 90806 (562)933-2000. UC Irvine Medical Center, 101 The City Drive, Orange, CA 92868 (714) 456-7890.

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): Frank Sherren - Safety Manager, Juan Ramos, Assistant Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

March 15, 2024

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

Stacey O'Bryan - President
Huntington Ambulance,LLC

Back to Top

MERCY
Medical Transportation, Inc.

April 4, 2024

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

RE: Ambulance Certification Letter

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

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

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

Respectfully,



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

Back to Top

April 9, 2024

To: Los Alamitos Race Track

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symbiosis Ambulance 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,

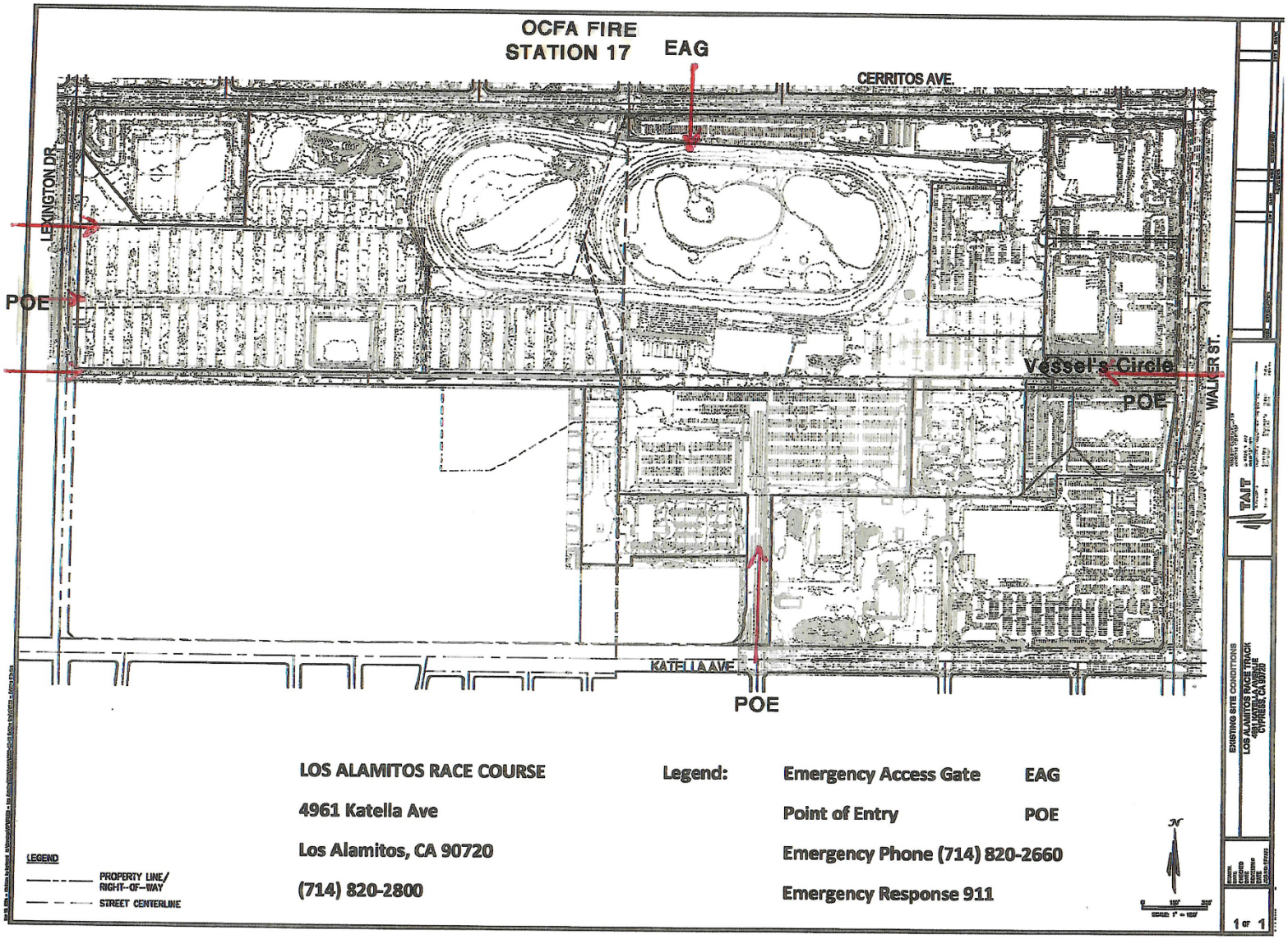
Jeff T. Grange

Jeff T. Grange, MD
Medical Director

18592 Cajon Blvd., San Bernardino, CA 92407 • Office: (909) 880-2979
www.symonsambulance.com

LOS ALAMITOS RACE COURSE
MEDICAL EMERENCY
RESPONSE PROCEDURES

LOS ALAMITOS RACE COURSE
4961 Katella Avenue
Cypress, CA 90720
Tel. 714.820.2800


OCFA FIRE
STATION 17
EAG
CERRITOS AVE.
LEXINGTON DR
POE
Vessel's Circle
POE
WALKER ST.
KATELLA AVE
POE
LEGEND
PROPERTY LINE/
RIGHT-OF-WAY
STREET CENTERLINE
LOS ALAMITOS RACE COURSE
4961 Katella Ave
Los Alamitos, CA 90720
(714) 820-2800
Legend:
Emergency Access Gate EAG
Point of Entry POE
Emergency Phone (714) 820-2660
Emergency Response 911
N
TAIT
EXISTING SITE CONDITIONS
LOS ALAMITOS RACE TRACK
4961 KATELLA AVENUE
LOS ALAMITOS, CA 90720
1 OF 1

Back to Top

Los Alamitos Race Course
Medical Support Overview

Morning Workouts

- One BLS staffed with two licensed EMT's and one paramedic on site during all morning training hours.

Race Days

- One ALS unit staffed with three licensed EMT's and one paramedic on site during all race hours
- Paramedic backup provided by Orange County Fire Station 17 located 100 yards away
- Los Alamitos Medical Center with 24-hour Emergency Room located 1.1 miles from Los Alamitos Race Course
- Long Beach Memorial Hospital- Level One Trauma Facility (10.3 miles)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 miles)

Los Alamitos Race Course
Medical Emergency Procedures
Medical Support Information

Huntington Ambulance, LLC
Contact Information – Stacy O'Bryan (714)-325-0363 or Jessica Jones (714)-325-0384

Finish Line Self Insurance roup (Employee Workers' Comp Provider)
Contact Information – Michael Lyon (714)-820-2743

Security Communications Desk
Contact Information - (714)-820-2660

Healthpoint Industrial Clinic
7052 Orangewood Avenue #6
arden rove, CA 92841
(714)-903-1100

Los Alamitos Medical Center
3751 Katella Avenue
Los Alamitos, CA 90720
(562)-598-1311

University of California Irvine Medical Center
101 City Drive South
Orange, CA 92868
(714)-456-7890

Long Beach Memorial Medical Center
2801 Atlantic Avenue
Long Beach, CA 90806
(562)-933-2000

Back to Top

Los Alamitos Race Course
Horse/ Rider Down On-Track Morning Workout
Emergency Response Protocol

Radio Communications

- Ambulance Crew/ Outriders/ Starting ate/ Clocker/ Safety Steward/ Track Vet erinarian/ Horse Ambulance – Channel 2
- Security for Paramedic Response – Channel 1

Initial Procedures Taken for Horse/ Rider Down

- Outrider notifies track personnel via radio – Channel 2
- Clocker activates track warning lights
- Outriders respond to location of downed or loose horse to control accident scene
- Ambulance crew responds to accident scene after observing incident or being notified by outrider call
- Clocker makes announcements over track PA system warning of incident on track
- Assistant starters and outriders assist in deterring horse traffic away from incident scene
- Assistant starters stop loading horses into gate
- Outriders/ Safety Steward at track adjacent gate halt access to track
- If necessary outrider notifies veterinarian to respond to incident scene

EMT Procedure

- Respond to incident scene
- EMT's make initial assessment of rider injuries
- If transport is required EMT's notify outrider and security communications desk via radio
- If transfer to Paramedic unit is required EMT's notify security communications desk
    - Communications contacts Emergency Services Dispatch that ambulance is moving to pre-designated transfer location at the Main Stable ate
- If ambulance crew makes direct transport to closest hospital, track is shut down until ambulance returns

Back to Top

Los Alamitos Race Course
Race Day Accident Protocol

On Track Jockey Accident

Human Ambulance Crew

- If a jockey goes down during a race the Ambulance Crew will immediately assess the situation with the first priority to keep the injured jockey down and still
- Following EMT training procedure, the ambulance crew will make an initial assessment of the injured jockey's airway, beathing and circulation
- If Paramedic assistance is not required, but transport to a hospital is required, EMT Crew will stabilize any fractures, take a full set of vitals, notify security communications via radio that transport is required
- Security communications desk will notify hospital of upcoming transport and report back to ambulance crew via radio
- EMT Crew will stabilize injured jockey on backboard and transport via the North ate
- If after making initial evaluation of injured jockey it is determined by EMT Crew that Paramedic assistance is required they will notify Security communications desk
    - Security communications desk will immediately notify dispatch that Paramedic assistance is needed
- After notifying Security communications desk, EMT Crew will complete evaluation of airway, breathing, and circulation; stabilize any fractures; check all vital signs; stabilize injured jockey on backboard and transport to pre-designated transfer location at the north gate directly adjacent to Fire Station 17
- The following criteria will be followed to request Paramedic assistance
    - Respiration less than 12 or greater than 30
    - Pulse less than 50 or greater than 130
    - Systolic blood pressure less than 90
    - Any open injury to skull
    - Penetrating injury to the neck, chest, abdomen, back or groin
    - Closed head injury involving sustained CS less than 12, unequal pupils, weakness in one or more extremities
    - Suspected spinal cord injury
    - Flail chest
    - Bilateral femur fractures
    - Unstable pelvic fractures
    - Unmanageable airway or full arrest

Back to Top

Outriders/ Assistant Starters

- Outrider will be notified of jockey related accident either by observing accident or being notified by Stewards of accident
- Outrider will respond to accident scene with first priority being to make sure the area is safe from any loose or injured horses
- If Horse Ambulance is required Outrider will notify Stewards
    - Stewards will call Horse Ambulance via radio
- Assistant starters will respond to accident scene to assist in securing the area from any loose or injured horses
- Assistant starters will assist track veterinarian in handling any injured horses
- Should the injury to the horse be severe, Assistant starters will make their best effort to shiel the view of the public by using the screen attached to the Hose Ambulance
- Assistant starters will assist in loading any injured horse into the Horse Ambulance under the supervision of the track veterinarian

Horse Ambulance

- Horse Ambulance driver will be stationed on site during all racing hours and can be contacted via radio
- The Horse Ambulance is staged directly adjacent to main racetrack entry gate during all racing hours
- Ambulance driver is stationed at Horse Ambulance during each race
- Once notified of an accident requiring Horse Ambulance during each race
- Once notified of an accident scene staying as close to the outside rail as possible
- Once on the accident scene, Horse Ambulance driver will follow the instructions of the track veterinarian

Accidents Involving Multiple Jockeys/ Horses

- As Los Alamitos always has two fully staffed BLS Ambulances on duty during all racing hours, should there be an incident involving two or more horses/ jockeys the first ambulance crew which follows the races will asses the situation and call for the backup ambulance to respond to the accident scene if necessary
- Both of the BLS Ambulance units can transport two patients, but if additional transport support is required the Ambulance Crew will notify the Security Communications desk and request the necessary Paramedic support
- The injury protocol followed in single injury incidents will be followed in any multiple injury accident
- The Horse Ambulance procedures will be followed as in a single horse injury incident. The Los Alamitos Horse Ambulance can transport two injured horses at a time. Should additional transportation be needed, a specially equipped backup Horse Ambulance is on site at all times and will be used at the directions of the track Veterinarian

Back to Top

Los Alamitos Race Course
Emergency Protocol
Human/ Horse Ambulance in Paddock (Race Day)

EMT Coverage of Paddock Area

- During the saddling of horses in the paddock on race days one of the two ambulance crews will be stationed directly adjacent to the paddock/ walking ring to respond to any incident
- If there is an incident in the paddock it will be the responsibility of the Paddock Judge to direct al horses and spectators safely away from the incident scene
- Security guard assigned to paddock area will notify stewards and security communications desk of incident
- If there are horses already on the track for an upcoming race, the Stewards will notify the Starter to hold horses behind the gate until situation is resolved
- EMT's will assess any injury and will make the decision if transport is necessary
- If transport is necessary the on site backup ambulance unit and EMT Crew will remain on scene to provide ambulance coverage for upcoming race

Horse Ambulance Coverage of Paddock Area

- If there is an incident in the paddock requiring Horse Ambulance, the security officer assigned to the paddock area will notify the Horse Ambulance driver via radio and the Stewards at extension 2749
- It will be the duty of the Paddock Judge to direct the other horses and spectators away from the injured horse
- The Stewards will notify the Starting ate of the incident. Assistant starters will be dispatched to the paddock to assist loading the injured into the Horse Ambulance
- If there are horses on the track for an upcoming race they will be held behind the Starting ate until the Horse Ambulance exits the track

Back to Top

Los Alamitos Race Course
Accident/ Injury Procedures
Patron Injury

Patron Injury/ Non Live Racing Hours

- If a patron is injured the Security Communications desk is notified immediately at extension 2660. The specific location of the incident is reported and the Security Communications directs on site security personnel to the location
- Security personnel confirm with patron that they request medical assistance. If patron is unable to respond, security personnel request medical assistance
- If patron requests medical assistance or if patron is unable to respond, Security Communications desk calls for Paramedic assistance
- Paramedics responding to patron assistance are pre-instructed to enter Los Alamitos Race Course through main breezeway adjacent to Security Office. If patron is not mobile, Security personnel will escort Paramedics to patron location
- Paramedics will make determination to transport patron to a hospital for treatment

Patron Injury/ Live Racing Hours

- The backup EMT Ambulance Crew is stationed on site
- Patrons with minor medical complaints are directed to the Security Office where Security Communications can radio for EMT crew to check vital signs and advise on additional treatment such as seeing a personal doctor, going to emergency room or medical clinic
- Patrons in need of immediate additional care are kept on site while Paramedic assistance is requested through Security Communications Desk
- Patrons who are not mobile are assisted by EMT crew at location of incident while Paramedic assistance is requested through Security Communications Desk

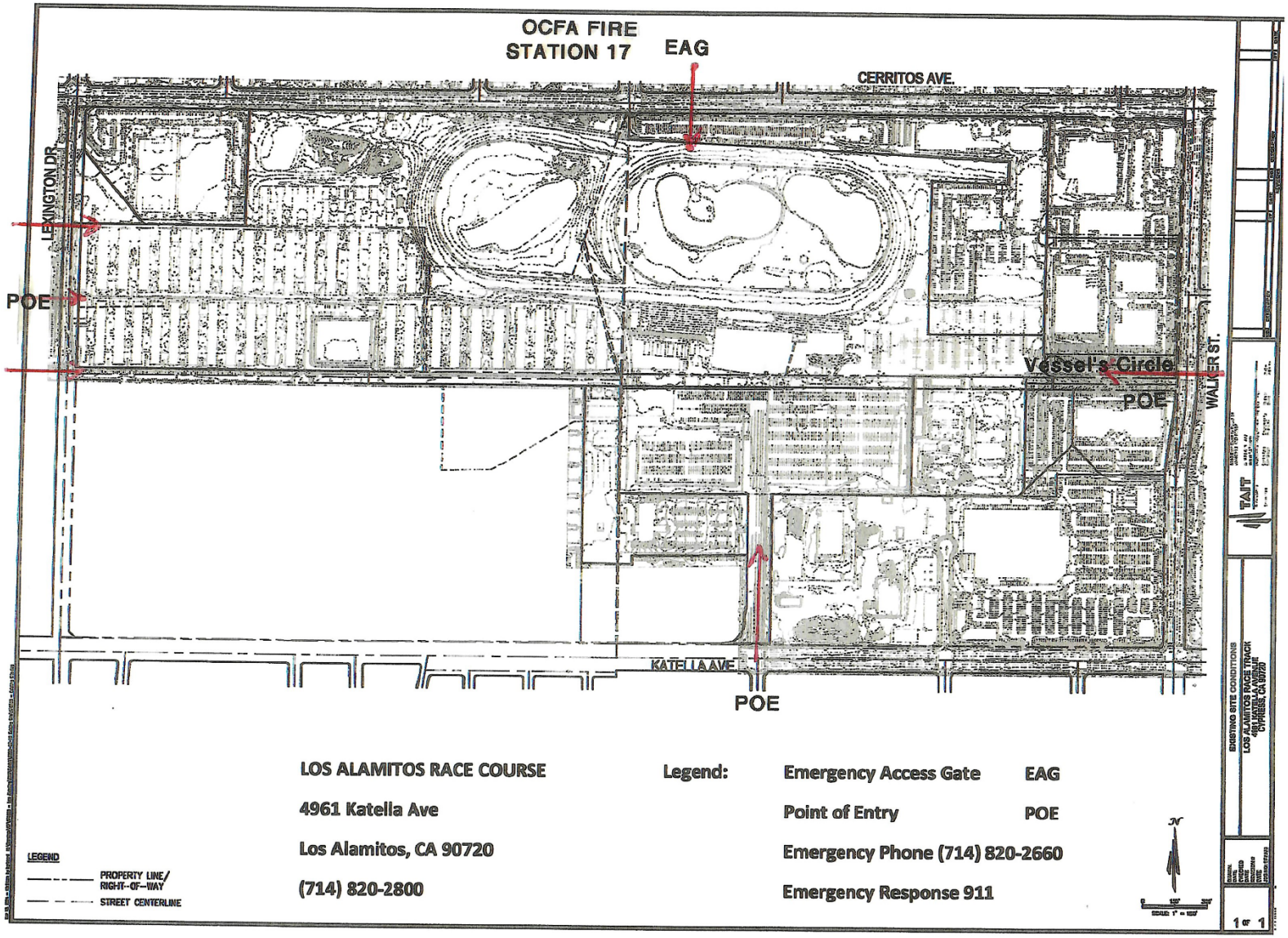
Back to Top

Los Alamitos Race Course
Accident/ Injury Procedures
Employee Injury

- All employee injuries should immediately be reported to Security Communications Desk
- If available, employee's department supervisor will be notified and will respond to injured employee along with Security Department Personnel
- If employee's department supervisor is not available, available members of racetrack administration staff will respond to location
- If injury appears life threatening, the Security Communications desk is directed to call for Paramedic assistance. Paramedics are directed to respond to the Main Breezeway located adjacent to the Security Office
- If the injury is not serious and it is deemed safe to do so, employee will be transported to the Healthpoint Industrial Clinic for treatment

LOS ALAMITOS RACE COURSE
EMERGENCIA MÉDICA
PROCEDIMIENTOS DE RESPUESTA

LOS ALAMITOS RACE COURSE
4961 Katella Avenue
Cypress, CA 90720
Tel. 714.820.2800


OCFA FIRE
STATION 17
EAG
CERRITOS AVE.
LEXINGTON DR.
POE
Vessel's Circle
POE
WALKER ST.
KATELLA AVE
POE
LOS ALAMITOS RACE COURSE
4961 Katella Ave
Los Alamitos, CA 90720
(714) 820-2800
Legend:
Emergency Access Gate EAG
Point of Entry POE
Emergency Phone (714) 820-2660
Emergency Response 911
LEGEND
PROPERTY LINE/ RIGHT-OF-WAY
STREET CENTERLINE
EXISTING SITE CONDITIONS
LOS ALAMITOS RACE TRACK
4961 KATELLA AVE
CYPRESS, CA 90720
TAIT
1 OF 1

Back to Top

Los Alamitos Race Course
Descripción General de Soporte Médico

Entrenamientos Matutinos

- Una unidad de BLS con dos EMTS con licencia y una paramédica en el sitio durante todas las horas de capacitación de la mañana

Dia de la Carrera

- Una unidad BLS con tres EMTS con licencia y una paramédica en el lugar durante todas las horas de carrera
- Respaldo paramédico proporcionado por la estación de bomberos 17 de Orange County ubicada a 100 yardas del acceso de la puerta trasera al hipódromo
- Los Alamitos Medical Center con sala de emergencias las 24 horas ubicado a 1.1 millas de Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 millas)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 millas)

Los Alamitos Race Courses
Procedimientos de Emergencia Médica
Información de Asistencia Médica

Huntington Ambulance, LLC
Información del contacto – Stacey O'Bryan (714)-325-0363 o Jessica Jones (714)-325-0384

Finish Line Self Insurance Group (proveedor de compensación laboral para empleados)
Información del contacto – Michael Lyon (714)-820-2743

Escritorio de Comunicaciones de Seguridad
Información del contacto – (714)-820-2660

Healthpoint Industrial Clinic
7052 Orangewood Avenue #6
Garden Grove, CA 92841
(714)-903-1100

Los Alamitos Medical Center
3751 Katella Avenue
Los Alamitos, CA 90720
(562)-598-1311

University of California Irvine Medical Center
101 City Drive South
Orange, CA 92868
(714)-456-7890

Long Beach Memorial Medical Center
2801 Atlantic Avenue
Long Beach, CA 90806
(562)-933-2000

Los Alamitos Race Course
Entrenamiento Matutino a Caballo/Jinete en la Pista

Comunicaciones por Radio

- Equipo de Ambulancia/ Outriders/ Starting Gate/ Clocker/ Steward de Seguridad/ Veterinario de Pista de Carreras/ Ambulancia de Caballos– Channel 2
- Seguridad para la Respuesta de los Paramédicos – Channel 1

Procedimientos Iniciales Tomados para Caballos o Jinetes

- Outrider notifica al personal de la pista por radio – Channel 2
- Clocker activar luces de advertencia de pista. Tanto los Outriders / Puerta de Seguridad tienen interruptores de luz de advertencia de riel
- Outriders responden a la ubicación del caballo caído o suelto para controlar la escena del accidente
- El personal de la ambulancia responde a la escena del accidente después de observar el incidente o de ser notificado por la llamada de un acompañante
- Clocker hace anuncios a través del sistema de megafonía de la pista advirtiendo de un incidente en la pista
- Los asistentes de arranque dejan de cargar caballos en la puerta y evitan que los caballos accedan a la pista
- Steward de seguridad/ Outrider en la vía adyacente a la puerta detenga el acceso a la vía.
- Si es necesario, el outrider notifica al personal de seguridad para que se comunique con el establo principal para solicitar la respuesta del veterinario a la escena del incident

EMT Procedimientos

- Responder a la escena del incidente
- Hacer una evaluación inicial de las lesiones del ciclista
- si se requiere transporte, EMT's notifique al escolta y al mostrador de comunicaciones de seguridad por radio
- Si se requiere transferencia a la unidad de Paramédicos, EMTS notifique al mostrador de comunicaciones de seguridad.
- Contactos de comunicaciones servicios de emergencia dsipatch que una ambulancia se está moviendo a la ubicación de transferencia pre-designada en la puerta trasera del hipódromo, ubicada directamente junto a la puerta principal del establo
- Si el equipo de la ambulancia realiza transporte directo al hospital más cercano, la vía se cierra hasta que regrese la ambulancia

Los Alamitos Race Course
Protocolo de Accidentes de la Dia de la Carrera

Accidente de Jinete en Pista

Equipo de Ambulancia Humana

- Si un jinete cae durante una carrera, el equipo de ambulancia evaluará inmediatamente la situación con la primera prioridad para mantener al jinete lesionado abajo y quieto.
- Siguiendo el procedimiento de entrenamiento EMT, el equipo de ambulancia hará una evaluación inicial de las vías respiratorias, respiración y circulación de los jinetes lesionados
- Si no se requiere la asistencia de un paramédico, pero se requiere transporte a un hospital, el personal de EMT estabilizará cualquier fractura, tomará un conjunto completo de signos vitales, notificará a las comunicaciones de seguridad por radio que se requiere transporte
- El mostrador de comunicaciones de seguridad notificará al hospital sobre el próximo transporte e informará al personal de la ambulancia por radio
- El equipo de EMT estabilizará al jinete lesionado en el tablero y el transporte a través de la puerta norte
- Si después de hacer la evaluación inicial del jinete lesionado, el equipo de EMT determina que se requiere la asistencia de un paramédico, lo notificarán al Mostrador de Comunicaciones de Seguridad.
- Después de notificar a la mesa de comunicaciones de seguridad, el personal de EMT completará la evaluación de la respiración y la circulación de las vías respiratorias; estabilizar cualquier fractura; comprobar todos los signos vitales; estabilizar al jinete lesionado en el tablero y transportarlo a la ubicación de transferencia previamente designada en la puerta norte directamente adyacente a la estación de bomberos 17
- Se seguirán los siguientes criterios para solicitar la asistencia de un paramédico:
    - Respiración menor de 12 o mayor de 30
    - Pulso menor de 50 o mayor de 130
    - Presión arterial sistólica inferior a 90
    - Cualquier herida abierta en el cráneo
    - Lesión penetrante en el cuello, el pecho, el abdomen, la espalda o la ingle
    - Traumatismo craneoencefálico cerrado que involucra GCS sostenido menor de 12, pupilas desiguales, debilidad en una o más extremidades
    - Sospecha de lesión de la médula espinal
    - Cofre inestable
    - Fracturas bilaterales de femur
    - Fracturas pélvicas inestables
    - Vía aérea inmanejable o paro total

Outriders / Asistentes de Arranque

- El Outrider será notificado del accidente relacionado con el jinete, ya sea observando el accidente o siendo notificado por los Stewards del accidente.
- El Outrider responderá a la escena del accidente siendo la primera prioridad asegurarse de que el área esté a salvo de caballos sueltos o heridos.
- Si se requiere una ambulancia para caballos, Outrider notificará a los comisarios. Los comisarios llamarán a Horse Ambulance por radio o al
- Los asistentes de arranque responderán a la escena del accidente para ayudar a proteger el área de cualquier caballo suelto o herido
- Los asistentes de arranque ayudarán al veterinario de pista a manejar cualquier caballo lesionado
- En caso de que la lesión del caballo sea grave, los asistentes de arranque harán su mejor esfuerzo para proteger la vista del público mediante el uso de la pantalla adjunta a la ambulancia para caballos
- Los asistentes de arranque ayudarán a cargar cualquier caballo lesionado en la ambulancia para caballos bajo la supervisión del veterinario de la pista

Ambulancia para Caballos

- El conductor de la ambulancia para caballos estará estacionado en el lugar durante todas las horas de carrera y se puede contactar por radio o en la
- La ambulancia para caballos está ubicada directamente junto a la puerta de entrada del hipódromo principal durante todas las horas de Carrera
- El conductor de la Ambulancia está estacionado en la Ambulancia para Caballos durante cada Carrera
- Una vez notificado de un accidente que requiere Ambulancia a Caballo, el conductor ingresará inmediatamente a la vía y procederá al lugar del accidente permaneciendo lo más cerca posible del riel exterior
- Una vez en la escena del accidente, el conductor de la Ambulancia a Caballo seguirá las instrucciones del veterinario de la pista

Accidentes Que Involucran a Varios Jinetes / Caballos

- Como Los Alamitos siempre tiene dos Ambulancias BLS con personal completo en servicio durante todas las horas de carrera, en caso de que haya un incidente que involucre a dos o más caballos / jinetes, el primer equipo de ambulancia que sigue a las carreras evaluará la situación y llamará a la ambulancia de respaldo para que responda a la escena del accidente si es necesario
- Ambas unidades de ambulancia de BLS pueden transportar a dos pacientes, pero si se requiere apoyo de transporte adicional, el equipo de ambulancia notificará al mostrador de comunicaciones de seguridad y solicitará el apoyo paramédico necesario
- El protocolo de lesiones seguido en incidentes de lesiones individuales se seguirá en cualquier accidente de lesiones multiples
- Los procedimientos de ambulancia para caballos se seguirán como en un incidente de lesión de un solo caballo. La ambulancia de caballos de Los Alamitos puede transportar dos caballos heridos a la vez. Si se necesita transporte adicional, una ambulancia de caballos de respaldo especialmente equipada está en el lugar en todo momento y se utilizará en la dirección de la pista Veterinario

Los Alamitos Race Course
Protocolo de Emergencia
Ambulancia para Humanos / Caballos en el Paddock (Dia de la Carrera)

Cobertura de EMT del área de paddock

- Durante el ensillado de caballos en el paddock en las dia de la carrera, uno de los dos equipos de ambulancia estará estacionado directamente al lado del paddock / ring para caminar para responder a cualquier incidente
- Si hay un incidente en el paddock, será responsabilidad del Juez de Paddock dirigir a todos los caballos y espectadores lejos de la escena del incidente de manera segura
- El guardia de seguridad asignado al área del paddock notificará a los comisarios y al mostrador de comunicaciones de seguridad del incidente
- Si ya hay caballos en la pista para una próxima carrera, los Comisarios notificarán al Starter para mantener a los caballos detrás de la puerta hasta que se resuelva la situación
- Los técnicos de emergencias médicas evaluarán cualquier lesión y tomarán la decisión si el transporte es necesario
- Si el transporte es necesario, la unidad de ambulancia de respaldo en el lugar y el equipo de EMT permanecerán en el lugar para brindar cobertura de ambulancia para la próxima carrera

Cobertura de Ambulancia para Caballos en el área de Paddock

- Si hay un incidente en el paddock que requiera la ambulancia para caballos, el oficial de seguridad asignado al área del paddock notificará al conductor de la ambulancia para caballos por radio y los Stewards en ext. 2749
- Será deber del juez de paddock alejar a los demás caballos y espectadores del caballo lesionado
- Los Comisarios notificarán a la Puerta de Salida del incidente. Los asistentes de arranque serán enviado al paddock para ayudar a cargar a los heridos en la ambulancia a caballo
- Si hay caballos en la pista para una próxima carrera, se mantendrán detrás de la salida puerta hasta que la ambulancia a caballo salga de la pista

Back to Top

Los Alamitos Race Course
Procedimientos de Accidentes / Lesiones
Lesión del Patrón

Lesión del Patrón/ No Horas de Carreras en Vivo

- Si un usuario se lesiona, se notificará inmediatamente al mostrador de comunicaciones de seguridad a la ext. 2660. Se informa la ubicación específica del incidente y las Comunicaciones de Seguridad dirigen al personal de seguridad del sitio al lugar.
- El personal de seguridad confirma con el cliente que solicita asistencia médica. Si el patrón es sin poder responder, el personal de seguridad solicita asistencia médica
- Si el cliente solicita asistencia médica o si el cliente no puede responder, el mostrador de comunicaciones de seguridad solicita la asistencia de un paramédico
- Los paramédicos que responden a la asistencia de los clientes reciben instrucciones previas para ingresar al hipódromo de Los Alamitos a través del corredor principal adyacente a la oficina de seguridad. Si el cliente lesionado es móvil, los paramédicos se reunirán con el cliente en la oficina de seguridad. Si el cliente no es móvil, el personal de seguridad acompañará a los paramédicos a la ubicación del cliente
- Los paramédicos tomarán la determinación de transportar al cliente a un hospital para recibir tratamiento

Lesión del Patrón/ Horas de Carreras en Vivo

- La tripulación de ambulancia EMT de respaldo está estacionada en el sitio
- Los usuarios con quejas médicas menores son dirigidos a la Oficina de seguridad donde el personal de EMT puede verificar los signos vitales y asesorar sobre tratamientos adicionales, como ver a un médico personal, ir a la sala de emergencias o una clínica médica
- Los usuarios que necesitan atención adicional inmediata se mantienen en sitio mientras se solicita la asistencia de un paramédico a través del mostrador de comunicaciones de seguridad
- Los usuarios que no son móviles son asistidos por el personal de EMT en el lugar del incidente mientras la asistencia paramédica se solicita a través del mostrador de comunicaciones de seguridad

Los Alamitos Race Course
Procedimientos de Emergencia Médica
Lesión del Empleado

- Todas las lesiones de los empleados deben informarse inmediatamente al escritorio de comunicaciones de seguridad
- Si está disponible, el supervisor del departamento del empleado será notificado y responderá a empleado lesionado junto con el personal del Departamento de Seguridad
- Si el supervisor del departamento del empleado no está disponible, los miembros disponibles del personal de administración del hipódromo responderán a la ubicación
- Si la lesión parece ser una amenaza para la vida, se indica al mostrador de comunicaciones de seguridad que llame para solicitar asistencia paramédico. Se indica a los paramédicos que respondan al pasillo principal ubicado junto a la oficina de seguridad
- Si la lesión no es grave y se considera seguro hacerlo, el empleado será transportado a la Clínica Industrial Healthpoint para recibir tratamiento

Back to Top

LOS ALAMITOS
RACE COURSE

Date: June 10, 2024

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

RE: Exemption from Board Rule 1927 Compliance

Dear Mr. Chaney,

Each year Los Alamitos Race Course (LARC) receives a Fire and Life Safety Clearance Letter that establishes LARC has a reasonable degree of Fire and Life Safety. This clearance letter is submitted to the CHRB as part of our Racing License Application each year. Please find a current Orange County Fire Authority Fire and Life Safety Clearance Letter attached dated February 26,2024.

Los Alamitos Quarter Horse Racing Association is requesting an exemption from the 45-day provision in Board Rule 1927, Fire Prevention.

The Orange County Fire Authority (OCFA) conducts their Fire Inspections on an annual basis. The OCFA considers the fire and life safety clearance letter dated February 26,2024 to be valid for a period of not less than one calendar year from the time issued. Due to OCFA scheduling limitations they will not schedule an additional inspection within the same calendar year. The OCFA considers LARC in full compliance with Fire and Life Safety codes and regulations.

For that reason, a fire inspection and new fire clearance letter cannot be obtained within the required 45-day window prior to the start of our proposed race meet. Understanding that it is beyond the control of LARC to comply with this section of Board Rule 1927, Los Alamitos Race Course is requestion an exemption from the 45-day provision in Board Rule 1927

Respectfully,

Frank Sherren
Facility Manager
Los Alamitos Race Course

4961 Katella Ave • Cypress, CA 90720 • ph 714-820-2800 • fax 714-820-2820

Back to Top

City of Arcadia

Fire Department

May 22, 2024

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, 2024, through December 10, 2024.

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.

Chen Suen
Fire Chief

Sincerely,

Mark Krikorian
Fire Marshal

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

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

Back to Top

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

February 26, 2024

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 Los Alamits Race Course maintains a reasonable degree of fire safety throughout the year and there are currently no open fire code violations.

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

Respectfully,

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

Back to Top

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

Monday, 29 July, 2024

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 July 29 2024

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

Back to Top

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Self insured; Finish Line Self Insurance Group. Certificate #4524-001

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: Handicappers: Today's Racing Digest, Jason Karches, 2080 Las Plamas, Carlsbad, CA 92009

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: $104,000
Promotional/Marketing budget for prior race meeting: $93,000

C. Number of hosts and hostesses employed for meeting: 8

D. Describe facilities set aside for new fans. Special mutuel windows designated for newcomers

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

1. Horsemen — Renovation of bathrooms among other improvements on backside.
2. Fans — New video monitors & ongoing sports bar upgrades
3. Facilities in the restricted areas — Renovation of bathrooms among other improvements on backside.

Number: 4524-001

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

LOS ALAMITOS RACING ASSOCIATION AND QUARTER HORSE RACING, INC, A GENERAL PARTNERSHIP, DBA LOS ALAMITOS RACE COURSE

(Name of Affiliate)

FINISH LINE SELF INSURANCE GROUP, INC.

(Master Certificateholder)

has complied with the requirements of the Director of Industrial Relations under the provision of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF JULY 2005

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

MARK T. JOHNSON, MANAGER

JOHN M. REA, DIRECTOR

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Aministrative Code, Group 2 --Administration of Self-Insurance.

Form A-4 -10 A

Back to Top

Back to Top

POST TIME
SELF INSURANCE GROUP

Steps Required in Reporting a Workers Compensation Accident

1. **Immediately Report an accident** to Post Time Self Insurance Group (714) 820-2743. **You must report the incident within 24 hours.**

2. **Obtain a treatment authorization form** from the Post Time Self Insurance Group Office or, **if on a weekend, from the Security office.**

3. Go to the **designated clinic** for treatment.
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

Back to Top

FINILIN-03 PRZEMIELEWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2023

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: Sara Przemielewski PHONE (A/C, No, Ext): (925) 660-3531 FAX (A/C, No): E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corp — 15105
INSURED Finish Line Self Insurance Group, Inc 4961 Katella Avenue Los Alamitos, CA 90720	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4067341	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Los Alamitos Race Course Start Date: 01/01/24

Coverage Extended as of start date above to employees assigned to listed trainer for Horse Racing and Training Codes: 8631, 8278.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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19. SCHEDULE OF CHARGES

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

Admission (general)	$3, $2 Seniors
Admission (clubhouse)	$10 Vessels, $10 Burgart's
Reserved seating (general)	Free
Reserved seating (clubhouse)	Free
Parking (general)	Free
Parking (preferred)	$5 premium
Parking (valet)	Not offered
Programs (on-track)	$2.50
(off-track)	$2.50

B. Describe any "Season Boxes" and "Turf Club Membership" fees. None

C. Describe any "package" plans, such as combined parking, admission, and program. None

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 60

☒ 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. Separate quarters with showers, lockers and sauna.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) will be completed prior to the race meet on (date) .

B. Number of rooms used for housing on the backstretch of the racetrack: 228 out of 344

C. Number of restrooms available on the backstretch of the racetrack: 13

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 18/1

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: 5,100 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. 81% sand, 16% silt and clay, 3% organic

C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 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. The inner rail is a slant rail with and aluminum face and a three foot galvanized safety panel. The outside rail is a gooseneck design with a 4 x 6 steel tubing as the rail. A height of 40 inches is maintained on both rails.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent, Dennis Moore, Track Consultant.

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 exception

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.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top



2024

RACE MEET AGREEMENT

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

THOROUGHBRED OWNERS OF CALIFORNIA

September 11, 2024

Through

September 24, 2024

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

TABLE OF CONTENTS

I. RACE MEET 1
II PURSE DISTRIBUTION 2
III. GROSS DISTRIBUTION 2
IV. TOC AND CTT DISTRIBUTIONS 3
V. NET DISTRIBUTION 3
VI. STAKES SCHEDULE 4
VII. DAILY MUTUEL HANDLE 5
VIII. UNIFORMITY AND CONSISTENCY 6
IX. RACING PROGRAMS 7
X. NUMBER OF HORSES IN A RACE 12
XI. DISTRIBUTION ESTIMATED 12
XII. FIRST POST TIME 13
XIII. TOC COVENANTS 13
XIV. TRACK COVENANTS 13
XV. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE 14
XVI. MAIDEN AND CAL-BRED RACES 14
XVII. MUTUALITY 14
XVIII. STALL ASSIGNMENTS 15
XIX. STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES 16
XX. ANTI-MONOPOLY PROVISION 16
XXI. FIRE AND DISASTER INSURANCE 17
XXII. ACCESSIBILITY TO TRACK 17
XXIII. DEFAULT 17
XXIV. BINDING 18
XXV. INCONSISTENT LANGUAGE 18
XXVI. OWNERS' PROPRIETARY RIGHTS 18
XXVII. RACE SPONSORSHIPS 19
XXIII. DAILY FANTASY SPORTS 19
XXIX. INTRASTATE SIMULCASTING 20
XXX. INTERSTATE SIMULCASTING (EXPORT) 20
XXXI. INTERSTATE SIMULCASTING (IMPORT) 21

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

XXXII. INTERNATIONAL SIMULCASTING (EXPORT) 21
XXXIII. INTERNATIONAL SIMULCASTING (IMPORT) 22
XXXIV. INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW") 22
XXXV. RECEIVING BARN 22
XXXVI. CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS 22
XXXVII. CREDENTIALS 23
XXXVIII. FUTURE RACE MEET AGREEMENTS 23
XXXVIX. NOTICES 23
XL. SUCCESSORS AND ASSIGNS 24
XLI. MODIFICATIONS 24
XLII. INTERPRETATION 24
XLIII. RESERVATION OF RIGHTS 25
SIGNATURE PAGE 24
STAKES SCHEDULE ..... Exhibit A
OVERNIGHT PURSES ..... Exhibit B
FIRE AND DISASTER INSURANCE ..... Exhibit C
INTERSTATE SIMULCAST APPROVALS ..... Exhibit D
INTERNATIONAL SIMULCAST APPROVALS ..... Exhibit E

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

2024 RACE MEET AGREEMENT

Los Alamitos Racing Association
September 11, 2024 through September 24, 2024

THIS AGREEMENT is entered into by and between Los Alamitos Racing Association (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 2024 Meeting, except as otherwise provided herein.

RECITALS

WHEREAS, TRACK is a duly licensed Fair or 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 and/or the Thoroughbred portion of race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing September 11, 2024 through September 24, 2024, herein referred to as the "2024 Summer Meet".

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

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.

GROSS DISTRIBUTION

Whenever the term "GROSS DISTRIBUTION" is used herein, it shall mean and refer to those portions of the funds handled in TRACK's parimutuel 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*, decreased by the amount of the overpayment of purses during TRACK's 2023 Meet, if any.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2023 Meet if applicable 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.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

IV.

TOC AND CTT DISTRIBUTIONS

In addition to the purse money specified in Paragraph V below, and pursuant to the Horse Racing Law, TRACK will pay to TOC and CTT by three separate checks, two and a half percent (2.5%) of the Gross Distribution to be used as follows: one percent (1%) to TOC and half of one percent (1/2%) to CTT for administrative expenses and services rendered to horsemen (checks payable to TOC and CTT, Inc., respectively), and one percent (1%) for a pension program for backstretch personnel to be administered by CTT (check payable to CTT Backstretch Pension Fund).

Payment shall be made when TRACK determines total purse money generated during the 2024 Meet but in no event longer than 30 days from the close of the 2024 Meet.

V.

NET 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. *and,*
3. Funds authorized for the Cal-bred Maiden Bonus program by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses a sum not less 97 1/2% of the Gross Distribution and will pay the remaining 2 1/2% as set forth in Articles III and IV. The amounts payable in stakes and overnight purses will hereafter be referred to as “Net Distribution,” regardless of any actual underpayment or overpayment of such amounts payable. By way of example only, and solely by way of clarification: If, at said 2024 Meet, TRACK’s Gross Distribution was $1,000,000.00, TOC would receive one percent (1%); CTT would receive one-half of one percent (1/2%); CTT Backstretch Pension Fund would receive one percent (1%). The Net Distribution would be $975,000.00.

TRACK shall, during the 2024 Meet, include in purse money available from any underpayment from the 2023 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 2 1/2% fund generated during the 2024 Meet reduced by 2 1/2% and paid to TOC and CTT in the same percentages as provided in Articles IV and V.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

VI.

STAKES SCHEDULE

From the total purse distribution available for the 2024 Meet, the amount of horsemen's money paid as stakes shall be in accordance with the schedule attached hereto and made a part hereof as Exhibit "A," unless otherwise agreed upon by TRACK and TOC.

When a division of stakes event is necessary, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled, provided further, however, that, when a stakes originally scheduled for $75,000 or more is split, each division shall be run for a purse of $60,000. Additional purse money paid as the result of splitting a stakes shall be considered stakes money and shall not be considered overnight monies.

TRACK shall not split a stakes race without first obtaining the written approval of TOC.

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

For all other stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

In the event that any overnight stakes race receives entries from fewer than six (6) separate wagering interests with less than four (4) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for the 2024 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2024 /Meet.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

VII.

DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of April 7, 2024 the current overpayment in the combined purse accounts for the 2023 Thoroughbred and Fair meets, is estimated to be approximately $262,816 (includes allocation by TOC of purse enrichment). Depending on the results of these three Meets, adjustments may need to be made in the purse levels of those Meets. The purse levels for the LACF at Los Alamitos Meet have been approved by TOC and the purse levels for the other two Meets will be considered in the negotiation of the Race Meet Agreements of the other two Meets.

Notwithstanding anything to the contrary provided herein, if at any time during the 2024 Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the projected final average daily purse generation will be meaningfully less than the budgeted 2024 average daily purse generation, or in the event the purse projections for the 2024 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; e.g., if overall purses are reduced by ten (10) percent, then the total stakes program shall be reduced by ten (10) percent, and the total overnight purse schedule, shall be reduced by ten (10) percent. TRACK shall not decrease purses without prior written consent from TOC.

Notwithstanding anything to the contrary provided herein, if it appears to TRACK and TOC at any time during the 2024 Meet that the average daily purse generation will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. Any such increases in overnight purses shall occur both retroactively and prospectively.

The Overnight Purse schedule is attached hereto and made a part hereof as Exhibit B. TRACK agrees to obtain prior written approval from TOC with respect to any changes in types of races and purses offered for such races that differ from types of races and purses approved by TOC in Exhibit B.

VIII.

UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to establish consistency and uniformity for overnight purse schedules. The Condition Book for the 2024 Meet shall be submitted to TOC for its approval, prior to its publication. Without the prior written consent of TOC, which will not be unreasonably withheld, TRACK shall not increase nor decrease overnight purses for races which are written for the same quality of horses and substantially the same conditions as those provided in the 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

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

cause a substantial or radical effect on the amount of parimutuel handle for the 2024 Meet. Any such changes, however, can be made only after first obtaining the written approval of TOC, which will not be unreasonably withheld.

IX.

RACING PROGRAMS

TRACK 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 written consent of TOC, and purse monies paid thereunder shall not be deemed a part of the total stakes purses for the 2024 Race Meet. The owner of each horse entered in such races shall be required to pay a reasonable nomination fee. The same scratch policy shall apply as in normal overnight races.

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 during TRACK's 2024 Meet, other than as provided for herein.

Purses paid for overnight races during the 2024 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 prior written consent of TOC. Said changes, if any, shall be applied proportionately across all types and conditions of overnight races.

TRACK further agrees that:

1. The minimum claiming price for maiden Thoroughbreds shall be $20,000.00 provided further that the minimum claiming price offered in Cal-Bred maiden races will be $32,000.00.

2. Races shall be written in such a manner as to not penalize a horse for its maiden win;

3. Purses for Cal-Bred races shall be equivalent to purses paid in “open” races for substantially the same class and conditions.

4. 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;

5. Purses for all overnight races run during the 2024 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.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

Purses for all stakes races run during the 2024 Meet shall be divided and paid to the owner(s) of the horses finishing first through tenth as follows:

- Fifty-five percent (55%) of the purse to the winning owner.
- Eighteen (18%) for second;
- Twelve (12%) for third;
- Six (6%) for fourth;
- Four (4%) for fifth;
- Two (2%) for sixth;
- One (1%) for seventh and eighth; and,
- Half (0.5%) for ninth and tenth.

In the event there are not enough starters in a stakes race, and correspondingly finishing purse distributions, to maintain "black type" status pursuant to ICSC guidelines of such a scheduled stakes race, TRACK will notify TOC for permission to redistribute unused finishing purse distributions proportionately to actual starters.

6. A "Participation Purse" in the amount of $500.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

7. The "date" system as mutually agreed to by TRACK and TOC shall be utilized for purposes of determining which horses have priority when entering races;

8. Reasonable efforts shall be used so as to run an average of not more than one starter allowance race per day;

9. 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;

10. Minimum qualifying claiming levels for purposes of the Cal-bred Race Fund Incentives shall be $40,000.00;

11. Four-furlong races will only be offered and run with purses in accordance with the schedule attached Exhibit B during the 2024 race meet. Purses for 4 furlong races will be evaluated on an annual basis.

12. 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

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK from purse account 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;

13. In the event overnight purses are increased during the course of the 2024 Meet, retroactive increases in the Cal-Bred Incentive and Allowance race programs described in this Article will be made, unless otherwise specifically agreed by TRACK and TOC;

14. Appropriate “Finish Line” signage, equal in size and character to any Los Alamitos sign, shall be maintained, at no cost to TOC, in the first position past the finish line during the TRACK’s 2024 Meet;

15. Within thirty (30) days following the 2024 Meet, a complete written account of all Paymaster earnings during the 2024 Meet shall be provided to TOC, at no cost.

For purposes of this agreement and/or any other aspect of the race meet to which such terms may apply, "short" shall mean race distances less than one mile and "long" shall mean race distances equal to or greater than one mile.

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

1. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2024 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;

2. The following are the workout criteria that will be in effect for the 2024 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2024 Meet are as follows:

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

(a) For 3 year-olds and up, all first-time starters: three works; one at least 5/8 mile; the other two at least 3/8 mile, and gate approval.

(b) For 2 year-olds, all first-time starters; two works; one at least 1/2 mile; the other one at least 3/8 mile and gate approval.

(c) Horses, which have not raced in 90 days: three works with at least two works during the last 60 days and one work during the last 30 days.

(d) Horses, which have not raced in 60 days: two works, with one during the last 30 days.

(e) Horses, which have not raced in 30 days: one work at least 3/8 mile within those 30 days.

(f) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards.

(g) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

3. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2024 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2024 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.

4. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race, provided the scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race at the TRACK on either of the next two following days of entries. It is understood by the Parties that all such scratches require the concurrence of the Stewards.

5. 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 fourteen (14).

6. 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.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

7. 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.

8. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.

   Further, should TRACK elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision, in writing.

   Should TRACK desire to conduct more races on any given race day than the proposed number included in TRACKS's approved CHRB license application; TRACK shall first obtain written approval from TOC.

9. Subject to Guidelines of the Orange County Health Department, 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.

10. Subject to Guidelines of the Orange County Health Department, 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.

11. 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.

12. 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 hereinbelow in

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

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.

X.

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 2024 Meet, and provided such horses are stabled on the grounds 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 the 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 or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

XI.

DISTRIBUTION ESTIMATED

Because the total amount available for distribution as stakes and overnight purses is dependent upon the amount of TRACK’s parimutuel pools and the breakage, and since the total amount of such pools and breakage will not be known until the conclusion of the 2024 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 2024 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 succeeding year. Any underpayment shall either be retroactively paid for the Meet or carried over by TRACK to be used as purses during the next Race Meeting conducted by TRACK, as determined by TOC.

The amount carried over for purses, if any, shall accrue interest commencing from the close of the 2024 Meet to the commencement of the next Meet.

XII.

FIRST POST TIME

The first post of TRACK’s daily racing program shall begin at 12:30 p.m. on weekends and 1:00 p.m. on weekdays. Should TRACK request a change in post times from their approved license application, TRACK will request written approval from TOC and such approval will not be unreasonably withheld. For all subsequent meets; TRACK shall furnish TOC with a copy of

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

their license application concurrently when they apply to CHRB in order for TOC to have ample time to review and support.

XIII.

TOC COVENANTS

During the term of this Agreement and as long as TRACK is not in breach of the terms of this Agreement, 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.

XIV.

TRACK COVENANTS

During the term of this Agreement and as long as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2024 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.

XV.

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.

XVI.

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 2024 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 2024 Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

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

A Cal-Bred race shall not be opened up in the event that a sufficient number of Cal-Bred horses are entered to meet the requirements of this Agreement with respect to the minimum number of starters required to fill a race.

XVII.

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 plain through maintenance of high standards of fairness and honesty.

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.

XVIII.

STALL ASSIGNMENTS

In the allocation and assignment of stall space for thoroughbreds, so long as owner and trainer are duly licensed, TRACK will not discriminate in any way against any owner by reason of 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 if TOC shall then believe the claim to have merit, it shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

Stalls will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

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 agrees that its stalls will be ready, available, and allocated, and the track will, with respect to the 2024 Meet, be open, available, and in condition for training at no charge to horsemen at least 10 days prior to the opening day of the 2024 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

TRACK agrees that the track will be open, available and in condition for training at no charge to horsemen at least two (2) days following the close of the 2024 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

In the event training activities are interrupted by a special event, TRACK agrees to notify TOC prior to execution of any special event agreement (e.g., vendor agreement) to determine a reasonable remedy for the interruption of training.

TRACK agrees that it will keep the track in a safe condition during the 2024 Meet and while the track is open for training preceding and following the 2024 Meet.

XIX.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least 60 days prior to the opening of its 2024 Meet, notify the California Horse Racing Board and TOC that 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.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at authorized auxiliary facilities well in advance of the opening of TRACK's 2024 Meet.

TRACK and TOC agree to use their best efforts to cause horsemen to be reimbursed promptly for vanning as provided in the California Horse Racing Law.

TRACK agrees to provide to TOC a written report on the occupancy and/or availability of stalls at TRACK during the ten day period preceding the opening of the 2024 Meet, during the 2024 Meet and for five days following the 2024 Meet.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

XX.

ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2024 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 seek 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.

XXI.

FIRE AND DISASTER INSURANCE

The fire and disaster insurance policy is attached as Exhibit C. 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 C 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 C terminate during the Term. Additionally, if no policy is attached as Exhibit C 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.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

XXII.

ACCESSIBILITY TO TRACK

Stable access stickers will be issued to all TOC Board members and authorized personnel of TOC and will be valid all hours commencing at 10:00 a.m.

XXIII.

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 costs of suit, including a reasonable attorney's fee.

XXIV.

BINDING

This Agreement shall be binding on and inure to the 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).

XXV.

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.

XXVI.

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

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

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 organizations, 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. TRACK shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast or re-broadcast thoroughbred races conducted at TRACK.

TOC, on behalf of all owners participating in TRACK's 2024 Meet, consent to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2024 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 weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2024 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.

XXVII.

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, for race sponsorships TRACK shall pay to purses or TOC 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.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

XXIII.

DAILY FANTASY SPORTS

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

XXIX.

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.*

XXX.

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 D. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other interstate satellite locations.

TRACK and TOC agree that Exhibit D to this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said letter agreement 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 percentage the handle source. As a further condition of TOC's consent, TRACK must require its tote vendor with respect to each location

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

that engages in ADW wagering, to agree to and provide to TRACK and TOC within 10 days following the close of TRACK's meet, the breakdown for each location's daily handle as between ADW wager and other than ADW wagers.

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 agrees that TOC's consent to simulcast TRACK's races to interstate simulcast locations provided for herein shall not constitute a waiver of TOC's and owners' rights to pursue whatever legal remedies available which TOC and owners may have to obtain fifty percent (50%) of all net decoder revenue (to be used for purses and retroactive payment of purses) received by TRACK during the 2024 Meet and prior meets conducted 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 has 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.

XXXI.

INTERSTATE SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-state locations. The parties expressly agree that any and all interstate/out-of-state simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.2 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed 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*.

XXXII.

INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit E. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

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

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

XXXIII.

INTERNATIONAL SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-country locations. The parties expressly agree that any and all international/out-of-country simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.3 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-country locations from whom TRACK intends to import races for wagering purposes.

Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

XXXIV.

INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

XXXV.

RECEIVING BARN

TRACK agrees that it will at all times during the term hereof maintain the receiving barn in a clean and orderly condition.

XXXVI.

CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior written consent of TOC, TRACK shall not, during the pending race meeting, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels, or eligibility requirements, that

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were utilized during TRACK's 2024 Meet, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's stall application form or contained within the Condition Books that were utilized during TRACK's 2024 Meet.

XXXVII.

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 2024 Meet.

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.

TRACK further agrees to issue to all TOC Board members and its President and Executive Director, VIP or "officials" credentials for the 2024 Meet, including but not limited to, an "official's" pin and Vessels Club, or equivalent, guest pass. All other TOC-authorized personnel, up to a maximum of five (5) shall receive an "official's" credential.

TRACK agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing.

XXXVIII.

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 a 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 XVI herein.

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XXXVIX.

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:

Ms. Cathy Allred
Secretary
Los Alamitos Racing Association
4961 E. Katella Avenue
Los Alamitos California 90720

(b) If to TOC:

Mr. William A. Nader
President & CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

XL.

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).

XLI.

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 in writing duly executed by an authorized representative of each party.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

XLII.
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.

XLIII.
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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers.

LOS ALAMITOS

DocuSigned by:
Cathy Allred
FEEB53D0A61B425...

7/18/2024
Dated:

Ms. Cathy Allred
Secretary

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

DocuSigned by:
William A. Nader
20CE9094162E418...

7/18/2024
Dated:

Mr. William A. Nader
President & CEO

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

EXHIBIT A

2024 STAKES SCHEDULE

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, September 5, 2024

Saturday, September 14, 2024 — $75,000 Guaranteed

E.B. JOHNSTON STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Thursday, September 12, 2024

Saturday, September 21, 2024 — $125,000 Guaranteed

DARK MIRAGE STAKES
For Fillies And Mares Three Year Olds and Upward
One Mile

$50,000 of Dark Mirage Stakes are sponsored by Dr. and Ms. Allred.

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

EXHIBIT B
2024 OVERNIGHT SCHEDULE

LACF PURSES	
CONDITION	PURSES
MDN CLM 20,000	$ 18,000.00
MDN CLM 30,000	$ 20,000.00
MDN CLM 40,000	$ 23,500.00
MDN CLM 50,000	$ 26,000.00
MDN CLM 75,000	$ 30,000.00
MDN ALW	$ 40,000.00
CLM 6,250	$ 12,000.00
CLM 6,250 CLAUSE	$ 11,000.00
CLM 8,000	$ 13,000.00
CLM 8,000 CLAUSE	$ 12,000.00
CLM 10,000	$ 17,000.00
CLM 10,000 CLAUSE	$ 16,000.00
CLM 12,500	$ 20,000.00
CLM 12,500 CLAUSE	$ 19,000.00
CLM 16,000	$ 21,000.00
CLM 16,000 CLAUSE	$ 20,000.00
CLM 20,000	$ 25,000.00
CLM 20,000 CLAUSE	$ 24,000.00
CLM 25,000	$ 26,000.00
*CLM 25,000 CLAUSE	$ 25,000.00
CLM 32,000	$ 29,000.00
*CLM 32,000 CLAUSE	$ 28,000.00
CLM 40,000	$ 31,000.00
CLM 50,000	$ 33,000.00
STR ALW 6,250	$ 14,000.00
STR ALW 8,000	$ 15,000.00
STR ALW 12,500	$ 18,000.00
STR ALW 16,000	$ 19,000.00
STR ALW 20,000	$ 20,000.00
STR ALW 30,000	$ 26,000.00
STR ALW 40,000	$ 29,000.00
STR ALW 50,000	$ 30,000.00
ALW OPT-CLM X1	$ 42,000.00
ALW OPT-CLM X2	$ 44,000.00
OVERNIGHT HANDICAP	$ 75,000.00
STAKES	$ 100,000.00

-1000

-2000

-2000

CAL BRED %		
12%	STR ALW	Plus up to ($$) to CAL BRED Winner's
	STR OPT CLM	
	OPEN CLM OVER $40K	
30%	MDN ALW	Plus up to ($$) to CAL BRED'S
	ALW OPT CLM	
	ALW	

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

EXHIBIT C
FIRE & DISASTER INSURANCE

Attached Hereto

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

EXHIBIT D
INTERSTATE SIMULCASTS

Docusign Envelope ID: 33EBF735-E3D3-4540-BD36-52609C4B67D6

Back to Top

EXHIBIT E
INTERNATIONAL SIMULCASTS

Back to Top

RACE MEET AGREEMENT

2024

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

CALIFORNIA THOROUGHBRED TRAINERS

September 11, 2024 – September 24, 2024

Back to Top

TABLE OF CONTENTS

I. RACE MEET 2
II. PURSE PROJECTIONS 2
III. CTT DISTRIBUTIONS 2
IV. CONDITION BOOK 3
V. STALL APPLICATIONS 3
VI. STALL ASSIGNMENTS 4
VII. DISPUTE RESOLUTION 5
VIII. HOLDING (TRANSIT) BARN 6
IX. FIRST POST TIME 6
X. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE 7
XI. STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES. . 7
XII. ACCESSIBILITY TO TRACK 7
XIII. ANTI-MONOPOLY PROVISION 8
XIV. CREDENTIALS 8
XV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES 8
XVI. BACKSTRETCH CAFETERIA 10
XVII. TRACK SAFETY 10
XVIII. SIGNAGE & TRAINERS' PROPRIETARY RIGHTS 11
XIX. FIRE, DISASTER AND GENERAL LIABILITY INSURANCE 11
XX. CTT COVENANTS 12
XXI. TRACK COVENANTS 12
XXII. MUTUALITY 12
XXIII. DEFAULT 13
XXIV. EXCHANGE WAGERING 13
XXV. MISCELLANEOUS 13
XXVI. SUCCESSORS AND ASSIGNS 14
XXVII. MODIFICATIONS 14
XXVIII. RESERVATION OF RIGHTS 15
XXIX. BINDING ON ALL SIGNATORIES 15
SIGNATURE PAGE 15

Back to Top

RACE MEET AGREEMENT

LOS ALAMITOS RACING ASSOCIATION

September 11, 2024 – September 24, 2024

THIS AGREEMENT is entered into by and between Los Alamitos Racing Association (hereinafter referred to as "TRACK") and the California Thoroughbred Trainers, Inc., a California Corporation, (hereinafter referred to as "CTT") and becomes effective on September 11, 2024, the first day of TRACK's 2024 Meet, except as otherwise provided herein, (hereinafter referred to as "2024 Meet").

RECITALS

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

WHEREAS, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4, of the *Administrative Code* of the State of California, Rules 2014, through 2043; and

WHEREAS, TRACK and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the 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

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

Back to Top

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 September 11, 2024, through September 24, 2024, which meet is hereinafter referred to as the "2024 Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2024 Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2024 Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2024 Meet the portion deducted for all purses pursuant to Section 19613 of the California *Business & Professions Code.* Specifically, TRACK shall pay one percent (1%) to CTT for the Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT from any and all monies deducted for purses from the gross handle. The amounts payable to 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 any Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

The sums payable under this paragraph shall be paid on by TRACK within sixty (60) days after the close of the race meet or as soon thereafter as feasible, along with a statement indicating the method of calculating such payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

Back to Top

IV.

CONDITION BOOK

TRACK agrees to use its best efforts to make its first Condition Book for the 2024 Meet available to horsemen at least 10 days prior to opening day and agrees that said book will include an index of races.

V.

STALL APPLICATIONS

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

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

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

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

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

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

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

Back to Top

VI.

STALL ASSIGNMENTS

(a) 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 of any trainer in the CTT, or by way of any arbitrary or capricious conduct by TRACK. If any trainer asserts that TRACK shall have so discriminated on such ground or grounds, then the trainer claiming to be so aggrieved may submit his claim to TRACK or to CTT for examination, and if CTT shall then believe the claim to have merit, CTT shall be entitled to present the merits of the grievance on behalf of such trainer to TRACK. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to arbitration before a hearing officer chosen by mutual consent by TRACK and CTT. If TRACK and CTT cannot agree on a hearing officer chosen by mutual consent, a hearing officer shall be appointed immediately by the CHRB.

(b) 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.

(c) TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run. 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, and to TRACK's needs for access to such stalls for repairs, maintenance, and construction. TRACK will assure that stalls being repaired will be substituted for by other stalls at TRACK's cost, if applicable.

(d) 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.

(e) TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should TRACK determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to 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. It is acknowledged that approximately 800 stalls at the Track are leased to the Southern California Stabling and Vanning Committee and that Track does not control the allocation of any of those 800 stalls.

Back to Top

VII.

DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

Back to Top

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

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

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

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

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

VIII.

HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2024 Meet.

IX.

FIRST POST TIME

All Post times for the 2024 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 2024 Meet

must be submitted concurrently to CHRB and CTT for their approval. The first post of TRACK's daily racing program shall begin at 1:00 pm on Thursdays through Sundays.

X.

INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XI.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of the 2024 Meet, notify the California Horse Racing Board 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.

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. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

CTT and TRACK agree to use their best efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in Sections 19535(b) and 19605.7(d) of the Business and Professions Code.

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.

XII.

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.

Back to Top

XIII.

ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2024 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.

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.

XIV.

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 2024 Meet.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, Northern California Manager, Deputy Director, and General Counsel, and members of the CTT Backstretch Employees Pension Administrative Committee VIP or "official" credentials for the 2024 Meet, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, California Horsemen's Safety Alliance, Finish Line Self Insurance Group, Post Time Self Insurance Group, and Edwin J. Gregson Foundation Board Directors, who are not trainers or otherwise covered herein, shall receive an "official" pin.

XV.

TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2024 Meet, TRACK will cause the main track to be open at 5:30 a.m. and to remain open until 10:00 a.m. every day of the week.

Back to Top

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

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

TRACK and CTT agree that they shall work cooperatively in attempts to assess and remedy any conditions that may adversely affect the main track, and inner track, during the 2024 Meet and while the main track, and inner track, are open for training preceding and following the 2024 Meet. TRACK further agrees to use reasonable efforts to maintain the main track, and inner track, surrounding roads and the barn area in good and safe condition.

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

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.

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

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

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

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

Back to Top

XVI.

BACKSTRETCH CAFETERIA

During the 2024 Meet, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVII.

TRACK SAFETY

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 each of TRACK's 2024 Meet, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of TRACK's main track, and inner track, 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 California Horse Racing Board, Breeders' Cup or other entity. 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 California Horse Racing Board, 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.

TRACK will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during TRACK's 2024 Meet, as well as the training period before and after the 2024 Meet as provided for in this Agreement.

Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to TRACK for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track, or inner track must be licensed by the CHRB before said individual enters the main track, or inner track. Additionally, said individual shall follow and comply with all applicable laws, rules and regulations. Moreover, CTT agrees to indemnify and hold harmless TRACK, and its 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, grass

course, or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys or grooms performing their regular duties relating to training.

XVIII.

SIGNAGE & TRAINERS' PROPRIETARY RIGHTS

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

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

XIX.

FIRE, DISASTER AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

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

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

Back to Top

XX.

CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XXI.

TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2024 Meet and shall not file or 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.

XXII.

MUTUALITY

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

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

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, stall applications and applicants, and stabling and vanning, will be referred to this committee in an effort to amicably

Back to Top

and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. Above.

XXIII.

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. If any dispute shall arise hereunder which requires litigation or arbitration, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXIV.

EXCHANGE WAGERING

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

XXV.

MISCELLANEOUS

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

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

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

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

25.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more

parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

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

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

(a) If to TRACK, to ~~F. Jack Liebau, Vice~~ Edward Allred President, Los Alamitos Racing Association, 4961 Katella Ave., Los Alamitos, CA 90720

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

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

XXVI.

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).

XXVII.

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.

Back to Top

XXVIII.

RESERVATION OF RIGHTS

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

XXIX.

BINDING ON ALL SIGNATORIES

The persons signing on behalf of all undersigned parties agree to be bound by the terms of this Agreement, whether directly or indirectly. The persons signing on behalf of the parties designated below herein warrant that they have the legal authority to execute this Agreement. Each undersigned party agrees to take all such actions and to execute all such documents as may be necessary and desirable to implement the provisions of this Agreement fully and effectively. This Agreement is binding on all signatories below without reservation.

LOS ANGELES RACING ASSOCIATION

7/16/2024
Date

~~F. Jack Liebau~~ Edward Allred
~~Vice~~ President

CALIFORNIA THOROUGHBRED TRAINERS, INC.

July 16, 2024
Date

Alan F. Balch
Executive Director

Back to Top

Docusign Envelope ID: F490A8AC-7904-47D5-9FBF-FCBF2D2F7377

Back to Top

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of July 17, 2024 (the "Effective Date") by and between Los Alamitos Racing Association ("TRACK"), 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 TRACK'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, TRACK, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on July 17, 2024 and shall continue through December 31, 2024 (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 TRACK (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. 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 TRACK. TRACK 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.

Docusign Envelope ID: F490A8AC-7904-47D5-9FBF-FCBF2D2F7377

Back to Top

3. NUMBER OF VETERINARIANS AND TECHNICIANS TRACK shall initially hire two (2) furosemide veterinarians and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If TRACK 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, TRACK shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. RACE DAY LASIX ADMINISTRATION PROGRAM

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

b. The syringe used to administer the furosemide shall be placed in an evidence/biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/biohazard tamper-proof bag. The sealed and signed evidence/biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify TRACK and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft and any and all other actions or inactions related to the evidence bag and/or syringe after TRACK has delivered the evidence bag and syringe to the CHRB.

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

5. TOC and CTT COVENANTS

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

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

Docusign Envelope ID: F490A8AC-7904-47D5-9FBF-FCBF2D2F7377

Back to Top

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, TRACK, 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 TRACK, TOC and CTT. Except for TRACK, 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.

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

LOS ALAMITOS RACING ASSOCIATION

DocuSigned by:
By: Cathy Allred
EEEB53D0A61B425...
Name: Cathy Allred
Title: Secretary

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

DocuSigned by:
By: William A. Nader
20CE0094162E418...
Name: William A. Nader
Title: President & CEO

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: Allen Balch
Title: Executive Director

Back to Top

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

LOS ALAMITOS RACING ASSOCIATION

By: _____
Name: Cathy Allred
Title: Secretary

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: William A. Nader
Title: President & CEO

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: ~~Allen Balch~~ Alan F. Balch
Title: Executive Director

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.

7/25/2024

X Cathy Allred

Signature

Signed by: dd20e8b4-3b0c-4533-a21d-4ef3db8f2154

Cathy Allred	Click or tap here to enter text.	
Print Name	Print Title	Date

Back to Top

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR, COMMENCING SEPTEMBER 18, 2024, AND CONTINUING THROUGH OCTOBER 15, 2024

Board Meeting
August 15, 2024

Application: The Big Fresno Fair

Breeds: Thoroughbred, Quarter Horse

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

SEPTEMBER 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					

OCTOBER 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No off-site auxiliary stabling.	Rule 1420(g)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No stabling and vanning agreement needed.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire inspection completed on 07/30/24. Received 45-day exemption request.	Rule 1927
Backstretch Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Backstretch inspection will be performed prior to 09/11/24.	Rule 2102
Track Safety Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Track safety inspection scheduled for week of 08/12/24.	Rule 1471(g)
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Coverage valid 07/01/24 to 07/01/25.	Rule 1501

Back to Top

Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 05/15/24. **California Thoroughbred Trainers Association** – received 04/17/24. **Pacific Coast Quarter Horse Racing Association** – received 04/17/24.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Inclement Weather Policy** – received 04/11/24. **Concussion Protocol Policy** – received 04/11/24. **Track Emergency Procedures** – received 07/16/24.	Rule 1432
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding		Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding		BPC 19604 & 19604(b)(1)(C)
Administrative Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Active Licenses Required Signatures	Rule 1481 Rules 1433 & Rule 1437

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.

Back to Top

July 2024

Dear Distinguished Members of the CHRB Board

Subject: 2024 Race Dates

On behalf of the Board of Directors, staff and management of The Big Fresno Fair, we respectfully request that the CHRB review and approve our proposed racing dates for the year 2024. We humbly request to be allowed to race on the following dates: September 21, 22, 28 and 29; October 4-6, 11-14. Our facility is fully aware that it is a privilege to run race dates and not a "given." We are also incredible thrilled to have racing kick off in September in a historic race meet for our track.

We also understand the potential impact of the current record inflation and as such, we are focused on promotions to get people through the Fair gates at a discount and then, of course, fun events at the track to keep our audience engaged and having the best time at the races. Additionally, we are continuing to focus on and maintain our fast and safe track. To date, we have not lost a thoroughbred in the past nine years. We also continue to find ways to bring in new horse racing and wagering enthusiasts – working to build a new, expanded demographic of horse racing fans.

To do this, The Big Fresno Fair has made a strategic move to create new experiences for Fairgoers at the races such as the highly successful Beer & Wine Fest, first added in 2017, which has grown to a sell-out crowd. Additionally, the Fair has created a variety of party package options to get companies and individuals to host their party at the Fair inside the race track in our "Infield Party Tent," as well as on the coveted Luxury Deck and exterior tiers of the Turf Club. Creating memorable – and exclusive – ways to catch the races at our track! We also have a line-up of "themed" days at the races in September to further engage and draw out crowds.

While innovative marketing efforts are imperative to stay relative and help build the racing audience, a well-maintained, topnotch facility is critical to putting on a stellar horse racing meet, as well as having the horse numbers to provide the fullest fields for wagerers. As you all are well aware, this continues to be a struggle but we are focused on working with CARF to engage with horse owners and trainers to encourage racing in Fresno – a track well-liked for its safety and speed, facilities, amenities and overall energy. People in Fresno and the San Joaquin Valley truly love their live horse racing and it remains a tradition for many generations of Fairgoers.

A picture is worth a thousand words, so enclosed in our racing application packet are a few photos of the aforementioned special events, track facilities and the crowds at the races. We have also included a copy of our 2024 Live Racing Marketing Plan and a list of "What's New" at this year's race meet to provide more context to the photos.

If you should have any questions, please feel free to contact us at any time. Thank you in advance.

Respectfully,

Christina Estrada
Interim CEO
(559) 650-3212

Ronnie Mobley
Satellite Facilities Supervisor
(559) 994-3105

Larry Swartzlander
Racing Director
(916) 799-7084

Back to Top

a California joint powers agency

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Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

April 11, 2024

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

Dear Honorable Members of the CHRB Board,

The California Authority of Racing Fairs (CARF) has reviewed and will adopt the provisions outlined in the Inclement Weather Policy as posted on the CHRB website for the duration of all future meets.

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

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

Back to Top

a California joint powers agency

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

April 11, 2024

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

Dear Honorable Members of the CHRB Board,

The California Authority of Racing Fairs (CARF), representing the Alameda County Fair, California State Fair, Humboldt County Fair and Big Fresno Fair, agree to adopt the CHRB Concussion Protocols for the fair racing meets as outlined in the Horseracing Integrity and Safety Authority (HISA) Rule 2192.

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

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

Back to Top

a California joint powers agency

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

July 12, 2024

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the website, for the duration of the proposed race meet.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

Back to Top

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

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: Big Fresno Fair/21st Agricultural Association, 1121 South Chance Avenue, Fresno, CA, 93702, phone: 559-650-3247, fax: 559-650-3326

B. Fair association is a: ☒ District Fair ☐ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person. Christina Estrada, Interim CEO, 559-994-3135, cestrada@fresnofair.com

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: September 18 - October 15, 2024

B. Actual dates racing will be held: September 21, 22, 28, 29, October 4, 5, 6, 11, 12, 13, 14

C. Dates racing will **NOT** be held: September 18, 19, 20, 23, 24, 25, 26, 27, 30, October 1, 2, 3, 7, 8, 9, 10, 15

D. Total number of racing days: 11

E. Days of the week races will be held: Saturday-Sunday, Friday-Sunday, Friday-Monday
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

A. Total number of races: 110

B. Number of races by breed:

99 Thoroughbreds	11 Quarter Horses	Appaloosas
Arabians	Paints	Mules

CHRB CERTIFICATION

Application received: 6/20/24
Reviewed: RP

Hearing date: 8/15/24
Approved date:
License number:

C. Number of races daily:

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

D. Total number of stakes races by breed:
2 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item E that have been altered or added or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). The Bulldog Handicap reduced $25,000 per negotiations with TOC.

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. None.

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: See Exhibit 2

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

4. FAIR ASSOCIATION

A. Names of the fair directors: Terry Gonsalves (President), Gary Chahil (Vice President), Frank Flores (Secretary/Treasurer), Linda Mae Balakian Hunsucker, Jerry Pacheco, Annalisa Perea, Chuck Riojas, Larry Salinas

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Christina Estrada, Interim CEO

Back to Top

CHRB 3.E – CARF EXHIBIT 1

CARF STAKE SCHEDULE - FRESNO

2024	2023	2022
Harris Farms Stakes (CAL-BREDS) $75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Sept. 29	Harris Farms Stakes (CAL-BREDS) $75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Oct. 7	Harris Farms Stakes (CAL-BREDS) $75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Oct. 8
The Bulldog Handicap $50,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 13	The Bulldog Handicap $75,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 15	The Bulldog Handicap $75,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 16

Back to Top

CHRB 3(G) – CARF EXHIBIT 2

BIG FRESNO FAIR, FRESNO

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2024

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

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: Christina Estrada, Interim CEO

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Christina Estrada, Interim CEO, 1121 South Chance Avenue, Fresno, CA, 93702, 559-650-3247, cestrada@fresnofair.com

5. TAKE OUT PERCENTAGE

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

☐ Yes ☒ No

Wager(s) to be adjusted:

Proposed percentage: %

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

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

6. HANDLE HISTORY

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

Year	Handle	Attendance
2023	$18,209,131	47,112
2022	$20,991,093	43,910
2021	$20,496,132	41,575
2020	N/A	N/A
2019	$19,010,636	77,814

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 1,257,270
   Prior meet actual: 858,456

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: 114,297
Prior meet actual: 122,637

2. Overnight stakes:
Current meet estimate: 125,000
Prior meet actual: 150,000

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: 11,364
Prior meet actual: 21,429

3. Non-overnight stakes:
Current meet estimate: 0
Prior meet actual: 0

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 0
Prior meet actual: 0

4. Total Purses (7A1 + 7A2 + 7A3):
Current meet estimate: 1,382,270
Prior meet actual 1,008,456

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

Current meet estimate: 55,194
Prior meet actual: 37,686

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

Current meet estimate:		Prior meet actual:	
CTT	3,074		2,099
TOC	6,148		4,198
NTRA	1,628		1,112
PCQHRA	2,049		1,399
CWRA	0		0
ARAC	0		0
AMRA	0		0
CHBPAPEN	9,222		6,297
CTHF	9,222		6,297
Total:	31,343	Total:	21,402

D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A + 7B + 7C):
Current meet estimate: 1,468,807
Prior meet actual: 1,067,544

Average Daily Purse (7D ÷ number of days):
Current meet estimate: 133,528
Prior meet actual: 152,506

E. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: 1,170,105
Prior meet actual: 798,940

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 106,373
Prior meet actual: 114,134

F. Purse funds to be generated from interstate handle:
Current meet estimate: 70,677
Prior meet actual: 48,258

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 6,425
Prior meet actual: 6,894

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

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth, Inc., 10722 Arrow Route, Suite 110, Rancho Cucamonga, California, 91730, craigbmiller@verizon.net, 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 fair and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 624

B. Minimum number of stalls believed necessary for the meeting: 624

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or

approved training centers: None

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c). 1,037

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Oversight by Dr. Forrest Franklin, 916-585-2050. Dr. William Grantham, 415-860-8113; available at Fresno: September 15-October 15, 2023 from 6 a.m -11a.m. onsite during training hours and workouts. Dr. Ashton Cloninger, 415-254-1630, on live racing days during racing and on-call for emergencies as needed.

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

10. PARI-MUTUEL WAGERING PROGRAM

A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☒ Yes ☐ No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

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

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI	☐ Yes	☐ No

#VE

Race #1	See Exhibit 3	☒ Yes	☐ No
Race #2	See Exhibit 3	☒ Yes	☐ No
Race #3	See Exhibit 3	☒ Yes	☐ No
Race #4	See Exhibit 3	☒ Yes	☐ No
Race #5	See Exhibit 3	☒ Yes	☐ No
Race #6	See Exhibit 3	☒ Yes	☐ No
Race #7	See Exhibit 3	☒ Yes	☐ No
Race #8	See Exhibit 3	☒ Yes	☐ No
Race #9	See Exhibit 3	☒ Yes	☐ No
Race #10	See Exhibit 3	☒ Yes	☐ No
Race #11	N/A	☒ Yes	☐ No
Race #12	N/A	☒ Yes	☐ No
Race #13	N/A	☒ Yes	☐ No

C. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. None.

D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout will occur Monday, October 14, 2024 at Fresno.

E. List any options requested with regard to exotic wagering. No new requests.

F. Will "advance" or "early bird" wagering be offered? Yes ☐ No ☒
If yes, when will such wagering begin? Specify days and time for "early bird" wagering.

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: American Totalisator, Inc. (Am Tote), Representative: Bob Sloan, 443-798-0878, bob.sloan@amtote.com. Contract expires October 29, 2025. Equipment description on file with CHRB.

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	See Exhibit 3
Race #2	See Exhibit 3
Race #3	See Exhibit 3
Race #4	See Exhibit 3
Race #5	See Exhibit 3
Race #6	See Exhibit 3
Race #7	See Exhibit 3
Race #8	See Exhibit 3
Race #9	See Exhibit 3

CHRB 10.B – CARF Exhibit 3

2024 CARF Wagering Menu – Pleasanton, Sacramento, Ferndale, Fresno

	W/P/S	Exacta	Trifecta	Superfecta	DD	Pick 3	Pick 4	Pick 5	Pick 6	Pentafecta
1	X	X	X	X	X	X	X	*	*	
2	X	X	X	X	X	X		*	*	
3	X	X	X	X	X	X		*	*	
4	X	X	X	X	X	*		*	*	
5	X	X	X	X	*	*	*	*	*	
6	X	X	X	X	*	*	*	*	*	*
7	X	X	X	X	*	*	*	*	*	*
8	X	X	X	X	*	*	*	*		*
9	X	X	X	X	*	*	*			*
10	X	X	X	X	*	*				*
11	X	X	X	X	*					*
12	X	X	X	X						*

*When Applicable

Wager	Rule	Takeout	Minimum Wager Amount & Other Information
Win, Place, Show	CHRB 1954	16.77%	$2 Win, Place and Show wagers are available on every race. Place wagers require 4 separate wagering interests and Show wagers require 5.
Exacta	CHRB 1959	24.02%	$1 Exacta on all eligible races.
Trifecta	CHRB 1979	25.02%	$1 Trifecta on all eligible races. Requires 4 wagering interests.
Superfecta	CHRB 1979.1	25.02%	$1 Superfecta (10-cent minimum) on all eligible races. Requires 6 wagering interests.
Daily Double	CHRB 1957	24.02%	$2 Rolling Daily Double
Pick 3	CHRB 1977	25.02%	$1 Rolling Pick 3 on all eligible races.
Pick 4[2]	CHRB 1976.9	25.02%	$1 (50-cent minimum) early and late Pick 4. No consolation; 100% payout; alternate runner provision.
Early Pick 5	CHRB 1976.9	14%	$1 Pick 5 (50-cent minimum) on first 5 races. 100% payout for 5 winners; if none, 25% payout to ticket with most winners. No consolation, 75% carryover to next day's Pick 5 if no ticket has 5 winners; alternate runner provision.
Late Pick 5	CHRB 1976.9	25.02%	$1 Pick 5 (50-cent minimum) on last 5 races. 100% payout for 5 winners; if none, 25% payout to ticket with most winners. No consolation, 75% carryover to next day's Pick 5 if no ticket has 5 winners; alternate runner provision.
Gold Rush Pick 6[1]	ARCI #004-105(G)(2)(g)(16)(b)(ii)	25.02%	20-Cent Jackpot Pick 6. Last 6 races of all cards. 100% payout for a single unique ticket selecting all 6 winners OR 40% payout on multiple tickets selecting all 6 winners or tickets with the most winners. 60% carryover if no single unique ticket.
Gold Strike Super High 5[1]	ARCI 004-105(X)-Pentafecta (5) Option (4), para b	25.02%	20-cent Jackpot Super High 5 on last race of the day. 100% payout for a single unique ticket selecting first 5 finishers OR 40% payout on multiple tickets selecting first 5 finishers. 60% carryover if no single unique ticket, 100% carryover if no tickets with first 5 finishers. Only a single ticket with a unique serial number and .20 cent base wager, or Foreign Equivalent, can trigger the jackpot payout.

[1] In 2024, there will be mandatory payouts of the Pick 5 and Jackpot pools on Monday, October 14, 2024, at Fresno.
[2] In 2024, there will a $100,000 guaranteed pool for the Pick 4 on Sunday, July 7, 2024, at Pleasanton.

Back to Top

Race #10	See Exhibit 3
Race #11	N/A
Race #12	N/A
Race #13	N/A

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the fair for this race meeting. CARF, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with: TVG, XpressBet, Watch & Wager, Twin Spires, Bet America and NYRA Bets CA. Agreements on file with CHRB.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
☒ Yes ☐ No
If yes, attach a copy of the approval.
If no, explain the status of the approval.

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering: Northern California Off Track Wagering Inc. (NCOTWINC). Agreement On File

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: See Exhibit 4

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: See Exhibit 5

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: On See Exhibit 5

F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: See Exhibit 6

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races". See Exhibit 7

Back to Top

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

April 4, 2024

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

RE: 2024 California Authority of Racing Fairs (CARF) ADW Approvals

Dear Larry,

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

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and CARF, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, CARF shall be permitted to transmit race signal to California-licensed ADW providers:

- ODS Technologies, LP: tvg.com & fanduel.com (TVG)
- Churchill Downs Technologies Initiatives Company: twinspires.com, betamerica.com & dkhorse.com (TwinSpires)
- Churchill Downs Technologies Initiatives Company: betamerica.com (BetAmerica)
- NYRAbets, LLC: nyrabets.com & caesarsracebook.com
- Watch & Wager (NYRA)
- XpressBet, LLC: xpressbet.com, 1stbet.com & bets.drf.com (XpressBet)
- Game Play Network, Inc.: bspot.com (Game Play)
- AmWest Entertainment, LLC: amwager.com (AmWest)

to accept wagers on CARF and other Thoroughbred races during the 2024 race meetings, as follows:

1. **California wagering on CARF races:**
   a. TVG, TwinSpires, XpressBet, 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, Game Play and AmWest 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, Game Play and AmWest 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.

Back to Top

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, AmWest and Game Play and 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, AmWest, and Game Play may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
   e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. **Out-of-state wagering on CARF races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 7.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
   b. BetAmerica, Watch and Wager, Game Play and AmWest shall pay a Host Fee of no less than 45% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. The approvals granted in this letter are only applicable to websites and white labels that exist as of today's date and are listed in this agreement. Any new website or white label must receive the prior authorization of the TOC before such new website or white label may commence wagering, which such authorization may be withheld in the TOC's sole discretion. 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, Watch and Wager and AmWest.

Very truly yours,

William A Nader

William A Nader, President & CEO

cc: Heather Haviland, Wayne Atwell

Back to Top

Pacific Coast Quarter Horse Racing Association

May 5, 2024

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

RE: 2024 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This letter confirms that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2024 racing season. Commencing June 2024 and continuing through October 2024, California-licensed ADW providers Bet America, TVG-Fanduel, Xpressbet, TwinSpires, Game Play, AmWest, and NYRA may accept wagers from California residents on races conducted at CARF, and races run at tracks located outside of California.

PCQHRA understands that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated April 4, 2024.

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

Sincerely,

Dino Perez
Executive Director

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

Back to Top

CHRB 12(C) - CARF Exhibit 4

California Satellite Locations

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

CHRB 12(D & E) - CARF Exhibit 5

Out of State Locations (if applicable)

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

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
Tabcorp (Australia)
Turkish Jockey Club
XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

Back to Top

CHRB 12(F) - CARF Exhibit 6

California Mini-Satellite Locations

Commerce Casino, Commerce
Firehouse Restaurant, Bakersfield
Lake Elsinore Casino, Lake Elsinore
OC Tavern, San Clemente
Sammy's Original, Lake Forest
Santa Clarita Lanes, Saugus
The Derby Room at Glen Arden, Glendale
The Derby Room, Norco
Tilted Kilt, Thousand Oaks

Back to Top

CHRB 12(G) - CARF Exhibit 7

Import Tracks (if applicable)

California imports are restricted by statue and established in a coordinated effort by Host Tracks after race cards are established. Import race dates and race numbers will vary.

Aqueduct
Assiniboia Downs (Canada)
Belterra Park
Belmont Park
Canterbury Park
Century Downs (Canada)
Delaware Park
Ellis Park
Emerald Downs
Evangeline Downs
Fairgrounds
Fairmount Park
Finger Lakes
Fort Erie (Canada)
Gulfstream Park
Hastings Park (Canada)
Hawthorne Park
Indiana Grand
Keeneland Race Course
Kentucky Downs
Laurel Park
Lone Star Park
LARC (South America) via Gulfstream Hub
LARC (South America) via Maryland Hub
Louisiana Downs
Monmouth Park
Mountaineer Park
Oaklawn Park
PARX Racing
Penn National
Prairie Meadows
Presque Isle Downs
Retama Park
Sam Houston
Saratoga Race Course
Sunland Park
Sunray Park
Thistledown
Turf Paradise
Turfway Park
Woodbine (Canada)
Zia Park

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See Exhibit 7		

H. List imported simulcast races the fair plans to receive during the racing meeting that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Los Alamitos	Quarter Horse	Per CHRB	Full Card
Cal Expo Night Racing	Harness	Per CHRB	Full Card

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

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

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

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Ashton Cloninger
Clerk of Scales	Steve Fisher
Clerk of the Course	Dawn Schmid
Film Specialist	Steve Fisher
Horse Identifier	Gary Greiner
Horseshoe Inspector	Jackie Payton
Paddock Judge	Jayme Thomas
Patrol Judges	Tammy Morris, Stephen Fisher
Placing Judges	Angela Couton
Starter	Manuel Trujillo
Timer	Jelina Pike

B. Management officials in the racing department:

Director of Racing	Larry Swartzlander
Racing Secretary	Tom Doutrich
Assistant Racing Secretary	Linda Anderson
Paymaster of Purses	Heather Haviland

Others (identify by name and title) Doug Gooby, Mutuel Manager, Steve Wood, Track Superintendent, Craig Braddock, Announcer, Sandra Rios, Stable Superintendent, Myra Troske, Clerk of the Course Mixed Breed, Lisa Wilkerson, Steward's Aide, Todd Stephens, Starter

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Esquire Deposition Services, 155 E. Shaw Ave., Suite 201, Fresno, CA 93704, 559-261-2324; Tricia Martinez.

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA, Bill O'Brien (expires 12/31/25)

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Jim Porep (expires 4/30/29), Equipment description on file with CHRB: 5 Cameras (3 Tower, 1 Pan, 1-Hand Held).

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communications, Jim Porep (expires 4/30/29)

14. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Director of Racing, Larry A. Swartzlander, (916) 799-7084; Organizational chart attached as Exhibit 8.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Sheriff's Deputies: 8, Barn Area: 3 Licensed Gatemen on 8/hour shifts per daily, 1 night rover, nightly.

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

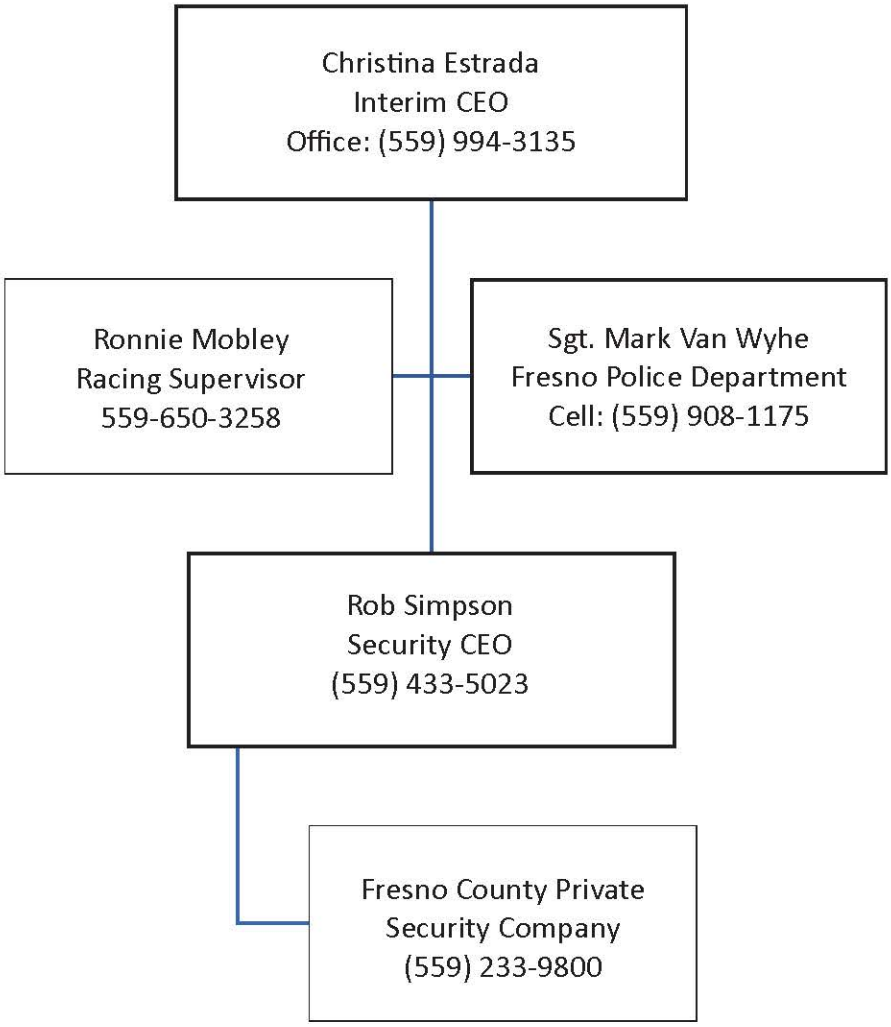
2. Detention Stalls:
   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period. N/A
   c. Describe number and location of surveillance cameras in detention stall area. Surveillance cameras are located at each end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

3. TCO2 Testing:
   a. Number of races to be tested and number of horses entered in each race to be tested. All horses in Thoroughbred races where the number is determined by random algorithm

Back to Top

CHRB 14(A) - CARF Exhibit 8

Big Fresno Fair
Security Department Organizational Chart



generator.

b. Plan for enhanced surveillance for trainers with high-test results: Trainer will be relocated to ten (10) stalls adjacent to the Test Barn with 24-hour surveillance.
c. Plan for detention stalls for repeat offenders: Trainer will be relocated to ten (10) stalls adjacent to the Test Barn with 24-hour surveillance.
d. Number of security personnel assigned to the TCO2 program: One (1) 24-hour security guard when detention stalls are occupied.

C. Describe the electronic security system.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area.

15. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Ambulance, 2911 E. Tulare Ave., Fresno, CA, 93721, 559-443-5900. Human Service: American Ambulance shall provide an Advanced Life Support (ALS) ambulance with minimum staffing of one paramedic and one emergency medical technician during training from 6:30 a.m. until 10:00 a.m. daily. In addition to scheduled racetrack workouts, an ambulance will be provided from Noon until the end of racing each day, for the duration of the race meet. American Ambulance, 2011 E. Tulare Street, Fresno, CA, 93721, 559-443-5900. Emergency Contact: Russ Richardson. CCEMSA Communications Center Supervisor, 559-600-7406 or 911. Fresno County Contract 07-292 and CCEMSA policy 200 specifices American Ambulance as the paramedic provider servicing the "Fresno County Exlusive Operating Area", including the area of the Big Fresno Fair. Licensing and certification as well contract compliance is monitored by the Central California Emergency Medical Services Authority as well as the California Emergency Medical Services Authority. Equine: Equine Service: One (1) Kimsey horse ambulance on site with two (2) personnel assigned. Equine equipment includes a coolant apparatus, leg splints and tarps for coverage.

1. Attach a certification from the ambulance service(s) listed in 15.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

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

1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. Each paramedic ambulance is equipped to provide Advanced Life Support as outlined in CCMESA policy 291, including ECG monitoring, defibrillation, endotracheal intubation, needle thoracotomy, intravenous fluid, medication, spinal immobilization, splinting and hemorrhage control.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Breena Silzinoff, Nurse Practitioner, 559-977-8477.

E. Name, address, and emergency telephone number of the hospital to be used for admittance and

Back to Top

AMERICAN
AMBULANCE

07/15/2024

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

Dear Christina:

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

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

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

Nate Wright
Special Teams and Disaster Coordinator
American Ambulance
2911 E Tulare Ave
Fresno CA 93721
nwright@americanambulance.com
(559) 443-5915

treatment of emergency injuries in the event of an on-track injury to a jockey: Community Medical Centers, 2823 Fresno Street, Fresno, CA, 93715, 559-459-6000.

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

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Christina Estrada, Interim CEO, Big Fresno Fair and Ronnie Mobley, Racing Manager, Big Fresno Fair

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): Calfornia Fairs Services Authority (CFSA)

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two (2) emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting: $503,524
Promotional/Marketing budget for prior race meeting: $349,523

C. Number of hosts and hostesses employed for meeting: 24

Back to Top

CHRB 15(F) - CARF Exhibit 10

Jockey Emergency Medical Procedures - English

CARF Fair Racing Accident Procedures

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

Track Ambulance

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

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.

2. A member of the track security staff shall proceed to the Jockey's Room to secure the ambulance transfer area and prevent visitation from bystanders away from the accident area.

3. A member of the track security staff shall be responsible for escorting emergency vehicles.

4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff/Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse to prevent further harm to people, horses and property.

2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.

3. The track veterinarian shall make the decision as to the necessity of euthanasia on the track.

4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.

5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person or horse from the track.

Plant Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.

2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

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

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.

2. An additional member of the management team should report to the video department to monitor the scene and determine the extent of video coverage to be transmitted to the public.

3. A member of the management team should provide input as to announcements to be made by the track announcer.

4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family members of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.

5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

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

Back to Top

CHRB 15(F) - CARF Exhibit 10

Jockey Emergency Medical Procedures - Spanish

Procedimiento en caso de Accidente en CARF

De ocurir un accidente en el hopodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siumpre que lo necesario para tartar a la(s) victima(s).

Seguridad

1. Tan pronto como sea possible, unmiembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsible del lugar del accidente. El miembro de seguridad sera responsible de mantener a los transeuntes fuera del lugar del accidente..

2. Un miembro del departamento de seguridad del hipodromo se acercara al cuart del jockey para asguarar el area donde la amulancia estara y prevenir que transeuntes y personas ajenas se acerquen.

3. Un miembro de seguridad del hipodrmomo sera responsible de escoltar a los vehiclulos de emergencia..

4. Los miembros de sequridad seran responsible de controlar a la multitud.

Personal de Carreras/Vetennano del hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta debera sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.

2. Los caballos muy mal heridoa deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea possible hacerlo de esa manera.

3. El veterinano del hipodromo debera decider si se sacrifice al caballo en la pista.

4. Sea possible hacerlo, se debe colocar la pantalla/screen para tapa la vista al publico, antes de iniciar el procedimiento de sacrificio del animal.

5. Los Outriders son responsables de remover cualquier desecho en la pista desputes de que la persona o caballo accidentado haya sido trasladado del lugar.

Back to Top

Personal de Planta/Plant Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.

2. Los miembros del departamento de planta que esten cerca del accidente deberan ayudar a fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsible del lugar del accidente.

Locutor

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

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.

2. Otro representante de la gerencia debera informar al departamento de videio para monitorear la escena y ver la cobertura de video que sera transmitida al publico.

3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.

4. Un miembro de la gerencia sera responsible de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.

5. Todos los anuncios publicos y respuestas a la prensa las realize unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todo los Jefes de Departamento

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

Back to Top

CALIFORNIA AUTHORITY OF RACING FAIRS
a California joint powers agency

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

July 16, 2024

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair annual fire inspection is scheduled for July 18, 2024.

When complete, the fire clearance resulting from the inspection will be provided to the appropriate CHRB staff member to fulfill the obligation of our racing license.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

Back to Top

a California joint powers agency

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Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

July 31, 2024

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair has submitted 2024 fire clearances. We respectfully request a 45-day exemption from the standards of CHRB Rule 1927, as the Big Fresno will be complying with all local fire requirements and safety standards during the 2024 racing season.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

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

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00020

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: ALUMINUM HORSE BARNS

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

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

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

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166013
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns (Aluminum Horse Barns)

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00031 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 18

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

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

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165987
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motto
Location: The Big Fresno Fair Grounds, Horse Barns

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motto
Title: Maintenance Supervisor
Discussed With: Taylor Collins
Title: Agency Contact

Accompanied By:

Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

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

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 19

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165988
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motto
Location: The Big Fresno Fair Grounds, Horse Barns #19

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motto
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00033 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 20

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

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166012
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #20

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00034 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 21

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

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166020
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #21

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Ronaldo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00035 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 22

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165990
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #22

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00036 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 23

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

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165991
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #23

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00037 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 24

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

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

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

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 144378
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.75
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #24

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact

Accompanied By:

Signed:

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

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00038 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 25

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

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

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
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(626) 305-1908

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166010
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #25

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

Back to Top

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00039 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 26

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

INSPECTION INFORMATION

Inspection Number : 166009 **Inspection Type:** Annual

Inspection Date : 07/31/2024 **Inspection Status :** Passed

Inspector: Jeremy Jones **Inspection Hours :** 0

Inspector Signature: **Travel Hours :** 0

Inspection Comments:
Re-Inspection Summary
Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #26
Inspection Outcome: PASSED INSPECTION
Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)
Findings: The horse barns passed inspection.
Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.
END OF SUMMARY

Accompanied By: Rolondo Motta **Title:** Agency Contact

Discussed With: Taylor Collins **Title:** Agency Contact

Accompanied By:

Signed: 07/31/2024

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

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00040 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 27

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

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

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

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166008
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #27

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

Back to Top

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

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

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 28

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

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

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
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(626) 305-1908

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166007
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0.25

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #28

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00042 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 29

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

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165993
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #29

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00043 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 30

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

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

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(626) 305-1908

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165994
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #30

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00044 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 31

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

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165995
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #31

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00045 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 32

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165996
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 50
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 32

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00046 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 33

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165997
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 50
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 33

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00047 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 34

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

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165998
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 50
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 34

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00048 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 35

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

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165999
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 50
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 35

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolonda Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact

Accompanied By:

Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00049 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 36

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166000
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 50
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 36

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact

Accompanied By:

Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

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

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 37

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

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

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(626) 305-1908

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166001
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns #37

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00051 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 38

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166002
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 38

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00052 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 39

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166003
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 39

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00053 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 40

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166004
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 40

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed: 07/30/2024

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00054 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 41

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166017
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature: 
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 41

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By: 
Signed: 07/30/2024

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00055 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 42

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

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

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PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166016
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.5
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns # 42

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed:

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

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

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

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

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: DEAD HORSE BARN

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

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

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

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 166015
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns (Dead Horse Barn)

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact

Accompanied By:

Signed:

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

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

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

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

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: QUARANTINE VETERINARY HORSE BARN

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

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

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

PRIORITY INSPECTION REPORT

INSPECTION INFORMATION

Inspection Number : 165992
Inspection Type: Annual
Inspection Date : 07/30/2024
Inspection Status : Passed
Inspector: Jeremy Jones
Inspection Hours : 0.25
Inspector Signature:
Travel Hours : 0

Inspection Comments: Re-Inspection Summary

Date: July 30, 2024
Inspection by: Deputy Jones
Accompanied by: Fair Maintenance Supervisor Rolonda Motta
Location: The Big Fresno Fair Grounds, Horse Barns (Quarantine Vet Horse Barn)

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

Accompanied By: Rolondo Motta
Title: Agency Contact
Discussed With: Taylor Collins
Title: Agency Contact
Accompanied By:
Signed:

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

Back to Top

CALIFORNIA FAIR SERVICES AUTHORITY

July 1, 2024

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

Re: Big Fresno Fair/21st DAA
1121 S Chance Ave
Fresno, CA 93702

Please be advised that the Big Fresno Fair/21st DAA is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. GENERAL LIABILITY PROGRAM

A.	Primary Coverage	$250,000 self-insured retention California Fair Services Authority (includes liquor liability) Coverage continuous until cancelled
B.	Excess Coverage	$24,750,000 in excess of $250,000 (includes Liquor Liability) Coverage provided by PRISM Term: 7/1/2024 to 7/1/2025

II. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

A.	Primary Coverage	$500,000 self-insured retention California Fair Services Authority Coverage continuous until cancelled
B.	Excess Coverage	(a) Workers' Compensation: Statutory Limit in excess of $500,000 (b) Employers' Liability: $4,500,000 in excess of $500,000 Coverage provided by PRISM Term: 7/1/2024 to 7/1/2025

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the Big Fresno Fair/21st DAA as set forth in California Horse Racing Board's "Insurance Requirements".

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

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

Sincerely,

Mario Castagnola

Mario Castagnola
Risk Analyst II

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 921-2213 | Fax: (916) 646-1238
www.cfsa.org

D. Describe facilities set aside for new fans. The Big Fresno Fair is always working to create new experiences for our fans. We have entertainment between the races, special promotional days for the new September race dates and more. See Marketing Plan for more details.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen On backside repainted and repaired any damaged walls / windows for tack rooms and stalls; leveling ground; new air conditioning unit on backside restaurant; landscaping improvements. Trackside – continuous improvements to the paddock.
2. Fans The Fair works diligently to create a beautiful and comfortable racing environment for fans. Fresh paint throughout, murals, redone asphalt leading up to entrances, digital display screens at main horse racing entrance, new TVs and more.
3. Facilities in the restricted areas Repainted and repaired facilities.

18. SCHEDULE OF CHARGES

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

Admission (general)	$15 Adult (new); $8 Seniors (62+), Military and Kids
Admission (clubhouse)	$10
Reserved seating (general)	$6
Reserved seating (clubhouse)	$10
Parking (general)	$15
Parking (preferred)	$20
Parking (valet)	N/A
Programs (on-track)	$3
(off-track)	$3

B. Describe any "Season Boxes" or other special accommodation fees. The 2024 Season Box Seat are sold as Box of 2: $378.00, Box of 4: $726.00 Box of 6: $1,054.00. These Season Box Seat prices include the September and October race dates. Box Seats are sold individual for $32 for a Box of 4.

C. Describe any "package" plans such as combined parking, admission, and program. The Fair offers the Season Box Seats as noted above. We also provide Season Box Seat holders with a Season Parking Pass, making it convenient to come out and enjoy all 14 days of live horse racing. The Fair also sells Season Passes for $40 which allows horse players admission to the each day of the fair for only $40.

19. JOCKEYS' QUARTERS

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

☒ Corners (lockers and cubicles) How many 23

☒ Showers	☒ Steam room, sauna, or steam cabinets	☒ Lounge area
☐ Masseur	☒ Food/beverage service	☒ Certified platform scale

B. Describe the quarters to be used for female jockeys. Separate area containing an office, lounge

area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) N/A.

B. Number of rooms used for housing on the backstretch of the racetrack: 22

C. Number of restrooms available on the backstretch of the racetrack: 15

D. Estimated ratio of restrooms to the number of backstretch personnel: 12-1

21. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition.

C. The percent of cross slope in the straightaways is: 5.3-5.4%
The percent of cross slope in the center of the turns is: 5.6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner Rail: metal (powder coated); Outer Rail: metal, aluminum and galvanized chainlink; Inner Rail Supports: metal gooseneck; Inner Rail top shield is made of sheet metal, shield is 39" above the racetrack.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood, Trackmasters, Inc.

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

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

22. DECLARATIONS

A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions.

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

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Back to Top



2024

Race Meet Agreement

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

THOROUGHBRED OWNERS OF CALIFORNIA

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

TABLE OF CONTENTS

I. TERM 1
II. STATUS OF THE PARTIES 1
III. DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC 2
IV. AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES 3
V. RACING PROGRAM 4
VI. CALIFORNIA-BRED INCENTIVE PROGRAM 7
VII. MUTUAL COOPERATION 8
VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES 9
IX. PURSE AND STAKES SCHEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES 13
X. FORCE MAJEURE 14
XI. SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES 15
XII. FACILITIES FOR TOC REPRESENTATIVES 15
XIII. OWNERS' PROPRIETARY RIGHTS AND BENEFITS 15
XIV. INTERSTATE SIMULCASTING OF RACES 17
XV. INTRASTATE SIMULCASTING OF RACES 19
XVI. INTERNATIONAL SIMULCASTING 20
XVII. INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW") 20
XVIII. INTERSTATE ADVANCED DEPOSIT WAGERING 22
XIX. FIRE AND DISASTER INSURANCE 24
XX. MISCELLANEOUS 25
ATTACHMENT A California Authority of Racing Fairs Members and Participating Tracks 29
ATTACHMENT B Stakes Schedule 30
ATTACHMENT C PURSE SCHEDULE 31
ATTACHMENT D AUXILIARY TRAINING FACILITIES 32
ATTACHMENT E NORTHERN CALIFORNIA STABLING AGREEMENT 33
ATTACHMENT F SCHEDULE OF APPROVED SIMULCAST RACES 34
ATTACHMENT G SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING ("ADW") RACES 35
ATTACHMENT H FIRE AND DISASTER INSURANCE POLICY 36
ATTACHMENT I Benchmarks 37

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

2024 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

AGREEMENT

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

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

I.
TERM

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during June 12, 2024 through October 15, 2024.

II.
STATUS OF THE PARTIES

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

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

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

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

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

III.
DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

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

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

(b) During weeks that had previously been granted to a racing association in 2023 other than a fair, the TRACK shall compensate the TOC and CTT for the difference between the administrative expenses for services rendered to horsemen between 19613(b) and 19613(d).

3.3 TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2, and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code.* All monies available for purses are generated from the pari-mutuel handle and other sources,

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Back to Top

including, but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and, further, shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

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

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2024 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60^{th}) day after the close of the 2024 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120^{th}) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse money generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agrees to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60^{th} (sixtieth) day after the close of the Fresno Fair 2024 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120^{th}) day after the close of the Fresno Fair 2024 Meet, TRACKS agrees to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations and pay the difference owed from the prior estimated payment.

IV.
AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

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

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

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Back to Top

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

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2024 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

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

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

(a) The submission of such claim to the CHRB for resolution; or,

(b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including monetary damages, specific performance, and/or injunctive relief.

V.
RACING PROGRAM

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

or other criteria set by the ICSC. The 2024 Stakes Schedule is included for reference in Attachment B.

For all other stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 24 (twenty-four) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

(c) In 2024, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise, the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9. 2 of this Agreement. When a stakes schedule and overnight purse schedule are approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

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

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

5.4 A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C and I without first obtaining the written approval of TOC, which will

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Back to Top

not be unreasonably withheld.

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

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

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

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

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

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

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

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receives the same number of entries, the race published in the Condition Book shall be considered the preferred race and will be utilized before any Extra Race to make the card go. Should a drawn race or races be canceled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of

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such preference when races are published.

5.8 Purses for all races run at the $10,000 level and below during the 2024 Meet will be divided as follows:

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

Purses for all races run above the $10,000 level and above during the 2024 Meet will be divided as follows:

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

5.9 A "Participation Purse" in the amount of $450.00 as determined by TOC in its sole discretion and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth-place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

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

VI.
CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non- claiming maiden races shall be paid by TRACKS as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a

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Back to Top

California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

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

VII.
MUTUAL COOPERATION

7.1 (a) CARF and TRACKS, and TOC represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any differences of opinion between them with respect to the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

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

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

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

VIII.
STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

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

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

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

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

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

Attachment D.

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

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

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2024 Meet.

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

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

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2024 Meet. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense, without right of reimbursement from TOC, the individual owners, and/or their trainers.

8.12 The following are the workout criteria that will be in effect for the 2024 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2024 Fair meetings are as follows:

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

iii) Non-starters for:

a) 30 days: one work at least three-eighths mile within those 30 days;

b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;

c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.

c) Horses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two-year olds running less than five-eighths of a mile who will be required to work race distance.

d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.

e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2024 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of the such device(s) during the 2024 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also-eligible list containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8.15. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 11:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

8.16. Unless agreed otherwise in writing by the parties, TRACKS agrees to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish line during the TRACKS' 2024 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected by the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race canceled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent(s), or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. CARF and TRACKS, and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

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

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

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2024, agree to consolidate administration and distribution of purses, including consolidation of purse underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs including Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for the administration and distribution of purses, according to the authorization described in the statute.

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

Parties. In furtherance of that point, the Parties agree that as of April 31, 2024, the CARF purse account will be underpaid by $47,100 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing.

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

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

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

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

X.
FORCE MAJEURE

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

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

XI.
SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

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

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

XII.
FACILITIES FOR TOC REPRESENTATIVES

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

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

XIII.
OWNERS' PROPRIETARY RIGHTS AND BENEFITS

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2024 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2024 Meet. TOC consents to TRACKS' use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by CARF or TRACKS to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree to obtain TOC' s prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use.

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

Additionally, TRACKS and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following: An amount equal to at least one-half (50%) of the net compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or “presented by” sponsorship.

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

13.5 TOC, on behalf of all owners participating in TRACKS' 2024 Meets, further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACKS to use the name, image, or likeness of individual horses for the promotion of attendance at and wagering on such races, whether live or at simulcast locations.

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

a current and valid CHRB owner's license:

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

XIV.
INTERSTATE SIMULCASTING OF RACES

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

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

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

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. By virtue of the support

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XV.
INTRASTATE SIMULCASTING OF RACES

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

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

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

XVI.
INTERNATIONAL SIMULCASTING

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

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

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

XVII.
INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2024 Meets for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

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

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

ii. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

iii. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

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

A. Providers shall be required to undergo an annual parimutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:

I. Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen's organization, and provided to CHRIMS prior to the opening of each California race meet;

II. For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen's organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

III. Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

IV. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted "TRA Data File" and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, the Provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

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

b. Remit to CHRIMS a monthly data fee of $3,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. Said data fee paid by Provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of Provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XVIII.
INTERSTATE ADVANCED DEPOSIT WAGERING

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2024 Meets for the purposes of interstate advanced deposit wagering, which does not include any form of exchange wagering, by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment "F."

TOC consents to such simulcasts pursuant to and in accordance with the terms and conditions of TOC's consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq. In addition to any other terms set forth therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from out-of-state residents on Thoroughbred races conducted at TRACKS during their 2024 Meets as follows:

18.1 Approved ADW providers "broadcast partners" agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as

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compensation for the broadcast or televising of races conducted at TRACKS during their 2024 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

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

18.3 Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

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

A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, out-of-state residents on California horse races;

B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:

i. Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

ii. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted "TRA Data File" and the California Account Wagering File pertaining to wagers placed by out-of-state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

of such wagers. Additionally, if requested to do so, the provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off-time, and breed;

iii. If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry-accepted ADW wagering data file format, then the provider shall disclose and provide true, complete, and correct copies of said file, pertaining to wagers placed by out-of-state residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,

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

v. Provider shall each remit to CHRIMS a monthly data fee of $3,000.00. Said data fee paid by the provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of the provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XIX.
FIRE AND DISASTER INSURANCE

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

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

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

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

XX.
MISCELLANEOUS

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

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

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

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

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

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

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

(a) If to CARF or TRACKS, at their address set forth in Attachment A, "Attention Fair Manager," with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95825.

(b) If to TOC, to William A. Nader, President & CEO, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

20.8 T RAC KS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS.

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

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

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

Incompass Data: During the Term, within 48 hours of receipt of a written request from the TOC, Track agrees to provide TOC, in written and/or electronic form, such Incompass services data as is reasonably necessary to respond to TOC's requests. The requests include but are not

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limited to Horses On Grounds, Entry Start Information, Shipped Transactions and Workout Information.

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: 5/14/2024

DocuSigned by:
Larry Swartzlander
20A8AF5B23C046D...
Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: 5/14/2024

DocuSigned by:
William A. Nader
20CE9094162E418...
Bill Nader, President & CEO

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT A
California Authority of Racing Fairs Members and Participating Tracks

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT B Stakes Schedule

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

Revised: 3/24/24

❖ ALAMEDA COUNTY FAIR	2023	2024
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	$75,000 Guaranteed	$50,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59th Running Two-year olds – Five & 1/2 Furlongs	$75,000 Guaranteed	$75,000 Guaranteed
She's a Tiger Three-Year-Olds & Upward F&M One & 1/16 Miles	$75,000 Guaranteed	$50,000 Guaranteed
Mary Clare Schmitt Pleasanton Oaks Three-Year-Olds & Upward Six Furlongs	$75,000 Guaranteed (Includes $25,000 Cal-Bred)	$75,000 Guaranteed (Includes $25,000 Cal-Bred)
Pleasanton Mile Three-Year-Olds & Upward One mile 70 Yds		$150,000 Guaranteed
❖ CALIFORNIA STATE FAIR		
Governor's Handicap F&M, Three Year Olds & Upward – Six Furlongs	$75,000 Guaranteed	$50,000 Guaranteed
❖ HUMBOLDT COUNTY FAIR		
C.J. Hindley Humboldt County Marathon Hdcp Three Year Olds & Upwards, 1 Mile and 5 Furlongs	$20,000 Guaranteed	$50,000 Guaranteed
❖ BIG FRESNO FAIR		
Harris Farms Stakes (CAL BREDS) (Cal Bred Golden State Series (($25,000 from CTBA) Three-year olds & Upward – Six Furlongs	$75,000 Guaranteed	$75,000 Guaranteed
Bulldog Hdcp, 27th Running Three-Year Olds & Upward, One & 1/8 Miles	$75,000 Guaranteed	$50,000 Guaranteed

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT C
PURSE SCHEDULE

2024 Purses Fairs Final				
Category	Claiming	Condition	2024 fairs	2024 Ferndale
Allowance		Open or Cond	35,000	15,000
Allowance		NW x 1	26,000	
Alw/Opt Claiming	25/32/40 Opt Clm	NW x 1	26,000	
Alw/Opt Claiming	$62,500 or $50,000	NW x 2	27,000	
Alw/Opt Claiming	$80,000	NW x 3	28,000	
Claiming	$2,500	Open or Date	10,000	7,000
Claiming	$3,200	NWX2/Clause	11,000	8,000
Claiming	$3,200	Open or Date	11,000	8,500
Claiming	$4,000	NW2/Lifetime	11,000	7,500
Claiming	$4,000	NW3/Lifetime	11,000	8,000
Claiming	$4,000	NW4 or Date	11,500	8,500
Claiming	$4,000	Open or Date	12,000	9,000
Claiming	$5,000	NW2/Lifetime	11,500	
Claiming	$5,000	NW3/Lifetime	11,500	
Claiming	$5,000	NW4 or Date	12,500	8,800
Claiming	$5,000	NWX2/Clause	12,500	9,000
Claiming	$5,000	Open or Date	13,000	9,500
Claiming	$6,250	NW2/Lifetime	11,500	8,000
Claiming	$6,250	NW3/Lifetime	11,500	8,000
Claiming	$6,250	NW4 or Date	13,000	9,500
Claiming	$6,250	Open or Date	14,000	9,500
Claiming	$8,000	NW2/Lifetime	12,000	8,000
Claiming	$8,000	NW3/Lifetime	12,000	8,000
Claiming	$8,000	NW4 or Date	13,500	9,800
Claiming	$8,000	Nw2x/Clause	13,500	9,800
Claming	$8,000	Open or Date	15,000	10,000
Claiming	$10,000	NW2/Lifetime	13,000	9,000
Claiming	$10,000	NW3/Lifetime	13,000	9,000
Claiming	$10,000	Open or Date	16,000	10,000
Claiming	$12,500	NW2/Lifetime	13,000	9,000
Claiming	$12,500	NW3/Lifetime	13,000	
Claiming	$12,500	Nw2x/Clause	15,000	
Claiming	$12,500	Open or Date	17,000	10,000
Claiming	$16,000	NW2/Lifetime	14,000	
Claiming	$16,000	NW3/Lifetime	14,000	
Claiming	$16,000	Open or Date	19,000	12,000
Claiming	$20,000	NW2 Lifetime	16,000	
Claiming	$20,000	Nw2x/Clause	19,000	
Claiming	$20,000	Open or date	22,000	
Claiming	$25,000	NW2/Lifetime	17,000	
Claiming	$25,000	Open or Date	24,000	
Claiming	$32,000	Open or Date	26,000	
Claiming	$40,000	Open or Date	27,000	
Claiming	$50,000	Open or Date	27,000	
Claiming	$62,500	Open or Date	28,000	
Claiming	$80,000	Open or Date	29,000	
Claiming	$100,000	Open or Date	30,000	
Maiden Claiming	$5,000		11,000	7,000
Maiden Claiming	$8,000		11,500	7,500
Maiden Claiming	$12,500		12,000	8,000
Maiden Claiming	$16,000		13,000	8,000
Maiden Claiming	$20,000		14,000	
Maiden Claiming	$25,000		16,000	
Maiden Claiming	$32,000		17,000	10,000
Maiden Claiming	$40,000		18,000	
MDN ALW			25,000	
Starter Allowance	2500			8000
Starter Allowance	$4,000		13,500	9500
Starter Allowance	6250		14,500	10000
Starter Allowance	8000		15,500	10000
Starter Allowance	12500		17,500	8000
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	19,000	12,000

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT D
AUXILIARY TRAINING FACILITIES

Sacramento will be open as an auxiliary training facility for Pleasanton from June 10th – July 9rd.

During the three weeks from September 11th, 2024 through October 1st, 2024, TRACK will not be entitled to the 2% deduction from for the expenses to operate an auxiliary facility as provided for in section 19607.2 of the California Horse Racing law. Durning this period, TRACK will provide horsemen with a transportation subsidy shipping horses from the auxiliary facility to the live facility for race and return runners.

Stalls at auxiliary training facilities will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction, but may be adjusted by the Stabling & Vanning Committee.

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

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT

N/A

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

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

- ODS Technologies, LP: tvg.com & fanduel.com (TVG)
- Churchill Downs Technologies Initiatives Company: twinspires.com, betamerica.com & dkhorse.com (TwinSpires)
- NYRAbets, LLC: nyrabets.com & caesarsracebook.com
- Watch & Wager (NYRA)
- XpressBet, LLC: xpressbet.com, 1stbet.com & bets.drf.com (XpressBet)
- Game Play Network, Inc.: bspot.com (Game Play)
- AmWest Entertainment, LLC: amwager.com (AmWest)

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY

To be provided.

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

ATTACHMENT I
Benchmarks

The TOC and CARF/Golden State Racing hereby agree, pursuant to this Attachment, to the following benchmarks for Golden State Racing and the 2024 CARF September racing calendar.

The updated September racing calendar, along with the introduced benchmarks, serve to offer stability and suitable opportunities for our members throughout the upcoming CARF summer/fall season and the anticipated 26 race days in 2024 under the new entity, Golden State Racing.
The agreed benchmarks set forth below for Golden State Racing (at Pleasanton) as the replacement venue for Pacific Coast Racing (at Golden Gate Fields) will function as crucial key performance indicators (KPIs). They are essential to ensuring the sustainability of the North circuit for our members throughout the remainder of 2024 and extending into 2025.

CARF hereby acknowledges and agrees any subsequent license application for the 2024 and 2025 race dates in the North submitted by CARF or Golden State Racing or any CARF affiliate will incorporate the benchmarks set forth below, and any allocation and/or licensing of dates will be explicitly contingent upon CARF's continuous adherence to the benchmarks.

Revised September 2024 Race Days

- Ferndale: September 1, 2, 7, 8
- Ferndale at Fresno: 13, 14 & 15
- Fresno: September 21, 22, 28, 29
- Total Thoroughbred Races: 96

Note: All parties agree that the agreement for two-day race weeks and venue locations is for September 2024 only.

Golden State Racing Benchmarks

- 26 Allocated Race Days from October 19 – December 15, 2024.
- Minimum of three race days per week
- Minimum of 24 Thoroughbred races per week.
- Total Thoroughbred Races: 208 minimum
- Total purses paid not to be less than $4,420,000 over the term; $170,000 per day, which includes Overnights, Overnight Stakes, the TOC Bonus and Participation Bonus. It does not include Cal-bred incentives.

If applicable, and contingent on 2024 benchmarks being satisfied:

2025 CARF/Golden State Racing Benchmarks

DocuSign Envelope ID: 1E246089-B492-4915-A7A5-D829FAF42732

Back to Top

- Minimum of three race days per week.
- Minimum of 24 races per week.
- Average Purses of a minimum $170,000/day at Golden State Racing (as defined above)
- No more than 3 dark weeks during the 52-week 2025 calendar year to be mutually agreed upon.

Back to Top

2024

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

Back to Top

TABLE OF CONTENTS

I. RACE MEET 2
II. PURSE PROJECTIONS 2
III. CTT DISTRIBUTIONS 2
IV. CONDITION BOOK 3
V. STALL APPLICATIONS 3
VI. STALL ASSIGNMENTS 4
VII. DISPUTE RESOLUTION 6
VIII. HOLDING (TRANSIT) BARN 8
IX. FIRST POST TIME 8
X. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE 8
XI. ACCESSIBILITY TO TRACK 8
XII. ANTI-MONOPOLY PROVISION 9
XIII. CREDENTIALS 9
XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES 9
XV. BACKSTRETCH CAFETERIA 11
XVI. TRAINERS' PROPRIETARY RIGHTS 11
XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE 11
XVIII. CTT COVENANTS 12
XIX. TRACK COVENANTS 12
XX. MUTUALITY 12
XXI. DEFAULT 13
XXII. EXCHANGE WAGERING 13
XXIII. TRACK SAFETY 13
XXIV. MISCELLANEOUS 14
XXV. SUCCESSORS AND ASSIGNS 15
XXVI. MODIFICATIONS 15
XXVII. RESERVATION OF RIGHTS 15
SIGNATURE PAGE 16

Back to Top

2024 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

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

RECITALS

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

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

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

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

WHEREAS, TRACK and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetracks, the backstretch and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

Back to Top

AGREEMENT

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

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 14, 2024 through October 14, 2024, which meets are hereinafter referred to as the "2024 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2024 Meets, should TRACK foresee an increase or reduction in purses, TRACK will make its best efforts to inform CTT of any pending change as soon as reasonably possible.

III. CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2024 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

Back to Top

IV. CONDITION BOOK

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2024 Meets available to horsemen at least 10 days prior to opening day.

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

V. STALL APPLICATIONS

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

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

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

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

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

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

Back to Top

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

VI. STALL ASSIGNMENTS

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

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

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

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

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

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

Back to Top

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

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

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

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

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

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

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

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

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

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have the same in good condition at least ten (10) days prior to the commencement of its race meet; except that TRACKS who cannot comply due to prior existing contracts for horseracing shall make reasonable efforts to have their facilities ready as soon as practicable. TRACK agrees that the barn area will be open, available, and in condition for stabling at no charge to horsemen for at least three (3) days following TRACK's 2024 meet.

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

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

6.10 TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2024 Meets. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense, without right of reimbursement from CTT, the individual owners, and/or their trainers.

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

TRACK agrees that its stalls will be ready, available, and allocated, and the main TRACK will, with respect to the 2024 Meets, be open, available, and in condition for training at no charge to horsemen not less than 10 days prior to the opening day of the 2024 Meets.

VII.

DISPUTE RESOLUTION

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

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

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

Back to Top

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

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

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

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

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

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

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

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

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

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

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

Back to Top

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

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

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

VIII. HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2024 Meets.

IX. FIRST POST TIME

All Post times for the 2024 Meets must be submitted for approval of the CHRB ın TRACK's initial application for license.

X. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XI. ACCESSIBILITY TO TRACK

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

Back to Top

XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2024 Meets, have the opportunity to procure and receive supplies, services, utilities, transportation and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

XIII. CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2024 Meets. TRACK agrees also to provide two passes per trainer per day for trainers in possession of a valid CHRB license and to provide four passes for trainers with “horses in today to race”. Trainers may have access to Horsemen’s shuttle or tram provided by TRACK at any time that shuttle or tram is operating.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees’ Pension Administrative Committee and Edwin J. Gregson Foundation Board, VIP or "official" credentials for the 2024 Meets, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, up to a maximum of five (5), shall receive an "official" pin.

XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2024 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

Back to Top

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

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main track during the 2024 Meets and while the main track is open for training preceding and following the 2024 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

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

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

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

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

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

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

Back to Top

case including a driver and at all times in compliance with any rule, regulation or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol.

TRACK agrees, while horses are stabled at TRACK during its 2024 Meets, to have a manned, operating starting gate for training on the main TRACK.

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

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

XV. BACKSTRETCH CAFETERIA

During the 2024 Meets, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVI. TRAINERS' PROPRIETARY RIGHTS

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

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

XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

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

Back to Top

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

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

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

XVIII. CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the TRACK is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XIX. TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2024 Meets and shall not participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XX. MUTUALITY

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

Back to Top

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

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXI. DEFAULT

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

XXII. EXCHANGE WAGERING

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

XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2024 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK or the California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S

Back to Top

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

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2024 Meets.

XXIV. MISCELLANEOUS

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

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

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

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

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

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

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

Back to Top

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

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

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

XXV. SUCCESSORS AND ASSIGNS

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

XXVI. MODIFICATIONS

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

XXVII. RESERVATION OF RIGHTS

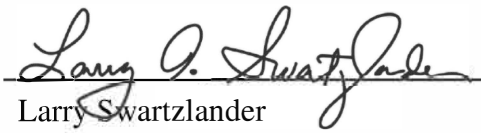
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall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

Back to Top

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

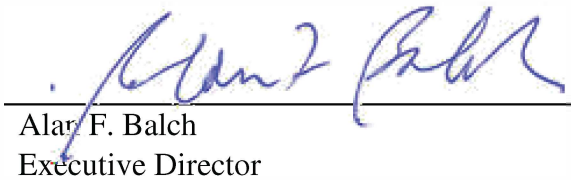
4/8/24
Dated:



Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

April 5, 2024
Dated:



Alan F. Balch
Executive Director

ATTACHMENT A

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Tom Martinez CEO	1600 Exposition Blvd. Sacramento, CA 95815 916-263-3247
Humboldt County Fair	Moira Kenny CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Christina Estrada Interim CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

Back to Top

2024
RACING AGREEMENT

BETWEEN

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

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

Back to Top

AGREEMENT

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

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

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2024. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

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

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

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

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

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

Back to Top

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

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

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

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

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

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

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

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

Back to Top

increases for the 2024 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

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

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

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

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

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

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

Back to Top

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

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

(b) Meet and confer on or before 30 April, 2024, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

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

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

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

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

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

(b) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew. Pleasanton is open 1 June, 2024 for free stabling.

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

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

Back to Top

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

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

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

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

(b) The 2024 Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.
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15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

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

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

Back to Top

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

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

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

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

DATED 4/8/24

PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC.

BY: _____

Dino Perez, PCQHRA

Address:
PO Box 919
Los Alamitos, CA 90720

DATED 4/8/24

CALIFORNIA AUTHORITY OF RACING FAIRS

BY: _____

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

Back to Top

APPENDIX "A"

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

Back to Top

APPENDIX "B"
2024 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 50th Running $20,000 Guaranteed
Three Year Olds and Upward - 300 Yards

California State Fair

The Jack Clifford –25th Running $20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards

Humboldt County Fair

The Cream City Dash –2nd Running $8,000 Guaranteed
For Three Year Olds & Upward – 220 Yards

Big Fresno Fair

Fresno Quarter Horse Futurity-31st Running $20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards

C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845.

D. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions.

E. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair, except as follows (if no exceptions, so state): No exceptions.

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

23. CERTIFICATION BY APPLICANT

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

X Larry A. Swartzlander
Signature

Larry A. Swartzlander	Director of Racing	7-16-24
Print Name	Print Title	Date

Back to Top

CALIFORNIA AUTHORITY OF RACING FAIRS
a California joint powers agency

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

March 13, 2024

The following matters are agreed to as of March 13, 2024 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT)and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2024 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 14, 2024 and continue through October 14, 2024.

2. CARF Furosemide Protocol. Exhibit A.

3. Medication Administration Protocol. Exhibit B.

4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.

5. Protocol Prior to Medication Administration. Exhibit D.

6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California
By: _____
Name: William A. Nader
Title: President & CEO

California Thoroughbred Trainers
By: _____
Name: Alan F. Balch
Title: Executive Director

California Authority of Racing Fairs
By: _____
Name: Larry A. Swartzlander
Title: Executive Director

Back to Top

Exhibit A

CARF Member Fairs Furosemide Protocol

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

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

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

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

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

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

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

Back to Top

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

8. As it relates to all horses that are entered to race on any given day and that are either stabled at a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

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

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

Back to Top

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verity that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.

   b. Only one furosemide veterinarian or technician is assigned to each horse.

   c. Furosemide ineligible horses are not assigned for furosemide treatment.

   d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary- client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians or technicians are not to administer furosemide after the 4- hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

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

Back to Top

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

d. To administer the medication thefurosemide 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.

Back to Top

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

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

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

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

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

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

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

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

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

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

Back to Top

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administered race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to CHRB.

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

Back to Top

Exhibit C

Race Day Furosemide Administration by CARF Member Fairs Furosemide Veterinarians

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

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

Back to Top

Exhibit D

Protocol Prior to Medication Administration

Furosemide Coordinator Duties:

1. Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary.

2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.

3. Complete CHRB-36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list.

4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race.

5. Download the Horse Identification Program PDF file from Incompass website as follows:

   a. https://trkmrg.com

   b. Click on Track Manager login.

   c. Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval.

   d. Select Menu/ Program/ Reports/ Horse Identification.

   e. Enter race date via calendar icon.

   f. Verify all Print boxes contain checks.

   g. Click "View/ Print".

   h. Print report, single-sided, letter sized (8.5X11") paper.

6. Annotate the Master Horse Identification Program by:

   a. Writing the post time for each race to the LEFT of center on each page.

   b. Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page.

Back to Top

c. For races spanning more than one page, prominently writing FLIP OVER on the BOTTOM RIGHT of the first page for that race.

d. Crossing out scratched horses.

e. Logging Barn (and Stall number if known) in the left margin by each horses' name. This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary / Stall Person / Receiving Barn Manager.

f. Recording Salix eligibility changes.

g. Writing NO SALIX over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

Back to Top

Exhibit E

Staffing Requirements for CARF Member Fair Lasix Program

1. CARF Member Fairs will provide staffing for the administration of furosemide as follows:
    a. One furosemide coordinator
    b. One furosemide technician per veterinarian administering Lasix
    c. One to Two Pre-Approved Veterinarians
        i. Dependent on race day entries

2. The Fitness Veterinarian will provide Lasix administration services with the aid of a technician for any race card that has 49 or less horses requiring Lasix.
    a. If a race card has more than 50 horses requiring the administration of Lasix, a second pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

Back to Top

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
August 15, 2024

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.

BACKGROUND:

Business and Professions Code (BPC) section 19420 provides that jurisdiction and supervision over meetings in California where horse races with wagering on their results are held or conducted, and over all persons or things having to do with the operation of such meetings, is vested in the Board. BPC section 19440 provides, in part, that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law and that responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses; adopting rules and regulations for the protection of the public and the control of horse racing and parimutuel wagering; and licensing of each racing association and all persons, other than the public at large, who participate in a horse racing meeting with parimutuel wagering. BPC section 19590 provides, in part, that the Board shall adopt rules governing, permitting, and regulating parimutuel wagering on horse races. BPC section 19605.25 provides, in part, that the Board may approve an additional 15 minisatellite wagering sites in each zone and, in adopting regulations to implement this section, shall minimize the expense to both the operator of the minisatellite facility and the host racetrack.

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.

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.

UPDATE:

The originally proposed text was noticed to the public on January 19, 2024, and the 45-day comment period ended on March 4, 2024. No public comments were received during the 45-day comment period, and no public hearing was requested. The final rulemaking package was submitted to the Office of Administrative Law (OAL) on March 6, 2024. OAL informed the Board of clarity issues that required revision to the proposed regulatory text,

as well as a technical error that needed correction. The proposed addition of subsection (d) to Board Rule 1440 and proposed addition of subsections (f) and (g) to Board Rule 2057, along with the proposed amendment of subsections (a) and (a)(11) of Board Rule 2057, have been modified to address these issues. Notably, the proposed $500 application fee in Board Rule 2057 was removed for consistency with the other horse racing industry entity licensing applications. Only the Application for License to Operate a Minisatellite Wagering Facility, CHRB-228, which is incorporated by reference in Board Rule 2066, requires a $500 application fee. However, the $500 fee for the CHRB-228 was instituted to deter the filing of frivolous applications, not to recoup administrative costs. Additionally, the Board has made further changes to the forms CHRB-17 and CHRB-18. The forms CHRB-17 and CHRB-18 have been modified to revise the purse distribution information required, and to require purse account information, under the Purse Program section. These changes will provide for better understanding of the purse program data and aid in decision-making.

A copy of the full text of the regulations with the proposed changes indicated is attached. Additions to the originally proposed text appear in double underline, and deletions are shown in ~~double strikethrough~~.

RECOMMENDATION:

This item is presented for Board discussion and action.

Back to Top

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. ~~7/21~~3/23), which is hereby incorporated by reference. Note: CHRB-17 incorporates by reference~~,~~ the Personal History Record, CHRB-25A (Rev. ~~11/08~~4/23). 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. ~~7/21~~3/23), 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.

Back to Top

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev ~~7/21~~3/23)

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 overnight races ~~other than~~including overnight stakes:
   Current meet estimate:
   Prior meet actual:

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate:
   Prior meet actual:

2. ~~Overnight~~Graded or Listed stakes:
   Current meet estimate:
   Prior meet actual:

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate:
   Prior meet actual:

3. ~~Non-overnight~~California-bred stakes:
   Current meet estimate:
   Prior meet actual:

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate:
   Prior meet actual:

   a. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
      Current meet estimate:

Back to Top

Prior meet actual:

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate:
Prior meet actual:

Average Daily Purses (7A4 ÷ number of race days)
Current meet estimate:
Prior meet actual:

B. ~~California-bred Stakes Races~~Purse Account Information:

~~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 ÷ number of days):~~
~~Current meet estimate:~~
~~Prior meet actual:~~

1. Amount in Purse Account at close of last meet (after purses paid):

2. Last 5 completed meets' actual overpayment/underpayment (most recent = 1):

Meet	Start Month/Year	$Amount	Over/Under?
1			
2			
3			
4			
5			

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

Back to Top

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

Back to Top

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 vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse.

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites:

Back to Top

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.

Back to Top

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.

Back to Top

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 ~~t~~hat 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

Back to Top

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

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

HARNESS SIMULCAST RACES TO BE IMPORTED

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

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

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.)

Back to Top

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:

Back to Top

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

Back to Top

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.
☐ Corners (lockers and cubicles) How many

☐ 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.

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.

Back to Top

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

Back to Top

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

Back to Top

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:

Back to Top

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.

Back to Top

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.

Back to Top

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.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. ~~7/21~~3/23)

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

Back to Top

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 overnight races ~~other than~~including overnight stakes:
   Current meet estimate:
   Prior meet actual:

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate:
   Prior meet actual:

2. ~~Overnight~~Graded or Listed stakes:
   Current meet estimate:
   Prior meet actual:

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate:
   Prior meet actual:

3. ~~Non-overnight~~California-bred stakes:
   Current meet estimate:
   Prior meet actual:

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate:
   Prior meet actual:

   a. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
      Current meet estimate:
      Prior meet actual:

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate:
   Prior meet actual:

   Average Daily Purses (7A4 ÷ number of race days)
   Current meet estimate:
   Prior meet actual:

B. Purse Account Information:

1. Amount in Purse Account at close of last meet (after purses paid):

Back to Top

2. Last 5 completed meets' actual overpayment/underpayment (most recent = 1):

Meet	Start Month/Year	$Amount	Over/Under?
1			
2			
3			
4			
5			

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

Current meet estimate:
Prior meet actual:

~~C~~D. 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~~E. 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~~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 (7E ÷ number of days):
Current meet estimate:
Prior meet actual:

Back to Top

~~F~~G. 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~~H. Bank and account number for the Paymaster of Purses' purse account:

~~H~~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 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:

Back to Top

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 vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse.

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites:

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

10. PARI-MUTUEL WAGERING PROGRAM

A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☐ Yes ☐ No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI

for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	**APPLICABLE RULES**	**CARF WAGERING FORMAT**	
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE	☐ Yes	☐ No
Race #1			☐ Yes	☐ No
Race #2			☐ Yes	☐ No
Race #3			☐ Yes	☐ No
Race #4			☐ Yes	☐ No
Race #5			☐ Yes	☐ No
Race #6			☐ Yes	☐ No
Race #7			☐ Yes	☐ No
Race #8			☐ Yes	☐ No
Race #9			☐ Yes	☐ No
Race #10			☐ Yes	☐ No
Race #11			☐ Yes	☐ No
Race #12			☐ Yes	☐ No
Race #13			☐ Yes	☐ No

C. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program.

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	

Back to Top

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 wager 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

Back to Top

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 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

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

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

Every fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or

obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:
Association Veterinarian(s)
Clerk of Scales
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:

Back to Top

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

Back to Top

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

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting:
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

18. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from 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" or other special accommodation fees.

C. Describe any "package" plans such as combined parking, admission, and program.

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters.
☐ Corners (lockers and cubicles) How many

☐ 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.

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.

Back to Top

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

Back to Top

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) Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire~~an Application for Approval as a Concessionaire, CHRB-80 (New 02/23), 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~~shall renew the concessionaire approval, unless the concessionaire provides changes to information contained in its application that result in the application failing to meet the requirements therein.

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

Reference: Sections 19420, 19440 and 19510,
Business and Professions Code.

Back to Top

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:

CHRB-87 (Rev. 5/97)

(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, 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.

(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% 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:

(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.

California Horse Racing Board - Application for License/Approval

(F) DIRECTORS, OFFICERS, AND PARTNERS

(1) If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.

(2) The list must state, for each individual listed under subsection (1) of this section:

(a) The individual's name and business address;
(b) each position or office of the applicant held by the individual;
(c) the individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
(d) the nature and extent of any ownership interest that the individual has in the applicant.

(3) Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection (1) of this section.

(G) CONTROLLING ENTITY

(1) The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.

(2) If a 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.

~~California Horse Racing Board - Application for License/Approval~~

~~**(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.~~

Back to Top

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL AS A CONCESSIONAIRE
CHRB-80 (New 02/23)

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).

I. 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:

II. 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:

III. 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

Back to Top

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.

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, 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).

II. 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.

Back to Top

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.

Back to Top

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.

Back to Top

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~~an Application for License as a Contractor or Sub-contractor, CHRB-81 (New 02/23), 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-81 (New 02/23)

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).

I. 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:

II. 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:

III. 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.

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, 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).

II. 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

Back to Top

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.

Back to Top

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. ~~4/92~~1/23), 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. 04/23), 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. 4/921/23).

(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 forFor 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(q) 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, if changes or amendments are made to information or operating procedures contained in an Application, the applicant shall submit a written request to the Board for approval of those changes or amendments. ~~will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant~~The Board shall approve the request, unless said changes or amendments result in the application failing to meet the requirements of this section.

(g) Each guest association licensed prior to January 1, ~~2024~~2025, pursuant to subsection (a), shall file a new application, form CHRB-25 (Rev. 10/23), by January 1, ~~2025~~2026, 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.

Back to Top

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY
CHRB-25 (Rev. ~~4/92~~1/23)

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&P~~BPC), 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:

Exceptions to the foregoing:

C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations:

Race Meeting	**Breed**	**Day or Night**

D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state):

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

A. The applicant association is: ☐ Racing Association ☐ Fair ☐ Tribal Facility ☐ Other Business Entity

Complete the applicable subsection (B, C, or D)~~:~~. Then continue to E.

B. RACING ASSOCIATION - approval pursuant to ~~B&P Section~~BPC section 19605.

1. The name under which the association is licensed by the Board:

2. The names and titles of management personnel assigned to the facility:

C. FAIR

1. Approval is requested pursuant to ~~B&P Section~~BPC section ☐ 19605.1 OR ☐ 19605.2.

2. Correct title of the fair or fair association:

3. Names and titles of the present fair directors:

4. Names and titles of management personnel assigned to the simulcast wagering facility:

D. TRIBAL FACILITY

1. Approval is requested pursuant to the Tribal-State Compact signed on~~:~~:

2. The name of the tribe under which the Tribal-State Compact was approved:

3. Names and titles of management personnel assigned to the 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:.

6. EQUIPMENT PROVIDED BY THE GUEST ASSOCIATION

A. Describe the television equipment (simulcast receivers, decoders, controls, monitors, etc.) to be utilized at the facility:.

B. Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility:.

C. Attach a detailed scale plan of the facility indicating all points of access, emergency exits, and the placement of offices and food and beverage service locations.

7. PARI-MUTUEL EQUIPMENT AND WAGERING SERVICES

A. Describe the pari-mutuel equipment, odds displays, modems or muxes, and method of data transmission to be utilized (include the number of pari-mutuel terminals to be on-site):.

B. Will the applicant be responsible for maintenance of the pari-mutuel equipment?
☐ Yes ☐ No

C. Describe the method by which patron complaints regarding wagering operation and/or the facility or its employees may be filed:.

D. Has the applicant made arrangements to provide for the encashment of valid pari-mutuel tickets issued at other facilities or at California race meetings?
☐ Yes ☐ No

8. ADMISSIONS, CHARGES, AND SERVICE FEES

A. The admissions charges are:
Level 1 (Gen. Adm.):
Level 2 (Premium CH):
Level 3 (Membership):

B. Parking Charges are:
Level 1 (General):
Level 2 (Premium):
Level 3 (Valet):

C. Program costs are:

D. Seating costs, if any, are:

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.

Back to Top

_____	_____
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.

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, 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).

II. 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.

Back to Top

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.

Back to Top

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. ~~1/91~~3/23)~~,~~ 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. ~~1/91~~3/23), 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 ~~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, 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.

Back to Top

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR APPROVAL TO OPERATE A SIMULCAST ORGANIZATION
CHRB-34 (Rev. ~~1/91~~3/23)

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.

Back to Top

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~~4/23). 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.

Back to Top

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~~12/22), 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.

Back to Top

(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 ~~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~~.

(*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~~12/22)

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 Hub) ☐ CA Multi-jurisdictional Wagering 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.

Note: 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 ~~Name~~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~~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~~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 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 include~~s~~ 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 ~~Name~~names and CHRB license number~~s~~ of all officers and directors. Include titles~~,~~ and the ~~number of shares of the LLC~~membership interest held by each~~:~~.

5. List ~~Names~~names (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~~6. If ~~more than 50% of the shares are~~a 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~~:~~.

~~8~~7. 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.

~~9~~8. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection ~~10~~9. 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.

~~10~~9. 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 ~~applicants~~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

Back to Top

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~~12/22), 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.

Back to Top

(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.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING
CHRB-133 (Rev. ~~02/19~~12/22)

Application is made to the CHRB for approval 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.

NOTICE – 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.

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. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A. Name, mailing address, and telephone and fax numbers:

B. Name, title, license number, and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations.

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

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.

Note: 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 ~~Name~~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 ~~Names~~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~~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 ~~Name~~names 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 ~~Names~~names (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 share 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~~6. If ~~more than 50% of the shares are~~a 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~~:~~.

~~8~~7. 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.

~~9~~8. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection ~~10~~9. 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.

~~10~~9. Attach a business plan ~~to~~that include~~s~~ 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 proprietor~~ship~~. 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 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. Names of all officers and directors, titles, and the number of shares of the LLC held by each:~~

~~6~~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 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.

Back to Top

X _____

Signature

Print Name Print Title Date

Back to Top

State of California
California Horse Racing Board
PERSONAL HISTORY RECORD
Form CHRB-25A (Rev. 11/08)

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.

Back to Top

_____

_____

_____

_____

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

Applicant Initials_____

7. CONFIDENTIAL INFORMATION

The following information is considered **confidential** in accordance with the California Public Records Act, and will be used only by the Board or its authorized agents in evaluating suitability for license.

*Applicants are advised that furnishing their Social Security Number is mandatory. The Social Security Number will be used to identify

Back to Top

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

Back to Top

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

Back to Top

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-87 - Application for Approval as a Concessionaire
CHRB-86 - 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, 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 that 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. 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 that 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

PERSONAL INFORMATION

Your Full Name (Last, First Middle)				
Other Names, Including Nicknames, You Have Used or Have Been Known By				
RESIDENCE ADDRESS	Street			Apartment/Unit
	City		State	Zip Code
MAILING ADDRESS, IF DIFFERENT FROM ABOVE	Street			Apartment/Unit
	City		State	Zip Code
CONTACT NUMBERS	Home Telephone with Area Code	Business Telephone with Area Code Extension	Other Telephone ☐ Cell ☐ Fax	
E-MAIL ADDRESS(ES)	Home E-Mail	Business E-Mail		
PHYSICAL DESCRIPTION	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: ☐ Yes ☐ No If "No", describe immigration status:				

MARITAL INFORMATION

Marital Status: ☐ Single ☐ Married ☐ Domestic Partner ☐ Divorced ☐ Separated ☐ Widowed				
Spouse/Domestic Partner Full Name (Last, First Middle)				
Other Names, Including Nicknames, Used or Have Been Known By				
RESIDENCE ADDRESS	Street			Apartment/Unit
	City		State	Zip Code
Occupation:				
Employer:				
City			State	Zip Code
CONTACT NUMBERS	Home Telephone with Area Code	Business Telephone with Area Code Extension	Other Telephone ☐ Cell ☐ Fax	
E-MAIL ADDRESS(ES)	Home E-Mail	Business E-Mail		
Social Security Number	Driver's License Number	Date of Birth	Place of Birth (City, State)	

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, assignment(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) ☐ FT ☐ PT ☐ Temp ☐ Self-employed ☐ Volunteer			
Duties / Assignments	Reason for leaving			
Was racing or gaming present: ☐ Yes ☐ 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) ☐ FT ☐ PT ☐ Temp ☐ Self-employed ☐ Volunteer			
Duties / Assignments	Reason for leaving			
Was racing or gaming present? ☐ Yes ☐ 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) ☐ FT ☐ PT ☐ Temp ☐ Self-employed ☐ Volunteer			
Duties / Assignments	Reason for leaving			

Back to Top

Was racing or gaming present: ☐ Yes ☐ No

If YES, explain:

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 which 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 offenses?..... ☐ 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 for any criminal offense?..... ☐ YES ☐ NO

IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, YOU MUST COMPLETE THE FOLLOWING:

Back to Top

Charge(s)	Place(s) Department(s)	Date of Conviction
Court (Federal, Superior, etc.)	Final Disposition	
Court Address		
Comments or Explanation		

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 ANY OF THE FOLLOW?

☐ Racetrack Owner/Operator ☐ Horse Trainer ☐ Jockey ☐ Harness Driver

☐ Real Estate Broker ☐ Real Estate Salesperson ☐ Doctor ☐ Lawyer

☐ Securities Dealer ☐ Boxing Promoter ☐ Liquor Distribution ☐ 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 HORSE 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 THAT 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 SUSPENDED 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 THAT 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 THAT 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 EXTENSION.)

☐ YES ☐ NO

CALIFORNIA HORSE RACING BOARD

PERSONAL HISTORY RECORD

IF YOU ANSWERED "YES" TO ANY OF THE QUESTIONS ABOVE, PROVIDE DETAILED INFORMATION BELOW (RELEVANT DATES, LOCATIONS, REASONS, ETC.)

ARE YOU CURRENTLY OR HAVE 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.).

Back to Top

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1634, CLAIMING OPTION ENTRY; RULE 1656, ERRORS WHICH INVALIDATE CLAIM; AND RULE 1658, VESTING OF TITLE TO CLAIMED HORSE; TO ALIGN WITH FEDERAL REGULATIONS REGARDING CLAIMING RACES

Board Meeting
August 15, 2024

ISSUE:

The Horseracing Integrity and Safety Authority (HISA) recently amended its Federal regulations pertaining to claiming races. To maintain consistency with the Federal regulations, the California Horse Racing Board (Board) seeks to amend Board Rule 1634, Claiming Option Entry; Board Rule 1656, Errors Which Invalidate Claim; and Board Rule 1658, Vesting of Title to Claimed Horse.

BACKGROUND:

Business and Professions Code (BPC) section 19420 provides that jurisdiction and supervision over meetings in California where horse races with wagering on their results are held or conducted, and over all persons or things having to do with the operation of such meetings, is vested in the Board.

BPC section 19440 provides, in part, that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law and that the Board's responsibilities shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and parimutuel wagering.

BPC section 19562 provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of Horse Racing Law, under which all horse races with wagering on their results shall be conducted in California.

The Horseracing Integrity and Safety Act of the 2021 Consolidated Appropriations Act created HISA as a private, self-regulatory organization. HISA must develop rules related to horseracing, including anti-doping, medication control, and racetrack safety rules. The Federal Trade Commission (FTC) is given broad oversight over HISA. The FTC, after providing an opportunity for public comment, must approve or disapprove any rule proposed by HISA.

ANALYSIS:

Currently, Board Rule 1634 allows the owner, at the time of entry into a claiming race, to declare a horse ineligible to be claimed if it has been laid off and has not started for a minimum of 180 days since its last start, and the horse is entered for a claiming price

not less than the price at which it last started. The proposed regulatory action will amend Board Rule 1634 to align with HISA Rule 2263, Waiver Claiming Option, by reducing the minimum number of days required since the last start from 180 to 120. Additionally, for consistency with HISA Rule 2263, Board Rule 1634 will be amended to allow for ineligibility to apply to a second consecutive start following each such layoff, instead of only the first start, provided that certain conditions are met.

Board Rule 1656 will be amended to update the reference to the claim form, CHRB-11 Agreement to Claim, to reflect the latest version of the form, which is explained below. Also, a non-substantive, technical edit will be made to the title of the rule.

Subsection (c) of Board Rule 1658 currently stipulates that the stewards shall not void a claim if the claimant elects to claim the horse regardless of whether the racing or official veterinarian determines the horse will be placed on the Veterinarian's List as unsound or lame, and subsection (c)(1) requires that the election made under subsection (c) be entered on the CHRB-11 Agreement to Claim. The proposed regulatory action will amend subsection (b)(2)(A) of Board Rule 1658 to include the term "epistaxis," which has the same meaning as "bled" and is used in the HISA rule. The proposed regulatory action also will amend subsection (c) of Board Rule 1658 to align with subsection (f) of HISA Rule 2262, Void Claim, by adding "bled" as one of the reasons for placement on the Veterinarian's List as it relates to subsection (c). Additionally, the reference to the form CHRB-11 Agreement to Claim will be updated to reflect the latest version of the form, which has been revised to include "bled/epistaxis" for consistency with the changes to subsections (b)(2)(A) and (c) of Board Rule 1658. Non-substantive, technical edits will also be made to the Board rule and claim form.

RECOMMENDATION:

This item is presented for Board discussion and action.

Back to Top

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 6. ENTRIES AND DECLARATIONS
PROPOSED AMENDMENT OF RULE 1634, CLAIMING OPTION ENTRY

1634. Claiming Option Entry.

(a) At the time of entry into a claiming race, the owner may opt to declare a horse ineligible to be claimed, provided:

(1) The horse has been laid off and has not started for a minimum of ~~180~~120 days since its last race, and

(2) The horse is entered for a claiming price equal to or greater than the price at which it last started.

(b) Failure to declare the horse ineligible at the time of entry may not be remedied.

(c) Ineligibility shall apply ~~only~~ to the first start following each such layoff.

(d) Ineligibility may apply to a second consecutive start following each such layoff, provided:

(1) The horse was declared ineligible in the first start following the layoff;

(2) The horse did not win in its first start following the layoff;

(3) The horse did not change majority ownership after its first start following the layoff; and

(4) The provision in subsection (a)(2) still applies.

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

Reference: Sections 19408.2 and 19562, Business and Professions Code.

Back to Top

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 7. CLAIMING RACES
PROPOSED AMENDMENT OF RULE 1656, ERRORS WHICH INVALIDATE CLAIM

1656. Errors ~~Which~~That Invalidate Claim.

A claim is invalid if the name of the horse to be claimed is erroneously spelled or not specified on the claim form, CHRB-11 (~~REV. 8/14~~Rev. 7/24) Agreement to Claim, which is hereby incorporated by reference; or if the claim form is not signed by an owner authorized to claim or a member of a racing interest authorized to claim or their properly registered authorized agent; or is not accompanied by a certification from the paymaster of purses that the amount of the claim and all applicable taxes is on deposit with the association or such paymaster of purses; or is deposited at a place other than that provided by the association; or is not deposited within the correct time; or does not specify the racing interest making the claim; or does not correctly specify the name of the new trainer, the claiming race number, or the date of the claiming race; or is otherwise so defective in any particular that the stewards cannot approve its validity; or fails to specify the designated claiming price.

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

Reference: Sections 19408.2 and 19562, Business and Professions Code.

Back to Top

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 7. CLAIMING RACES
PROPOSED AMENDMENT OF
RULE 1658, VESTING OF TITLE TO CLAIMED HORSE

1658. Vesting of Title to Claimed Horse.

(a) Title to a horse ~~which~~that is claimed shall be vested in the successful claimant from the time the field has been dispatched from the starting gate and the horse becomes a starter; and said successful claimant becomes the owner of the horse unless voided by the stewards under the provisions of this article. Only a horse ~~which~~that is officially a starter in the race may be claimed. A subsequent disqualification of the horse by order of the stewards or the Board shall have no effect upon the claim.

(b) The stewards shall void the claim and return the horse to the original owner if:

(1) The horse suffers a fatality during the running of the race or dies or is euthanized before leaving the track, or

(2) The racing or official veterinarian determines the horse will be placed on the Veterinarian's List as bled, unsound, or lame before the horse is released to the successful claimant.

(A) “Bled,” also referred to as “epistaxis,” is defined as the racing or official veterinarian observing a horse bleeding from one or both nostrils during or after the race~~,~~ and determining that such bleeding is a direct result of exercise~~—~~-induced pulmonary hemorrhage.

(c) The stewards shall not void the claim if, prior to the race in which the horse is claimed, the claimant elects to claim the horse regardless of whether the racing or official veterinarian determines the horse will be placed on the Veterinarian's List as bled, unsound, or lame.

(1) An election made under subsection (c) of this rule shall be entered on the form CHRB-11 (Rev. ~~8/14~~7/24) Agreement to Claim, in accordance with section 1656 of this article.

(d) The claim shall be void if the race is called off, canceled, or declared no contest in accordance with Rule 1544 of this division.

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

Reference: Section 19562,
Business and Professions Code.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
CHRB-11 (~~REV. 8/14~~Rev. 7/24)

DATE_____/_____/_____

NEW TRAINER _____
PRINT NAME OF NEW TRAINER

AGREEMENT TO CLAIM

A claim is hereby made for the horse _____ from the _____
PRINT CORRECT NAME OF HORSE RACE ~~NUMBER~~
race on _____ at this meeting in accordance with the Rules and Regulations of the California Horse Racing Board.
DATE OF RACE
I certify that this claim is made for _____ , that the claiming price of
PRINT NAME(S) OF RACING INTEREST MAKING CLAIM

$				,				.	00

plus all applicable taxes is on deposit with the Paymaster of Purse, and that my/our account is to be charged such amount upon the vesting of title to such claimed horse to me/us. I further certify my/our eligibility to claim is by reason of: ☐ Licensed Horse Owner ☐ Open Claim Certificate on file

I elect to claim this horse regardless of whether the racing or official veterinarian determine the horse will be placed on the Veterinarian's List as bled/epistaxis, unsound, or lame. ☐ Yes

_____ _____
SIGNATURE OF AUTHORIZED AGENT FOR CLAIMANT

_____ _____
PRINT NAME OF AUTHORIZED AGENT FOR CLAIMANT SIGNATURE OR SIGNATURES OF CLAIMANT~~(S)~~

Back to Top

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE PROPOSED AMENDMENT TO CHRB RULE 1497, CONFIDENTIALITY OF APPLICATIONS, AND CHRB RULE 1548, RULINGS BY THE STEWARDS, TO ALIGN WITH CURRENT PRACTICES REGARDING THE CONFIDENTIALITY OF INFORMATION AND COMPLY WITH THE INFORMATION PRACTICES ACT.

Board Meeting
August 15, 2024

ISSUE:

California Horse Racing Board (Board) Rule 1497, Confidentiality of Applications, and Board Rule 1548, Rulings by the Stewards, do not align with current Board practices regarding the confidentiality of information contained on an application or in rulings or orders issued by stewards. Therefore, the Board seeks to amend Board Rules 1497 and 1548 to align with current practices and comply with the Information Practices Act.

BACKGROUND:

Business and Professions Code (BPC) section 19420 provides that jurisdiction and supervision over meetings in California where horse races with wagering on their results are held or conducted, and over all persons or things having to do with the operation of such meetings, is vested in the Board. BPC section 19435 provides that the Board, its executive director, or the stewards, may issue subpoenas for the attendance of witnesses or the production of any records, books, memoranda, documents, or other papers or things, as is necessary to enable any of them to effectually discharge their duties, and may administer oaths or affirmations as necessary in connection therewith. BPC section 19440 provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law, whereby the responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses. BPC section 19460 provides that all licenses are subject to all rules, regulations, and conditions prescribed by the Board. BPC section 19466 provides that the Board shall maintain a current listing of its temporary and permanent licensees and shall include therein identifying information as to each licensee and the address of record. The Board may provide a copy of the listing in the form requested by any federal, state, county, or municipal authority or racing jurisdiction. Civil Code section 1978.61, subsection (a), states that nothing prohibits the release of only names and addresses of licensees.

ANALYSIS:

The proposed regulatory action would amend Board Rule 1497 to align with current practices and information regarding confidentiality provided on the CHRB-4, Application for License, form. It would specify the parameters in which information contained on an application would be considered confidential in compliance with the Information Practices

Act. The proposed regulatory action would also amend Board Rule 1548 to align with the current practice of not including social security numbers in rulings or orders issued by the stewards.

RECOMMENDATION:

This item is presented for Board discussion and action.

Back to Top

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 4. OCCUPATIONAL LICENSES
PROPOSED AMENDMENT TO
RULE 1497. CONFIDENTIALITY OF APPLICATIONS

~~(a) Except as set forth in Subsection (b) of this rule, all information contained on an application for license filed with the Board and all subsidiary information required by the Board in conjunction with such application, may be disclosed to the public.~~

No information contained in an application for license filed with the Board, or subsidiary information required in conjunction with such application, shall be considered confidential unless:

~~(b) The following information when contained on an application for license, or when required by the Board as subsidiary information in conjunction with such application, is confidential and shall not be disclosed to the public except in compliance with an order of the Board or any legal order of any court or other agency having jurisdiction of the enforcement of any state or federal laws.~~

~~(1) Personal addresses, personal residences and personal telephone numbers.~~

(a~~2~~) The information includes ~~P~~personal identification numbers such as social security numbers, federal identification numbers, driver's license numbers, and bank account numbers;~~.~~

(b~~3~~) The information includes ~~S~~statements of personal worth and personal financial data used to establish the applicant's personal qualifications for license;~~.~~

(c~~4~~) The information relates to ~~Information regarding~~ minor children;~~.~~ or

(d) The information is marked or otherwise identified as confidential in the application.

Authority: Sections 19440 and 19460,
Business and Professions Code.

Reference: Sections 19435, 19440, 19460 and 19466,
Business and Professions Code.

Back to Top

CALIFORNIA CODE OF REGULATIONS
TITLE 4. BUSINESS REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 5. RACING OFFICIALS
PROPOSED AMENDMENT TO
RULE 1548. RULINGS BY THE STEWARDS

(a) Any ruling or order issued by the stewards shall specify:

(1) the full name of the licensee or person subject to the ruling or order;

(2) the ~~his~~ date of birth of the licensee or person subject to the ruling or order ~~and social security number~~, if known;

(3) the rule or regulation violated; ~~a statement of the offense charged including any rule number,~~ and

(4) the penalty imposed.

(b) Any person affected by any ruling or order shall be notified.

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

Reference: Sections 19420 and 19440, Business and Professions Code.

Economic Impact of the California Horse Industry
2023 Report by the American Horse Council

The California Horse Power Coalition is proud to report the results of the American Horse Council's 2023 Economic Impact Study. The California breakout study surveyed horse owners and suppliers throughout the state to determine the industry's impact on the California economy.

ECONOMY

From the direct impact of caring for California's estimated **477,426 horses** and spending on events and recreation, to the ripple effects on other sectors of the economy, the equine industry is an enduring economic driver for the state of California, seeing tremendous growth since the previous study was conducted in 2018.

Total Value to CA Economy: **$11.6 Billion**
39.8% increase from $8.3 Billion

Direct Contribution to CA GDP: **$6.5 Billion**
44.4% increase from $4.5 Billion

Total Employment: **132,496 Jobs**
14.7% increase from 115,474

Direct Employment: **93,467 Jobs**
20.3% increase from 77,703

POPULARITY

Horses are incredibly popular in the State of California. **30.48% of households in 2022 reported having an enthusiast in their home**: someone who participates in or attends horse events and activities. This holds steady from the 2018 study, which reported 30.5% households with a horse enthusiast.

- California Households with a horse enthusiast: **4.1 Million**
- Household income for 21% of horse enthusiasts: **$50,000–$75,000**
- Participants under the age of 18: **38%**

The equine industry generates tourism to California through competitions, sporting events, recreational events and more. In 2022, individuals are estimated to have spent **$4.2 billion in California on travel, dining, and lodging** while participating in and attending these events.

- Total Tourism Impact: **$6.1 Billion**
- Direct Tourism Impact: **$3.3 Billion**

HORSE RACING

California is one of the largest horse racing hubs in the United States, with nine racecourses across the state. The state has been selected as the host site for the Breeders' Cup World Championships, which began in 1984, at Santa Anita Park and Del Mar for 12 of the last 18

years, including this year and 2025. Kentucky, also a major racing and breeding state, hosted the Breeders' Cup for the other six years.

Last year, California horse racing saw **$135 Million in purses**, with **total handle of $3.2 Billion.** Employment rose significantly to 24,860 direct jobs, up from 17,798 in 2018.

- Total Economic Impact: **$2.5 Billion**
- Direct Economic Impact: **$1.5 Billion**

- Total Employment: **36,890 Jobs**
- Direct Employment: **24,860 Jobs**

RECREATION & LAND PRESERVATION
Recreational activities – including horseback riding lessons, trail riding, and more – foster individual relationships with horses and encourage the preservation of trails and public lands through associations that support these activities and their associated environmental conservation work.

- **1.3 Million** California households who participated in trail riding
- **816,000+** California households who took riding lessons

Additionally, the horse industry plays a significant role in preserving agricultural land.

- **87%**: California trail riders who utilized public land
- **48%**: California horse owners report owning or leasing a farm, barn, or stable.
- **410,000 acres:** California land owned or leased for horse-related uses

EQUINE WELFARE
The California equine industry cares for horses throughout their lives. A network of 123 animal welfare organizations across the state – including aftercare organizations, equine rescues, and equine sanctuaries – are dedicated to the rehabilitation, re-training, and/or retirement of the state's estimated 477,000+ horses.

- Total Economic Impact: **$14.7 Million**
- Direct Economic Impact: **$8.6 Million**

- Employee Compensation: **$4.8 Million**
- Total Employment: **196**
- Direct Employment: **150**

Back to Top

CALIFORNIA HORSE INDUSTRY

2023 ECONOMIC IMPACT REPORT



$11.6 BILLION

Total Value to the California Economy

$6.5 BILLION

Direct Contribution to GDP

132,496

Total California Jobs

93,467

Industry Workers



410,000

Acres of California Land Owned or Leased for Horse-Related Purposes



477,426

Horses in California

California Residents who Volunteer Their Time with Horses:

220,000





4.1 MILLION

California Households with Horse Enthusiasts

2023 American Horse Council Economic Impact Study

Back to Top

CALIFORNIA RACING SECTOR

2023 ECONOMIC IMPACT REPORT

CALIFORNIA Horse Power COALITION



$2.5 BILLION

Total Value to the California Economy

$1.5 BILLION

Direct Contribution to GDP

36,890

Total California Jobs

24,860

Industry Workers

$136 MILLION

Total Purses

$3.2 BILLION

Total Handle

816,000

Horseback Riding Lessons Taken in California

$100 MILLION

Generated by Breeders' Cup Championships in local economy

2023 American Horse Council Economic Impact Study

Back to Top

CALIFORNIA HORSE INDUSTRY

2023 ECONOMIC IMPACT REPORT



COMPETITION SECTOR

$2.1 BILLION
Total Value to California Economy

$1.2 BILLION
Direct Contribution to California GDP

25,278
Total Jobs Supported

18,081
Industry Workers

RECREATION SECTOR

$2.2 BILLION
Total Value to California Economy

$1.2 BILLION
Direct Contribution to California GDP

25,922
Total Jobs Supported

18,410
Industry Workers

RACING SECTOR

$2.5 BILLION
Total Value to California Economy

36,890
Total Jobs Supported

24,860
Industry Workers

$1.5 BILLION
Direct Contribution to California GDP

RESCUES & SANCTUARIES

$14.7 MILLION
Total Value to California Economy

$8.6 MILLION
Direct Contribution to California GDP

196
Total Jobs Supported

150
Industry Workers

EQUINE ASSISTED THERAPY

$42.5 MILLION
Total Value to California Economy

$30.3 MILLION
Direct Contribution to California GDP

673
Total Jobs Supported

579
Industry Workers

2023 American Horse Council Economic Impact Study

Back to Top

STAFF ANALYSIS

Discussion and action by the Board regarding the request for approval of the nominated members to the Board of Directors of the California Thoroughbred Horsemen's Foundation, Inc., pursuant to CHRB Rule 2049(a), Designation and Approval of Horsemen's Welfare Fund

Board Meeting
August 15, 2024

ISSUE:

Pursuant to California Horse Racing Board (Board) Rule 2049, Designation and Approval of Horsemen's Welfare Fund, the California Thoroughbred Horsemen's Foundation, Inc. (CTHF) requested Board approval of the nominated members to its Board of Directors.

BACKGROUND:

Business and Professions Code (BPC) section 19440 provides that the Board shall have all powers necessary and proper for it to carry out the purposes of the Horse Racing Law. BPC section 19641 states that any redistributable money in a pari-mutuel pool subject to payment to a claimant pursuant to BPC section 19598, but not successfully claimed within that period, shall be paid as specified and an estimated payment equal to 20 percent of the preceding year's unclaimed redistributable money shall be distributed to the welfare fund as specified.

Board Rule 2049, Designation and Approval of Horsemen's Welfare Fund, sets forth the requirements for the establishment and designation of a charitable corporation to administer the horsemen's welfare fund for the benefit of horsemen. Board Rule 2049 requires that the charitable corporation have a minimum of five and a maximum of eleven directors who are subject to Board approval. The charitable corporation shall select at least one director or trustee without financial interest in horse racing pursuant to BPC section 19641.2(c).

The CTHF is a self-administered charitable program dedicated to assisting financial needy backstretch workers and their primary dependents. The CTHF offers medical and dental care, prescriptions, eye testing and glasses, financial aid, social programs, free clothing, and household items. The CTHF also provides services and support through the California Thoroughbred Trainers (CTT), the Winners Foundation, and the Chaplaincy program. The CTHF is regulated by the Board and is funded principally through the receipt of unclaimed winning pari-mutuel ticket revenues and a share of Advance Deposit Wagering (ADW) receipts. Additionally, donations and support are received from thoroughbred tracks, the Thoroughbred Owners of California (TOC), and individual donors.

ANALYSIS:

The CTHF nominated three individuals for open board member positions. The following individuals, all returning directors, were re-elected for a three-year term expiring on June 30, 2027.

Thomas R. Bell
Damascus Castellanos
Josh Rubinstein

Approval of the nominations keeps the CTHF board at a total of ten members, which is within the range of directors permitted under Board Rule 2049.

In accordance with Board Rule 2049, subsection (a), the nominations are submitted to the Board for approval.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.
"Assisting Horsemen in Need"

June 21, 2024

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

KEN SMOLE
President

JOSH RUBINSTEIN
Vice President

ANGIE CARMONA
Secretary/Treasurer

Board of Directors
RAY BELL
ANGIE CARMONA
DAMASCUS CASTELLANOS
JAMES DUNN, M.D.
STEPHANIE HRONIS
LUCY LAWRENCE
JOSH RUBINSTEIN
ERIC SINDLER
KEN SMOLE
MILLIE YAKTEEN

In Memoriam
NOBLE THREEWITT

Director Emeritus
LEONARD DORFMAN

JORDYN EGAN
Executive Director

Dear Scott:

CHRB Rule 2049 (a) requires our foundation to gain approval of the CHRB for directors elected to our board, whether serving another term, or new directors to our board.

During the recent June Board of Directors' meeting of the California Thoroughbred Horsemen's Foundation, Inc., nominations were held for open board member positions. The following individuals, all returning directors, were elected for a three-year term, expiring June 30, 2027.

Thomas R. Bell (returning board member) better known as "Ray" has been involved in the Thoroughbred Industry as a trainer, owner and breeder for most of his life. He also currently serves as a board member of the California Thoroughbred Trainers. Ray's father and grandfather were also heavily involved in the industry — his grandfather's participation dating back to when Del Mar originally opened in the late 1930's. Ray has seen the benefits the CTHF offers to his employees, and all backstretch workers, and is pleased to be able to represent his fellow stable workers with a seat on the CTHF board.

Damascus Castellanos (returning board member). As the labor representative on the CTHF board, Damascus has seen the passion his members have for the racing industry, given many of them come from families steeped in California racing's history. His passion has been contagious, and Damascus now brings that passion not only over to the backstretch community, but also as a Commissioner on the California Horse Racing Board.

Back to Top

Josh Rubinstein (returning board member). Josh is President and Chief Operating Officer of the Del Mar Thoroughbred Club. He serves on several Industry committees and boards including the National Thoroughbred Racing Association (NTRA), the Thoroughbred Racing Association (TRA), and Southern California Off-Track Wagering Inc. (SCOTWINC).

These nominations keep our board at a total of ten members, within the scope of the number allowed by CHRB Rule. (maximum of eleven) Pursuant to Rule 2049 (a) of the California Horse Racing Board Rules and Regulations, the nominations are submitted to the CHRB for approval at a public meeting of the CHRB's choice.

Thank you for your consideration.

Best regards,

Jordyn Egan

Jordyn Egan

Agenda Item 11

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

There is no board package material for Item 11

Back to Top

Agenda Item 12

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

There is no board package material for Item 12

Back to Top

Agenda Item 13

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

There is no board package material for Item 13

Back to Top

Agenda Item 14

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

There is no board package material for Item 14