

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

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



REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Wednesday, July 21, 2021**, commencing at **9:30 a.m. via teleconference**. 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."

Please be advised, in accordance with Executive Order N-29-20, the CHRB will provide a teleconference option for its upcoming public meeting, to be held on **July 21, 2021 at 9:30 a.m.** Board members and members of the public are strongly encouraged to participate using the teleconference phone number provided below so as to minimize the spread of COVID-19 and reduce the risk of infection during this current state of emergency. No physical location will be provided.

To participate in the teleconference, dial 888-392-4564 and enter 6896291# when prompted. To comment on an agenda item, press *1 during the call to be added to the queue. If you are a member of the public and wish to listen to the meeting and not participate, we request that you please listen to the meeting via the webcast link on our website to avoid congestion and potential technical difficulties.

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

AGENDA

Action Items:

1. **Approval of the minutes of June 16, 2021.**
2. Discussion and action by the Board regarding **approval of the change of ownership for the minisatellite California Horse Racing & Sports, LLC, dba The Derby Room, pursuant to Board Rule 2066(h).**
3. Discussion and action by the Board regarding **fire clearance status of San Luis Rey Downs auxiliary training facility**, pursuant to CHRB Rule 1927, Fire Prevention.
4. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Sonoma County Fair and the Thoroughbred Owners of California (TOC)** regarding entry conditions and specified drug substances or medications to be implemented by the Sonoma County Fair during its 2021 race meeting.

5. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Sonoma County Fair (F)** at Golden Gate Fields, commencing August 4, 2021 through August 17, 2021, inclusive.
6. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Humboldt County Fair (F)** at Ferndale, commencing August 18, 2021 through August 31, 2021, inclusive.
7. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association II (T)** at Golden Gate Fields, commencing August 25, 2021 through October 6, 2021, inclusive.
8. Discussion and action by the Board regarding consideration of comments received during the 45-day comment period and public hearing regarding the **proposed adoption of CHRB Rule 1415, Public Participation in Meetings**, to define the rules regarding public participation during meetings of the Board.
9. Discussion and action by the Board regarding **approval of an agreement, pursuant to Business and Professions Code section 19604(f)(5)(E), to modify the distribution from Advance Deposit Wagering (ADW) Market Access Fees**, to supplement funding for CHRB Board Support.
10. Discussion and action by the Board on the **approval of the fiscal year 2021-22 agreement** providing funding support for the Board.
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 via the teleconference line. 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).

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at www.chrb.ca.gov. *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 Amanda Drummond. 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
Wendy Mitchell, Member
Alex Solis, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
(916) 263-6000
FAX (916) 263-6042



PENDING ADMINISTRATIVE ADJUDICATIONS JULY 2021

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

CASE

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
(916) 263-6000
FAX (916) 263-6042



PENDING LITIGATION JULY 2021

COURT LITIGATION

- A. Ruis Racing, LLC v. California Horse Racing Board**
Superior Court of California, County of Los Angeles

- B. Hollendorfer v. California Horse Racing Board**
Superior Court of California, County of San Diego

- C. Zvi Kriple v. California Horse Racing Board**
Superior Court of California, County of San Diego

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**REGULAR BOARD MEETING MINUTES****Date and Time:** June 16, 2021 at 9:30 a.m.**Location:** Teleconference**Board Members Present:** Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Alex Solis, Member
Dennis Alfieri, Member
Wendy Mitchell, Member
Demascus Castellanos, Member
Brenda Washington Davis, Member**Staff Members Present:** Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel**1. APPROVAL OF THE MINUTES OF MAY 19, 2021.****Motion:** Approve.**Motioned/Seconded:** Washington Davis/Castellanos**Roll call vote: Aye:** Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Page 3 in the Board transcript.

2. REPORT FROM THE PARI-MUTUEL AND WAGERING COMMITTEE.**Motion:** No action required.**Motioned/Seconded:** N/A**Roll call vote: Aye:** N/A. **Nay:** N/A. **No motion required.**

Pages 3–15 in the Board transcript.

3. DISCUSSION AND PRESENTATION BY THE ARABIAN RACING ASSOCIATION OF CALIFORNIA (ARAC) REGARDING OPPORTUNITIES AND THE IMPACT OF 2021 DATES AND LOCATION PROPOSALS ON ARABIAN RACING IN CALIFORNIA.**Motion:** No action required.**Motioned/Seconded:** N/A**Roll call vote: Aye:** N/A. **Nay:** N/A. **No motion required.**

Pages 15–31 in the Board transcript.

Proceedings of the Regular Meeting of June 16, 2021

4. DISCUSSION AND ACTION BY THE BOARD REGARDING **REALLOCATION OF 2020 RACE DATES TO REALLOCATE JULY 21, 2021–AUGUST 3, 2021 FROM CALIFORNIA EXPOSITION AND STATE FAIR, AT CAL EXPO, TO THE PACIFIC RACING ASSOCIATION II (PRA II).**

Motion: Approve.

Motioned/Seconded: Castellanos/Gonzales

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

Pages 31–45 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE CALIFORNIA AUTHORITY OF RACING FAIRS (CARF) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), PACIFIC COAST QUARTER HORSE RACING ASSOCIATION (PCQHRA), AND THE ARABIAN RACING ASSOCIATION OF AMERICA (ARAC) REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY THE ALAMEDA COUNTY FAIR DURING ITS 2021 RACE MEETING.**

Motion: Approve.

Motioned/Seconded: Washington Davis /Ferraro

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

Pages 45–49 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING **THE REQUEST FOR AN EXTENSION TO OBTAIN A FIRE CLEARANCE APPROVAL FOR THE SAN LUIS REY DOWNS AUXILIARY TRAINING FACILITY, PURSUANT TO CHRB RULE 1927, FIRE PREVENTION.**

Motion: Disapprove extension pending revisit at July 2021 regular Board meeting; weekly plan presented to the Board in writing by end of June 2021; and progress report at the September 2021 regular Board meeting.

Motioned/Seconded: Ferraro/Washington Davis

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

Pages 50–69 in the Board transcript.

Proceedings of the Regular Meeting of June 16, 2021

7. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE DEL MAR THOROUGHBRED CLUB (DMTC) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC)**, REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY DMTC AT THE DEL MAR RACETRACK.

Motion: Approve.

Motioned/Seconded: Solis/Alfieri

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

Pages 70–72 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB (T)** AT DEL MAR, COMMENCING JULY 7, 2021, AND CONTINUING THROUGH SEPTEMBER 7, 2021.

Motion: Approve, designate 2021 California Thoroughbred Trainers agreement for 2021 meeting, contingent upon reexamination of San Luis Rey Downs Training Center fire clearance at July 2021 regular Board meeting, along with successful completion of Del Mar Racetrack fire clearance inspection on July 12, 2021.

Motioned/Seconded: Alfieri/Castellanos

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

Pages 72–111 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE CALIFORNIA EXPOSITION AND STATE FAIR (F) AT PLEASANTON**, COMMENCING JULY 14, 2021, AND CONTINUING THROUGH JULY 20, 2021.

Motion: Approve.

Motioned/Seconded: Washington Davis/Solis

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

Pages 112–121 in the Board transcript.

Proceedings of the Regular Meeting of June 16, 2021

10. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE PACIFIC RACING ASSOCIATION II (PRA II) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC)**, REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY PRA II AT THE GOLDEN GATE FIELDS RACETRACK.

Motion: Approve.

Motioned/Seconded: Castellanos/Alfieri

Roll call vote: Aye: Alfieri, Castellano, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 121-123 in the Board transcript.

11. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION II (T)** AT GOLDEN GATE FIELDS, COMMENCING JULY 21, 2021, AND CONTINUING THROUGH AUGUST 3, 2021.

Motion: Approve on condition that past California Thoroughbred Trainers agreement is adopted and signal is provided to all northern California satellite facilities.

Motioned/Seconded: Ferraro/Castellanos

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

Pages 123–128 in the Board transcript.

12. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 128–133 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 128–143 in the Board transcript.

13. PUBLIC COMMENT.

Pages 143–153 in the Board transcript.

MEETING ADJOURNED AT 1:16 P.M.

Proceedings of the Regular Meeting of June 16, 2021

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

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF THE
CHANGE OF OWNERSHIP FOR THE MINISATELLITE THE DERBY ROOM, SPORTS
GRILL & TURF CLUB, NORCO, CALIFORNIA, PURSUANT TO BOARD RULE
2066(H).

Regular Board Meeting
July 21, 2021

ISSUE:

In 2018, the California Horse Racing Board (Board) issued a license for the minisatellite provider, California Horse Racing & Sports, LLC, DBA The Derby Room, Sports Grill & Turf Club (The Derby Room). In 2020, The Derby Room submitted and was approved for a change in ownership to add Gregory Connick as an additional owner. In May 2021, The Derby Room notified the Board of the passing of Gregory Connick, requested the removal of Mr. Connick from its license, and to add Gregory Zennedjian as an additional owner at 20%. The Derby Room requests the approval of the following ownership changes: Belal Rahman 25% (previously 30%); Casey Zolnier 25% (previously 30%); and Gregory Zennedjian 20%. The ownership percentages for Brandon Zennedjian (20%) and Eddie Zennedjian (10%) remain unchanged. The current license for The Derby Room is active through December 12, 2023.

ANALYSIS:

Pursuant to Board Rule 2066(h), a change in ownership interest for California Horse Racing & Sports, LLC requires the notification of the Board in writing seeking permission to amend their license. Additionally, the Board would need to review and approve this change.

Board Rule 2066(h) states the following:

“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.”

BACKGROUND:

[Business and Professions Code \(BPC\) section 19420](#) provides that the Board shall have 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. [BPC section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually its responsibilities, including the administration and enforcement of all laws, rules, and regulations affecting horse racing and pari-mutuel wagering. [BPC section 19605.25](#)

provides the conditions in which the Board may approve satellite wagering facilities and the conditions each facility must meet.

RECOMMENDATION:

This item is presented for Board discussion and action.



3230 Hamner Avenue Norco, CA 92860
18700 Lake Perris Drive Perris, CA 92571

May 26, 2021

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

To Whom it May Concern,

Unfortunately, this year we lost one of our partners to Covid. We need to remove Greg Connick from the license at The Derby Room Norco (California Horse Racing and Sports, LLC). That partnership has been replaced with Gregory Zennedjian at 20%. Can you please instruct me on the best way to move forward and what forms that will need to be completed to get this information updated?

There have also been some changes made to The Derby Room Glen Arden. Brandon Zennedjian, 12.5%, Belal (Billy) Rahman, 12.5%, Casey Zolnier, 12.5%, and Greg Zennedjian, 12.5% need to be added/updated to that license. I will also need the correct forms to complete this change.

Thank you,

Brandon Zennedjian, Managing Partner

California Horse Racing and Sports, LLC

BZ/mz

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING FIRE CLEARANCE
STATUS OF SAN LUIS REY DOWNS AUXILIARY TRAINING FACILITY, PURSUANT
TO CHRB RULE 1927, FIRE PREVENTION

Regular Board Meeting
July 21, 2021

ISSUE:

The San Luis Rey Downs (SLRD) auxiliary training facility is an auxiliary site where horses are stabled for various horse racing associations that conduct race meetings in California. As such, pursuant to California Horse Racing Board (Board) [Rule 1927](#), Fire Prevention, a written clearance from the fire authority having jurisdiction, stating that an inspection has been made of the site and that the facilities conform with a reasonable standard of fire safety, must be filed with the Board prior to the start of each said race meeting, whereby the inspection shall have been made within 45 days prior to the commencement of the meet. The Stronach Group (TSG), which owns the SLRD, has submitted a request to the Board for an extension to meet certain requirements prescribed in Board Rule 1927 regarding the reasonable standard of fire safety. TSG also requests an exemption from the 45-day provision in Board Rule 1927.

ANALYSIS:

Pursuant to Board Rule 1927, before a license to conduct a horse racing meeting is granted to an association, the association must provide a written clearance from the fire authority having jurisdiction, stating that an inspection has been made of the inclosure and any additional location where any excess number of horses will be stalled. Various racing associations use SLRD as an additional location for an excess number of horses to be stalled. Therefore, in addition to providing a written fire clearance to the Board for the inclosure where the association will be conducting its race meet, these associations must also provide one for SLRD. However, because SLRD is owned by TSG, TSG is responsible for obtaining the required fire clearance.

Board Rule 1927 sets forth certain requirements that constitute a “reasonable standard of fire safety.” These requirements include, but are not limited to, facilities used for stabling of horses or human habitation being equipped with an automatic sprinkler system and an automatic fire alarm system, as well patrol of said facilities by a watchman during hours or darkness. Board Rule 1927 also states that any association whose stable area, including any additional location where any excess number of horses will be stables, does not meet the reasonable standard of fire safety may petition the Board for an extension of time within which to comply with the rule. At the August 2020 meeting, the Board approved an extension for TSG through the end of July 2021 to complete the installation of a sprinkler system and fire alarm system for its “historic” barns, which are distinct from its new barns, in order for SLRD to be in compliance with Board Rule 1927. Due to COVID-19, the update of the barns has been significantly delayed and TSG is requesting

an additional extension to complete the project in order to come into compliance. In the attached letter, TSG requests an extension until the end of April 2022. Board Rule 1927 provides that, in reviewing such a request or petition, the Board shall take into consideration any written recommendation from the fire authority having jurisdiction, as well as other pertinent matters, recognizing that the physical structure of each racing inclosure is unique and has its own particular problems.

Board Rule 1927 also requires that the inspection be completed within 45 days prior to the beginning of the race meet. TSG states that the fire authority having jurisdiction over SLRD performed an inspection on July 31, 2020, and is attached for reference. TSG requests an exemption from the 45-day requirement. Without an exemption, any race meets commencing more than 45 days after the inspection date would require that another fire inspection be completed. Certain fire authorities have expressed that multiple inspections at a single site in a one-year period are difficult or not possible due to limited time and resources, especially during the current health crisis.

At the June 16, 2021 regular Board meeting, the Board heard a request from TSG to be granted additional time to update their historical barns to be compliant with Board Rule 1927. At the June Board meeting, the Board tabled this issue until the July meeting and requested TSG to bring a report regarding the implementation plan to bring the barns into compliance as well as further details into the delay of the updates. A copy of that report is attached for 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](#) states that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of this chapter. Responsibilities of the Board shall include adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. BPC [section 19460](#) provides that all licenses granted under this chapter shall contain such conditions as are deemed necessary or desirable by the Board for the best interests of horse racing and the purposes of this chapter. Board Rule 1927 provides that applicants for license to conduct a horse racing meeting in California shall first make provisions for fire prevention and protection and submit to the Board a written clearance from a fire authority having jurisdiction, stating that an inspection has been made of both the inclosure and any additional locations where any excess number of horses will be stalled, that the inspection ensures that the fire safety provisions meet the Board's standards described in Board Rule 1927, and that the inspection was conducted within 45 days of the commencement of the race meeting.

RECOMMENDATION:

This item is presented for Board discussion and action.



**SAN LUIS REY
TRAINING CENTER**

June 3, 2021

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

Re: San Luis Rey Training Center – Rule 1927 Exemption Request

Dear Mr. Chaney,

San Luis Rey Training Center (“SLR”) is unique in that its barn area has two different types and ages of barns—the “historic” barns and the new barns.

As discussed with the California Horse Racing Board (“CHRB”) last year, the new barns constructed in the last few years can house approximately 200 horses. These barns have an automatic sprinkler system and a fire bell. Due to the proximity of the barns to the guard house (and the on-duty guard being able to call 911 in event of a fire), both the local building inspector and fire department approved these barns having a fire bell rather than an automatic fire alarm system. There is 24/7 coverage in the guard house. The sprinkler system and alarm are tested annually.

We have previously noted that the historic barns at SLR do not have a sprinkler system or fire alarm/bell. The process to add a sprinkler system and fire alarm system to already existing structures is a lengthy process. In the July 31, 2020 letter to the CHRB we noted that we were hopeful that we would be able complete the work by the end of July 2021, but would periodically update CHRB staff on the progress of the project and notify CHRB staff if we encountered any issues that would cause the project to not be finished by the target date. The CHRB granted SLR an extension, through July 31, 2021, to complete the installation of the sprinkler system and fire alarm system to our historic barns.

We have been in periodic contact with CHRB staff to give them updates on the progress. Unfortunately, while work has now commenced on the installation of the sprinkler system and fire alarm, it will not be completed by July 31, 2021. The completion of the work has been significantly delayed due to Covid-19. The contractors involved in this project were either completely shut down or short staffed to a point that didn’t allow them to complete an installation of this scope. Additionally, the sprinkler materials needed for this project were in short supply during the pandemic as suppliers were also shut down.

The revised target date for completion of the work as it relates to the barns and living quarters is January 31, 2022. The revised target completion date of the entire project (which includes the dining hall, bathrooms, mechanic shop, and storage) is April 30, 2022. We will continue to periodically update CHRB staff on the progress of the project and notify CHRB staff if we encounter any issues that would cause the project to be further delayed.

Under CHRB Rule 1927, we request an extension, through January 31, 2022, to complete the installation of the sprinkler system and fire alarm system to our historic barns.

The local fire department having jurisdiction over SLR performed an inspection on July 31, 2020 with no violations and the clearance letter was provided to the CHRB staff. We have requested a reinspection, which will be completed as soon as possible, but the county has yet to schedule an appointment. In the interim, we request an exemption from the requirement in Rule 1927 that the fire inspection be completed within 45 days of the start of the meet. County fire officials have stated they wouldn't typically reinspect our facility multiple times per year given their current resources.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Nate Newby", with a long horizontal flourish extending to the right.

Nate Newby

North County Fire Protection District

**330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010**



Friday, 31 July, 2020

Attn: Kevin Habell

5772 CAMINO DEL REY

BONSALL, CA 92003

Re: Initial - Fire & Life Safety on July 31 2020

Property Address:

San Luis Rey Training Center

5772 CAMINO DEL REY

BONSALL, CA 92003

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:

A handwritten signature in black ink, appearing to read "D. Moore, Jr.", is written over a horizontal line.

FFP David Moore, Jr.

bmoore@ncfire.org

Property Representative:

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

Kevin Habell

San Luis Rey Training Center

Fire sprinkler installation timeline

Material Procurement and Production: In Progress

Final Design and Permitting: In Progress

Underground Water and Electrical Service to all structures: 42 Days to complete (In Progress)

*(Underground Fire Water required to meet NFPA standards 13 & 24: Minimum available water supply of 115 psi static and 100 psi residual pressure at 1,000 gpm flowing.)

Barn H: 21 Days to complete (Begin August – waiting on materials)

Barn A: 21 Days to complete

Barn B: 21 Days to complete

Barn C: 21 Days to complete

Barn D: 21 Days to complete

Barn E: 28 Days to complete

Barn F: 35 Days to complete

Barns completed by mid-January 2022

Tack Rooms: 14 Days to complete

Recreation Hall: 35 Days to complete

Restrooms: 7 Days to complete

Auto Repair Yard: 21 Days to complete

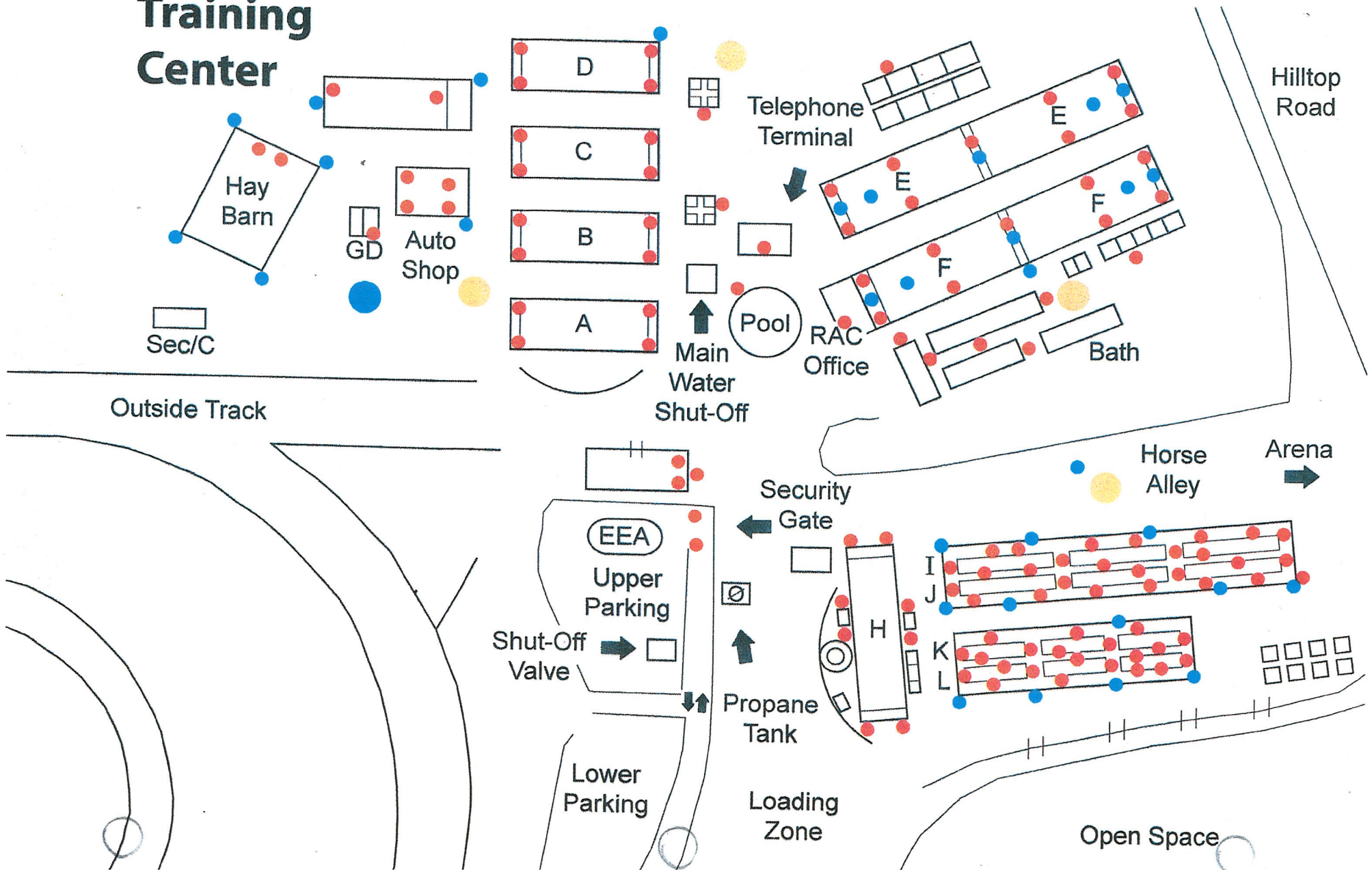
Haybarn/Storage: 21 Days to complete

Entire project expected to be completed by April 2022.

Project includes adding fire sprinkler to all barn stalls, tackrooms, common areas, as well as storage and maintenance yard. Fire alarm panel will be installed and monitored by a third party as well as on-site by staff 24/7. All project timelines will be evaluated and monitored by Santa Anita Park's, Fire Marshal.

San Luis Rey Training Center

- Fire Extinguisher
- Fire Hose
- Fire Hydrant
- Water Truck



San Luis Rey Fire Prevention

NFPA 150; Standard on Fire and Life Safety in Animal Housing Facilities

NFPA 150 1.13.1.1

- Safe environment for human occupants in animal housing.
- Safe environment for animal occupants inside or adjacent to structure.
- Minimize loss of property and interruption of operations of facility.

NFPA Chapter 12

- Must have adequate ingress and egress.
- Fire Alarm are required in all sleeping quarters, common areas, air-conditioned areas.

NFPA 9.2.3

- Fire Extinguishers classification 2-A:10-B:C, required 50 feet from each entrance and within 50 feet of travel and egress.
- Grooms, trainers, and owners are responsible for protection of property (horses)

San Luis Rey is in accordance with the NFPA 150 Standards as well as the AHJ (Authority having jurisdiction), Cal Fire North San Diego.

- Fire extinguishers are located every 5 Stalls (all meeting or exceeding extinguishers rating standards), all entrances/exits, storage areas, as well as all common areas.
- Hose cabinets and fire hydrants are located across the property.
- Smoke Detectors are located throughout the facility including sleeping areas, breezeways, dining area, air-conditioned.
- Adequate egress are maintained throughout facility.
- Maps of evacuation routes, location of fire extinguishers/ hose cabinets, are posted throughout the entirety of property.
- Two water tenders with fire suppression capabilities stationed around the facility.
- Fireproof containers are used for hay storage if a fire is present on or near the training facility.
- The facility utilizes roving 24/7 security as a Fire Watch

All should stand as adequate Fire Prevention while Automatic Fire Sprinklers are being installed and will be monitored by Santa Anita Park's Fire marshal.

For any information about status, question, and or concern. Please feel free to contact Santa Anita Park Fire Marshal.

Santa Anita Park

Fire Marshal: Joshua Funk

Joshua.funk@santaanita.com

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN
AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO
ESTABLISH CONDITIONS, BETWEEN THE SONOMA COUNTY FAIR AND THE
THOROUGHBRED OWNERS OF CALIFORNIA (TOC) REGARDING ENTRY
CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE
IMPLEMENTED BY THE SONOMA COUNTY FAIR DURING ITS 2021 RACE
MEETING

Regular Board Meeting
July 21, 2021

ISSUE:

California Horse Racing Board (Board) [Rule 1581, Racing Secretary to Establish Conditions](#), allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. [BPC section 19590](#) states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. [BPC section 19562](#) provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the acceptance of entries and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of Thoroughbreds, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organizations. Additionally, any agreement must be approved by the Board before entries are taken. Here, the Sonoma County Fair has entered into an agreement with the TOC to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, prohibits a horse from performing a timed workout within 10 days of a joint injection, and prohibits a horse from racing for 30 days if it has received an injection in a metacarpophalangeal or metacarpophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

Race Day Medication Agreement

This Race Day Medication Agreement (this “Agreement”) is entered into effective as of May 28, 2021 (the “Effective Date”) by and between the Thoroughbred Owners of California (“TOC”) and Sonoma County Fair & Exposition, Inc. (Racing Association).

Recitals

- A. Racing Association is operating its 2021 race meet at Golden Gate Fields.

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, TOC and Racing Association (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Stakes Races. No horse, of any age, shall be permitted to race in a “Stakes Race” conducted by Racing Associations during its 2021 race meet with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A “Stakes Race” shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.

2. Joint Injections. No horse, of any age, shall be permitted to race in a race conducted by Racing Associations during its 2021 race meet (“Joint Injection Term”) if it has received a joint injection within 14 days of racing. Further, corticosteroid intra-articular joint injections are limited during the Joint Injection Term as follows:

a. Within fourteen (14) days of race day if such injection is for any joint other than any of the metacarpophalangeal or metatarsophalangeal joints.

b. Within thirty (30) days of race day if such injection is performed on any metacarpophalangeal or metatarsophalangeal joint. Additionally, no horse shall be permitted to have a timed work for ten (10) days after receiving a corticosteroid intra-articular joint injection in any of the metacarpophalangeal or metatarsophalangeal joints.

3. CHRB Approval. The Parties shall file this Agreement with the CHRB and shall publicly support and advocate for the CHRB’s approval of this Agreement.

[Signatures follow]

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

Thoroughbred Owners of California

Sonoma County Fair & Exposition, Inc.

By:  _____

Mary Forney

Executive Director

By:  _____

Rebecca Bartling

Chief Executive Officer

STAFF ANALYSIS
July 21, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR AT GOLDEN GATE FIELDS, COMMENCING AUGUST 4, 2021, AND CONTINUING THROUGH AUGUST 17, 2021

The Sonoma County Fair (SCF) filed its application to conduct a horse racing meeting at Golden Gate Fields (GGF) as follows:

- August 4 through August 17, 2021, with six days of live racing, the same as proposed for 2020. Live racing will commence August 6 and continue through August 15, 2021. The fair proposes to race a total of 52 races. SCF is not participating in the California Authority of Racing Fairs combined horse racing meeting.
- The proposed race dates are within the approved dates allocated to the fair.

AUGUST 2021						
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				

- Racing Friday through Sunday. Eight races per day Fridays; nine races per day Saturdays and Sundays.
- Racing concurrently with Del Mar Thoroughbred Club.
- SCF requests approval to adjust number of races scheduled if availability of racing participants exceeds expectations.
- Average number of runners per race, 2020 race meeting:
 - Thoroughbred: 7.61
 - Arabian: 6.75
- First post 1:15 p.m. Fridays and weekends.
- Wagering program will use CHRB and ARCI rules.
 - Early wagering will not be offered.
 - \$1 Trifecta and \$0.10 Superfecta when applicable.

- \$0.50 Pick 4 on first 4 races and last 4 races each day.
 - \$0.50 Pick 5 on last 5 races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
 - \$1 Pick 6 on last 6 races each day, with 70% major pool paid or a carryover and 30% minor pool paid.
 - \$0.50 Rolling Pentafecta (Super High 5) will be offered on all races with six wagering interests when pari-mutuel pools open. 100% payout of net pool to winners who select top five finishers in exact order. No consolation or minor pool; 100% carryover if no ticket has five finishers in exact order. Mandatory payout on the final eligible race on closing day, August 15, 2021.
- In the event there is a prohibitive favorite where there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request Board approval to (allow that entry to run for purse only) rescind or cancel wagering on that pool.
 - Advance deposit wagering (ADW) providers are Churchill Downs Technology Initiatives Company dba BetAmerica, dba TwinSpires; NYRABets, LLC (NYRA Bets); ODS Technologies, L.P. dba TVG Network; XpressBet, LLC.

Pursuant to Business and Professions Code section 19604, specific provisions must be met before an ADW provider can accept wagers.

Summary of Business and Professions Code Section 19604

*To accept wagers on races **conducted in California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- 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.

*To accept wagers on races **conducted outside of California** from a resident of California:*

- The ADW provider must be licensed by the Board.
 - 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 wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.
- Simulcasting conducted with out-of-state racing jurisdictions, pursuant to Business and Professions Code section 19602, and with authorized locations throughout California.

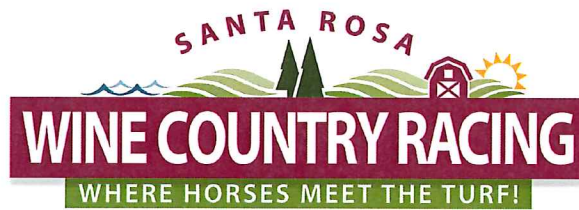
- Requests Gary Greiner be appointed horse identifier pursuant to Board Rule 1525, Racing Officials Appointed by the Board.
- A track safety inspection has been requested and will be completed before the beginning of the race meet.
- Inspection of backstretch worker housing has been requested and will be completed before the race meet begins.

Specific information **still needed** to complete this application includes the following:

1. Workers' compensation certificate covering entire term of proposed race meet. (15J)
2. Race meet agreement California Thoroughbred Trainers. (22B)
3. Signed 2021 Lasix agreement. (22C)

RECOMMENDATION:

If the application is considered for approval, staff recommends that it be approved contingent upon receipt of all outstanding items prior to the start of the proposed race meet.



June 1, 2021

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

Dear Mr. Chaney,

Currently outstanding from the Sonoma County Fair at Golden Gate Field's 2021 Racing License Application are the following items:

- Thoroughbred Owners of California Agreement – On Saturday, May 29th, 2021 the TOC Racing Committee approved and the full board will ratify on Friday, June 11th, 2021.
- TOC approval of all ADW Agreements – Will be completed and forwarded with TOC Agreement.
- CTT Agreement – Should be completed and submitted by Friday, June 4th, 2021.
- 2021 3rd Party Lasix Agreement – Should have all signatures completed and submitted by Friday, June 4th, 2021.
- Current NYRA Bets ADW Agreement – Per Monarch Management, agreement should be completed and submitted by Friday, June 4th, 2021.
- Current Workers' compensation certificate – Will be forwarded by PRA/GGF as soon as they receive it from their carrier.
- Inclement Weather Policy acceptance letter – Will be completed and submitted tomorrow, June 2 2021.

Sincerely,

Becky Bartling
Chief Executive Officer
Sonoma County Fair



Coronavirus Disease (COVID-19) Safety & Prevention Program



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- GGF Incident & Illness Tracking Policy
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- GGF Policy Overview
- N95 Masks (Handout)
- Cloth Masks & Bandanas (Handout)
- Full Face Shields (Handout)
- Phone Sanitizers (Handout)

VIII. Postings & Signage



★ PROLOGUE ★

New Requirements & Protocols (GGF Summer 2020 Race Meet)

The following **new** requirements & protocols will be implemented prior to the commencement and during the course of Summer 2020 live racing at GGF:

- (1) All Jockeys and Valets shall be tested for COVID-19 (both swab & antibody tests) in conjunction with the GGF Track Physician (Dr. David Seftel) prior to race meet onset. Proof of a negative COVID-19 test result will be required for meet participation (daily symptom screening for Jockeys still required).
- (2) All returning employees (including Jockeys) who have travelled outside the state during Summer recess will need to quarantine off-site for 14 days and provide a negative COVID-19 test result prior to meet participation (Security Dept. symptom screening still required).
- (3) Face shields, in conjunction with and not a replacement of a face mask, will be provided for those track visitors not domiciled in the barn area to wear during the course of their attendance at GGF (morning training & live racing).
- (4) New quarters outside the Jockey's Room have been established for jockeys as intra-race "rest zones" to dilute their assembled concentrations and ensure proper social distancing.
- (5) "Silks" (Jockey's race-specific uniforms) are temporarily banned from being brought into the Jockey's Room between races and instead must be collected for laundering in outside receptacles.
- (6) With the exception of Sundays only, horse owners are temporarily no longer permitted to attend and assemble at trackside during morning training.

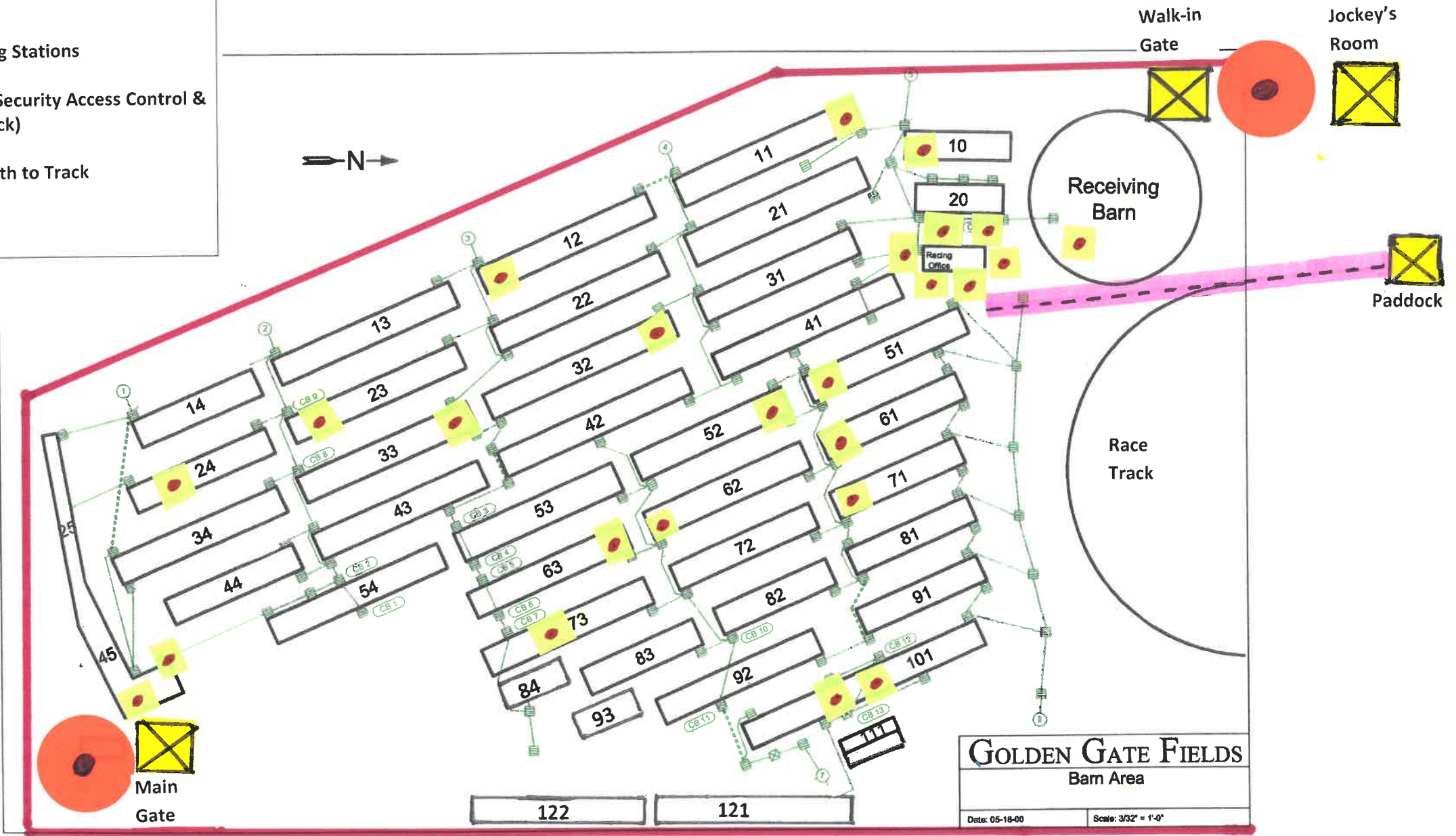
SECTION I

PROGRAM RESOURCES & CONTACT INFORMATION

PROGRAM RESOURCES & CONTACT INFORMATION

<i>Golden Gate Fields (GGF)</i>		
David Duggan (VP/General Manager)	510-559-7364 (office)	510-990-2120 (cell)
William Rizzuto (Asst General Manager)	510-559-7322 (office)	775-846-8484 (cell)
Cynthia Seidl (Administration Director)	510-559-7325 (office)	510-712-6835 (cell)
Roy Roenbeck (EHS Director)	510-559-7301 (office)	510-557-7051 (cell)
Onome Okulolo (HR Director)	510-559-7326 (office)	510-529-1674 (cell)
Camilo Lopez (Security Foreman)	510-559-7533 (office)	650-704-9793 (cell)
Casille Batten, DVM (Track Veterinarian)	510-559-7557 (office)	925-286-1421 (cell)
Carrie Fawcett (Stable Superintendent)	510-559-7351 (office)	510-418-6308 (cell)
Fernando Valdez (Maintenance Foreman)	510-559-7422 (office)	510-418-3157 (cell)
<i>The Stronach Group (TSG)</i>		
Mike Fleischhaker (Director Corp Security)	905-505-6329 (cell)	
Steve Koch (Senior VP Racing)	859-230-6955 (cell)	
Joyce Belcourt (Director Corporate HR)	416-347-2589 (cell)	
<i>Other Track Resources</i>		
David Seftel, MD (Track Physician)	650-520-6204 (cell)	
CTHF Clinic (Backstretch Medical Clinic)	510-559-9971 (clinic – daytime hours)	
Bill Patterson (CTT Manager)	650-274-1069 (cell)	
Rob Cochran (Asst Chaplain)	650-867-5230 (cell)	
<i>Regulatory/Public Health Resources</i>		
Alameda County Acute Communicable Disease Control		
510-267-3250 (weekdays)	925-422-7595 (weekends & after hours)	
Berkeley Public Health Division		
510-981-5292 (weekdays)	510-981-7591 (weekends & after hours)	
Berkeley COVID-19 “Test Screening Line” (to speak with a Berkeley Public Health nurse)		
510-981-5380 (weekdays)		
<i>Municipal Resources (EMERGENCIES – DIAL ‘911’)</i>		
Albany Police Department	510-525-7300	
Albany Fire Department	510-528-5770	
Berkeley Police Department	510-981-5900	
Berkeley Fire Department	510-981-3473	

-  Restrooms (Hot Water & Soap for Handwashing)
-  Hand Sanitizing Stations
-  Stable Gates (Security Access Control & Symptom Check)
-  Quarantine Path to Track
-  Security Fence



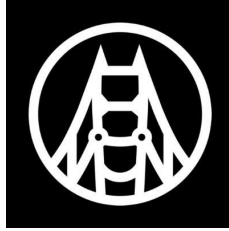
GOLDEN GATE FIELDS
 Barn Area

Date: 05-18-00 Scale: 3/32" = 1'-0"

SECTION II

GGF ACCESS & RESTRICTION

PROTOCOLS/POLICIES



Golden Gate Fields COVID-19 Protocols

April 10, 2020 (Revised May 06, 2020)

At Golden Gate Fields, the health, safety and welfare of every person and every horse in our community is our top priority.

We strive to be in compliance with all government and local health orders regarding social distancing and are following all recommended CDC precautions and safeguards to ensure the health and safety of the limited number of essential racing personnel required to operate racing without fans.

The horse racing industry is unique in several respects and now, perhaps more than ever in these difficult times, we must be mindful of our responsibility to prioritize the safety and well-being of the horses and those who care for them.

We can limit exposure per health and governmental regulations while continuing to support our industry.

The following protocols are in force at Golden Gate Fields.

Controlled Access Areas and Documentation

1) Backstretch and Stable Areas:

A) Access:

- Only trainers with horses presently stabled at Golden Gate Fields and essential personnel licensed by the state who are responsible for the care of the horses (veterinarians, grooms, exercise riders, farriers, etc.) will be permitted access to the backstretch and stable areas.
- **Only horses shipping from in-state training centers and who are accompanied by essential, licensed personnel will be allowed on to enter the stable gate**
 - Horse transportation into the stable area is permitted only from 5:30 a.m. until 3:00 p.m. daily
 - Only in-state horse transportation drivers are permitted to enter the facility
 - Additional transportation personnel will be not be permitted to enter
 - Out-of-state horses are permitted, however their accompanying personnel are not permitted to enter the facility. The horses must be met at the stable gate by Golden Gate Fields personnel. GGF personnel will use a clean lead rope or shank.
- A stable area curfew is in force between 10:00 p.m. and 5:00 a.m.
 - No entries into the backstretch will be permitted between the hours of 10:00 p.m. and 5:00 a.m. unless it is an emergency

- Veterinarians attending to emergencies are required to go through all applicable security protocols prior to entry
- No jockey agents will be permitted on the backstretch
- Security personnel will retain a log of all personnel who enter and exit the backstretch - recording name, date and time of entry and exit
- All security personnel will be required to wear masks and gloves
- Security vehicles will be limited to one security personnel per vehicle - if two people must be in a vehicle, the pairs will remain stable.
- All essential employees will be educated on the proper removal of masks and gloves and will receive regular protocol updates

B) Track Kitchen:

- The track kitchen will remain open for take-out service for essential personnel only
- Six-foot social distancing spacing lines have been set up in the track kitchen
- Dedicated security for the track kitchen will be present to ensure that essential personnel respect required social distancing protocols

C) Veterinarians & Trainers – Stable Protocols (complete veterinary protocol attached as Appendix 1):

- Golden Gate Fields employed veterinarians will be required to wear masks and gloves for all horse inspections
- Each barn will be required to designate one point of contact to interact with their veterinarian
- Veterinarians will be required to follow strict handwashing and hand sanitization protocols between barns and examinations
- Trainers will be limited to essential personnel only in their designated barns
- Only one person will be permitted in the tack rooms and/or offices at any given time
 - Tack rooms and offices will be sanitized after individual use
- Tack and barn equipment will be assigned to specific personnel only
- All tack and barn equipment will be sanitized daily
 - Tack and barn equipment will not be stored with other equipment until it has been cleaned and sanitized

D) Other:

- All GGF facilities will be subject to enhanced cleaning and sanitization protocols

Restricted Facility Access

1) Racing Office:

- Racing office will remain closed to all non-essential personnel
- Entries for all races will be taken by telephone only
- Post-position draws will be conducted via teleconference only
- All racing officials in the racing office must wear masks
- Racing office officials must adhere to social distancing requirements by providing each individual with the required six feet of space
- Official chart caller will be permitted to use their designated office space only

2) Grandstand:

- Grandstand is closed to all non-essential personnel
- Non-essential personnel will not be permitted to enter the facility
 - Non-essential personnel include all public service employees (e.g., food service, wagering tellers, ushers, admission staff, etc.)
 - To limit outside exposure, **no owners**, media or fans will be allowed at the track at any time
 - No guests, no exceptions
- Security will be present at Grandstand entrances to sign in and grant access to essential personnel only
- Hand sanitization available at all Grandstand entrances
- All public areas of the Grandstand closed for morning workouts and no private clockers are allowed on site
- The following spaces have been closed and will not be in use for any purpose:
 - Walking Ring
 - Winners Circle; includes temporary suspension of all Winners Circle ceremonies and photo opportunities
 - Press Box

3) Saddling Paddock:

- **Only those trainers and essential personnel, licensed by the California Horse Racing Board, who have horses entered on race day will be permitted on the track in the afternoon**
 - Essential personnel include racing officials, safety staff, ambulance drivers, track maintenance crew and specialized janitorial staff
- No congregating in the saddling paddock
- Horses will be saddled in the saddling paddock in two groups, keeping a minimum of ten feet of space between them - meaning that every other stall in the saddling area will be empty
- Jockeys will mount their horses as they leave the paddock and will proceed directly to the racetrack for the post parade and warm up
- **Saddling paddock will be disinfected with a bleach solution between each race**

4) Jockeys' Room and Jockeys' Room Protocols:

- o All jockeys and valets **will have their temperatures tested daily prior to entry**
 - o Any jockey or valet showing signs of illness will be denied access to the premises
- o Only jockeys scheduled to ride in races will be permitted entry to the Jockeys' Room
- o The jockeys' quarters are off limits to all except for the jockeys and their valets
 - o Additional jockeys' quarters have been added to allow for proper social distancing reflecting the required minimum of six feet
 - o Sauna in the jockeys' quarters is closed
- o All jockeys will be required to wear face masks and gloves; including during races
- o All valets will be required to wear masks and gloves
- o Jockeys who choose to leave the state to ride at other racetracks will not be permitted to ride at Golden Gate Fields - no exceptions

Additional Protocols During Live Racing

1) Trainers and Essential Personnel/Grooms:

- o All trainers will be required to wear masks and gloves
- o All grooms will be required to wear protective eyewear and gloves when escorting horses to the racetrack
- o Only the trainer and one groom will be allowed to accompany each horse
- o Trainers who choose to leave the state for personal reasons, or to go to another racetrack, will not be permitted to enter Golden Gate Fields until a 14 day quarantine period is completed.

2) Essential On-Track Personnel:

- o All pony riders on the track will be required to masks and gloves
- o All gate personnel will be required to wear masks and gloves
- o All starting gates will be disinfected between races
- o All gate crew will be required to wear protective eyewear, masks and gloves and will have no physical contact between them

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Stable Area Access, Testing & Quarantine Policy (COVID-19 Prevention Program)



I. Purpose

Golden Gate Fields (GGF) has identified risks for our stabling and racing facilities as it relates to COVID-19 and precautions we must undertake to ensure the safety of our employees, stakeholders, horses and to reduce opportunities for COVID-19 virus spread. The protocols and procedures herein will apply to ALL persons who require access or who work/live in any GGF stabling or racing facilities.

II. Access to Stabling or Racing Facilities

Effective immediately, all access to the stabling or racing facilities will require pre-screening for ALL attendees. Security Dept. staff stationed at the stable or walk-in gates will ask a list of four (4) simple questions to determine COVID-19 symptoms, potential exposure to the virus or to confirm any recent out-of-state travel consistent with local public health service guidance.

All stabling or racing facility attendees must present a current CHRB license or relevant credentials to the posted Security Dept. staff member. If the visitor has not been previously cleared, they will be required to answer the following questions before access will be granted:

ENGLISH LANGUAGE - QUESTIONNAIRE

1. Have you, or someone you have come in contact with, travelled out-of-state in the past 21 days?
2. Are you experiencing, or have you experienced any of the following symptoms in the past 7 days?
 - **Cough**
 - **Shortness of Breath or Difficulty Breathing**
 - **At least two of the following - Fever, Chills, Muscle Pain, Sore Throat, Headache or "New Loss of Taste or Smell"**
3. Have you been in contact with anyone who is or has experienced any of the following symptoms in the past 7 days?
 - **Cough**
 - **Shortness of Breath or Difficulty Breathing**
 - **At least two of the following - Fever, Chills, Muscle Pain, Sore Throat, Headache or "New Loss of Taste or Smell"**
4. Are you aware that washing your hands multiple times per day and before eating is the most important way to stop the spread of COVID-19? Please use our hand washing stations upon entering the stabling areas, dorms and at every opportunity through any of the washrooms located throughout the backstretch.

II. Access to Stable or Racing Facilities (continued)

SPANISH LANGUAGE – QUESTIONNAIRE

1. ¿Usted, o alguien con quien ha entrado en contacto, ha viajado fuera del estado en los últimos 21 días?
2. ¿Está experimentando o ha experimentado alguno de los siguientes síntomas en los últimos 7 días?
 - **Tos**
 - **Falta de oxígeno o dificultad al respirar**
 - **Por lo menos dos de los siguientes - Fiebre, Escalofríos, Dolor Muscular, Irritación en la garganta, Dolor de Cabeza o “Nueva Pérdida del Sentido del Gusto o del Olfato”**
3. ¿Ha estado en contacto con alguien que tiene o ha experimentado alguno de los siguientes síntomas en los últimos 7 días?
 - **Tos**
 - **Falta de oxígeno o dificultad al respirar**
 - **Por lo menos dos de los siguientes - Fiebre, Escalofríos, Dolor Muscular, Irritación en la garganta, Dolor de Cabeza o “Nueva Pérdida del Sentido del Gusto o del Olfato”**
4. ¿Sabe que lavarse las manos varias veces al día y antes de comer es la forma más importante de detener la propagación del coronavirus? Utilice nuestras estaciones de lavado de manos al ingresar al área de establos, dormitorios y en cada oportunidad a través de cualquiera de los baños ubicados a lo largo del área de establos.

Any licensed attendee provided clearance by the Security Dept. staff through answering “NO” to the first 3 questions will be issued a clearance card with their CHRB-noted name that will indicate expiration in seven (7) days [however, any attendees granted a 7-day clearance will still be required to confirm on a daily basis that there has been no status change regarding the first 3 questions]. Visitors will be required to obtain a new clearance card upon expiration through again answering the pre-screening questions. Future access to the stabling & racing facilities will be granted upon the visitor presenting their license and corresponding clearance card.

RISK ANALYSIS OF VISITORS

1. **STAGE 1 RISK** - Any visitor who is showing visible signs of illness consistent with COVID-19 exposure or who has communicated that they have recently traveled out-of-state will not be granted immediate access. The visitor will be asked to park their vehicle outside the main gate and be informed that Security Dept. staff will speak with them before they can be granted access. Security Dept. staff will log the incident ensuring the following information is captured:
 - Date and Time
 - Name
 - Regulatory authority license number
 - License Plate NumberThe Security Dept. lead will be contacted to provide further visitor screening and investigation (including the use of a Tempa-DOT or non-contact IR thermometer). The Security Dept. lead will at their discretion provide access upon clearance of there being no immediate COVID-19 risks.
2. **STAGE 2 RISK** - Should the Security Dept. lead determine that there is a COVID-19 risk, they will at their discretion prohibit access and document the occurrence. For these cases, the **Key Decision Executive** will be contacted immediately for further discussion and review of the evidence to determine the level of risk that exists. The **Key Decision Executive** may at their discretion grant access to the visitor upon completing their investigation and/or assessment.
3. **STAGE 3 RISK** - If a visitor is not granted access upon determination by the **Key Decision Executive** due to COVID-19 risks and is deemed to require quarantine, the Security Dept. lead will activate determination of further actions and emergency response up to and including any crisis management protocols that may be required (see Appendix A – Testing Contingencies and Appendix B – Quarantine Plan).

*KEY DECISION EXECUTIVES:

Dr. Seftel (650-520-6204), CTHF Clinic (510-559-9971) or CTT (650-274-1069)

III. Monitoring of Stabling Areas

Security Dept. staff and other GGF-assigned personnel will provide regular support and periodic screening of those stakeholders who work or have access to any facilities including offices, barns, trailers, saddling paddock and other outdoor areas.

RISK ANALYSIS OF STABLE AREA INHABITANTS

1. **STAGE 1 RISK** - In cases where Security Dept. staff or other GGF-assigned personnel deems any stakeholder on the backstretch to be at risk of COVID-19 exposure, the Security Dept. lead will be notified immediately for review of evidence and determination of any further action.
2. **STAGE 2 RISK** - Upon investigation of any such case, the Security Dept. lead will ensure the incident is documented, determine the level of risk and will contact the **Key Decision Executive** in situations where escalation, including testing and/or quarantine may be required.
3. **STAGE 3 RISK** - In cases where any stakeholder is deemed to require quarantine, the Security Dept. lead will activate determination of further actions and emergency response up to and including any crisis management protocols that may be required (see Appendix A – Testing Contingencies and Appendix B – Quarantine Plan).

*KEY DECISION EXECUTIVES:

Dr. Seftel (650-520-6204), CTHF Clinic (510-559-9971) or CTT (650-274-1069)

IV. Monitoring of Dormitory Areas

Backstretch dormitory areas will require regular daily monitoring performed by Security Dept. staff and other GGF-assigned personnel to provide support and screening of those stakeholders who are domiciled in the stable area dorms. Designated quarantine rooms have been secured for the sole purpose of providing dormitory residents a safe area to be quarantined in, if required (see Appendix B). Security Dept. staff will ensure that these rooms are always kept fully secured.

RISK ANALYSIS OF STABLE AREA DORMITORIES

1. **STAGE 1 RISK** - In cases where Security Dept. staff or other GGF-assigned personnel deems any stakeholder to be at risk of COVID-19 exposure, the Security Dept. lead will be notified immediately for review of evidence and determination of any further action.
2. **STAGE 2 RISK** - Upon investigation of any such case, the Security Dept. lead will ensure the incident is documented, determine the level of risk and will contact the **Key Decision Executive** in situations where escalation, including testing and/or quarantine, if required.
3. **STAGE 3 RISK** - In cases where any stakeholder is deemed to require quarantine, the Security Dept. lead will activate determination of further actions and emergency response up to and including any crisis management protocols that may be required (see Appendix A – Testing Contingencies and Appendix B – Quarantine Plan).

*KEY DECISION EXECUTIVES:

Dr. Seftel (650-520-6204), CTHF Clinic (510-559-9971) or CTT (650-274-1069)

V. Cleaning Protocols

Additional cleaning protocols will include an increased frequency in cleaning high-risk surfaces. Additional resources may be required and will be determined and deployed by the Operations/Facilities Dept. lead. All Janitorial Dept. (Prichard SEG) staff and the stable area cafeteria operator will be trained and informed of additional cleaning requirements and personal/public protection guidelines.

VI. Security Training

The Security Dept. lead will develop and brief all Security Dept. staff on all new access control procedures, monitoring and reporting requirements. The Security Dept. lead will implement procedures to ensure that all suspected or confirmed cases of COVID-19 infection are properly communicated and documented.

APPENDIX A TESTING CONTINGENCIES

In situations where escalation is necessary, the Security Dept. lead will contact the **the Key Decision Executives [Dr. Seftel (650-520-6204), CTHF Clinic (510-559-9971) and CTT (650-274-1069)]** to determine if COVID-19 testing is appropriate.

If so, when any stakeholder is deemed to require testing based on input from the Key Decision Executives, the Security Dept. will assist in coordinating COVID-19 testing per the parameters noted below (**note - under no circumstances may a stakeholder be permitted access to GGF premises if testing was deemed necessary; all testing results must be reviewed by Dr. Seftel prior to stakeholder return**).

The City of Berkeley has promulgated that *“Anyone who lives or works in Berkeley and has COVID-19 symptoms can now call the city to request an appointment to get tested.”* The specifics:

- **Test Screening Line - 510-981-5380 (to speak with a Berkeley Public Health nurse)**
- **Tests will be scheduled weekdays from 9 a.m. to 4 p.m.**
- **Testing at the city’s West Berkeley facility (address disclosed when screened)**

Please keep this information available at all Security areas should our staff or any other qualified individual identify an individual with suspect COVID-19 symptoms.

NOTE: In the likelihood of any GGF or non-GGF backstretch worker testing positive for the COVID-19 virus, the following parties shall be immediately notified:

1. **Alameda County Acute Communicable Disease Control** [510-267-3250 (weekdays) or 925-422-7595 (weekends and after hours)]
2. **Berkeley Public Health Division** [510-981-5292 (weekdays) or 510-981-75911 (weekends and after hours)]
3. **Golden Gate Fields** [David Duggan, General Manager (510-990-2120)]
4. **The Stronach Group** (Mike Fleischaker, Director Corporate Security (905-505-6329)]
5. **The Stronach Group** (Steve Koch, Senior VP Racing (859-230-6955)]

APPENDIX B QUARANTINE PLAN

In cases where any stakeholder is deemed to require quarantine, the Security Dept. lead will activate determination of further actions and emergency response up to and including any crisis management protocols that may be required.

- Should a non-GGF backstretch worker be deemed to require quarantine, **the Key Decision Executives [Dr. Seftel (650-520-6204), CTHF Clinic (510-559-9971) and CTT (650-274-1069)] will be immediately contacted to arrange for any initial medical examination and/or testing (where possible).**
- The arrangement for any off-track quarantine housing will be the responsibility of the CTT and CTHF working with the on-track Race Track Chaplaincy of America affiliate [Assistant Chaplain Rob Cochran (650-867-5230)]. All attempts will be made to provide any needed quarantine housing at an off-track location.
- The CTT and CTHF Clinic working with the on-track Race Track Chaplaincy of America affiliate will be responsible for encouraging voluntary compliance and summarizing supplies and services that will be provided to support the worker to enhance the likelihood of compliance.
- For emergency and temporary purposes only, GGF has allocated two tack rooms and an adjacent restroom for the quarantine housing of any non-GGF backstretch worker. The Security Dept. will provide monitoring support **but the overall responsibility for operating and overseeing the quarantine process will be the responsibility of the CTT and CTHF Clinic working with the on-track Race Track Chaplaincy of America affiliate.**
- Any non-GGF backstretch worker refusing voluntary quarantine housing will be denied access to the track and will be deemed as trespassing and removed from GGF premises by the Security Dept. along with local law enforcement should they attempt to re-enter.
- Determination of the term of quarantine housing and the discontinuation of any quarantine process (off-track or on-track) will be the responsibility of the Key Decision Executives [Dr. Seftel (650-520-6204), CTHF Clinic (510-559-9971) or CTT (650-274-1069)].

NOTE: In the likelihood of any GGF or non-GGF backstretch worker testing positive for the COVID-19 virus, the following parties shall be immediately notified:

1. **Alameda County Acute Communicable Disease Control** [510-267-3250 (weekdays) or 925-422-7595 (weekends and after hours)]
2. **Berkeley Public Health Division** [510-981-5292 (weekdays) or 510-981-75911 (weekends and after hours)]
3. **Golden Gate Fields** [David Duggan, General Manager (510-990-2120)]
4. **The Stronach Group** (Mike Fleischaker, Director Corporate Security (905-505-6329))
5. **The Stronach Group** (Steve Koch, Senior VP Racing (859-230-6955))



07-03-20

EXPIRATION

Issued to: _____



07-03-20

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Track Access Restriction Policy (COVID-19 Prevention Program)



Restricted Access to the Grandstand/Saddling Paddock:

- Only CHRFB-licensed trainers who have horses running that day are allowed on the track in the afternoon.
 - >Trainers' designated staff may include a groom and up to one attendant per horse.
 - >Essential personnel include racing officials as designated by the CHRFB, safety staff (ambulance drivers, track maintenance crew) and specialized janitorial staff to sanitize the facility.
 - To limit outside exposure, no owners, media or fans will be allowed on the track.
 - No guests (no exceptions).
 - Trainers and their designated staff must only attend the grandstand, saddling and racing areas for their designated race and must depart these facilities prior to the saddling for subsequent races.
 - Only trainers and their designated staff may accompany their horse into the saddling barn. Each horse shall be tacked promptly and the trainer AND/OR one of their designated staff must exit the saddling barn thereafter.
 - Walking ring is closed to everyone other than trainers and/or their designated staff required to accompany each horse to and from the saddling barn or racetrack.
 - Jockeys will mount their horses in the saddling barn, not the paddock, and proceed directly to the racetrack for the post parade and warm up.
 - All starting gates will be disinfected between every race and all gate crew will be required to wear gloves and will have no physical contact between them.
 - All non-essential personnel will not be permitted on grounds.
 - >Non-essential personnel to be prohibited includes all public service employees (e.g., food service, wagering tellers, ushers, admission staff).
 - No presentations are permitted in The Winner's Circle.
 - No wagering or food service available in the grandstand.
 - Press Box will be closed to all but the official chart caller.
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Vendor & Service Persons Access Policy (COVID-19 Prevention Program)



PURPOSE – The purpose of this track policy is to establish safe access protocols for essential vendors & service persons to prevent the introduction or spread of COVID-19 at GGF stabling and racing facilities.

- All vendors & service persons must be pre-approved by GGF to gain access to the Stable Area.
- Approved vendors & service persons will be placed on an “Access List” and must check-in prior to entry.
- Approved vendors & service persons may access the Stable Area only on non-race days (i.e., Monday through Wednesday) with the exception of emergency service calls.
- Approved vendors & service persons may only gain access to the Stable Area via the Main Stable Gate (i.e., use of the Walk-in Gate is not permitted).
- Approved vendors & service persons must successfully pass GGF access protocols administered by GGF gate personnel and will be issued a clearance card valid only for the minimum time required on-site.
- Approved vendors & service persons must wear appropriate PPE (including face coverings) while on-site.
- Approved vendors & service persons may have a maximum of two persons per vehicle per visit.
- Approved vendors & service persons will be escorted to their respective location of business within the Stable Area by Security Dept. personnel.
- Approved vendors & service persons may not visit or service any site within the Stable Area other than the declared location of business and may not be in contact with any backstretch personnel other than their single point-of-contact.
- Approved vendors & service persons must check-out following their completion of on-site work and surrender their clearance card to GGF gate personnel upon exit.
- Vendor & service person approval and access is subject to change.

SECTION III

GGF SOCIAL DISTANCING PROTOCOLS/POLICIES

Appendix A: Social Distancing Protocol

Business name: **Pacific Racing Association dba Golden Gate Fields**

Facility Address: **1100 Eastshore Hwy, Berkeley, CA 94710**

Approximate gross square footage of space open to the public: **Approx 30 acres (no public/only California-licensed individuals)**

Businesses must implement all applicable measures listed below, and be prepared to explain why any measure that is not implemented is inapplicable to the business.

Signage:

Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into a cloth or tissue or, if not available, into one's elbow; and not shake hands or engage in any unnecessary physical contact.

Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

Measures To Protect Employee Health (check all that apply to the facility):

Everyone who can carry out their work duties from home has been directed to do so.

All employees have been told not to come to work if sick.

Symptom checks are being conducted before employees may enter the work space.

All desks or individual work stations are separated by at least six feet.

Break rooms, bathrooms, and other common areas are being disinfected frequently, on the following schedule:

Break rooms: **4x daily**

Bathrooms: **4x daily**

Disinfectant and related supplies are available to all employees at the following location(s): **Entry Points & Janitorial (subject to availability)**

Hand sanitizer effective against COVID-19 is available to all employees at the following location(s): **Entry Points & Janitorial (subject to availability)**

Soap and water are available to all employees at the following location(s): **All Restrooms**

Copies of this Protocol have been distributed to all employees.

Optional—Describe other measures: Click or tap here to enter text.

Measures To Prevent Crowds From Gathering (check all that apply to the facility):

Limit the number of customers in the store at any one time to Click or tap here to enter text.[insert maximum number here], which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. **Security screening at both gates (restricted entry)**

Post an employee at the door to ensure that the maximum number of customers in the facility set forth above is not exceeded. **Security screening at both gates (restricted entry)**

Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain: **Not Applicable (no stores on premises)**

Appendix A: Social Distancing Protocol

X Optional—Describe other measures: "GGF Stable Area Access & Quarantine Policy"

Measures To Keep People At Least Six Feet Apart (check all that apply to the facility)

X Placing signs outside the store reminding people to be at least six feet apart, including when in line.

X Placing tape or other markings at least six feet apart in customer line areas inside the store and on sidewalks at public entrances with signs directing customers to use the markings to maintain distance.

X Separate order areas from delivery areas to prevent customers from gathering.

X All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.

Optional—Describe other measures: Click or tap here to enter text.

Measures To Prevent Unnecessary Contact (check all that apply to the facility):

Preventing people from self-serving any items that are food-related. **Not Applicable (no food services)**

Lids for cups and food-bar type items are provided by staff; not to customers to grab **Not Applicable**

Bulk-item food bins are not available for customer self-service use. **Not Applicable**

X Not permitting customers to bring their own bags, mugs, or other reusable items from home.

Providing for contactless payment systems or, if not feasible, sanitizing payment systems regularly. **Not Applicable (no payment systems on premises)**

X Optional—Describe other measures **On-site cafeteria is take-out only & accepts only cash**

Measures To Increase Sanitization (check all that apply to the facility):

Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets. **Not Applicable (no carts or baskets)**

Employee(s) assigned to disinfect carts and baskets regularly. **Not Applicable (no carts or baskets)**

Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people have direct interactions. **Not Applicable (no stores or checkout counters)**

Disinfecting all payment portals, pens, and styluses after each use. **Not Applicable (no payment portals)**

X Disinfecting all high-contact surfaces frequently.

Optional—Describe other measures: Click or tap here to enter text.

* Any additional measures not included here should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:

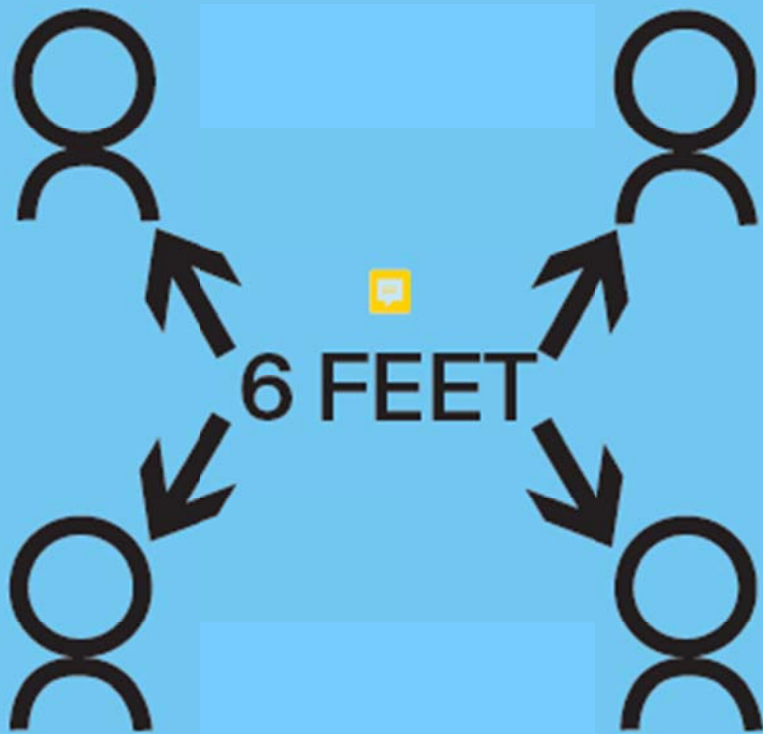
Name: David Duggan (VP/GM)

Phone number: 510-559-7364



**GOLDEN GATE
FIELDS**

STAY 6 FEET APART



STAY SAFE



**GOLDEN GATE
FIELDS**

NOTICE!

- DO NOT ENTER IF YOU HAVE A COUGH OR FEVER
- MAINTAIN A MINIMUM SIX-FOOT DISTANCE FROM ONE ANOTHER
- SNEEZE AND COUGH INTO THE ELBOW
- DO NOT SHAKE HANDS
- DO NOT ENGAGE IN ANY UNNECESSARY PHYSICAL CONTACT
- WASH HANDS FREQUENTLY

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Jockey Social/Physical Distancing Policy (COVID-19 Prevention Program)



PURPOSE – The purpose of this track policy is to minimize nonessential pre-race & post-race personnel interactions and to maintain proper social distancing **for our Jockeys** during these stages.

PRE-RACE

- Jockeys must exit the Jockey's Room with a minimum social distance of six feet of spacing between themselves.
- Jockeys will walk to the track using the A-Deck corridor (under the Grandstand Mezzanine) and enter the Winner's Circle with the same physical spacing.
- Jockeys will not be present during saddling in the Paddock [**note – Jockeys are no longer permitted to enter the Paddock**].
- Jockeys will receive instructions for their respective mount within the Winner's Circle using the demarcated stations (**see below**) and without any nonessential social gathering.
- The Paddock must remain clear at all times aside from Grooms & horses (although Trainers may temporarily be in attendance during saddling).



POST-RACE

- Horses will be unsaddled on the track at safe social distances apart from other Jockeys & horses – no nonessential social gathering is permitted.
- Following weighing at the scale, Jockeys must exit the track area using the same A-Deck corridor (under the Grandstand Mezzanine) with a minimum social distance of six feet spacing between themselves as they return to the Jockey's Room.
- Any post-race debriefing or discussion will occur outside the Winner's Circle with minimal participants and at safe social distances.

***NOTE** – Social distancing requirements specific to the saddling/unsaddling stages are detailed in the **GGF "Saddling Social/Physical Distancing Policy."**

***NOTE** – Access restrictions to the Grandstand, Paddock & Winner's Circle for non-Jockeys are specified in the **GGF "Track Access Restriction Policy."**



**GOLDEN GATE
FIELDS**

**NO STOPPING
OR GATHERING
ON WALKWAY**

**PRACTICE SOCIAL
DISTANCING**

**PLEASE KEEP AT LEAST
6' DISTANCE BETWEEN
EVERY PERSON**

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Saddling Social/Physical Distancing Policy (COVID-19 Prevention Program)



PURPOSE – The purpose of this track policy is to minimize nonessential pre-race & post-race personnel interactions and to maintain proper social distancing during the **saddling/unsaddling stages**.

PRE-RACE

- Horses will be led from the Receiving Barn to the Paddock saddling area with a single Groom and Trainer only.
- When field sizes permit, every other stall will be used for saddling in the Paddock with a “buffer stall” maintained in between.
- For races with larger field sizes, saddling in the Paddock will be conducted by alternating between the odd and even post numbers to allow more distancing.
- After saddling, Trainers will move to their respective demarcated station in the Winner’s Circle [**note – Grooms are no longer permitted to enter the Winner’s Circle**].
- Jockeys will then enter the Winner’s Circle from under the Grandstand Mezzanine and meet the Trainer at their numbered post to receive any instructions for their respective mount.

POST-RACE

- After completion of a race, numbered posts will be stationed approximately 12 feet apart on the race track for the unsaddling process (**see below**).
- After unsaddling, a single Groom will attend to each horse and walk them either to the Testing Barn or to their respective barn for stabling while Jockeys will approach the scale in a single file line with proper distancing.
- Following weighing at the scale, Jockeys must exit the track area using the same A-Deck corridor (under the Grandstand Mezzanine) with a minimum social distance of six feet spacing between themselves as they return to the Jockey’s Room.



***NOTE** – Social distancing requirements specific to our Jockeys are detailed in the **GGF “Jockey Social/Physical Distancing Policy.”**

***NOTE** – Access restrictions to the Grandstand, Paddock & Winner’s Circle for non-Jockeys are detailed in the **GGF “Track Access Restriction Policy.”**

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Golden Gate Fields

To: All Employees
From: Roy Roenbeck, EHS and Onome Okulolo. HR
RE: Social Distancing and COVID-19
Date: April 16, 2020

The safety of our employees is our foremost concern. With all the uncertainties and concerns of the COVID-19 pandemic, the following protocols are being put into place to aid in protecting our employees and help limit the spread of COVID-19. Your cooperation in following these emergency procedures is greatly appreciated.

1. Employees who have been instructed by their supervisor that they can telecommute and work from home are encouraged to do so. If you are unsure if your position is eligible for telecommuting please contact your supervisor or HR.
2. Employees who are sick must stay home from work. Stay home if you have respiratory symptoms (coughing, sneezing, shortness of breath) and/or a temperature above 100.4 F. Please notify your supervisor, Safety or HR as soon as possible.
3. Symptom checks are being conducted prior to employees reporting to work each day. Employees must comply with these checks. Failure to comply will result in employees being denied access to the workplace. If you have questions about the symptom checks please contact Safety or HR.
4. If an employee does not have a face covering to use while at work, please contact Safety or HR to obtain a cloth face covering (bandana) at no charge. These coverings must be washed with soap and hot water after each use/daily.
5. Employees have been scheduled to ensure that each employee is at least 6 feet apart while working. This ensures that desks and workstations will be unoccupied allowing for the 6 feet social distancing requirement.
6. A schedule has been created to ensure that all common areas including but not limited to breakrooms and restrooms are being disinfected every three hours throughout the workday.
7. Disinfectants and related supplies are located throughout the facility. For locations related to your specific work location please contact Safety.
8. Employees are encouraged to use the hand sanitizers that are effective against COVID-19, which are located throughout the facility.
9. Employees are encouraged to use hand soap that is located throughout the facility.
10. Employees are allowed and encouraged to take frequent breaks to wash their hands for at least 20 seconds throughout the workday.
11. Employees are reminded and encouraged to keep at least 6 feet from others, including but not limited to other employees while in the workplace.

**Contact Information: Roy Roenbeck, Environmental Safety & Health (510) 559-7401
Onome Okulolo, HR (510) 559-7326**

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Home Care Instructions (COVID-19 Prevention Program)



Qualified medical professionals evaluated you today for an apparent viral respiratory infection (e.g., influenza, COVID-19 or other common respiratory viruses). At this time your illness does not require you to go to an emergency department. Your vital signs are within acceptable ranges, including your heart rate, breathing rate, blood pressure, and oxygen level.

It is important that you continue to treat your symptoms, monitor your own condition, and take steps to prevent spreading the infection to others.

You should follow the steps below:

- **Stay home except to get medical care.** Do not go to work, school, or public areas. Avoid using public transportation, ride-sharing, or taxis.
- **Drink plenty of fluids** to stay very well-hydrated. Drink non-carbonated fluids. Avoid alcohol.
- **Take ibuprofen (Motrin, Advil) or acetaminophen (Tylenol) as needed for fever or body aches, unless you have previously been told not to use these medicines.** For adults, the recommended dose for ibuprofen is 400 or 600 mg every 6 hours, and for acetaminophen the dose is 650 mg every 4 hours. For children, consult medication packaging for appropriate weight-based dosing.
- **Separate yourself from other people and animals in your home.**
 - As much as possible, stay in a specific room and away from other people in your home. Use a separate bathroom, if available.
- **If you need follow-up care, call your healthcare provider before going there.** Call your healthcare provider and tell them that you have or may have the flu, COVID-19, or similar respiratory illness. Advise your healthcare provider that you were screened by a qualified medical professional and told at that time that you may remain at home. Your health care provider may arrange a follow-up visit with you in person or via telehealth. Alerting your health care provider in this way will help the healthcare provider's office take steps to keep other people from getting infected or exposed.
- **Wear a facemask,** if you have one, when you are around other people (e.g., sharing a room or vehicle) or pets and before you enter a healthcare provider's office.
- **Cover your coughs and sneezes with a tissue then throw the tissue in the trash.**

- **Clean your hands often.** Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.
- **Avoid sharing personal household items,** such as dishes, drinking glasses, cups, eating utensils towels, or bedding with other people or pets. After using, wash them thoroughly.
- **Clean and disinfect frequently touched objects and surfaces** using a regular household cleaning spray or wipe.

Monitor your symptoms

If you are in any way worsening, please seek care by contacting your doctor, going to an urgent care center, or going to your nearest emergency department for further evaluation and treatment of your condition. This could include, but is not limited to:

- High or persistent fevers, vomiting, trouble breathing or shortness of breath, coughing up blood, severe headaches, neck pain/stiffness, or any new or worsening symptoms or concerns.
- If you unable to walk or you are experiencing shortness of breath that limits your ability to go by private car, please call 9-1-1.

Before seeking care, call your healthcare provider, if possible, and tell them that you have a respiratory infection. Put on a facemask before you enter the facility.

If you have a medical emergency and need to call 9-1-1, notify the operator that you have a respiratory infection and that a qualified medical professional has responded once to you regarding your symptoms. They advised to call back if my condition worsened. If possible, put on a facemask before any EMS arrives.

Discontinuing home isolation

If your doctor or local health department advises you to remain on home isolation precautions, please contact them for advice for when it is appropriate to discontinue this and resume normal daily activities.

If you have not been advised about home isolation precautions by your doctor or local health department, please stay home when you are sick and until there is no fever for a minimum of 24 hours without medicine like Tylenol, Motrin, or Advil.

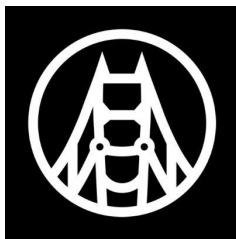
Alameda County Acute Communicable Disease Control	
510-267-3250 (weekdays)	925-422-7595 (weekends & after hours)
Berkeley Public Health Division	
510-981-5292 (weekdays)	510-981-7591 (weekends & after hours)
Berkeley COVID-19 "Test Screening Line" (to speak with a Berkeley Public Health nurse)	
510-981-5380 (weekdays)	

****Recommendations related to coronavirus may change over time. Please check the CDC website for updates on home quarantine, preventing disease spread, and treatment:***

<https://www.cdc.gov/coronavirus/2019-ncov/about/index.html>

SECTION IV

GGF VETERINARY PROTOCOLS/POLICIES



Appendix A

Golden Gate Fields Standard Operating Procedures for Human Infectious Disease Control

April 10, 2020

TITLE: Standard Operating Procedures for Human Infectious Disease Control

EFFECTIVE DATE: March 23, 2020

1. PURPOSE

The Stronach Group (“TSG”) Veterinary Team’s role as Association Veterinarians is to promote horse safety and welfare. This includes protecting the people who care for horses during outbreaks of human infectious diseases.

2. SCOPE

This document covers the best practices and guidelines for minimizing the spread of human infectious disease at TSG tracks during:

1. Examination of horses for training
2. Observation of racing and training, including responding to incidents on the track
3. Furosemide administration
4. Any other interaction with TSG staff, trainers or trainers’ staff

3. RESPONSIBILITIES

The Association Veterinarians are responsible for the following:

1. Minimizing the risk of spread of human infectious diseases in the case of widespread viral outbreaks or pandemics

4. PROCEDURES

1. At all times, the Association Veterinarians should follow current recommended guidelines from the CDC.
2. During visits to the backside, including examinations of working horses, Association Veterinarians should observe the following:
 - a. Wear a face mask and gloves – please note, these should be changed daily and conserved
 - b. Maintain a 6-foot distance from trainers and staff whenever possible
 - c. Do not shake hands or come into other physical contact with trainers or staff

- d. Do not share pens or equipment
 - e. Wash hands or use hand sanitizer between each barn at a minimum
3. During observation of training or racing, Association Veterinarians should observe the following:
- a. Maintain a 6-foot distance from staff and horsemen
 - b. Cover mouth and nose when coughing or sneezing
 - c. Do not shake hands or come into other physical contact with staff or horsemen
 - d. Do not share pens or equipment
 - e. Wash hands or use hand sanitizer between each barn at a minimum
4. When providing furosemide administration, Association Veterinarians should observe the following:
- a. Maintain a 6-foot distance from staff and horsemen
 - b. Ask the individual holding the horse to stay on the other side of the horse while furosemide is administered, if possible
 - c. Do not shake hands or come into other physical contact with staff or horsemen
 - d. Do not share pens or equipment – the requirement for signatures from horsemen is suspended. Please write the name of the horsemen’s representative on all necessary documentation
 - e. Wash hands or use hand sanitizer between each barn at a minimum
5. If responding to an incident on the track, Association Veterinarians should observe the following:
- a. Wear a mask and gloves
 - b. Put the care of the horse first, but try to maintain distance from others attending to the scene when possible
 - c. Limit the number of people on the scene to required individuals only
 - i. The use of screens is suspended
 - ii. For most emergencies, the horse ambulance driver, the employee holding the horse and the veterinarian should be sufficient. The veterinarian on the scene can request additional assistance as needed through the outriders
 - d. Only one person should ride in the ambulance with the horse – no grooms or trainers should be in the horse ambulance at any time.
 - e. Wash hands or use hand sanitizer following the incident and interaction with others
6. When interacting with other veterinarians or other TSG staff, Association Veterinarians should observe the following:
- a. Maintain a 6-foot distance whenever possible
 - b. Wear a mask and gloves
 - c. Do not shake hands or come into other physical contact
 - d. Cover mouth and nose when coughing or sneezing
 - e. Do not share supplies unless necessary and sanitize shared equipment such as radios
 - f. Wash hands or use hand sanitizer frequently

7. If an Association Veterinarian feels sick or is displaying symptoms consistent with the current infectious disease, the Association Veterinarian will:
 - a. Notify the Chief Veterinary Officer. The CVO will communicate with the appropriate individuals at each track and TSG corporate.
 - b. Notify fellow Association Veterinarians
 - c. Stay home during duration of symptoms or as mandated by local health authorities and track policy

8. If an Association Veterinarian receives a positive test result or diagnosis of the infectious disease, the Association Veterinarian will:
 - a. Notify the Chief Veterinary Officer; the CVO will work with the Association Veterinarian to identify and notify veterinarians, staff or trainers that they have been in contact with or could have been exposed to the virus. The CVO will communicate with the appropriate individuals at each track and TSG corporate.
 - b. Self-isolate for 14 days and seek medical care as needed

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COVID-19 Stables Protocol

Veterinarians:

Golden Gate Fields Association veterinarians will wear masks for horse inspections and furosemide administration. We ask that trainers designate only one person from your barn to interact with our veterinarians to limit the human to human exposure for our veterinarians and your staff.

Additionally, GGF veterinarians will carry hand sanitizer with them and use it between barns as they perform examinations.

Please do your best to keep as much distance between you and our veterinarians as possible – for all our safety. We realize that leaving the horse on a loose shank is not going to be possible with every horse – but try to stand on the other side of the horse from the veterinarian and create as much distance as possible.

We recommend that all private veterinarians consider employing similar measures as they move from barn to barn during this time.

Trainers:

Currently, we are still learning about COVID-19 as it pertains to zoonotic transmission (transmission between humans and animals). Per CDC guidelines, maintain good hygiene when dealing with all animals (washing/disinfecting hands and equipment after animal contact, limiting contact between animals when possible). Effective immediately, no outside pets will be allowed on the property.

It is important to limit human to human contact. Consider whether you can limit the number of staff in the barn to essential staff or stagger shifts to ensure that there are as few people as possible in the barn at any one time – while this may not be convenient or how things are usually done, decreasing the number of people in an area is crucial to decrease the spread of this virus. It is advisable for each trainer to have one or two designated individuals to work with veterinarians, farriers, and other outside individuals to minimize contact with as few of your staff as possible.

Limit the number of individuals allowed in the tack room or office at any one time. Six feet is the minimum recommended distance between people. **If your staff can touch one another with fully extended arms, they are too close.**

Consider assigning equipment to specific barn personnel. For example, each hotwalker should have their own shank with their name on it. When stored, it should not be stored with other equipment until it is cleaned and sanitized. Other examples of equipment that should be limited to being touched by one person or as few people as possible:

- Each horse's water and feed buckets
- Cross ties/stall ties
- Grooming supplies
- Tack (wipe down bridles (or soak them), saddles, girths, etc. before and after use)
- Halters
- Wheelbarrow/shovels/rakes/brooms

Additionally, each of the above should be sprayed, soaked, or wiped daily. Also have the following areas cleaned often throughout the day:

- Doorknobs
- Stall clips/gates
- Barn door handles
- Light switches
- Counters/desks

COVID-19 is easily killed in the environment with most disinfectants – if we use them.

Consider using the following:

- Lysol spray (or similar)
- Hand sanitizers
- Diluted nolvasan, povidone-iodine, bleach, or chlorhexidine
- Soap and water (a bucket of soap and water continuously available for hand washing or rinsing is convenient and effective – but it must be changed regularly if dirt or manure gets into it).

Trainers are encouraged to set up one or more sanitizing stations for your barn. The easier it is for people to keep things clean and disinfected, the more likely they are to do so.

In order to continue training and prevent the spread of COVID-19 at GGF, we encourage each of you to follow these protocols.

If you or any of your staff feel unwell – please do not come to work.

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Golden Gate Fields COVID-19 Pet Policy
(06 May 2020)

To: Patrick Mackey

Golden Gate Fields' protocol for resumption of live racing has been accepted based on certain stipulations. One stipulation is consideration of the potential for zoonotic transmission of COVID-19. Currently CDC guidelines state that the risk of zoonotic transmission (transmission between humans and animals) is low, however we are still learning about the potential for zoonotic spread.

Per CDC guidelines, it is recommended that current COVID precautions are taken when handling animals (washing/sanitizing hands and equipment, distancing where possible). Also, effective immediately, no outside pets will be allowed into GGF.

These new restrictions are subject to change as we learn more about the zoonotic potential of COVID-19

Casille Batten, DVM
Stronach Group Senior Veterinarian
Golden Gate Fields

SECTION V

GGF HR & STAFF NOTIFICATION DOCUMENTS

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 10 weeks more of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▶ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

▶ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd



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1/ST SAFETY

1/ST Employee Message Regarding COVID-19

March 11, 2020

At 1/ST, our highest priority is the safety and health of our employees and patrons. The situation with COVID-19 is evolving daily and we are monitoring it closely. Our team is engaged in regular communications with local health agencies and is following the scientific guidance from the [World Health Organization \(WHO\)](#) and [Centers for Disease Control \(CDC\)](#). We are committed to keeping you informed of our policies and procedures and to remaining vigilant.

What measures are we already implementing?

- Company-wide task force created to track and distribute information and implement necessary actions across all 1/ST venues and companies.
- Travel bans issued for all work travel to those regions identified by the CDC including, China, Iran, Italy, Japan and South Korea.
- Non-essential work travel restrictions.
- Emphasizing the importance of hygiene and regular hand washing using soap and warm water or with hand sanitizer.
- Increased frequency of cleaning practices, especially in restrooms, kitchens and other shared common spaces.
- Stringent cleaning and disinfection efforts on all high-touch surfaces including, door handles, handrails, counter tops, elevator buttons, etc.
- High-visibility cleaning efforts. It is important that our patrons see us performing these cleanings.
- Additional signage in restrooms promoting best hand washing practices.

In addition to the measures we are implementing, our team has been preparing for a range of scenarios to support our employees including what to do if an employee becomes ill or if a patron appears to be ill.

Below please find some FAQs about COVID-19 and our protocols. Simply put, our approach is consistent with the best available scientific guidance.

What are the symptoms of COVID-19?

Symptoms can range from mild to severe but predominant symptoms are fever, cough and shortness of breath. Please keep in mind that there are many respiratory illnesses with similar symptoms that are present in communities at any given time and merely presenting symptoms does not necessarily mean that someone is infected with the COVID-19 virus.

How is COVID-19 transmitted?

COVID-19 is a respiratory illness that is transmitted primarily through respiratory droplets (cough, sneeze, etc.).

If I become ill, should I still come to work?

Absolutely not. You should always do your best to avoid spreading illness to your colleagues. Stay home from work if you develop signs of illness and follow the guidance of your physician. Medical best practices indicate that if you develop a fever that you will need to stay home for at least 24-hours after your fever is gone without the use of fever-reducing medicine or after you have been cleared by your physician. If you are in an area of a country or jurisdiction that is experiencing sustained community transmission, testing for COVID-19 may be recommended by your health care provider or local health jurisdiction. If that takes place, please inform your manager so the appropriate arrangements and notifications can be made. Sustained community transmission means that people are contracting the virus within a particular community rather than having contracted it elsewhere while traveling.

What if I begin to feel ill while at work?

If you become sick while at work, you should let your manager know, then leave and obtain medical guidance. If you are in an area of a country or jurisdiction that is experiencing sustained community transmission, testing for COVID-19 may be recommended by your health care or local health jurisdiction. If that takes place, please inform your manager so the appropriate arrangements and notifications can be made.

Should I wear a mask?

The CDC does not recommend you wear a mask unless you have been diagnosed with the COVID-19 virus.

What if one of my colleagues, or someone I hear about at work, tests positive?

1/ST is following the guidance from the [World Health Organization \(WHO\)](#) and [Centers for Disease Control \(CDC\)](#) to actively monitor and manage the outbreak. If there is a suspected or confirmed case of infection, we will provide the necessary guidance and information to the relevant colleague populations based on location and proximity to the affected individual.

Our pandemic disease protocols call for deep cleaning and disinfection of the worksite, and discussion of quarantine with colleagues who had close personal contact with the affected individual. Close personal contact is defined as living with or being with a family member, friend or colleague for extended periods of time and includes sharing meals, drinks and close personal space (3-6 feet).

Reports of the virus becoming more widespread and becoming a pandemic are creating stress for me and my family. Are there any resources, support lines or groups to help with anxiety from this situation?

We encourage you to access the mental health resources and supports that are available through 1/ST's Employee Assistance Programs (EAP) by calling 1-800-96-HELPS (800-964-3577) for free counseling.

What preventative actions can I take to reduce my risk of respiratory infection?

- Wash your hands often with soap and warm water or clean your hands with hand sanitizer containing at least 60 percent alcohol. Follow hand washing procedures posted in restrooms.
- Avoid hugs, handshakes or "fist bumps" and use alternative greeting methods.
- Avoid touching your eyes, nose or mouth.
- Practice good hygiene by using a tissue to cover your nose and mouth when you sneeze and dispose of it directly and immediately into a trash receptacle and wash your hands. If you do not have a tissue available, cough or sneeze into your upper sleeve, not your hands.
- Clean and disinfect your personal workspace by using disinfectant wipes or cleaning solution.
- Eat a healthy diet, get adequate rest, exercise and avoid smoking or vaping.
- Get a seasonal flu shot.

What should I do if a patron or guest shows signs of being ill with respiratory symptoms?

Discreetly inform your supervisor and he/she will contact a Security Supervisor or Health & Safety personnel. If your Supervisor is not available, contact Security dispatch and discreetly request an officer to come see you. Do not broadcast over the radio or confront the patron yourself.

What if guests ask questions about how we are handling the outbreak?

Let them know we are taking the situation seriously and have taken precautions outlined by the World Health Organization (WHO) and the Centers for Disease Control (CDC). There will be signs posted at all of 1/ST venues along with messaging on our websites and social media channels so our customers will have that information easily accessible. If they continue to ask questions, refer them to a Manager or a Security Supervisor.

If there is additional information issued by the WHO, CDC or the local health authorities we will continue to keep you informed. If you have any questions or concerns please contact Human Resources, the Health & Safety Department or Security who will be able to assist you.

We appreciate your cooperation as we work through this together.

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Golden Gate Fields

To: All Employees
From: Roy Roenbeck, EHS and Onome Okulolo. HR
RE: Social Distancing and COVID-19
Date: April 16, 2020

The safety of our employees is our foremost concern. With all the uncertainties and concerns of the COVID-19 pandemic, the following protocols are being put into place to aid in protecting our employees and help limit the spread of COVID-19. Your cooperation in following these emergency procedures is greatly appreciated.

1. Employees who have been instructed by their supervisor that they can telecommute and work from home are encouraged to do so. If you are unsure if your position is eligible for telecommuting please contact your supervisor or HR.
2. Employees who are sick must stay home from work. Stay home if you have respiratory symptoms (coughing, sneezing, shortness of breath) and/or a temperature above 100.4 F. Please notify your supervisor, Safety or HR as soon as possible.
3. Symptom checks are being conducted prior to employees reporting to work each day. Employees must comply with these checks. Failure to comply will result in employees being denied access to the workplace. If you have questions about the symptom checks please contact Safety or HR.
4. If an employee does not have a face covering to use while at work, please contact Safety or HR to obtain a cloth face covering (bandana) at no charge. These coverings must be washed with soap and hot water after each use/daily.
5. Employees have been scheduled to ensure that each employee is at least 6 feet apart while working. This ensures that desks and workstations will be unoccupied allowing for the 6 feet social distancing requirement.
6. A schedule has been created to ensure that all common areas including but not limited to breakrooms and restrooms are being disinfected every three hours throughout the workday.
7. Disinfectants and related supplies are located throughout the facility. For locations related to your specific work location please contact Safety.
8. Employees are encouraged to use the hand sanitizers that are effective against COVID-19, which are located throughout the facility.
9. Employees are encouraged to use hand soap that is located throughout the facility.
10. Employees are allowed and encouraged to take frequent breaks to wash their hands for at least 20 seconds throughout the workday.
11. Employees are reminded and encouraged to keep at least 6 feet from others, including but not limited to other employees while in the workplace.

**Contact Information: Roy Roenbeck, Environmental Safety & Health (510) 559-7401
Onome Okulolo, HR (510) 559-7326**

SECTION VI

GGF ILLNESS & INCIDENT TRACKING



Incident & Illness Tracking Policy (COVID-19 Prevention Program)



I. Purpose

Golden Gate Fields (GGF) has implemented the “GGF Incident & Illness Tracking Log” (see attached) to be used for tracking any suspect illnesses related to the COVID-19 outbreak. This tracking log will be used to track both GGF employees and backstretch workers (non-GGF employees) on a single matrix.

II. Instructions

Any GGF employee incident would be logged by the GGF HR Dept. using the unique GGF “Employee Number” and any backstretch worker incident (non-GGF employees) would be logged by the GGF EHS Dept. using the respective GGF Security Report number. This way, all individual IDs are protected to ensure HIPAA compliance. All noted information cells on the matrix are required to be completed for each incident.

The GGF HR Dept. will maintain the master copy of the tracking log. However, the GGF EHS Dept. can distill the relevant information from GGF Security Reports for any non-GGF employees and provide that information to the GGF HR Dept. to ensure that the track has only one active and up-to-date version at any time should it need to be provided to corporate or a regulatory/health agency.

Additionally, although GGF is tracking individuals with suspect illnesses/symptoms related to the COVID-19, GGF is required to follow the below notification protocol for anyone testing “positive.”

III. Notification

***NOTE: In the likelihood of any GGF or non-GGF backstretch worker testing positive for the COVID-19 virus, the following parties shall be immediately notified:**

1. **Alameda County Acute Communicable Disease Control** [510-267-3250 (weekdays) or 925-422-7595 (weekends and after hours)]
2. **Berkeley Public Health Division** [510-981-5292 (weekdays) or 510-981-75911 (weekends and after hours)]
3. **Golden Gate Fields** [David Duggan, General Manager (510-990-2120)]
4. **The Stronach Group** (Mike Fleischaker, Director Corporate Security (905-505-6329)]
5. **The Stronach Group** (Steve Koch, Senior VP Racing (859-230-6955)]

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INCIDENT & ILLNESS TRACKING LOG (COVID-19 PREVENTION PROGRAM)



CASE #	DATE REPORTED	GGF EE # OR SECURITY REPORT #	HOUSED ON PROPERTY (YES/NO)	JOB TITLE/OCCUPATION	PERSONS/ LOCATIONS WITH POSSIBLE EXPOSURE	RECENT TRAVEL / DATE	DATE SYMPTOMS BEGAN	LIST SYMPTOMS	TESTED FOR COV D 19 (DATE/RESULTS)	SELF ISOLATION RECOMMENDED AT LEAST 7 DAYS FROM ONSET (YES/NO)	QUARANTINE RECOMMENDED 14 DAY MINIMUM (YES/NO)	SOLUTION/QUARANTINE LOCATION	DATE SOLUTION/QUARANTINE ENDED	COMMENTS / OBSERVATIONS
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SECTION VII

PPE



Personal Protective Equipment (COVID-19 Prevention Program)



GGF is committed to ensuring that appropriate and sufficient personal protective equipment (PPE) is provided to employees to help limit the spread of COVID-19. The GGF EHS Dept. will maintain a supply of PPE for this purpose. In addition, our janitorial contractor (Pritchard SE Group) also maintains a supply of PPE appropriate for their duties. The following PPE (subject to availability) will be maintained on-site by GGF and provided to employees according to the needs and potential hazards of their respective duties:

- **Nitrile Gloves (all sizes)**
- **Face masks (N95 & particulate)**
- **Face Coverings (cloth, bandanas, etc.)**
- **Protective Eyewear (safety goggles & full face shields)**
- **Hand Sanitizer (various containers & volumes)**
- **Hand Soap & Disinfectants**
- **Temperature-taking Devices (IR Thermometers & Tempa-DOTs)**
- **First Aid Kits (including sterile gauze for temperature taking)**
- **Biohazard Kits (Bloodborne Pathogens)**
- **Air-Purifying Respirators (APRs)**
- **Tyvek Suits**

Determination of appropriate PPE will be based on the respective Job Safety Analysis, corporate “COVID-19 Task Force” recommendations and applicable CDC health guidance. “Essential” employees, including Security & Operations gate personnel, will be required to wear a full suite of PPE including, but not limited to, face masks (N95 preferable), protective eyewear and gloves. Face coverings & gloves will be provided to all employees, regardless of their duties, upon request.

Responsible parties for PPE at GGF include:

GGF Environmental Health & Safety Dept. (EHS)	Roy Roenbeck, Director 510-559-7300 (office)
GGF Human Resources Dept. (HR)	Onome Okulolo, Director 510-559-7326 (office)

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N95
MASKS FOR
CORONAVIRUS

NOTICE



N95
MASKS FOR
CORONAVIRUS

The Center for Disease Control has issued an advisory for people not showing signs or symptoms of the COVID-19:

- Wearing an **N95 mask** alone will not prevent you from contracting the Coronavirus.
- Wearing an **N95 mask** improperly or not maintained, the respirator itself can become a hazard to the person wearing it.
- An **N95 mask** may cause medical problems such as breathing difficulties for those who have not been medically evaluated as required by law, CFR 1910.134
- **N95 masks** are in critically short supply and people wearing them unnecessarily deprive essential emergency staff such as first responders and health care workers the equipment they need to care for those who are in need of advanced medical care.
- Wearing an **N95 mask** unnecessarily and against the recommendations of the CDC will deprive those that are ill from being able to wear a mask as required and cause additional risk to those tasked with caring for them.
- **Respirators** used improperly may actually aid in the transportation of the virus if improperly worn or incorrectly removed.

THE CENTERS FOR DISEASE CONTROL AND THE WORLD HEALTH ORGANIZATION HAVE REQUESTED THAT IN THIS TIME OF URGENT NEED ONLY FIRST RESPONDERS AND MEDICAL WORKERS AND THOSE THAT HAVE TESTED POSITIVE FOR COVID-19 WEAR RESPIRATORS

El Centro para el Control de Enfermedades ha emitido un aviso para las personas que no muestran signos o síntomas del COVID19:

- Usar una **máscara N95** sola no evitará que contraiga la Coronavirus.
- El uso inadecuado de una **máscara N95**, puede convertir el respirador en un peligro para la persona que lo usa.
- Una **máscara N95** puede causar problemas médicos, como dificultades respiratorias para aquellos que no han sido evaluados médicamente según lo exige la ley, CFR 1910.134
- Las **máscaras N95** están en una escasez crítica y las personas que las usan innecesariamente, privan al personal de emergencia esencial, como socorristas y trabajadores de sector salud, del equipo que necesitan para atender a aquellos con necesidad de atención médica avanzada.
- Usar una **máscara N95** innecesariamente y en contra de las recomendaciones de los CDC privará a aquellos que estén enfermos de poder usar una máscara según sea necesario y causará un riesgo adicional para aquellos encargados de cuidarlos.
- **Los respiradores** utilizados incorrectamente pueden incrementar la transportación del virus si se usan incorrectamente o se eliminan incorrectamente.

LOS CENTROS PARA EL CONTROL DE ENFERMEDADES Y LA ORGANIZACION MUNDIAL DE LA SALUD SOLICITARON QUE EN ESTE TIEMPO DE URGENCIA SOLAMENTE EL PERSONAL DE PRIMEROS AUXILIOS, TRABAJADORES MEDICOS Y AQUELLOS QUE SON POSITIVOS PARA EL COVID-19 USEN RESPIRADORES

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How to Wear Face Cover

Face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

CDC on Homemade Face Covers

- ▶ CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.
- ▶ CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.
- ▶ Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- ▶ The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance.

Should cloth face coverings be washed or otherwise cleaned regularly?

Yes. They should be routinely washed depending on the frequency of use.

How does one safely sterilize/clean a cloth face cover?

A washing machine should suffice in properly washing a face covering.

How does one safely remove a used face cover?

Individuals should be careful not to touch their eyes, nose, and mouth when removing their face covering and wash hands immediately after removing.

Cómo Usar la Cubierta Facial

Los revestimientos faciales deben —

- justos pero cómodamente contra el costado de la cara
- asegurarse con lazos o ganchos
- incluir múltiples capas de tela
- permitir la respiración sin restricciones
- poder lavarse y secarse a máquina sin daños o cambio de forma

CDC Sobre Cubre Bocas Caseras

- ▶ La CDC recomienda usar cubiertas faciales de tela en lugares públicos donde otras medidas de distanciamiento social son difíciles de mantener (por ejemplo, supermercados y farmacias), especialmente en áreas de transmisión comunitaria significativa.
- ▶ También la CDC recomienda el uso de mascarillas de tela para disminuir la transmisión del virus y ayudar que gente que tiene el virus y no sabe, contagie a otros. Mascarillas faciales diseñadas con cosas de casa o hechas en casa con materiales de bajo costo pueden ser usadas como una medida de salud pública adicional y voluntaria.
- ▶ Las cubiertas de tela para la cara no deben colocarse en niños pequeños menores de 2 años, en cualquier persona que tenga problemas para respirar o que esté inconsciente, incapacitado o que no pueda quitarse la máscara sin ayuda.
- ▶ Las cubiertas de tela recomendadas no son máscaras quirúrgicas ni respiradores N-95. Esos son suministros críticos que deben seguir siendo reservados para los trabajadores de la salud y otros equipos de primeros auxilios, según lo recomendado por la guía actual de la CDC.

¿Se deben lavar o limpiar regularmente las cubiertas de tela de la cara?

Si. Deben lavarse rutinariamente dependiendo de la frecuencia de uso.

¿Cómo se esteriliza/limpia de manera segura una cubierta facial de tela?

Una lavadora debe ser suficiente para lavar adecuadamente una cubierta facial.

¿Cómo se elimina con seguridad una cubierta facial usada?

Las personas deben tener cuidado de no tocarse los ojos, la nariz y la boca al quitarse la cubierta de la cara y lavarse las manos inmediatamente después de quitarsela.

After Removal -

- To avoid creating surface scratches, submerge the face shield in warm water to dislodge particulate matter.
- Adding a mild liquid dish soap, like Dawn, reduces surface tension and allows the soapy water to evenly disperse across the surface.
- A soft cloth or sponge can be used to gently clean the shield.
- Rinse the shield in clear water and dry with a soft cotton towel or a microfiber cloth.
- Allow to air dry.
- Remember soap and water removes microbes on our hands, so it will work on your shield as well.

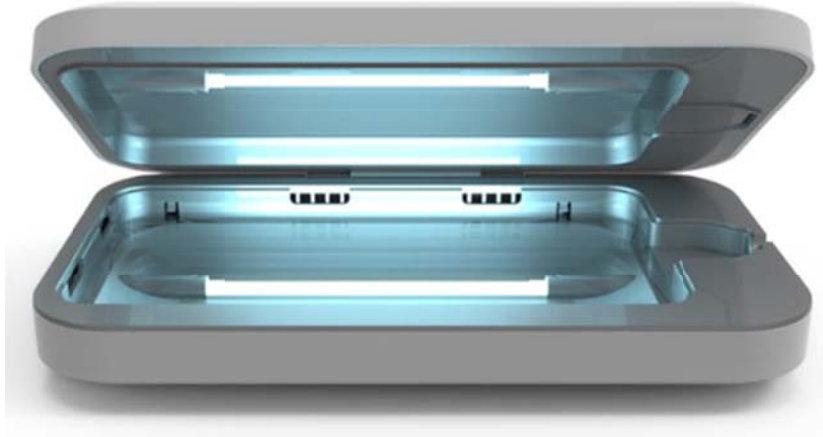
NOTE: A 70% alcohol wipe will also disinfect and keep plastic surfaces clear (avoid using household cleaners that contain ammonia).

Después de la eliminación -

- Para evitar crear rasguños en la superficie, sumerja el protector facial en agua tibia para desalojar las partículas.
- Agregar jabon líquido suave, como Dawn, reduce la tensión superficial y permite que el agua jabonosa se disperse uniformemente por la superficie.
- Se puede usar un paño suave o una esponja para limpiar suavemente el escudo.
- Enjuague el protector con agua limpia y séquelo con una toalla de algodón suave o un paño de microfibra.
- Dejar secar al aire libre.
- Recuerde que el jabón y el agua eliminan los microbios en nuestras manos, por lo que también funcionará en su escudo.

NOTA: Una toallita con alcohol al 70% también desinfectará y mantendrá limpias las superficies de plástico (evite usar productos de limpieza domésticos que contengan amoníaco).

PHONE SANI ZER



How Does PhoneSoap work?

Simply place your cell phone in your PhoneSoap and close the lid. During a 10-minute cycle, a powerful [UV-C light](#) kills 99.99%[†] of household germs*. When the external blue indicator turns off, your cell phone is completely clean.

This UV-C light effectively destroys nucleic acids and breaks apart bacteria DNA. With their DNA broken, bacteria can't function or reproduce, and the organisms die.

In nature, the UV-C light that causes this germicidal effect is harmful to our eyes but is blocked by Earth's atmosphere. In the PhoneSoap's controlled environment, UV-C light effectively and safely sanitizes your cell phone, as well as anything else that fits inside your PhoneSoap like remotes, keys, tablets, and more.

NOTE – Use is voluntary. GGF gives no warranty and accepts no responsibility or liability, either directly or indirectly, for any damages or loss caused or sustained by the user.

SECTION VIII

POSTINGS & SIGNAGE

**GOLDEN
GATE FIELDS**

WHERE THE BAY COMES TO PLAY

**STAY SAFE
PRACTICE
SOCIAL DISTANCE
STOP COVID 19**



Stop Germs! Wash Your Hands.

When?

- After using the bathroom
- Before, during, and after preparing food
- Before eating food
- Before and after caring for someone at home who is sick with vomiting or diarrhea
- After changing diapers or cleaning up a child who has used the toilet
- After blowing your nose, coughing, or sneezing
- After touching an animal, animal feed, or animal waste
- After handling pet food or pet treats
- After touching garbage



How?



Wet your hands with clean, running water (warm or cold), turn off the tap, and apply soap.



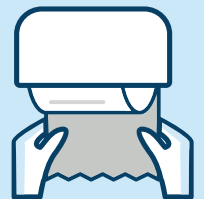
Lather your hands by rubbing them together with the soap. Be sure to lather the backs of your hands, between your fingers, and under your nails.



Scrub your hands for at least 20 seconds. Need a timer? Hum the “Happy Birthday” song from beginning to end twice.



Rinse hands well under clean, running water.



Dry hands using a clean towel or air dry them.

Keeping hands clean is one of the most important things we can do to stop the spread of germs and stay healthy.

LIFE IS BETTER WITH

**CLEAN
HANDS**



www.cdc.gov/handwashing

This material was developed by CDC. The Life is Better with Clean Hands Campaign is made possible by a partnership between the CDC Foundation, GOJO, and Staples. HHS/CDC does not endorse commercial products, services, or companies.



CS310027-A

¡Detenga los microbios! Lávese las manos

¿CUÁNDO?

- Después de ir al baño.
- Antes, durante y después de preparar alimentos.
- Antes de comer.
- Antes y después de cuidar a alguien que tenga vómitos o diarrea.
- Antes y después de tratar cortaduras o heridas.
- Después de cambiarle los pañales a un niño o limpiarlo después de que haya ido al baño.
- Después de sonarse la nariz, toser o estornudar.
- Después de tocar animales, sus alimentos o sus excrementos.
- Después de manipular alimentos o golosinas para mascotas.
- Después de tocar la basura.



¿CÓMO?



Mójese las manos con agua corriente limpia (tibia o fría), cierre el grifo y enjabónese las manos.



Frótese las manos con el jabón hasta que haga espuma. Asegúrese de frotarse la espuma por el dorso de las manos, entre los dedos y debajo de las uñas.



Restriéguese las manos durante al menos 20 segundos. ¿Necesita algo para medir el tiempo? Tararee dos veces la canción de “Feliz cumpleaños” de principio a fin.



Enjuáguese bien las manos con agua corriente limpia.



Séquese Séquese las manos con una toalla limpia o al aire.

Mantener las manos limpias es una de las cosas más importantes que podemos hacer para detener la propagación de microbios y mantenernos sanos.

LA VIDA ES MEJOR CON LAS

MANOS LIMPIAS



www.cdc.gov/lavadodemanos

Este material fue elaborado por los CDC. La campaña La Vida es Mejor con las Manos Limpias es posible gracias a una asociación entre la Fundación de los CDC, GOJO y Staples. El HHS y los CDC no respaldan productos, servicios ni empresas comerciales.



CS310027-A



**GOLDEN GATE
FIELDS**

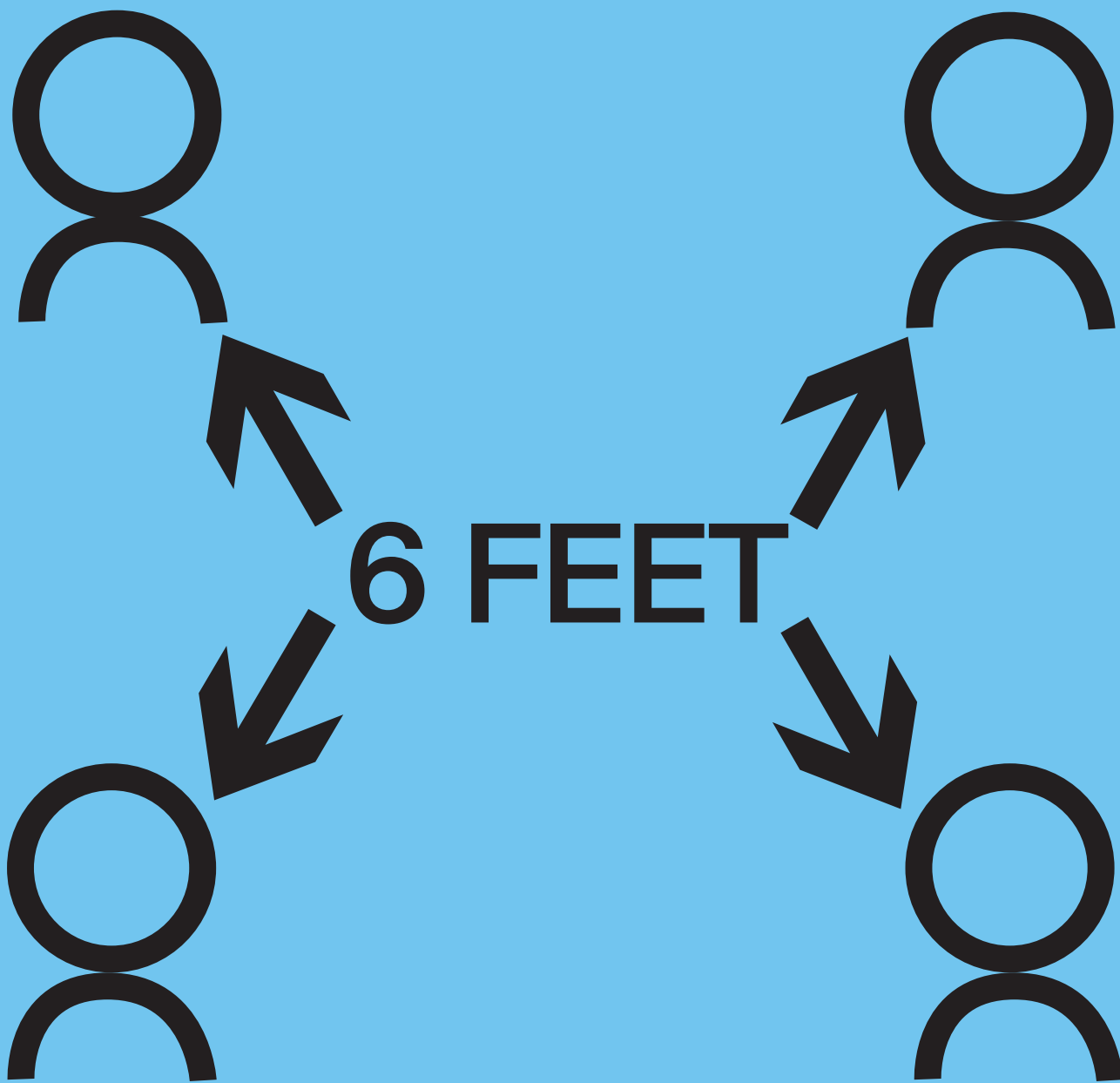
NOTICE!

- **DO NOT ENTER IF YOU HAVE A COUGH OR FEVER**
- **MAINTAIN A MINIMUM SIX-FOOT DISTANCE FROM ONE ANOTHER**
- **SNEEZE AND COUGH INTO THE ELBOW**
- **DO NOT SHAKE HANDS**
- **DO NOT ENGAGE IN ANY UNNECESSARY PHYSICAL CONTACT**
- **WASH HANDS FREQUENTLY**



**GOLDEN GATE
FIELDS**

STAY 6 FEET APART



STAY SAFE



**GOLDEN GATE
FIELDS**

**NO STOPPING
OR GATHERING
ON WALKWAY**

**PRACTICE SOCIAL
DISTANCING**

**PLEASE KEEP AT LEAST
6' DISTANCE BETWEEN
EVERY PERSON**

WARNING

THIS ZONE IS UNDER STRICT



QUARANTINE

INFECTIOUS VIRUS AREA

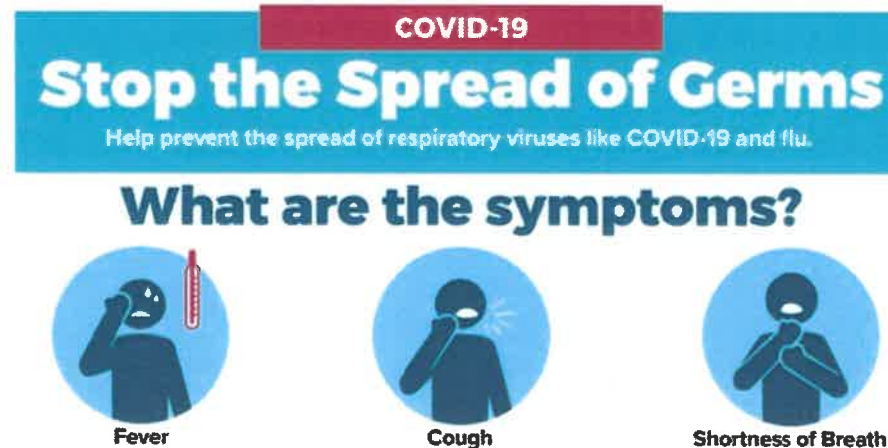
AUTHORIZED PERSONNEL ONLY

NOTICE

All Jockeys, Valets, Clerk-of-Scales & Other Jockey's Room Staff

MUST HAVE THEIR TEMPERATURES TESTED DAILY

Please see the Clerk-of-Scales to be TESTED






COVID-19

Stop the Spread of Germs

Help prevent the spread of respiratory viruses like COVID-19 and flu.

What are the symptoms?

- 
Fever
- 
Cough
- 
Shortness of Breath



**GOLDEN GATE
FIELDS**

NOTICE!

- DO NOT ENTER IF YOU HAVE A COUGH OR FEVER
- MAINTAIN A MINIMUM SIX-FOOT DISTANCE FROM ONE ANOTHER
- SNEEZE AND COUGH INTO THE ELBOW
- DO NOT SHAKE HANDS
- DO NOT ENGAGE IN ANY UNNECESSARY PHYSICAL CONTACT
- WASH HANDS FREQUENTLY

Please sign all deliveries in lobby area.
If signature is needed please dial Ext#7551 for assistance.

Stable
Supt.

License
Validations



REQUISITO DE
GOLDEN GATE



GOLDEN GATE
REQUIREMENT

DEBE USAR UNA
MÁSCARA O
UN PAÑUELO
PARA CUBRIR LA
NARIZ Y LA BOCA
EN TODO MOMENTO
EN GOLDEN GATE

YOU MUST WEAR
A MASK OR
BANDANA
TO COVER YOUR
NOSE & MOUTH
AT ALL TIMES AT
GOLDEN GATE

La violación de esta norma resultará en un castigo o multa. VIOLATION WILL RESULT IN BANISHMENT & FINES.

GOLDEN GATE FIELDS

STAY 6 FEET APART

STAY SAFE

GOLDEN GATE FIELDS

NOTICE!

- DO NOT ENTER IF YOU HAVE A COUGH OR FEVER
- MAINTAIN A MINIMUM SIX-FOOT DISTANCE FROM ONE ANOTHER
- SNEEZE AND COUGH INTO THE ELBOW
- DO NOT SHAKE HANDS
- DO NOT ENGAGE IN ANY UNNECESSARY PHYSICAL CONTACT
- WASH HANDS FREQUENTLY

Assembly A Social Distancing Protocol

Business name: Pacific Racing Association aka Golden Gate Fields
 Facility Address: 1180 Lamborn Blvd, Berkeley, CA 94710
 Approximate gross square footage of space open to the public: Approx 38 acres (see two paddocks) California-based individuals

Businesses must implement all applicable measures listed below, and be prepared to explain why any measure that is not implemented is inapplicable in the business.

Measures:

- 1. Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.
- 2. **Measures to Prevent Customers from Clustering at the Facility**
 - 1. Everyone who enters must have their work station have been decontaminated to do so.
 - 2. All employees have been trained to come to work if sick.
 - 3. Employees should be wearing face masks before entering the work area.
 - 4. All desks or individual work stations are separated by at least six feet.
 - 5. All desks, hallways, and other common areas are being disinfected frequently, on the following schedule:
 - 1. Business hours: 4x daily
 - 2. After hours: 4x daily
 - 6. Disinfectant and related supplies are available to all employees at the following location(s): Entry Point A (indicated on map) (in availability)
 - 7. Hand sanitizer (alcohol based) is available to all employees at the following location(s): Entry Point A & the central building (in availability)
 - 8. Soap and water are available to all employees at the following location(s): All Restrooms
 - 9. Copies of this Protocol have been distributed to all employees.
- 3. **Optional - Describe other measures:** Check in log book to enter work.
- 4. **Measures to Prevent Customers from Clustering at the Facility**
 - 1. Limit the number of customers in the space at any one time to the level we can have in order to maintain business hours, which allows for customers and employees to easily maintain a 6-foot distance between themselves, which allows for customers and employees to easily maintain a 6-foot distance between themselves and all possible future business activities in the facility at the time of the visit.
 - 2. Post all employees at the door to ensure that the maximum number of people in the facility at the time of the visit is limited. Signage warning of 6-foot distance (in availability)
 - 3. Posting one person limit on people that are asking me quickly to reduce crowd and limit business. Not applicable for some or previous.

Assembly A Social Distancing Protocol

1. **Optional - Describe other measures:** "GCF Stable Area Access & Quarantine Policy"

Measures to Prevent Customers from Clustering at the Facility

- 1. Posting signs outside the area reminding people to be at least six feet apart, including when in line.
- 2. Posting signs or other markings at least six feet apart outside the area outside the area and where a public entrance with open flooring measures to the outside to maintain business hours.
- 3. Signage posted in the facility to prevent customers from gathering.
- 4. All employees have been instructed to maintain at least six feet distance from customers and each other, except employees who intentionally come closer than necessary to complete a specific business activity, or as otherwise necessary.
- 5. **Optional - Describe other measures:** Check in log book to enter work.

Measures to Prevent Customers from Clustering at the Facility

- 1. Post signs and hand the signs to employees to ensure that all employees are aware of the protocol.
- 2. All-time limit on the number of people in the facility at any one time to the level we can have in order to maintain business hours, which allows for customers and employees to easily maintain a 6-foot distance between themselves and all possible future business activities in the facility at the time of the visit.
- 3. Posting one person limit on people that are asking me quickly to reduce crowd and limit business. Not applicable for some or previous.

1. **Optional - Describe other measures:** Check in log book to enter work.
- 2. **Measures to Prevent Customers from Clustering at the Facility**
- 1. Disinfectant and related supplies are available to all employees at the following location(s): Entry Point A (indicated on map) (in availability)
- 2. Hand sanitizer (alcohol based) is available to all employees at the following location(s): Entry Point A & the central building (in availability)
- 3. Soap and water are available to all employees at the following location(s): All Restrooms
- 4. Copies of this Protocol have been distributed to all employees.
- 3. **Optional - Describe other measures:** Check in log book to enter work.
- 4. **Measures to Prevent Customers from Clustering at the Facility**
- 1. Limit the number of customers in the space at any one time to the level we can have in order to maintain business hours, which allows for customers and employees to easily maintain a 6-foot distance between themselves, which allows for customers and employees to easily maintain a 6-foot distance between themselves and all possible future business activities in the facility at the time of the visit.
- 2. Post all employees at the door to ensure that the maximum number of people in the facility at the time of the visit is limited. Signage warning of 6-foot distance (in availability)
- 3. Posting one person limit on people that are asking me quickly to reduce crowd and limit business. Not applicable for some or previous.

You may contact the following person with any questions or comments about this protocol:
 Social District Program (NYC) Phone number: 212-234-7344

ATTENTION
 Companies


ATTENTION

GGF reserves the right to request the following items before allowing a driver into the Stable Area:

- CHRB License
- Driver's License
- Proof of Vehicle Insurance

Items must be valid & current.

Horseman Entrance

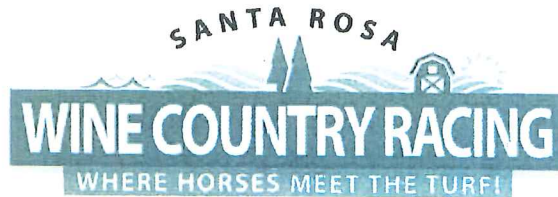
NOTICE! YOU MUST WEAR A MASK OR BANDANA EVERYWHERE IN THE GARDENS AT ALL TIMES AT THE EQUINE GATE	NOTICE! YOU MUST WEAR A MASK OR BANDANA EVERYWHERE IN THE GARDENS AT ALL TIMES AT THE EQUINE GATE		NOTICE! YOU MUST WEAR A MASK OR BANDANA EVERYWHERE IN THE GARDENS AT ALL TIMES AT THE EQUINE GATE	NOTICE! YOU MUST WEAR A MASK OR BANDANA EVERYWHERE IN THE GARDENS AT ALL TIMES AT THE EQUINE GATE
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NOTICE!

NOTICE!

DISCLAIMER – *This COVID-19 Safety & Prevention Program (Program) is the property of Golden Gate Fields (GGF). Any reuse of the Program or portions thereof without GGF's permission is at the sole risk of the user. The user will hold harmless GGF for any damages that result from unauthorized reuse of this Program.*

This Program was prepared for track staff at GGF to assist in preventing and/or limiting the spread of COVID-19 and for purposes of regulatory compliance. It is not intended to render legal advice. It does not supersede laws, rules or governmental policies pertaining to the various subject matters covered.



May 27, 2021

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

To Whom It May Concern,

This letter serves as written confirmation that the Sonoma County Fair/Wine Country Racing 2021 meet at Golden Gate Fields agrees to adopt the California Horse Racing Board's Inclement Weather Policy as provided on the chrh.ca.gov website.

Sincerely,

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing

David Duggan, GM
Pacific Racing Association/Golden Gate Fields

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

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair:

Sonoma County Fair @ Golden Gate Fields
1350 Bennett Valley Drive
Santa Rosa, CA 95404
(707) 545-4200, (707) 545-9342 Fax

B. Fair association is a: District Fair County Fair Citrus Fruit Fair
 California Exposition and State Fair Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person:
Rebecca Bartling, CEO, 707-545-4200, bbartling@sonomacountyfair.com

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: **Wednesday, August 4 – Tuesday, August 17, 2021; August 4, 5, 10, 11 will be simulcast only days**

B. Actual dates racing will be held: **Friday, August 6 - Sunday, August 8 & Friday, August 13 – Sunday, August 15. All racing will take place at Golden Gate Fields.**

C. Dates racing will NOT be held: **August 4, & 5; and August 9, 10, 11 & 12**

D. Total number of racing days: **6**

E. Days of the week races will be held:

Thurs - Sun Tues - Sat Other (specify) **Friday through Sunday**

3. RACING PROGRAM

A. Total number of races: **52**

Should the availability of racing participants exceed our expectations, we request approval to adjust the number of races scheduled.

B. Number of races by breed:

<input type="text" value="52"/>	Thoroughbreds	<input type="text" value="0"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="0"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="0"/>	Mules

CHRB CERTIFICATION

Application received: 5/6/21
Reviewed: RP

Hearing date: 7/21/21
Approved date:
License number:

C. Number of races daily:

	Wed	Thur 8/5 & 8/12	Fri 8/6 & 8/13	Sat 8/7 & 8/14	Sun 8/8 & 8/15
Thoroughbred	0	0	8	9	9
Other Breeds	0	0	0	0	0
Total	0	0	8	9	9

D. Total number of stakes races by breed:

<input type="text" value="2"/>	Thoroughbreds	<input type="text" value="0"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="0"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="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. **See attached Thoroughbred Stakes Information**

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. **See Attached**

2. Identify the stakes races listed under item E 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). **N/A**

3. Identify the stakes races listed under item E1 that have been dropped or deleted, and the reasons the stakes were dropped or deleted. **N/A**

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

G. List all post times for the daily racing program:

<i>Race Number</i>	<i>Thursday</i>	<i>Fridays</i>	<i>Weekends</i>
Race # 1	N/A	1:15	1:15
Race # 2	N/A	1:45	1:45
Race # 3	N/A	2:15	2:15
Race # 4	N/A	2:45	2:45
Race # 5	N/A	3:15	3:15
Race # 6	N/A	3:45	3:45
Race # 7	N/A	4:15	4:15
Race # 8	N/A	4:45	4:45
Race # 9	N/A	5:15	5:15
Race # 10	N/A	5:45	5:45

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

4. FAIR ASSOCIATION

A. Names of the fair directors:

Tony Giraldi	Marilyn Herzog	Neysa Hinton	Kevin Howe
Rob Muelrath	Hugo Mata	Teejay Lowe	Max Mickelsen

Section 3 RACING PROGRAM, Item E - 2019-2021 Sonoma County Fair Stakes Information

2021 Thoroughbred Stakes
“Wine Country Stakes Series”

Wine Country Stakes
Dropped
Note: fillies can run in Luther Burbank

Luther Burbank Handicap – 51st Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 7

Robert Dupret Derby – 10th Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 14

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner’s Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

2020 Thoroughbred Stakes
“Wine Country Stakes Series”

Wine Country Stakes
Dropped
Note: fillies can run in Luther Burbank

Luther Burbank Handicap – 50th Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 1

Robert Dupret Derby – 9th Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 8

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner’s Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

2019 Thoroughbred Stakes
“Wine Country Stakes Series”

Wine Country Stakes
Dropped
Note: fillies can run in Luther Burbank

Luther Burbank Handicap – 49th Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 3

Robert Dupret Derby – 8th Running
\$50,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 10

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner’s Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

2021 Quarter Horse Stakes

N/A

2020 Quarter Horse Stakes

N/A

2019 Quarter Horse Stakes

PCQHRA Handicap

\$8,000 Guaranteed

Three Year Olds and Upward – 350 Yards

TBD

N/A

N/A

Wine Country Derby

\$8,000 Guaranteed

Three Year Olds & Upward – 440 Yards

TBD

Marcia Mickelson	Annette O’Kelley	Bev Palm	Carole Quandt
Kanani Reynolds	Wanda Tapia	Lisa Wittke Schaffner	Sharon Wright

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: **N/A**

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 12B, who will be listed in the official program:

**Rebecca Bartling – CEO (Sonoma County Fair)
Management (Pacific Racing Association)**

- **David Duggan – General Manager**
- **Patrick Mackey - Director of Racing**
- **Patrick Mackey - Racing Secretary**
- **Doug Gooby - Mutuel Manager**
- **Juan Meza - Race Track Superintendent**
- **Matt Dinerman - Track Announcer**

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

**Rebecca Bartling, CEO
1350 Bennett Valley Road
Santa Rosa, CA 95404
bbartling@sonomacountyfair.com**

5. TAKE OUT PERCENTAGE

1. 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: _____%

A. 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 10 percent nor more than 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

1. Complete the table below providing the last five 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	Number of Racing Days
2020	\$24,706,799	n/a	6 days
2019	\$19,741,800	27,074	8 days
2018	\$21,653,774	26,157	8 days
2017	\$28,822,331	32,779	11 days
2016	\$30,083,973	30,876	11 days

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

A. Purse distribution: 2021 (6 days) vs. 2020 (6 days)

1. All races other than stakes:

Current meet estimate: \$830,000
 Prior meet actual: \$849,551

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

Current meet estimate: \$138,333
 Prior meet actual: \$141,592

2. Overnight stakes:

Current meet estimate: \$100,000
 Prior meet actual: \$114,850

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

Current meet estimate: \$16,667
 Prior meet actual: \$19,142

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: \$930,000
 Prior meet actual: \$964,401

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

Current meet estimate: \$ 98,300
 Prior meet actual: \$100,032

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

Current meet estimate:		Prior meet actual:
CTT	\$3,111	\$ 3,111
TOC	\$6,221	\$ 6,221
NTRA	\$1,454	\$ 1,125
PCQHRA	\$ -0-	\$ -0-
CWAR	\$ -0-	\$ -0-

ARAC	\$ -0-	\$ 1,726
AMRA	\$ -0-	\$ -0-
CHBPAPEN	\$9,332	\$ 9,332
CTHF	<u>\$9,332</u>	<u>\$ 9,332</u>
Total	\$29,450	\$30,847

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: \$ 1,057,750
 Prior meet actual: \$ 1,095,280

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

Current meet estimate: \$ 176,292
 Prior meet actual: \$ 182,547

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: \$ 751,003
 Prior meet actual: \$ 777,649

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

Current meet estimate: \$ 125,167
 Prior meet actual: \$ 129,608

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$ 306,748
 Prior meet actual: \$ 317,631

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

Current meet estimate: \$ 51,125
 Prior meet actual: \$ 52,939

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

On file

H. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:
Kevin Riley, CPA of Rossmann, MacDonald & Benetti, 3838 Watt Avenue, Suite E-500, Sacramento, CA 95821, kevin@rmb-cpa.com, (916) 488-8360

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and 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:
1,500
- B. Minimum number of stalls believed necessary for the meeting:
1,500
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:
N/A
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
N/A
- E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.
N/A

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. Estimated cost to provide off-site stalls for this meeting. Show cost per-day per stall:
- H. 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 during racing for the association and auxiliary sites: **See Attached**
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. **See Attached**

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 (RCI) 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).

SECTION 9A (1) ATTACHMENT

EQUINE EMERGENCY SERVICES

A.

<u>VETERINARIAN</u>	<u>EMERGENCY CONTACT #</u>
Dr. Casille Batten	510-559-7300
Dr. Ken Allison	510-559-7300
Dr. Steve Boyer	510-559-7300
Dr. William Grantham *	510-559-7300
Dr. Kim Khulman	510-559-7300
Dr. Steve Matuszak	510-559-7300
Dr. Jerry Parker	510-559-7300
Dr. Raina Petrov	510-559-7300
Dr. Don Smith	510-559-7300
Dr. Sara Sporer	510-559-7300
Dr. Ashton Cloninger *	510-559-7300

* Race day Lasix veterinarian

1. GOLDEN GATE FIELDS VETERINARIAN SCHEDULE

Mondays:	Closed
Tuesdays:	AM Only – TBD
Wednesdays:	AM Only – TBD
Thursdays:	AM – Dr. Sara Sporer PM – Dr. William Grantham
Fridays:	AM – Dr. Sara Sporer PM – Dr. William Grantham
Saturdays:	AM – Dr. Sara Sporer PM – Dr. William Grantham
Sundays:	AM – Dr. Sara Sporer PM – Dr. William Grantham

TBD – Rotating schedule amongst list from Exhibit A

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Race #1	\$2DD \$1E \$1PK3 \$.50 PNP (Pick 4) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #2	\$2DD \$1E \$1PK3 \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #3	\$2DD \$1E \$1PK3 \$1 PNP (Pick 6 when 8 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #4	\$2DD \$1E \$1PK3 \$.50 PNP (Pick 5 when 8 races) \$1 PNP (Pick 6 when 9 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #5	\$2DD \$1E \$1PK3 \$.50 PNP (Pick 4 when 8 races) \$.50 PNP (Pick 5 when 9 races) \$1 PNP (Pick 6 when 10 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1976.9 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #6	\$2DD \$1E \$1PK3 (when 8 races) \$.50 PNP (Pick 4 when 9 races) \$.50 PNP (Pick 5 when 10 races) \$1 PNP (Pick 6 when 11 races) \$1 Trifecta \$.10 Superfecta \$.50 Super High 5 (Pentafecta)	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1976.9 CHRB 1976.9 CHRB 1979 CHRB 1979.1 ARCI 004-105 T (4) (b) Method 2 Provision (C)*	
Race #7	\$2DD \$1E \$1PK3 (when 9 races) \$.50 PNP (Pick 4 when 10 races) \$.50 PNP (Pick 5 when 11 races) \$1 PNP (Pick 6 when 12 races) \$1 Trifecta	CHRB 1957 CHRB 1959 CHRB 1977 CHRB 1976.9 CHRB 1976.9 CHRB 1976.9 CHRB 1979	

	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #8	\$2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1PK3 (when 10 races)	CHRB 1977
	\$.50 PNP (Pick 4 when 11 races)	CHRB 1976.9
	\$.50 PNP (Pick 5 when 12 races)	CHRB 1976.9
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #9	\$2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1PK3 (when 11 races)	CHRB 1977
	\$.50 PNP (Pick 4 when 12 races)	CHRB 1976.9
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #10	\$2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1PK3	CHRB 1977
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #11	2DD	CHRB 1957
	\$1E	CHRB 1959
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*
Race #12	\$1E	CHRB 1959
	\$1 Trifecta	CHRB 1979
	\$.10 Superfecta	CHRB 1979.1
	\$.50 Super High 5 (Pentafecta)	ARCI 004-105 T (4) (b) Method 2 Provision (C)*

* For closing day final race (mandatory payout): ARCI 004-105 T (4) (g) Method (7) (C)

In the event there is a prohibitive favorite where there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request approval from CHRB to (allow that entry to run for purse only) rescind or cancel wagering on that pool.

- C. Identify any wagers noted in 10A (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program, or that are not being carried forward from the previous year's pari-mutuel wagering program. N/A
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: **August 15, 2021 (Closing Day of Sonoma County Fair's Wine Country Racing at Golden Gate Fields meet)**
- E. List any options requested with regard to exotic wagering:
 - \$1 TRI and \$.10 SF when applicable**
 - \$.50 PNP4 on the first four races and the last four races each day**
 - \$.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.**
 - \$1 PNP6 on the last six races each day, with 70% major pool paid or a carryover and a 30% minor pool paid.**

\$.50 Rolling Pentafectas (Super High 5) will be offered on all races with six (6) wagering interests when the pari-mutuel pools open. 100% payout of the net pool to the winners who select the top five finishers in exact order. No consolation or minor pool; 100% carryover if no ticket has five finishers in exact order. Mandatory payout on the final eligible race on Closing Day, August 15, 2021.

- F. Will "advance" or "early bird" wagering be offered? Yes No

If yes, when will such wagering begin. Specify days and time for "early bird" wagering:

- G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract:

Amtote effective October 25, 2015 with expiration date of October 2020 with option to extend Contract to October 2025. Equipment description on file with Board.

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

TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 4, Trifectas, Superfectas & Pentafectas – 25.02%

Race #2 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, Trifectas, Superfectas & Pentafectas – 25.02%

Race #3 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 6, Trifectas, Superfectas & Pentafectas – 25.02%

Race #4 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%

Race #5 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%

Race #6 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%

Race #7 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%

Race #8 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 4, 5, Trifectas, Superfectas & Pentafectas – 25.02%

Race #9 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, 4, Trifectas, Superfectas & Pentafectas – 25.02%

Race #10 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Pick 3, Trifectas, Superfectas & Pentafectas – 25.02%

Race #11 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;
Trifectas, Superfectas & Pentafectas – 25.02%

Race #12 Win, Place, Show – 16.77%; Exacta – 24.02%;
Trifectas, Superfectas & Pentafectas – 25.02%

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting:
Xpress Bet, T.V.G. (Television Games Network), Twin Spires, NYRA Bets, Bet America
- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.
On File



June 11, 2021

Ms. Becky Bartling, CEO
Sonoma County Fair
1350 Bennett Valley Road
Santa Rosa, CA 95404

RE: 2021 Sonoma County Fair (Santa Rosa) Race Meet ADW Approvals

Dear Becky,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Sonoma County Fair (SCF) race signals under the terms and conditions set forth below.

Pursuant to Section XVII. Intrastate Advanced Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and SCF, SCF shall be permitted to transmit race signals to California-licensed ADW providers TVG, Xpressbet, TwinSpires, NYRA Bets, Bet America, Watch and Wager, and Game Play Network to accept wagers on SCF and other Thoroughbred races during the 2021 SCF race meeting commencing August 6, 2021 and continuing through August 15, 2021, as follows:

1. California wagering on SCF races:

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

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

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network (GPN) may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA LIAISON: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON

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

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

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 7.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 45% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

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

Very truly yours,

THOROUGHBRED OWNERS OF CALIFORNIA



Greg Avioli
President & CEO

C. Have the contract/agreements been approved by the respective horsemen’s groups?

Yes No

If yes, attach a copy of the approval.

If no, explain the status of the approval. **Will be forwarded to Board upon receipt.**

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering:
Northern California Off-Track Wagering, Inc. (NCOTWINC)

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair’s live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
The NCOTWINC agreement dated May 17, 2013 is still in effect and on file with Board.

C. California simulcast facilities the fair proposes to offer its live audiovisual signal:

NORTHERN CALIFORNIA

- Alameda County Fair, Pleasanton
- Big Fresno Fair, Fresno
- California State Fair & Exposition, Sacramento
- Club One, Fresno
- Golden Gate Fields, Albany
- Jockey Club at San Mateo, San Mateo
- Monterey County Fair, Monterey
- San Joaquin County Fair, Stockton
- Santa Clara County Fair, San Jose
- Solano County Fair, Vallejo
- Sonoma County Fair, Santa Rosa

SOUTHERN CALIFORNIA

- Cabazon Fantasy Springs Casino, Indio
- Derby Club, Seaside Park, Ventura
- Fairplex Park, Pomona
- Hollywood Park Casino, Inglewood
- Los Alamitos Race Course, Los Alamitos
- Pechanga Resort & Casino, Temecula
- Santa Anita Park, Arcadia
- Sports Center, Nat’l Orange Show, San Bernardino
- Sports Pavilion at The Farmers Fair, Perris
- Sports Pavilion, San Bernardino Cty. Fair, Victorville
- Surfside Race Place at Del Mar, Del Mar
- Viejas Casino & Turf Club, Alpine
- Watch & Wager, Antelope Valley Fgds, Lancaster

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:

**2021 Sonoma County Fair Meet
Commingled Locations**

AmWest Entertainment	Dover Downs	Maronas (South America)	Saratoga Harness Raceway
AmWest Accounts	Dubuque Greyhound	Maryland Jockey Club	SaratogaBets
Greenbrier (WV)	Elite Turf Club (1 to 12)	Maywood	Scarborough
Riders Up (SD)	Ellis Park	Meadowlands	Scioto Downs
Time Out Lounge (SD)	Emerald Downs	The Meadows	Seabrook Greyhound
Triple Crown (SD)	Evangeline Downs	The Meadows (ADW)– PAReg	Social Gaming
Arapahoe-Mile High	Evangeline Downs AWA	Millers OTB	Sol Mutuel
Arima Race Club	Fair Grounds	Mobile Greyhound	Southland Greyhound
Arlington I	Fair Grounds ADW	Monmouth Park	Sports Creek Raceway
Atlantic City Racecourse	Fair Meadows	Montana OTB	State Fair (Lincoln, NE)
Balmoral	Favorites at Gloucester	Monticello	Suffolk District OTB
Balmoral ADW (BETZOTIC)	Finger Lakes	Mountaineer Park	Suffolk Downs

Bangor Raceway	Fonner	Mt. Pleasant Meadows	Sunland Park
Batavia	Freehold	Nassau Regional OTB	SunRay Park & Casino
Bettor Racing	Gillespie County Fair	New Jersey Casino Assoc.	Tampa Bay Downs
Beulah Park	Global Wagering Solutions	Nevada Pari-Mutuel Assoc.	Taunton Acct Wagering
Birmingham	Bwin International Ltd.	Newport Jai Alai	Taunton Dog Track Inc.
Bluffs Run Greyhound	Intl Betting Assoc. Ltd.	NJ Mobile	The Downs at Albuquerque
Buffalo Raceway	Magna Bet	Northfield	Thistledown
Canterbury	Racebets	Cedar Downs OTB	Tioga Downs
Capital District OTB	Greenetrack	Northville	Tri-State GH (Madi Gras)
Catskills OTB	Greyhound @ Post Falls	NYRA	Turf Paradise
Charles Town Race Course	Gulf Greyhound	NYRA Account Wagering	Turfway Park
Chester Downs & Marina LLC	Gulfstream	Oaklawn	TVG Chester
Churchill Downs	Harrington Raceway	Ocean Downs	TVG Network
Club Hipica in Turf	HarringtonBets (DE regional)	Panama	TVG Prairie
Coeur d' Alene Casino	Hawthorne Race Course	PARX	Twin River Greyhound
Colonial Downs	Hawthorne ADW	PARX Phone Bet	TwinSpires
Colonial Downs Phone Bet	Hazel Park	Penn National	TwinSpires High Volume
Columbus Raceway	Hoosier Park	Penn National Telebet	Velocity Wagering Ltd.
Connecticut OTB	Horsemen's Park	Peru	Venezuela OTB
Bradley Teletheater, Bristol	Idabet	Plainridge Race Course	Vernon Downs
New Britain, Norwalk, Milford	Indiana Downs	Plainridge Telephone Wagering	WatchandWager
East Haven, Hartford, Putnam	Clarksville/EvansvilleOTB	Player Mgmt Group	Western OTB
Shoreline Star, Sports Haven	Intermountain Racing	Pocono Account Wagering	Wheeling Downs
Torrington, Waterbury	Keeneland	Pocono Downs & OTB	Will Rogers Downs
Manchester, New London	Keeneland Select ADW	Portland Meadows	Wyoming OTB
Willimantic, Sanford OTB	Kentucky Downs	Potawatomi Casino/ OTB	XpressBet
John Martin's Manor Restaurant	Kentucky OTB	Prairie Meadows	Younkers Raceway
Connecticut OTB ADW	Lebanon	Premier Turf Club	Yonkers ADW
Coushatta Casino	Les Bois (Treasure Valley)	Presque Isle Downs	Youbet Group 1
Paragon Casino	Lewiston OTB's	Raceway Park	Zia Park
Ho-Chunk Casino & Racebook	Lien Games	Racing2Day LLC	123Gaming
Mohegan Sun Casino	Chips Lounge and Casino	Racing2Day Intl.(Stan James)	
Oneida Bingo & Casino	Howard Johnson's OTB	Remington Park	
Pony Bar Simulcast Center	Rumors OTB	Remington OTB Network	
Tote Investment Racing	Skydancer Casino OTB	Retama	
Randall James Racetrack	Lien Games ADW	Racing & Gaming Services	
Millennium Racing	BetAmerica and Offtrackbetting	Rillito Park	Separate Pool Locations
Royal Beach Casino	Lone Star	River Downs	Camarero (Puerto Rico)
Divi Carina Bay Casino	Louisiana Downs	Rockingham Park	Caymanas (Jamaica)
Fair Chance, Winner's Circle	LVDC	Rockingham Acct Wagering	Codere (Mexico/Spain)
Camouflage Gaming	Atlantis Paradise Casino	Ruidoso Downs	MIR Books (Caliente)
Corpus Christi Greyhound	Avatar Ventures	Running Acres Harness Park	NDS Books (Nevada)
Delaware	Buffalo Thunder Resort	Saddle Brook Park	Tabcorp (Australia)
Delta Downs	Foxwoods Resort Casino	Sam Houston	Tallsbet (Australia)
Derby Jackpot	Meskwaki Bingo & Casino	Valley Greyhound Park	New Zealand Racing Board

Canadian Locations

Alberta Downs, Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Inverness Raceway, Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton, Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters, Truro Raceway, Western Fair, Woodbine

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:
See Listing Above
- F. California mini-simulcast facilities the fair proposes to offer its live audiovisual signal:
Commerce Casino, Commerce; The Derby Room Sports Grill & Turf Club, Norco; Firehouse Restaurant, Bakersfield; Lake Elsinore Hotel & Casino, Lake Elsinore; OC Tavern, San Clemente; Sammy’s Restaurant & Bar, Mission Viejo; Santa Clarita Lanes, Santa Clarita; Tilted Kilt, Thousand Oaks; Glen Arden Club, Glendale
- 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 or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

<u>Host Track</u>	<u>Race Dates</u>	<u>Full Card or Selected Feature and/or Stakes Races</u>
Arlington Park	8/4 – 8/17	Selected Feature and/or stakes races
Canterbury Park	8/4 – 8/17	Selected Feature and/or stakes races
Charles Town	8/4 – 8/17	Selected Feature and/or stakes races
Delaware	8/4 – 8/17	Selected Feature and/or stakes races
Ellis Park	8/4 – 8/17	Selected Feature and/or stakes races
Emerald Downs	8/4 – 8/17	Selected Feature and/or stakes races
Evangeline Downs	8/4 – 8/17	Selected Feature and/or stakes races
Fingerlakes	8/4 – 8/17	Selected Feature and/or stakes races
Gulfstream	8/4 – 8/17	Selected Feature and/or stakes races
Indiana Downs	8/4 – 8/17	Selected Feature and/or stakes races
Louisiana Downs	8/4 – 8/17	Selected Feature and/or stakes races
Monmouth	8/4 – 8/17	Selected Feature and/or stakes races
Mountaineer	8/4 – 8/17	Selected Feature and/or stakes races
Penn National	8/4 – 8/17	Selected Feature and/or stakes races
Prairie Meadows	8/4 – 8/17	Selected Feature and/or stakes races
Presque Isle Downs	8/4 – 8/17	Selected Feature and/or stakes races
Ruidoso	8/4 – 8/17	Selected Feature and/or stakes races
Saratoga	8/4 – 8/17	Selected Feature and/or stakes races
Thistledown	8/4 – 8/17	Selected Feature and/or stakes races
Assiniboia	8/4 – 8/17	Selected Feature and/or stakes races
Australian Racing	8/4 – 8/17	Selected Feature and/or stakes races
Fort Erie	8/4 – 8/17	Selected Feature and/or stakes races
Hastings	8/4 – 8/17	Selected Feature and/or stakes races
South American Racing	8/4 – 8/17	Selected Feature and/or stakes races
United Kingdom	8/4 – 8/17	Selected Feature and/or stakes races
Woodbine	8/4 – 8/17	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 which 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 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- H. List imported simulcast races the fair plans to receive during the racing meeting which 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:
N/A

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

- I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s). **N/A**

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 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 and out-of-state wagering and which 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 3 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 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

- | | |
|--|---|
| <p>A. Racing officials nominated:
 Association Veterinarian(s)</p> <p>Clerk of Scales
 Assistant Clerk of Scales
 Clerk of the Course
 Placing Judge/Stakes Coordinator
 Horse Identifier
 Horseshoe Inspector
 Paddock Judge
 Patrol Judge/Steward's Aide
 Placing Judge/Film Analyst
 Patrol Judge/Placing Judge
 Starter
 Timer</p> | <p>Casille Batten, D.V.M. (TSG Veterinarian)
 Mark Christin, D.V.M (Track Veterinarian)
 Forrest Franklin, D.V.M. (CHRB Veterinarian)
 Ashton Cloninger, D.V.M. (Examining Veterinarian)
 Ken Sjoldal
 Kenneth Fowler
 Tina Walker-Bryant
 Lisa Jones
 Gary Greiner
 Agustin Rayas
 Linda Anderson
 Tammy McDuffie-Morris
 Lisa Wilkerson
 Nancy Barney
 Todd Stephens
 Jelina Pike</p> |
| <p>B. Management officials in the racing department:
 Director of Racing
 Racing Secretary
 Assistant Racing Secretary
 Paymaster of Purses
 Others (identify by name and title)
 Main Track Superintendent
 Turf Track Superintendent
 Price Maker
 Stable Superintendent
 Steward's Secretary/Horsemen Liaison</p> | <p>Patrick Mackey
 Patrick Mackey
 Steve Martinelli & Linda Anderson
 Claudia Dominguez

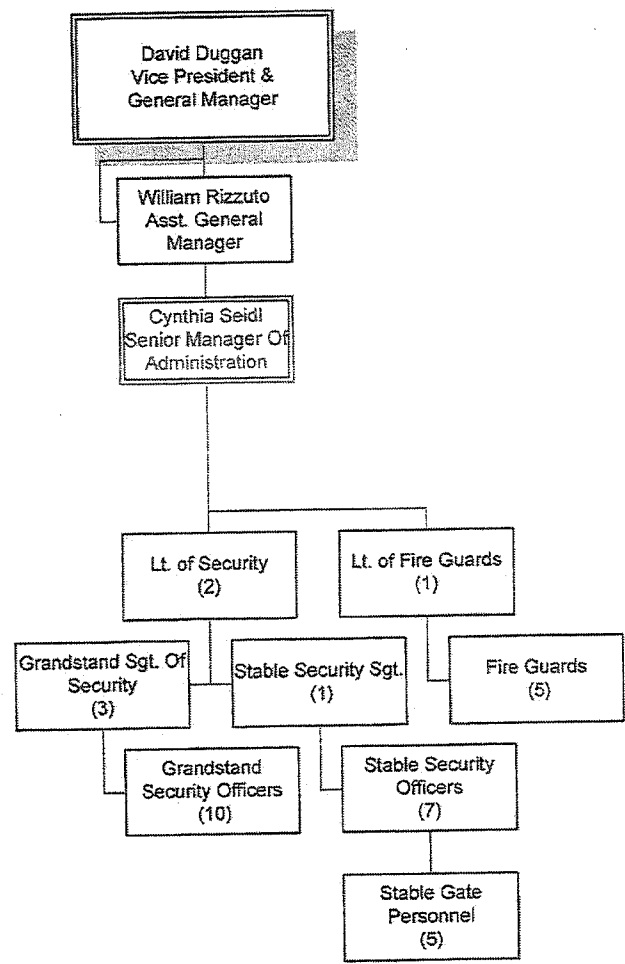
 Juan Meza
 Hugo Sandoval
 Steve Martinelli
 Carrie Fawcett
 Devon Dunham</p> |

- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:
Niccoli Reporting; 619 Pilgrim Drive, Foster City, CA 94404; pdqcsr@comcast.net; (650) 573-9339
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:
Plusmic Corp., USA, Bill O'Brien, Expires: December 31, 2021
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Equipment contract expires October 5, 2021.
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:
GPS timing system; Axcis Information Network, Inc., dba TrackMaster, an Equibase Company (effective 3-1-18). Contract expires 12/31/21.

14. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.
William Rizzuto, Assistant General Manager is responsible for security on-site
Security Department organizational attached
Security Department phone number (510) 559-7551
Stable Security phone number (510) 542-4235 or (510) 559-7525
William Rizzuto cell phone number (775) 846-8484
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: **34**
 - 1 – Assistant General Manager 7 – Security Corporals/Guards**
 - 2 – Security Lieutenant 8 – Stable Security Officers**
 - 4 – Security Sergeants 5 – Stable Gate Personnel**
 - 1 – Stable Security Sergeant 5 – Fire Guards**
 - 1 – Fire Guard Lieutenant**
 - 1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. **N/A**
 - 2. Detention Stalls:
 - A. Attach a plan for use of graded stakes or overnight races.
6 hour surveillance prior to race in Graded Stakes with purses of \$100,000 or over
24 hour surveillance in detention barn for Trainers with high-test results and repeat offenders
 - B. Number of security guards in the detention stall area during a 24-hour period.
Four Security Guards

PACIFIC RACING ASSN / GOLDEN GATE FIELDS SECURITY DEPARTMENT ORGANIZATIONAL CHART



- C. Describe number and location of surveillance cameras in detention stall area.
Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically placed throughout the barn area. Receiving Barn includes four (4) fixed cameras placed over designated stalls, one (1) 360° fish-eye camera in center of walking ring, and (2) fixed cameras outside on east side of Receiving Barn.

3. TCO2 Testing:

- A. Number of races to be tested, and number of horses entered in each race to be tested.
Will follow CHRB staff directives
- B. Plan for enhanced surveillance for trainers with high-test results.
Contractual obligations with TOC, CTT, and CHRB directives will be followed
- C. Plan for detention stalls for repeat offenders.
In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB
- D. Number of security personnel assigned to the TCO2 program.
As needed per the advice of CHRB staff

C. Describe the electronic security system:

- 1. Location and number of video surveillance cameras for the detention stall and stable gate.
Entire surveillance camera equipment in the barn area upgraded by Geovision in June 2019. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. Stable Gate, Stable Security Office & Parking Lot surveillance include the following: Three (3) cameras are strategically placed to monitor all activities at the Main Stable Gate (2 cameras facing incoming and 1 camera facing outgoing), one (1) camera located on roof of Stable Security Office looking out into barn area, two (2) cameras in O/T parking lot parking lot, three (3) cameras installed at the horsemen walk-in gate providing 24/7 surveillance, and numerous cameras surveilling roadways, Racing Office, CHRB office, gap gate/chute, etc.

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

15. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:
Brad Winding Turf Rescue, LLC, 19615 Barclay Road, Castro Valley, CA 94546, (510) 581-8470
 - 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.
Certification documentation attached – 1 Paramedic and 1 EMT (1A) ambulance staff
- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: **N/A**
 - 1. Attach a certification from the ambulance service (s) listed in 16.B, certifying that the paramedic staffs are licensed with the California Emergency Medical Services Authority.
N/A

TURF RESCUE AMBULANCE SERVICE, LLC



April 20, 2021

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

RE: Turf Rescue, LLC, Licensed Personnel in 2021

To Whom It May Concern:

This is to inform you that Turf Rescue, LLC operations and procedures are well within the standard care Operating Procedures set forth by Alameda County E.M.S.

Turf Rescue, LLC employs only licensed Paramedics and Emergency Medical Technicians that meet and follow the licensing requirements for Alameda County E.M.S.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Brad Winding". The signature is fluid and cursive.

Brad Winding, Owner
Turf Rescue, LLC

Brad Winding, Owner
Turf Rescue Ambulance Service, LLC
1544 Winkle Drive, Chico, CA 95926
Email: turfrescue@att.net
H: (530) 896-1189
C: (510) 813-8470

- C. Describe the on-track first aid facility, including equipment and medical staffing: **Attached**
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: **If quarter horse racing association see D.1.:
Dr. David Seftel
Office Number: 510-559-7375, Cell Number: 650-520-6204**
1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): **N/A**
- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Alta Bates Summit Medical Center, 2450 Ashby Ave., Berkeley, CA 94705, (510) 204-4444 or Alameda County Medical Center (Highland Hospital Trauma Center), 1411 East 31st Street, Oakland, CA 94602 (510) 437-4865
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey: **Attached**
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): **Roy Roenbeck, Director of Environmental, Health & Safety Bill Rizzuto, Assistant General Manager serves as Assistant Safety Manager**
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
Albany and Berkeley fire clearance letters provided
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): **Liberty Mutual Fire Insurance Co. WA2-B7D-170912-019 (policy no.)**
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.
Attached.

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, that may be either permanent or mobile, and which 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. (b) 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. (c) 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. (d) 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.



GOLDEN GATE FIELDS

DESCRIPTION OF GGF MEDICAL CLINIC (LIVE RACING)

Services (Mission)

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

Staffing

- Physician Medical Director (“Track Physician”).

Equipment

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

Availability

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

EMERGENCY MEDICAL PROCEDURES -LIVE RACING-

FOR ON-TRACK INJURY TO JOCKEYS

"FIRST RESPONSE"

- In the event of an accident, the Stewards and/or Outriders shall immediately contact the Track Physician ("Jockey Down") using Radio Channel #7. *(or the accident may very well be witnessed directly by the Track Physician);*
- The on-track GGF Human Ambulance (manned by GGF-contracted contracted medical personnel) and the Track Physician (transported via the GGF "chase" or "Vet" truck) shall respond immediately to the site of the accident;
- The attending medical professionals shall arrive equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment & supplies;
- An "on-site evaluation" of injuries to the jockey(s) shall be made by the Track Physician.



"ON-SITE EVALUATION"

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



"INJURY TREATMENT"

- If the injured jockey(s) is treated at the GGF Medical Clinic, 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 judgment;
- If the City of Albany Fire Dept. ambulance is summoned to respond, the injured jockey(s) shall be transferred to this ambulance *(accompanied by the Track Physician)* at either of the two following locations for transport to a local hospital;
 - If the injuries are deemed less severe, the jockey will be transported by the GGF Human Ambulance to an off-track location for pick-up by the City of Albany Fire Dept. ambulance; or,
 - If the injuries are deemed severe and the jockey(s) cannot be moved, the City of Albany Fire Dept. ambulance will be escorted by GGF security personnel directly onto the track for patient pickup.



"POST INJURY ACTIVITIES"

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

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

PROCEDIMIENTOS MÉDICOS DE EMERGENCIA -DURANTE LAS CARRERAS- PARA HERIDAS A JINETES EN LA PISTA

"PRIMEROS AUXILIOS"

- En caso de accidente, los comisarios de carreras y/o los paradores deberán contactarse de inmediato con el médico de la pista (por "jinete caído") a través del canal de radio n.º 7 (o tal vez el médico de la pista presencia el accidente directamente);
- La Ambulancia para pacientes humanos del Golden Gate Fields (GGF) que se encuentra en la pista (con personal médico contratado del GGF) y el médico de la pista (que se trasladará en el camión escolta o veterinario del GGF) deberán atender al jinete de inmediato en el lugar del accidente;
- Los profesionales médicos que asistan deberán contar con conocimientos en soporte vital cardiovascular avanzado (SVCA) y demás equipos y suministros necesarios de tratamiento médico inmediato;
- El médico de la pista llevará a cabo una "evaluación en el lugar" de las heridas del jinete.



"EVALUACIÓN EN EL LUGAR"

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



"TRATAMIENTO DE HERIDAS"

- Si el jinete herido recibe tratamiento en la Clínica Médica del GGF, el médico de la pista deberá ser el que provea asistencia primaria a menos que (o hasta que) derive al paciente de acuerdo con su criterio médico;
- Si se llama la ambulancia del Departamento de Bomberos de la ciudad de Albany para brindar atención, se deberá trasladar al jinete herido en dicha ambulancia (*acompañado por el médico de la pista*) hasta una de las siguientes ubicaciones para trasladarlo a un hospital local;
 - Si las heridas se consideran poco graves, se trasladará al jinete en la Ambulancia del GGF fuera de la pista para que lo recoja la ambulancia del Departamento de Bomberos de la ciudad de Albany o
 - Si las heridas se consideran graves y no se puede movilizar al jinete, el personal de seguridad del GGF escoltará la ambulancia del Departamento de Bomberos de la ciudad de Albany directamente hacia la pista para que recoja al paciente.



"ACTIVIDADES POSTERIORES A LAS HERIDAS"

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

Si la Ambulancia del GGF debe retirarse del predio, por cualquier motivo, se debe demorar la carrera hasta que una ambulancia de la ciudad u otra de reemplazo se encuentre en el lugar y disponible para brindar servicio médico en la pista.

EMERGENCY MEDICAL PROCEDURES -MORNING TRAINING- FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

"FIRST RESPONSE"

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



"ON-SITE EVALUATION"

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



"INJURY TREATMENT"

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



"POST INJURY ACTIVITIES"

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

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

PROCEDIMIENTOS MÉDICOS DE EMERGENCIA -ENTRENAMIENTO MATUTINO-

PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

"PRIMEROS AUXILIOS"

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



"EVALUACIÓN EN EL LUGAR"

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



"TRATAMIENTO DE HERIDAS"

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



"ACTIVIDADES POSTERIORES A LAS HERIDAS"

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

ALBANY CALIFORNIA

CITY OF ALBANY



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

www.AlbanyCA.org/Fire

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing association/Golden Gate Fields
1100 Eastshore Highway
Albany California 94706

December 10, 2020

Mr. Roenbeck,

Fire inspector Thomas Peters from the City of Albany Fire Prevention Department together with Golden Gate Fields Prevention Supervisor conducted a Life and Safety inspection on December 10, 2020. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2021 racing season. Clearance for the facility is granted for all aspects of your operation.

Please note that operations beyond the scope of normal racetrack activities may require additional inspections with additional fees.

Please feel free to contact our office with any questions.

Thomas Peters
Fire Prevention Inspector

City of Albany
1000 San Pablo Ave.
Albany, CA 94706

GOLDEN GATE FIELDS

May 27, 2021

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

Re: Pacific Racing Association – Rule 1927 Exemption Request

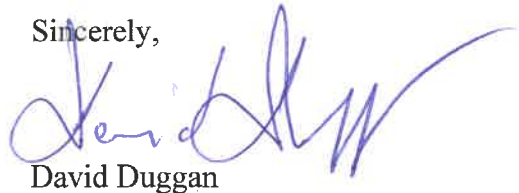
Dear Mr. Chaney,

As has been previously discussed, the City of Berkeley Fire Department is not able to conduct more than one inspection per year at Golden Gate Fields. Pacific Racing Association has previously submitted to the board the Berkeley Fire Department's clearance letter dated September 22, 2020.

Pacific Racing Association is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Golden Gate Fields perform an inspection within 45 days prior to the commencement of the Sonoma County Fair at Golden Gate Fields 2021 race meeting.

Please let me know if you have any questions.

Sincerely,



David Duggan



Department of Fire and Emergency Services
Division of Fire Prevention

September 22, 2020

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710
Phone (510) 559-7300 (main office)
Fax (510) 559-7465

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

Dear Mr. Roenbeck:

On Thursday, July 23, 2020, the City of Berkeley Fire Prevention Division Inspectors conducted an annual inspection of the barns and buildings located on the Berkeley, CA, portion of Golden Gate Fields for compliance with Berkeley Fire Code requirements (Berkeley Municipal Code Chapter 19.48). Some fire code violations were found. Re-inspections were completed on Thursday, September 3, 2020, and Monday, September 21, 2020. Photo documentation of the remaining repairs were sent on Tuesday, September 22, 2020. Upon re-inspection of the facilities, it was found that there were no outstanding fire code violations. Golden Gate Fields is hereby granted a fire clearance.

This fire clearance establishes a reasonable standard of fire safety as addressed in Title 4, Division 4, Article 17, Section 1927 Fire Prevention of the California Code of Regulations.

These facilities are considered to be compliant with the fire code until the next scheduled inspection unless and until we receive information to the contrary. Should you have any questions or concerns regarding the annual inspection, then please contact me at 510-981-5582 or dtieu@cityofberkeley.info.

Thank you and the entire Golden Gate Fields team in working diligently to improve the fire & life safety of the barns and stables.

Sincerely,

Dori Tieu
Interim Deputy Fire Marshal, City of Berkeley Fire Department

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:

CONCESSION/SERVICE	COMPANY	OWNER	ADDRESS
Programs	Wesco Graphics, Inc.		410 East Grant Line Rd., Tracy, CA 95376
Winners Circle Photographs	Vassar Photography	Bill Vassar	1167 Spphire Drive Livermore, CA 94550
Starting Gate	United Puett Starting Gate Company	Mike Costello	PO Box 18 S. Salem, NY 10590
Armored Car Service	Loomis Armoured Car		PO Box 44196, San Francisco, CA 94144

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: On File with the Board
- B. Promotional/ Marketing budget for this race meeting: On file with the board
Promotional/Marketing budget for prior race meeting: On file with the board
- C. Number of hosts and hostesses employed for meeting: Staff TBD
- D. Describe facilities set aside for new fans: **(ASSUMES FANS ALLOWED)**

Customer Service – Our customer service center is open year round with a trained customer service representative to assist fans with general racing information, maintain our frequent fan club known as the THOROUGHBREDS, and assist with XpressBet sign ups and account maintenance

Xpressbet Customer Service – An Xpressbet ambassador is open year round with a trained service representative to assist fans in joining a new program “XB Rewards Club.” This new program provides fans with admission discounts and wagering points to be accumulated for designated rewards

Mutuel Newcomer Window - A specific Mutuel teller window has been created which includes a hand-selected Mutuel clerk trained in customer service

Group Sales Contest Area – All group attendees can enter contests for prizes which creates a festive atmosphere where people can mingle and share their handicapping prowess

- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
 - 1. Horsemen
 - Replaced turf course rail (inside and outside) with PVC by Duralock
 - Upgraded entire surveillance system in the barn area
 - Remodeled Jockey’s Room
 - Replaced Tapeta® in Paddock area
 - Remodeled Racing Office and balcony viewing area
 - Built new office for the TOC (Horse Wizard in Club House) in close proximity to Turf Club/Club House entrance
 - Capital barn improvements in the barn area

SECTION 17.A ATTACHMENT

Promotional and marketing plans for the race meeting:

The total advertising, publicity and promotions budget for the 2021 Race Meet is \$20,000. This includes traditional advertising, digital advertising, social media marketing, grassroots marketing, publicity, sponsorships/partnerships, educational programs, non-profit outreach, and promotions.

Specific Wine County Racing Promotions:

- Emailing campaign (Constant Contact) focused on impulse messages to direct people to visit our Jockey Club Satellite Wagering Facility, and to promote live attendance at the Wine Country Racing at Golden Gate Fields meet. We currently have over 60,000 constant contact subscribers and send several targeted eblasts promoting our live race meet. This will bring awareness and new customers to the track, the satellite facility, and our contracted ADW providers.
- Promotions at our satellite wagering facility.
- Free daily racing seminars to take place at our satellite wagering facility, including giveaways, geared at educating the new race fan.
- Specific Facebook, Twitter and Instagram posts that promote Wine Country Racing at Golden Gate Fields. Interactive social media campaigns geared towards directing people to visit our Jockey Club Satellite Wagering Facility, promote Wine Country Racing at Golden Gate Fields live attendance, and promote online wagering via our contracted ADW providers.
- TVG Coverage of early and late Pick 4's.

- **Commissioning artist to provide mural for Paddock wall**
- **Continuation of laundry service for the Jockey’s Room by GGF**
- **Adhered to the yearly Tapeta® maintenance schedule of 5x per year in January, April, June, September and December**
- **Continual roadway, horse paths, and barn repairs**

2. Fans

- **Upgraded entire surveillance system; total of 106 cameras installed throughout the frontside facility**
- **Created new family area on A Deck complete with fencing, artificial turf, BBQ’s, etc. (Golden Gate Green) which includes games to play in-between races**
- **Hired Wagering Ambassadors to assist fans with questions regarding racing and wagering**
- **Remodeling Paddock Pub with projection screen TV, furniture, and flooring**
- **Upgraded televisions in Grandstand to enhance viewing pleasure**
- **Providing tours of the front side facility to fans upon request**
- **Creating a portable selfie station for picture taking**
- **Created a red top area on Mezzanine to add additional customer service**
- **Installing new BBQ on Grandstand Apron**
- **Renovated the Turf Club buffet stand**
- **Continual parking lot and roadway repairs**

3. Facilities in the restricted areas **Equine Hospital**

18. SCHEDULE OF CHARGES – (ASSUMES FANS ALLOWED)

A. Proposed charges, note any changes from the previous year:

Admission (general)	\$6.00
Admission (club house)	\$10.00
Admission (turf club)	\$12.00 Weekdays
Admission (turf club)	\$15.00 Weekends/Holidays
Reserved seating (general)	N/A
Reserved seating (clubhouse)	\$ 5.00 (Free with TB card)
Parking (general)	\$ 6.00
Parking (preferred)	\$12.00
Parking (valet)	\$12.00
Programs (on-track)	\$ 2.75
(off-track)	\$ 2.75

Thoroughbred Club Members

Bundled Pricing includes free program

General Admission:		Club House Admission:	
1-10 Visits	\$5.00	1-10 Visits	\$8.00
11-20 Visits	\$4.00	11-20 Visits	\$7.00
21-30 Visits	\$3.00	21-30 Visits	\$6.00
31-40 Visits	\$2.00	31-40 Visits	\$5.00
Over 40 Visits	\$1.00	Over 40 Visits	\$4.00
		Reserved seating	Free

Thoroughbred Club Prepaid Admission/Program Packages

TB Club Members can purchase a minimum of 30 Prepaid G/A admissions @ \$2.00 each
TB Club Members can purchase a minimum of 15 Prepaid C/H admissions @ \$4.00 each
Horsemen Free

- B. Describe any "Season Boxes" and "Turf Club Membership" fees:
- | | |
|--|--------------------|
| Turf Club – Full Season Single Membership | \$ 1,000.00 |
| Turf Club – Full Season Dual Membership | \$ 2,000.00 |
| Top of the Stretch – Full Season Membership | \$ 500.00 |
| Club House Box (4 seats, no admission) | \$ 450.00 |
| Club House Season Pass (Admission only) | \$ 400.00 |
| Grandstand Season Pass (Admission only) | \$ 200.00 |
- C. Describe any "package" plans such as combined parking, admission and program:
Designated Group Sales packages include parking, admission, program, and buffet

19. JOCKEYS/DRIVERS' QUARTERS

- A. Check the applicable amenities available in the jockeys/drivers' quarters:
- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many | <input type="text" value="23"/> |
| <input checked="" type="checkbox"/> Showers | <input checked="" type="checkbox"/> Steam room, sauna or steam cabinets | <input checked="" type="checkbox"/> Lounge area |
| <input checked="" type="checkbox"/> Masseur | <input checked="" type="checkbox"/> Food/beverage service | <input checked="" type="checkbox"/> Certified platform scale |
- B. Describe the quarters to be used for female jockeys/drivers: **Fifteen by twenty foot room accessed from a community hallway. The room has a television and bed with attached shower room, sink, and toilet.**

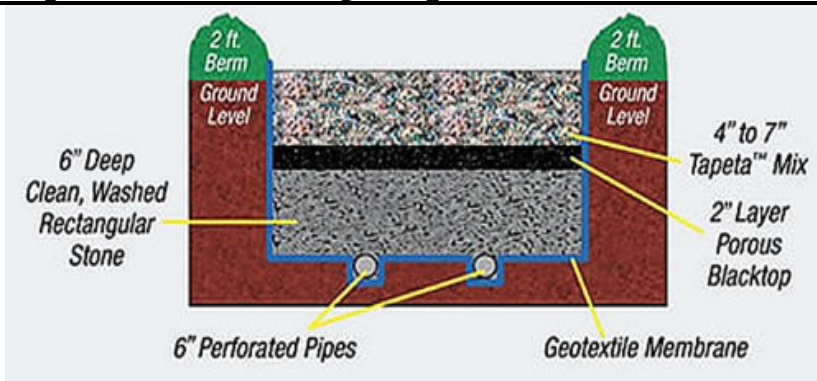
20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing has been requested and will completed prior to the start of the race meet.
- B. Number of rooms used for housing on the backstretch of the racetrack: **140**
- C. Number of restrooms available on the backstretch of the racetrack: **18 with showers, 7 in office areas**
- D. Estimated ratio of restroom facilities to the number of backstretch personnel:
1 restroom for every 12 people

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:

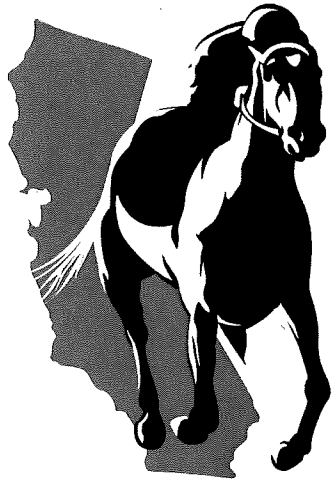
Tapeta ® Footings Synthetic Track Surface



- C. The percent of cross slope in the straight-aways is: **1.5%**
The percent of cross slope in the center of the turns is: **4%**
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.
Main Track: Inner and outer railings are metal gooseneck. Coverings are Rider Protection Rail by Horsemen's Track & Equipment, Inc. Approximate height of the top of the inner railing is 42 inches.
Turf Course: Inner and outer railings are PVC by Duralock. Approximate height of the top of the inner railing is 50 inches.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Juan Meza**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. Attached
- 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 which 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 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. **Not applicable**

22. 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.
TOC agreement forwarded to Board upon receipt
CTT agreement forwarded to Board upon receipt
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845.
On file with the board
- 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**



TOC

Thoroughbred Owners of California

Forging the Future

2021

Race Meet Agreement

BETWEEN

**SONOMA COUNTY FAIR
& EXPOSITION, INC.**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2021 RACE MEET AGREEMENT

**SONOMA COUNTY FAIR
& EXPOSITION, INC.**

AGREEMENT

THIS AGREEMENT is entered into between the Sonoma County Fair & Exposition, Inc, a Non-Profit Corporation, (SCF), herein referred to as "TRACK" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

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

**I.
TERM**

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACK under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2021.

**II.
STATUS OF THE PARTIES**

2.1 TRACK is a county fair organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code). Due to the pandemic caused by the virus SARS-CoV-2, the 2021 race meet will take place at Golden Gate Fields.

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

**III.
DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC**

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

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

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

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

Track further agrees that its Horsemen’s Paymaster of Purses will make owners’ purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and TOC shall be ultimately responsible for the re-collection of such distributed amount; provided further that if Track is unsuccessful in recollecting the amount TOC shall be liable for the amount redistributed to the new winner(s).

TRACK agrees to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen’s monies, as well as all deposits made by horsemen into their individual Horsemen’s Bookkeeper accounts, by the seventh day following the close of the 2021 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC

Horsemen's Paymaster Account by the sixtieth (60th) day after the close of the 2021 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse moneys generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACK agrees to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster Account by the 60th (sixtieth) day after the close of the 2021 Meet, and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the 2021 Meet, TRACKS agree to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations, and pay the difference owed from the prior estimated payment.

IV. AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

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

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK'S 2021 Meet 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 TRACK engage in a lockout of TOC members.

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

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

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

**V.
RACING PROGRAM**

5.1 (a) Except as otherwise agreed, not more than 20% of the total purse distribution shall be paid as stakes.

(b) Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes events, meet the minimum requirements set by the International Cataloging Standards Committee (“ICSC”) for participating horses to earn “black type,” based on their finish position, qualifying performance, or other criteria set by the ICSC. The 2021 Stakes Schedule is included for reference in Attachment A. For all stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

(c) In 2021, TRACK will on or before 90 days prior to the opening of their scheduled race meet, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule is 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 on Attachment B. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the

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

A schedule of types and conditions for all overnight races to be run by TRACK during the 2021 Meet is attached hereto as Attachment B. TRACK shall not schedule any different type of race, provide for different conditions, or changes purses from that provided in Attachment B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

5.4 Track shall use a “date” system for entry preference consistent with other California tracks and as agreed by TOC

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

5.6 (a) Maiden races shall not be written for a claiming price of less than \$5,000 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500.

(b) Racing Secretary will, if horse inventory permits, offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than six (6) separate wagering interests with at least three (3) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

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

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receives the same number of entries, the race published in the Condition Book shall be considered the preferred race,

and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.

5.7. Purses for all races run at the \$10,000 level and below during the 2021 Meet will be divided as follows:

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

Purses for all races run above the \$10,000 level during the 2021 Meet will be divided as follows:

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

5.8. A "Participation Purse" in the amount of \$450.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

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

VI.

CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACK as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall

be considered to be an allowance race with respect to horses not entered for a claiming price. However, a California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

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

VII. MUTUAL COOPERATION

7.1 (a) TRACK, and TOC represent 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 good will toward thoroughbred racing by conducting racing at TRACK on the highest possible plane, and to maintain the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement 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, postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII.
STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACK shall provide stalls for thoroughbred horses at Golden Gate Fields in an amount as required pursuant to its license to conduct a race meet.

8.2 In the event that stalls at an off-site location (i.e. a location other than Golden Gate Fields) are required for TRACK to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment C hereto.

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

(b) In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by TRACK. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

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

(d) Horses whose condition or fitness will not permit them to race during the meeting shall vacate the premises within 48 hours. A failure, upon demand, to vacate the premises will result in a stall rental charge of \$50.00 per day such horse remains on the premises.

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

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with TRACK are delinquent.

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

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

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights.

8.7 Intentionally Omitted.

8.8 TRACK agrees to make the stalls, barn area and race track at Golden Gate Fields available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACK agrees that the main track at Golden Gate Fields will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACK'S 2021 Meet.

8.9 It is the intent of TRACK and TOC that the main track at Golden Gate Fields will be maintained in a good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK or management of Golden Gate Fields has notified TOC) and be available for training six (6) days a week on each day horses are stabled at Track and Track is scheduled to be open for training.

8.10 At all times during the Term that the main track at Golden Gate Fields is scheduled to be open for training, Golden Gate Fields will cause the main track to be open for training at 6:00 A.M. (roof lights when necessary), and to remain open until 10:00 A.M. six (6) days a week.

8.11 TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2021 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 2021 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2021 Meet are as follows:

a) Two year olds:

- i) First time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
 - ii) First time starters in races six furlongs or over: three works, one of which is at least five-eighths mile and a gate OK.
- b) Three year olds and up:
- i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
 - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval;
 - iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.
- c) Horses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two-year olds running less than five-eighths of a mile, who will be required to work race distance.
- d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.
- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Golden Gate Field's enclosure during the 2021 Meet, except as expressly authorized by management of Golden Gate Fields and in accordance with any applicable CHRB rule. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2021 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK or management of Golden Gate Fields. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also eligible list containing up to four (4) horses however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

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

8.16. TOC signage shall be on the same terms and conditions as for any other race meet conducted at Golden Gate Fields.

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

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

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

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

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

(a) if less than \$150,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a race meet as mutually agreed by TRACK and TOC; or

(b) if greater than \$150,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting

to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

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

X. FORCE MAJEURE

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

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

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

10.3 Due to the pandemic caused by the virus SARS-CoV-2, TRACK cannot, and expressly does not, guarantee that TRACK'S 2021 Meet will be permitted to be conducted. TRACK will follow any governmental authority directing cessation of racing.

XI. SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

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

11.2 On every racing day a cafeteria located on the backstretch of Golden Gate Fields will be open for the patronage and convenience of owners, trainers and backstretch personnel. The cafeteria shall remain open from 5:00 A.M. to at least 6:00 P.M. on every regular race day with early afternoon post times. Periodic closing for cleaning will apply on all days. The aforementioned food service will be provided during days on which racing is not conducted from 5:00 A.M. to 1:00 P.M.

XII.
FACILITIES FOR TOC REPRESENTATIVES

12.1 TOC shall be entitled to continue to use its current office space at Golden Gate Fields on the same terms and conditions as any other race meet that is conducted at Golden Gate Fields.

12.2 TOC shall pay to TRACK such amount of reasonable out-of-pocket expense as TRACK shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACK at the request of TOC, if such expenses are customarily paid by the TOC for any other race meet that is conducted at Golden Gate Fields.

XIII.
OWNERS' PROPRIETARY RIGHTS AND BENEFITS

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

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

13.3 TOC, on behalf of all owners participating in TRACK'S 2021 Meet, consents to TRACK'S use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2021 Meet. TOC consents to TRACK'S use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use.

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

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole.

Accordingly, TRACK shall pay to purses or TOC the following: An amount equal to at least one-half (50%) of the net compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or “presented by” sponsorship.

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

13.5 TOC, on behalf of all owners participating in TRACK’S 2021 Meet further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.6 If and when allowed by government regulations, TRACK agrees to the following Owner Benefits to all owners who possess a current and valid CHRB owner’s license:

1. Free Parking in a designated area at Golden Gate Fields.
2. Clubhouse or equivalent admission for owner plus one guest each race day.
3. Minimum of four passes per owner or partner with an “in-today” horse.
4. Reserved seating for owners with a horse in a stakes race plus as many passes as TRACK’S Racing Secretary or Director of Racing may deem reasonable for guests.

XIV. INTERSTATE SIMULCASTING OF RACES

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

14.2 TRACK desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain the written consent from TOC to any

proposed contract or agreement with any out of state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

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

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XV. INTRASTATE SIMULCASTING OF RACES

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

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

15.3 TRACK may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance

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

XVI. INTERNATIONAL SIMULCASTING

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

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

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

XVII. INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2021 Meets for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

In addition to any other terms set forth therein, TRACK acknowledges that TOC intends to condition the consents requested in 29.a. above on, at a minimum, the following requirements being satisfied for each ADW:

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

ii. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

iii. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

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

A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

B. Providers shall be required to provide an end of meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:

I. Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen’s organization, and provide to CHRIMS prior to the opening of each California race meet;

II. For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen’s organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

III. Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

IV. Provider shall disclose and provide true, complete, and correct copies of the industry accepted “TRA Data File” and the TRA Account Wagering

File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, Provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

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

v. Remit to CHRIMS a monthly data fee of \$2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. Said data fee paid by Provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of Provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutually consent of Provider and CHRIMS.

XVIII. FIRE AND DISASTER INSURANCE

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

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

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

XIX. MISCELLANEOUS

19.1 No Discrimination: No party to this agreement shall discriminate against the other

party due to membership in TOC, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

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

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

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

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

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

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

(a) If to TRACK, at their address set forth here; Rebecca Bartling, CEO
Sonoma County Fairgrounds, 1350 Bennett Valley Road, Santa Rosa, CA 95404

(b) If to TOC, to Greg Avioli, President, TOC 285 W. Huntington Drive,
Arcadia, CA 91007.

19.8 TRACK'S Management of Race Meet: Subject only to this agreement and applicable law, the management of TRACK'S premises and the conduct of the race meet is the sole prerogative of TRACK.

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

and should be treated in substantially the same manner as the distribution of revenues from parimutal wagering conducted at TRACK. TRACK and TOC agree that 50% of any revenue generated from Daily Fantasy Sports Contests will be distributed to the purse account.

19.10 Modifications: This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf which 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.

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

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

SONOMA COUNTY FAIR

Dated: 6/25/12 
Rebecca Bartling, CEO

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: June 12, 2021 
Mary Forney, Executive Director

ATTACHMENT A
Stakes Schedule, Overnight and Guaranteed Stakes

EXHIBIT 2

2021 Sonoma County Fair @ GGF Proposed Stakes Schedule
Wine Country Stakes Series

Sonoma County Fair @ GGF						
Date	Name	Condition	Distance	Purse	Type	2020
Saturday, August 07, 2021	Luther Burbank Handicap	3 yr & up F/M	One and 1/16 Miles TURF	\$50,000 added	Overnight	7 Starters
Saturday, August 14, 2021	Robert Dupret Derby	3 year olds	One and 1/16 Miles TURF	\$50,000 added	Overnight	8 Starters
2019						
2 Stakes Offered						
2 Overnight Stakes @ 50K each						
2020						
2 Stakes Offered						
2 Overnight Stakes @ 50K each						

ATTACHMENT B PURSE SCHEDULE

EXHIBIT 3

2021 SCF @ GGF PURSES & CATEGORIES			
Category	Claiming	Condition	2020
Allowance		Open or Cond	33,000
Allowance		NW x 1	27,000
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000
Alw/Opt Claiming	\$80,000	NW x 3	29,000
Claiming	\$2,000	Open or Date	
Claiming	\$2,500	Open or Date	8,000
Claiming	\$3,200	NWX2/Clause	9,000
Claiming	\$3,200	Open or Date	9,000
Claiming	\$4,000	NW2/Lifetime	9,000
Claiming	\$4,000	NW3/Lifetime	9,500
Claiming	\$4,000	NW4 or Date	10,000
Claiming	\$4,000	Open or Date	10,500
Claiming	\$5,000	NW2/Lifetime	9,500
Claiming	\$5,000	NW3/Lifetime	9,500
Claiming	\$5,000	NW4 or Date	11,000
Claiming	\$5,000	NWX2/Clause	10,500
Claiming	\$5,000	Open or Date	11,000
Claiming	\$6,250	NW2/Lifetime	10,000
Claiming	\$6,250	NW3/Lifetime	10,000
Claiming	\$6,250	NW4 or Date	11,000
Claiming	\$6,250	Open or Date	12,000
Claiming	\$8,000	NW2/Lifetime	10,000
Claiming	\$8,000	NW3/Lifetime	10,500
Claiming	\$8,000	NW4 or Date	12,000
Claiming	\$8,000	Nw2x/Clause	11,500
Claiming	\$8,000	Open or Date	12,000
Claiming	\$10,000	NW2/Lifetime	10,500
Claiming	\$10,000	NW3/Lifetime	10,500
Claiming	\$10,000	Open or Date	14,000
Claiming	\$12,500	NW2/Lifetime	11,000
Claiming	\$12,500	NW3/Lifetime	11,000
Claiming	\$12,500	Nw2x/Clause	13,000
Claiming	\$12,500	Open or Date	15,000
Claiming	\$16,000	NW2/Lifetime	12,000
Claiming	\$16,000	NW3/Lifetime	12,500
Claiming	\$16,000	Open or Date	17,000
Claiming	\$20,000	NW3/Lifetime	14,000
Claiming	\$20,000	Nw2x/Clause	18,000
Claiming	\$20,000	Open or date	20,000
Claiming	\$25,000	NW2/Lifetime	15,000
Claiming	\$25,000	Open or Date	23,000
Claiming	\$32,000	Open or Date	24,000
Claiming	\$40,000	Open or Date	25,000
Claiming	\$50,000	Open or Date	26,000
Claiming	\$62,500	Open or Date	26,500
Claiming	\$80,000	Open or Date	27,000
Maiden Claiming	\$5,000		8,500
Maiden Claiming	\$8,000		9,500
Maiden Claiming	\$12,500		10,000
Maiden Claiming	\$16,000		11,000
Maiden Claiming	\$20,000		13,000
Maiden Claiming	\$25,000		14,000
Maiden Claiming	\$32,000		15,000
Maiden Claiming	\$40,000		16000
MDN ALW			26000
Starter Allowance	2500		
Starter Allowance	\$4,000		11000
Starter Allowance	6250		13000
Starter Allowance	8000		14000
Starter Allowance	12500		15,000
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	17,000
Overnight Stakes			50000
3yo Races will be written 3yo or 3up NW 3	* Purse equal to open race		

ATTACHMENT C
AUXILIARY TRAINING FACILITIES

Not Applicable.

ATTACHMENT D
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

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

To be provided.

ATTACHMENT F
FIRE AND DISASTER INSURANCE

Attached hereto.



B E S S O L I M I T E D

CONTRACT OF INSURANCE

**THOROUGHBRED OWNERS OF
CALIFORNIA**

Policy No: NOKS47892021

PERIOD OF INSURANCE:

From 1st May 2021 to 1st May 2022

Complaints Procedures

Besso Limited is dedicated to providing you with a high quality service and all efforts are made to ensure that we maintain this at all times. However, if you feel that we have not provided you with a first class service, please inform us immediately and we will do our very best to resolve the problem in a professional and timely manner. Our Contact details are as follows:-

Besso Limited
8-11 Crescent
London
EC3N 2LY

Telephone: + 44 (0) 020 7480 1000
E-Mail: complaints@besso.co.uk

In the event that you still remain dissatisfied and wish to make a complaint, you can refer the **grievance to the Policyholder & Market Assistance, Lloyd's, who should, in most circumstances,** be able to review the matter. Their contact details are as follows:-

Complaints
Lloyd's
One Lime Street,
London,
EC3M 7HA.

Telephone: +44 (0) 020 7327 5693
Facsimile: +44 (0) 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Both Besso Limited and Lloyd's are authorised and regulated by the Financial Conduct Authority based at the following address:-

Financial Conduct Authority
25, The North Colonnade
Canary Wharf
London
E14 5HS

Telephone: + 44 (0) 0207 066 1000

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.
3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.
5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from

the NAIC internet website:
https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance:
www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact the Broker referred to in the Claims Notification set forth in the RISK DETAILS.

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue,
East Tower, 25th Floor,
New York, NY 10017,
USA

Phone: 1-844-849-7828
Email: complaints@lloyds.com

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

Consumer Hotline
1-800-927-4357 (HELP)

TDD Number
1-800-482-4833 (TTY)

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

LMA9136A
18 August 2020

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SECTION I

ENDORSEMENTS

Endorsements attaching after issuance of this Contract of Insurance to be inserted
after this page.

SECTION II

RISK DETAILS

INFORMATION

SECURITY DETAILS / SIGNING SCHEDULE

RISK DETAILS

UNIQUE MARKET REFERENCE:

B0595NOKS47892021

POLICY NUMBER:

NOKS47892021

TYPE:

Fire and Disaster – Restricted Perils only including California Earthquake, but excluding Wildfire.

INSURED:

**Thoroughbred Owners of California,
The California Thoroughbred Trainers,
The Federation of California Racing Associations
(‘TOC’) and all its Members and Affiliates**

Mailing Address:

c/o Del Mar Thoroughbred Club
P.O. Box 700,
Del Mar,
CA 92014

PERIOD:

From: 1st May 2021

To: 1st May 2022

both days at 12.01 a.m. Local Standard Time at the location of the property insured.

INTEREST:

Bloodstock at or whilst in direct transit between any specified locations (bloodstock defined as thoroughbreds, Arabians, Quarter Horses, and Paint Horses which are racing and/or training for racing and stable ponies which is used in the racing and/or training of same horses).

SUM INSURED:

Any one horse: up to a maximum of USD 25,000.

Any one occurrence: up to a maximum of USD 300,000.

In the annual aggregate: up to a maximum of USD 1,500,000.

EXCESS OF Deductibles.

DEDUCTIBLES:

Any one racehorse: USD 1,000 (not exceeding USD 1,000 any one TOC member any one occurrence).

Any one occurrence: USD 25,000 (with a maximum aggregate deductible of USD 50,000).

SUBJECTIVITIES:

Confirmation no changes in loss record prior to renewal date.
Confirmation Stall/Races SOV is correct for 2021 year as per Appendix 1.

SUBLIMITS:

Any one racehorse (2 year old and older, raced/unraced): up to a maximum of USD 25,000: Fair Market Value of the horse to apply in the event of loss.

Any one stable pony: USD 1,000.

Tack per insured racehorse or stable pony USD 500, not exceeding USD 5,000 any one TOC member any one occurrence.

SITUATION: California, U.S.A; as per schedule as attached in Appendix 1 and agreed by Underwriters.

CONDITIONS: **Restricted Perils - Wording: Lloyd's Equine Policy (Restricted Perils) NMA 2829 – amended as attached and agreed by MKL Syndicate 3000 plus:-**

Condition 9 of the Policy is amended to read as follows:

If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectable, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details).

This Policy exclude the peril of Wildfire.

Loss Occurrence Clause – as attached.

Collision Clause – as attached.

NMA2918 - War and Terrorism Exclusion Endorsement.

LMA5407 – Cyber Exclusion Endorsement (Equine and Livestock)

LMA3100 - Sanction Limitation And Exclusion Clause.

CL370 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause.

U.S. Terrorism Risk Insurance Act of 2002 as amended Not **Purchased Clause – LMA 5390**

Coronavirus Exclusion - LMA5391

Six month update on stall numbers and state breakdown – due 1st November, 2021. To be agreed by MKL Syndicate 3000. If increase is over 15%, Additional Premium may be due.

NOTIFICATION OF CLAIMS TO:

Insurance Office of America
2180 Harvard Street, #450,
Sacramento,
California 95815

NOTICES: Data Protection Short Form Information Notice LMA9151 amended
California Notice LMA9098B
California Surplus Lines Notice 2 LMA9030
California Complaints Notice LMA9136A

**CHOICE
OF LAW
AND
JURISDICTION:**

This Insurance shall be governed by and construed in accordance with the law of California, U.S.A. and jurisdiction shall be subject to the provisions of the Service of Suit Clause (U.S.A.) (LMA5020) naming:

Service of Suit Nominee:

Lloyds Nominee: Foley & Lardner LLP, 555 California Street,
Suite 1700, San Francisco, CA 94104-1520.

PREMIUM: USD 35,500 (100%) Annual

**PREMIUM
PAYMENT
TERMS:**

PREMIUM PAYMENT CONDITION

PPC TOR (4/86)

It is a condition of this Contract of Insurance that the premium due at inception must be paid to and received by Insurers on or before Midnight on the 30th June 2021

If this condition is not complied with then this Contract will terminate on the above date with the Insured hereby agreeing to pay a premium calculated at not less than pro rata temporis but full policy premium shall be payable to Insurers in the event of loss prior this Contract being cancelled.

**TAXES PAYABLE
BY THE
INSURED AND
ADMINISTERED
BY INSURERS:**

None.

**INSURER
CONTRACT
DOCUMENTATION:**

This document contains the contract terms entered into by the insurers and constitutes the contract document.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document then the insured should contact the surplus lines broker.

No further contractual documentation will be issued unless specifically requested by either the Insured or by Underwriters herein.

INFORMATION

The following information was provided to Insurer(s) to support the assessment of the risk at the time of underwriting:

Operations:

Horse Racing Operations.

Number of stalls at inception: 9,380 (as per attached – Appendix 1)

Loss record:

One loss since 2009 – December 2017 (2017/18 policy year) due to Californian Wildfires (location – San Luis Rey Downs): total loss being USD 300,000.

Underwriting Submission including Schedule of Values as held on file with Besso Limited and seen by Insurer(s) hereon.

APPENDIX 1

Thoroughbred Meetings - Central & Southern Zones			
Location	Meeting dates (DD/MM/YY - DD/MM/YY)	Stalls	Comments
Santa Anita	TBC	1,800	
Los Alamitos	TBC	1,500	
Del Mar	TBC	1,900	
Santa Anita	TBC	1,800	
Del Mar	TBC	1,900	
Los Alamitos	TBC	1,500	
San Luis Rey Downs (Training Facility)	TBC	500	USD 300,000 loss in 2017 CA Wildfires
Thoroughbred Meetings - Northern Zones			
Location	Meeting dates (DD/MM/YY - DD/MM/YY)	Stalls	Comments
Golden Gate Fields	TBC	1,500	
Golden Gate Fields	TBC	1,500	
Golden Gate Fields	TBC	1,500	
Quarter Horse Meetings - Statewide		Harness Meetings - Statewide	
Location	Meeting dates (DD/MM/YY - DD/MM/YY)	Stalls	Comments
Los Alamitos	TBC	1,500	
Harness Meetings - Statewide			
Location	Meeting dates (DD/MM/YY - DD/MM/YY)	Stalls	Comments
Cal Expo	TBC	500	
Cal Expo	TBC	500	
Fair Meetings - Statewide			
Location	Meeting dates (DD/MM/YY - DD/MM/YY)	Stalls	Comments
Pleasanton	TBC	680	Only open during race season
State Fair (Cal Expo)	TBC	500	Only open during race season
Santa Rosa	TBC	400	Only open during race season
Ferndale	TBC	300	Only open during race season
Fresno	TBC	300	Only open during race season
Los Alamitos (Los Angeles County Fair)	TBC	1,500	
		Total:	9,380

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a **Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together**) is shown next to its stamp. This is subject always to the provision concerning **"signing" below.**

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or **digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;**
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

ORDER

HEREON: 100% of 100%

BASIS OF WRITTEN LINES:

Percentage of Whole.

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any **lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions** so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However,

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

INSURERS WRITTEN LINES:

1. In a co-insurance placement following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.
2. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

This information can be found within the Security Schedule/Signed Line Pages

SECTION III

TERMS AND CONDITIONS

**LLOYDS EQUINE POLICY
(Restricted Perils)**

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.

The use of the word "his" "him" or "he" means: his, him, he, hers, her, she and their, as applicable.

GLOSSARY

As used herein:

1. FAIR MARKET VALUE means:

The price at which ownership of the HORSE would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

2. HORSE means:

Whole or part interest of the HORSE or HORSES specified in the Schedule.

3. HUMANE DESTRUCTION means:

- a) that the HORSE incurs an injury or is afflicted with an excessively painful disease, and a VETERINARIAN appointed by the Underwriters shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons; or
- b) that the HORSE incurs an injury and a VETERINARIAN appointed by the INSURED shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARIAN by the Underwriters.

4. INSURED means:

The person(s), partnership, corporation or organization specified in the Schedule.

5. VETERINARIAN means:

A veterinary surgeon experienced in equine practice with a currently valid license, issued by the appropriate government agency, allowing him to practice veterinary medicine.

6. POST-MORTEM means:

A post-mortem, which shall include a necropsy examination, made by a VETERINARIAN to establish the cause of death or the reason for the HUMANE DESTRUCTION of the HORSE.

INSURING AGREEMENT

The Underwriters agree that, subject to the following terms and conditions, in the event of the death or HUMANE DESTRUCTION of the HORSE resulting solely from one or more of the following named perils:

- a) fire, lightning, explosion or smoke resulting therefrom;
- b) collision, derailment or overturning of the conveyance in which the HORSE is being conveyed by railroad;
- c) sinking, burning or collision of vessels in or on which the HORSE is being conveyed in respect of inland waterways only;
- d) collision or overturning of the road vehicle in which the HORSE is being conveyed;
- e) accident to an aircraft in which the HORSE is being conveyed; or
- f) windstorm, hail, earthquake, flood or objects falling from aircraft,

and occurring:

- i) during the period of this Insurance; or
- ii) for insurances with an annual period or longer only, within ninety (90) days after the expiration of this Insurance as a result of any accident, from a named peril, occurring during the period of this Insurance, and subject to immediate written notice of such accident having been given to the Underwriters and before the expiration of this Insurance,

the Underwriters will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of the injury, from a named peril, causing its death or HUMANE DESTRUCTION, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule.

INSURED'S AGREEMENT

The INSURED agrees to adhere to all of the terms and conditions of this Insurance and agrees that failure to satisfy any terms and conditions of this Insurance shall release the Underwriters from all liability for individual claims or from this Insurance entirely as stated in Condition 11.

EXCLUSIONS

1. This Insurance does not cover intentional slaughter whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

The Underwriters will not invoke this exclusion:

- a) where the Underwriters shall have expressly agreed to the destruction of the HORSE; or
- b) in the case of HUMANE DESTRUCTION;

2. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - a) any surgical operation unless conducted by a VETERINARIAN and certified by him to have been necessitated solely as a result of a named peril occurring during the period of this Insurance, and to have been carried out in an emergency attempt to save the HORSE'S life; or
 - b) the administration of any medication unless by a VETERINARIAN (or experienced personnel directed by him) and certified by that VETERINARIAN to have been necessitated solely as a result of a named peril occurring during the period of this Insurance. As used in this Insurance, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or
 - c) malicious or willful injury or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE; or
 - d) failure by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE to provide proper care and attention to the HORSE; or
 - e) the use of the HORSE for any purpose other than that specified in the Schedule.

3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - a) Radioactive contamination; or
 - b) confiscation or nationalization or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, or
 - c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

In any claim, and in any action, suit or proceeding to enforce a claim for death or HUMANE DESTRUCTION under this Insurance, the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 3(a), (b), or (c) shall be upon the INSURED.

CONDITIONS

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance the HORSE is, with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.

This condition precedent shall also apply in respect of:

- a) any additional sums insured on the HORSE already insured; and/or

- b) any HORSE added to this Insurance; and/or
- c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. It is a condition precedent to any liability of the Underwriters that, at the commencement of this Insurance (or any increase, addition or other extension to coverage), the INSURED is the sole owner of the HORSE. This Insurance shall cease to cover the HORSE immediately when the INSURED sells the HORSE or parts with any interest in the HORSE, whether temporarily or permanently.
3. In the event that at any time during the period of this Insurance the HORSE is:
 - a) entered or raced in any claiming race where the claiming price is less than **the Underwriters' limit of liability specified in the Schedule, then the Underwriters' limit of liability shall automatically be reduced to a sum not exceeding the lowest amount for which the HORSE could have been claimed or sold in such race; or**
 - b) **entered into a public auction but not sold and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid at such public auction, then the INSURED shall inform the Underwriters in writing within seven (7) days thereafter and shall substantiate any limit of liability which exceeds the highest bid at such public auction, or the Underwriters' limit of liability specified in the Schedule will automatically reduce at the expiration of seven (7) days to the highest amount bid at such auction.**

In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which this Insurance shall have been reduced, calculated on a pro rata basis from the date of such reduction.

4. It is a condition precedent to any liability of the Underwriters that, during the entire period of this Insurance, the HORSE shall remain within the Continental United States of America or Canada including transits therein and between.
5. It is a condition precedent to any liability of the Underwriters that:
 - a) in the event of any lameness, illness, disease, injury, accident or physical disability whatsoever as a result of a named peril occurring during the period of insurance to the HORSE, the INSURED shall immediately at his own expense employ a VETERINARIAN and shall, if required by the Underwriters, allow removal of the HORSE for treatment; and
 - b) in the event of the death or HUMANE DESTRUCTION as a result of a named peril occurring during the period of insurance of the HORSE, the INSURED shall immediately at his own expense arrange for a POST-MORTEM to be done by a VETERINARIAN to establish the cause of death and submit a copy of the report to the Underwriters as soon as possible after the death or HUMANE DESTRUCTION of the HORSE; and
 - c) in the event of either 5a) or b), the INSURED shall immediately give notice by telephone or telecopy to the person or persons specified for the purpose in the Schedule, who will instruct a VETERINARIAN on the Underwriters' behalf, if deemed necessary; and

- d) the Underwriters reserve their rights to have a POST-MORTEM carried out by their VETERINARIAN.
- 6. After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the HORSE at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.
- 7. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed sworn proof of loss within sixty (60) days after the death or HUMANE DESTRUCTION of the HORSE.
- 8. It is a condition precedent to any liability of the Underwriters that the INSURED shall at all times cooperate with the Underwriters and their representatives in the adjustment and investigation of any claim or potential claim by:
 - a) providing the Underwriters and their representatives with access to any person(s), information, records and documents they may require; and
 - b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by the Underwriters.
- 9. ~~If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details).~~
- 10. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. **The INSURED shall do nothing to jeopardize or extinguish the Underwriters' rights of subrogation.**

IMPORTANT NOTE

Any breach of any of the above Conditions 1 through 10 and/or any one or more of the additional conditions set forth in any endorsement to this Insurance, whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE, shall render the INSURED's claim null and void and release the Underwriters from all liability.

- 11. This Insurance is null and void and the Underwriters are released from all liability hereunder if the INSURED has:

- a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or
- b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

12. Cancellation

- a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being the Underwriters' retained premium)

up to 3 months	40% of annual rate
up to 6 months	70% of annual rate
up to 9 months	85% of annual rate
over 9 months	100% of annual rate

- b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.
- c) If a loss is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE.

13. Provided that coverage under this Insurance has been admitted in writing by the Underwriters and the only dispute between the INSURED and the Underwriters is the FAIR MARKET VALUE of the HORSE, then the dispute shall be submitted to and resolved by three arbitrators selected from the panel of Arbitrators of the American Association of Arbitrators (AAA), in accordance with the Commercial Arbitrators Rules of the AAA in effect at the time of such dispute.

Such arbitration will be the exclusive remedy available to the parties in order to resolve a dispute as to the FAIR MARKET VALUE of the HORSE. The INSURED, however, may not initiate such arbitration against the Underwriters unless the INSURED has first complied with all of the terms and conditions of this Insurance and has given written notice to the Underwriters of his intention to arbitrate within twelve months from the date of loss of the HORSE.

Any such arbitration proceeding shall be held at an Office of the AAA which is closest to where the INSURED resides, or as agreed by the Arbitrators.

All administrative fees and expenses of the AAA and the Arbitrators' fees shall be shared equally between the INSURED and the Underwriters, subject to the final apportionment by the Arbitrators in the award. Attorney fees and witness fees shall be paid by the party incurring them.

The INSURED and the Underwriters shall both be entitled to conduct and obtain discovery as provided for by the Federal Rules of Civil Procedure prior to any hearings conducted by the Arbitrators. Any disputes arising out of or in connection with such discovery shall be submitted to the Arbitrators for determination.

Any award rendered by the Arbitrators shall be final and binding upon the INSURED and the Underwriters and may be entered in any Court of competent jurisdiction.

14. It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due, the Underwriters, at the request of the INSURED, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suit may be made upon the person named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person(s) on whom service of process may be made is/are named in the Schedule and is/are authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the INSURED to give a written undertaking to the INSURED that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any State, territory or district of the United States which makes provision therefor, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this Insurance, and designate the person(s) named in the Schedule, to whom the said officer is authorized to mail such process or a true copy thereof.

15. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve months from the date of loss of the HORSE.
15. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

NMA2829 (amended)

LOSS OCCURRENCE CLAUSE

The term 'Loss Occurrence' shall mean the sum of all individual losses directly occasioned by any one disaster, accident, or loss or series of disasters, accidents, or losses arising out of one event, which occurs within the territorial limits of the policy.

However, the duration and the extent of any one 'Loss Occurrence' shall be limited to all individual losses sustained by the INSURED occurring during the period of 14 consecutive days arising out of and directly assigned by the same event except that the term 'Loss Occurrence' shall be further defined as follows:

i) As regarding fire, lightning, explosion, windstorm, hail, flood, all individual losses sustained by the Company occurring during any period of 14 consecutive days arising out of and directly occasioned by the same event.

iii) As regards earthquake (the epicentre of which need not necessarily be within the Territorial Limits referred to in the Schedule) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of 14 consecutive days may be included in the 'Loss Occurrence'.

It is agreed that the Assured may choose the date and time when any such period of consecutive days commences, provided that it is not earlier than the date and time of the occurrence of the first recorded loss sustained by the INSURED arising out of that disaster, accident, or loss and provided that only one such period of 14 consecutive days shall apply to one event.

It is understood that losses arising from a combination of two or more perils as a result of the same catastrophe shall be considered as having arisen from one 'Loss Occurrence'. Notwithstanding the foregoing, the limitations as stated above shall not be exceeded as respects the applicable perils.

MKL-LOC

COLLISION CLAUSE

Through Collision or derailment or overturn of a vehicle on which the INSURED property is being transported to and/or from a qualifying facility as indicated on Covered Locations within **Appendix 1** to and/or from another qualifying facility as indicated on Covered Locations within **Appendix 1** or a Public Training Centre and/or Private Farm which is listed on Covered Locations within **Appendix 1** and qualifies for the "Race and Return" collision provisions of this policy ONLY, provided the following information has been supplied by said Public Training Centre and/or Private Farm to the Thoroughbred Owners of California and the INSURER.

- i) Name of Public Training Centre and/or Private Farm ("Facility");
- ii) Address of Facility;
- iii) Length of time Facility has been in operation;
- iv) Name of principal owner of Facility;
- v) List of race track(s) that horsemen at Facility most often ship to and from;
- vi) Name of transport company(ies) and equipment used for the transport of horses at the Facility;
- vii) Any claims or accidents of van drivers servicing the Facility in the past three (3) years;
- viii) Average number of round.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**NMA2918
08/10/2001**

CYBER EXCLUSION ENDORSEMENT (EQUINE AND LIVESTOCK)

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

- i. the use of, or inability to use;
- ii. any error or omission relating to the use of; or
- iii. any hoax or threat relating to the use of;

any application, process or software.

LMA5407

27 November 2019

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

CORONAVIRUS EXCLUSION

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

LMA5391
04 March 2020

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370

10/11/2003

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Nominee stated in the RISK DETAILS and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020
14/09/2005

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0595NOKS47892021

Date contract printed to PDF: 12:30 22 April 2021

SIGNED UNDERWRITERS

Markel International Limited



100.000000%
Written

C	F	6	5	3	1	A	2	1	E	A	A			
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NB

100.000000%
Signed

11:52 22 April 2021

Lloyd's Underwriter Syndicate No. 3000 MKL, London, England

Ollie Atkin

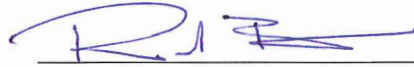
Bound as Slip Leader, Lloyd's Leader

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 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.

Rebecca Bartling
Print Name



Signature

Sonoma County Fair CEO
Print Title

May 6, 2021
Date

STAFF ANALYSIS
July 21, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR, COMMENCING AUGUST 18, 2021, AND CONTINUING THROUGH AUGUST 31, 2021.

The Humboldt County Fair (HCF) filed its application to conduct a horse racing meeting at Ferndale as part of the California Authority of Racing Fairs (CARF) 2021 combined fair horse racing meeting, as follows:

- August 18, 2021, through August 31, 2021, with six days of racing, same as in 2019. HCF proposes to run a total of 48 races, four more than in 2019. Live racing will commence August 20, 2021 and continue through August 29, 2021. HCF is a participant in the CARF 2021 combined fair horse racing meeting.
- At its March 2021 regular meeting, the Board heard and approved a request from CARF to designate the 2021 allocated race dates of the Alameda County Fair (6/16/21–7/31/21), California Exposition and State Fair (7/14/21–8/3/21), HCF (8/18/21–8/31/21), and The Big Fresno Fair (10/6/21–10/19/21) as a combined fair horse racing meeting. The 2021 combined fair race meeting allows for the extended distribution time of the carryover pool.

August 2021						
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				

- Racing Friday through Sunday. Eight races on Fridays, Saturdays, and Sundays.
- Racing concurrently with the Del Mar Thoroughbred Club and Golden Gate Fields.
- Average number of runners per race, 2019 race meeting:
 - Thoroughbred: 5.53
 - Arabian: 5.67
 - Mule: 5.0
- First post 3:07 p.m. on Fridays and 2:07 p.m. Saturdays and Sundays.

- Wagering program will use CHRB and ARCI rules.
 - Early wagering will not be offered.
 - \$1 PPN when applicable; \$1 TRI and \$0.10 SF when applicable.
 - \$0.50 PNP4 on first 4 races and last 4 races each day.
 - \$0.50 PNP5 on last 5 races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
 - \$0.20 PNP6 on last 6 races each day. 100% pool paid and any prior carryovers for unique ticket selecting 6 winners. If no unique ticket selects 6 winners, then 40% minor pool that day is paid to tickets selecting most winners, and 60% major pool will be added to carryover.
 - \$0.20 Pentafecta (Super High 5) selecting first 5 finishers in same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting first 5 finishers. If no unique ticket selects first 5 finishers, then 40% minor pool paid to tickets selecting first 5 finishers, and 60% of major pool will be added to carryover. If no ticket selects first 5 finishers, 100% of pool will be added to carryover. Super High 5 will be carded on last race of the day.
 - Distribution of carryover pool will be October 17, 2021 (closing day of The Big Fresno Fair).
- Specific changes from the 2019 application:
 - Admission (general) from \$8.00 to \$11.00
- The advance deposit wagering (ADW) providers are Churchill Downs Technology Initiatives Company (CDTIC) dba BetAmerica; CDTIC dba TwinSpire; ODS Technologies, L.P. dba TVG Network; Watchandwager.com, LLC (Watch and Wager); XpressBet, LLC (Xpressbet); and NYRA.

Pursuant to Business and Professions Code (BPC) section 19604, specific provisions must be met before an ADW provider can accept wagers.

Summary of BPC Section 19604

*To accept wagers on races **conducted in California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- 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.

*To accept wagers on races **conducted outside of California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- 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 wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

- All documents have been received in compliance with BPC section 19604.
- Simulcasting conducted with other out-of-state racing jurisdictions, pursuant to BPC section 19602, and with authorized locations throughout California.
- Requests that Gary Greiner be appointed horse identifier, pursuant to Board Rule 1525, Racing Officials Appointed by the Board.
- Inspection of backstretch worker housing has been requested and will be completed before the race meet begins.
- A track safety inspection has been requested and will be completed before the race meet begins.
- CARF has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website [letter submitted].

Specific information **still needed** to complete this application:

1. Fire clearance in compliance with Board Rule 1927. HCF submitted a letter requesting an exemption from the requirements in Board Rule 1927. [Inspection scheduled for July 14, 2021].

RECOMMENDATION:

If the application is considered for approval, Staff recommends that the approval be contingent upon the submission of the outstanding item.



May 24, 2021

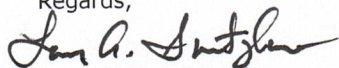
California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

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

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

Regards,


Larry A. Swartzlander
Executive Director, CARF

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

1. APPLICANT FAIR ASSOCIATION

- A. Name, mailing address, telephone, and fax numbers of fair:
Humboldt County Fair, 1250 5th Street, Ferndale, CA 95536 (707)786-9511
- B. Fair association is a: District Fair County Fair Citrus Fruit Fair
 California Exposition and State Fair Other qualified fair
- C. Provide the name, telephone, and email address for the fair contact person:
Katherine Ziemer, Administrator, 707-786-5515, humcofair@frontiernet.net

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

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for race meeting: **August 18 – August 31, 2021**
- B. Actual dates racing will be held: **August 20, 21, 22 & August 27, 28 & 29**
- C. Dates racing will NOT be held: **August 18, 19, 23, 24, 25, 26, 30 & 31.**
- D. Total number of racing days: **6**
- E. Days of the week races will be held:
 Fri - Sun Tues - Sat Other (Fri – Sun 1st week & Fri – Sun 2nd week)

3. RACING PROGRAM

- A. Total number of races: 48
- B. Number of races by breed:
 Thoroughbreds Quarter Horses Appaloosas
 Arabians Paints Mules
- C. Number of races daily:

CHRB CERTIFICATION		
Application received: 5/18/2021		Hearing date: 7/21/2021
Reviewed: NLG		Approved date:
		License number:

	Fri, Aug 16 & 23	Sat, Aug 17 & 24	Sun, Aug 18 & 25
Thoroughbred	6	6	6
Other Breed	2	2	2
Total	8	8	8

D. Total number of stakes races by breed:

<input type="text" value="1"/>	Thoroughbreds	<input type="text" value="0"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="0"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="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 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, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes). N/A

3. Identify the stakes races listed under item E1 that have been dropped or deleted, and the reasons the stakes were dropped or deleted. N/A

2021	2019	2018
C.J. Hindley Humboldt County Marathon Hdcp \$20,000 Guaranteed Three-year-olds & Upward, 1 Mile & 5 Furlong Sun, Aug 29	C.J. Hindley Humboldt County Marathon Hdcp \$20,000 Guaranteed Three-year-olds & Upward, 1 Mile & 5 Furlongs Sun, Aug 25	C.J. Hindley Humboldt County Marathon Hdcp \$20,000 Guaranteed Three-year-olds & Upward, 1 Mile & 5 furlongs Sun, Aug 25

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

G. List all post times for the daily racing program:

** As much as possible, we intend to align our post times to compliment the Del Mar GGFs post times*

<u>Race Number</u>	<u>Fri</u>	<u>Sat & Sun</u>
Race #1	3:07	2:07
Race #2	3:37	2:37
Race #3	4:07	3:07
Race #4	4:37	3:37
Race #5	5:07	4:07
Race #6	5:37	4:37
Race #7	6:07	5:07
Race #8	6:37	5:37
Race #9	7:07	6:07
Race #10	7:37	6:37
Race #11	8:07	7:07
Race #12	8:37	7:37

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: **Mel Berti, Clarence Bugenig, Lawrence Dwight, Greg Gomes, Sandy Hanks, Darren Hansen, Travis Low, Cindy Olsen, Robert Prior, Tim Renner, Jack Rice, Johanna Rodoni, Andy Titus, and Wayne Wilson.**
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: **Mel Berti, Greg Gomes, Travis Low, Darren Hansen, Cindy Olsen, Andy Titus and Wayne Wilson**
- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12B, who will be listed in the official program: **Katherine Ziemer, Fair Administrator, Sandra Rios – Stall Manager**
- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s).
**Katherine Ziemer
Fair Administrator
1250 5th Street
Ferndale, Ca 95536
humcofair@frontiernet.net**

5. TAKE OUT PERCENTAGE

1. 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: _____%

- A. 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 53board 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 10 percent nor more than 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

- 1. Complete the table below providing the last five 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	Number of Racing Days
2020	0	0	0
2019	\$3,672,246	28,001	6 days
2018	\$10,269,967	32,365	7 days
2017	\$4,528,957	31,421	7 days
2016	\$4,705,809	28,263	6 days

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

A. Purse distribution:

1. All races other than stakes:
 Current meet estimate: \$346,970
 Prior meet actual: \$364,759

Average Daily Purse (7A1 ÷ number of days):
 Current meet estimate: \$57,828
 Prior meet actual: \$60,793

2. Overnight stakes:
 Current meet estimate: \$20,000
 Prior meet actual: \$20,000

Average Daily Purse (7A2 ÷ number of days):
 Current meet estimate: \$3,333
 Prior meet actual: \$3,333

3. Non-overnight stakes:
 Current meet estimate: 0
 Prior meet actual: 0

Average Daily Purse (7A3 ÷ number of days):
 Current meet estimate: 0
 Prior meet actual: 0

4. Total Purses: (7A1+7A2+ 7A3)
 Current meet estimate: \$366,970
 Prior meet actual \$384,759

- B. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):**
 Current meet estimate: \$18,819
 Prior meet actual: \$41,446

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

Current meet estimate:

Prior meet actual:

CTT	\$ 645	\$ 1,341
TOC	\$ 1,291	\$ 2,682
NTRA	\$ 272	\$ 292
PCQHRA	\$ -0-	\$ -0-
CWAR	\$ -0-	\$ -0-
ARAC	\$ 439	\$ 1,849
AMRA	\$ 537	\$ 1,676
CHBPAPEN	\$ 1,937	\$ 13,553
CTHF	<u>\$ 1,937</u>	<u>\$ 13,553</u>
Total	\$7,058	\$ 34,946

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: \$392,847

Prior meet actual: \$461,151

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

Current meet estimate: \$65,475

Prior meet actual: \$76,859

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: \$246,484

Prior meet actual: \$490,339

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

Current meet estimate: \$41,081

Prior meet actual: \$81,723

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$6,400

Prior meet actual: \$50,498

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

Current meet estimate: \$1,067

Prior meet actual: \$8,416

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:

Disher Accountancy Corporation, 1816 Maryal Drive, Sacramento, CA. 95864, (916) 482-4224

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and 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:
250 permanent 200 portables
- B. Minimum number of stalls believed necessary for the meeting:
300-320
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:
None
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
n/a
- E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.
n/a

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c).
458
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per-day per stall:
n/a
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for Vanning per-horse: **-0-**

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites:
Dr. Audrey Clifton – 530-400-4721. No Auxiliary sites are available. Dr. Clifton will be available onsite during training hours, workouts and during racing for the association and no auxiliary sites will be used.
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. 24/7

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 (RCI) 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 a 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), SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

Example Race	TYPE OF WAGERS	APPLICABLE RULES	CARFWAGERINGFORMAT
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE	<input checked="" type="checkbox"/> Yes X
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9	
Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1	
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (g) Method 7	
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB#1976.9, ARCI 004-105 G. (g) Method 7	
Race #5	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 G. (g) Method 7	
Race #6	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4 \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 G. (g) Method 7	
Race #7	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50 PNP4 \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (g) Method 7	
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 X-Pentafecta (5) Option 4	
Race #9	\$1E, \$1PK3, \$1TRI \$2DD, \$.10SF, \$.50PNP4 \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 ARCI 004-105 X-Pentafecta (5) Option 4	



March 25, 2021

California Horse Racing Board
 Attn: Cynthia Alameda
 Assistant Executive Director

To Whom It May Concern:

The following information is provided for you in response to the 2021 Race Meet Applications for the Alameda County Fair, California State Fair, Humboldt County Fair and The Big Fresno Fair:

The following is the CARF wagering format:

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



Race #10	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4
Race #11	\$1E, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4
Race #12	\$1E, \$1TRI, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4

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

Respectfully Yours,

Larry A. Swartzlander
Executive Director

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

\$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.

\$0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique serial number wager selecting the first five finishers in exact order. If no unique serial number wager selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers in exact order and 60% of major pool will be added to the carryover. If no wager selects the first five finishers in exact order, then 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

The aforementioned Pari-Mutuel Carryover Pools can be carried over from CARF Meet to CARF Meet and run as 1 (one) continuous meet. There will be a Mandatory Payout Date of Sunday, October 17, 2021, which is the Closing Day of The Big Fresno Fair.

Race #10	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4
Race #11	\$1E, \$1TRI, \$2DD \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4
Race #12	\$1E, \$1TRI, \$.10SF \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4

C. Identify any wagers noted in 10A (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: **October 17, 2021 (Closing Day of The Big Fresno Fair).**

E. List any options requested with regard to exotic wagering:
\$1 PPN when applicable; \$1 TRI and \$0.10 SF when applicable
\$0.50 PNP4 on the first four races and the last four races each day
\$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.

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

\$.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting the first five finishers. If no unique ticket selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers and 60% of major pool will be added to the carryover. If no ticket selects the first five finishers 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

F. Will "advance" or "early bird" wagering be offered? Yes No

If yes, when will such wagering begin? Specify days and time for "early bird" wagering:

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract:

Amtote (Tony Fertado) Expiration: Oct 17, 2025. 443-895-8417
Equipment description on file with Board.

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

TAKEOUT PERCENTAGE

Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%

Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting:
Express Bet, T.V.G. (Television Games Network), Bet America, Watch & Wager, NYRA & Twin Spires.
- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting. **Provided with Alameda County License.**
- C. Have the contract/agreements been approved by the respective horsemen’s groups?
Yes No

If yes, attach a copy of the approval.
If no, explain the status of the approval.

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

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the fair to conduct simulcast wagering:
Northern California Off-Track Wagering, Inc. (NOCTWINC)
- 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.
On File
- C. California simulcast facilities the fair proposes to offer its live audiovisual signal:

Golden Gate Fields, Albany

***Humboldt County Fair, Ferndale**

Jockey Club at San Mateo, San Mateo

Monterey County Fair, Monterey
San Joaquin County Fair, Stockton
Santa Clara County Fair, San Jose
Shasta District Fair, Anderson
Solano County Fair, Vallejo
Sonoma County Fair, Santa Rosa
Stanislaus County Fair, Turlock

Fairplex Park, Pomona
Fantasy Springs Casino, Indio
Los Alamitos Race Course, Los Alamitos
Mermaid Tavern, Thousand Oaks
OC Tavern & Sports Bar, San Clemente
Roadhouse Grill, Santa Maria
Sammy’s Restaurant & Bar, Lake Forrest
Santa Anita Park, Arcadia
Santa Clarita Lanes, Santa Clarita
Shalimar Sports Center, Indio
Sports Center, San Bernardino
Sports Pavillion at The Farmers Fair, Lake Perris
Sports Pavillion, San Bernardino Cty. Fair, Victorville
Surfside Race Place at Del Mar, Del Mar

Viejas Casino & Turf Club, Alpine
Watch & Wager, Antelope Valley Fgds, Lancaster

***Open only during Humboldt/Ferndale Fair Racing**

- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:



March 27, 2021

Mr. Larry Swartzlander
Chief Operating Officer
CARF
1776 Tribute Road, Suite 205
Sacramento, CA 95815

RE: 2021 California Authority of Racing Fairs (CARF) ADW Approvals

Dear Larry,

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

Pursuant to Section 29, Intrastate Advance Deposit Wagering (“ADW”) of the Race Meet Agreement between TOC and CARF, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, CARF shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on CARF and other Thoroughbred races during the 2021 race meetings, as follows:

1. California wagering on CARF races:

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

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA LIAISON: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON

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

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

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

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than 7.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 45% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

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

Very truly yours,



Greg Avioli, President & CEO

cc: Tom Varela, Heather Haviland

April 21, 2025

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

RE: 2021 California Authority of Racing Fairs ADW Approvals

Dear Larry,

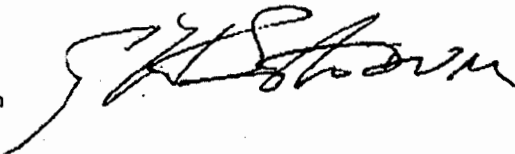
This is to confirm that the Arabian Racing Association of California (ARAC) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2020 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is ARAC's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.

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

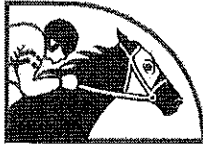
Sincerely,

Cory Soltau
Chairperson



[Type text]

[Type text]



Pacific Coast Quarter Horse Racing Association

April 1, 2021

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

RE: 2021 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This is to confirm that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2021 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Watch and Wager, Bet America, TVG, Xpressbet,

TwinSpires and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is PCQHRA's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.
Please feel free to contact me if you have any questions.

Sincerely,

Eino Perez
General Manager

Out-of-State & International Imports – Full and/ or Partial Card (Subject to Change)

<u>2021</u>	
<u>IMPORT TRACKS</u>	
ARLINGTON	8/19-8/29
BELMONT	8/19-8/29
ASSINIBOIA	8/19-8/29
AUSTRALIAN RACING	8/19-8/29
BEULAH	8/19-8/29
CALDER RACECOURSE	8/19-8/29
CANTERBURY DOWNS	8/19-8/29
CHARLES TOWN	8/19-8/29
CHURCHILL DOWNS	8/19-8/29
DELAWARE	8/19-8/29
DOWNS AT ALBUQUERQUE	8/19-8/29
ELLIS PARK	8/19-8/29
EMERALD DOWNS	8/19-8/29
EVANGELINE DOWNS	8/19-8/29
FORT ERIE	8/19-8/29
GULFSTREAM	8/19-8/29
HASTINGS PARK	8/19-8/29
HAWTHORNE	8/19-8/29
INDIANA DOWNS	8/19-8/29
KEENLAND	8/19-8/29
KENTUCKY DOWNS	8/19-8/29
LAUREL	8/19-8/29
LONE STAR	8/19-8/29
LOUISIAN DOWNS	8/19-8/29
MONMOTH	8/19-8/29
MOUNTAINEER PARK	8/19-8/29
NYRA-AQUEDUCT	8/19-8/29
NYRA-BELMONT	8/19-8/29
NYRA-SARATOGA	8/19-8/29
PENN NATIONAL	8/19-8/29
PHILADELPHIA PARK (PARX)	8/19-8/29
PIMLICO	8/19-8/29
PRAIRIE MEADOWS	8/19-8/29
PRESQUE ISLE	8/19-8/29
RIVER DOWNS	8/19-8/29
SOUTH AMERICAN RACING	8/19-8/29
SUFFOLK DOWNS	8/19-8/29
SUNLAND PARK	8/19-8/29
SUNRAY PARK	8/19-8/29
TAMPA BAY	8/19-8/29
THISTLEDOWN	8/19-8/29
TURFWAY PARK	8/19-8/29
TURF PARADISE	8/19-8/29
UNITED KINGDOM	8/19-8/29
WOODBINE	8/19-8/29

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:

CARF 2021 Meets Commingled Locations

AmWest Entertainment	Delta Downs	Lone Star	Running Aces Harness Park
Amwest Accounts	Dover Downs	Louisiana Downs	Saddle Brook Park
Greenbrier (WV)	Ebet	LVDC	Sam Houston
Riders Up (SD)	Elite Turf Club (1 to 10)	Atlantis Paradise Casino	Valley Greyhound Park
Time Out Lounge (SD)	Ellis Park	Avatar Ventures	Saratoga Harness Raceway
Triple Crown (SD)	Emerald Downs	Buffalo Thunder Resort	Saratoga Bets (ADW)
Arapahoe-Mile High	Euro Off Track	Foxwoods Resort Casino	Scarborough
Arima Race Club	Evangeline Downs	Meskwaki Bingo & Casino	Scioto Downs
Arlington I	Evangeline Downs AWA	Maronas (South America)	Seabrook Greyhound
Atlantic City Racecourse	Fair Grounds	Maryland Jockey Club	Social Gaming
Atokad	Fair Grounds ADW	Maywood	Sol Mutuel
Balmoral	Fair Meadows	Meadowlands	Southland Greyhound
Balmoral ADW (BETZOTIC)	Finger Lakes	Meadows The Meadows The (ADW) - PA regional	Sports Creek Raceway
Bangor Raceway	Fonner	Mobile Greyhound	State Fair (Lincoln, NE)
Batavia	Freehold	Monmouth Park	Suffolk District OTB
Bettor Racing	Gillespie County Fair	Montana OTB	Suffolk Downs
Beulah Park	Global Wagering Solutions	Monticello	Pat's Pizza
Birmingham	Bwin International Ltd.	Mountaineer Park	Sunland Park
Bluffs Run Greyhound	Intl Betting Assoc. Ltd	Mt. Pleasant Meadows	SunRay Park & Casino
Buffalo Raceway	Magna Bet	Nassau Regional OTB	Tampa Bay Downs
Calder Racecourse	Racebets	New Jersey Casino Assoc.	Taunton Acct Wagering
Canterbury Park	Greenetrack	Nevada Pari-Mutuel Assoc.	Taunton Dog Track Inc.
Capital District OTB	Greyhound @ Post Falls	Newport Jai Alai	The Downs at Albuquerque
Catskills OTB	Gulf Greyhound	NJ Mobile	Thistledown
Charles Town Race Course	Gulfstream	Northfield	Tioga Downs
Chester Downs & Marina LLC	Harrington Raceway	Cedar Downs OTB	Tri-State GH (Mardi Gras)
Churchill Downs	Hawthorne Race Course	Northville	Turf Paradise
Club Hipica InTurf	Hawthorne ADW	NYRA	Turfway Park
Coeur d' Alene Casino	Hazel Park	NYRA Account Wagering	TVG Chester
Colonial Downs	Hoosier Park	Oaklawn	TVG Network
Colonial Downs Phone Bet	Horseman's Park	Ocean Downs	TVG Prairie
Columbus Raceway	Indiana Downs	Panama	Twin River Greyhound
Connecticut OTB	Evansville OTB	Penn National	TwinSpires
Bradley Teletheater, Bristol	Clarkesville OTB	Penn National Telebet	TwinSpires High Volume
New Britain, Norwalk, Milford	Intermountain Racing	Peru	Velocity Wagering Ltd.
East Haven, Hartford, Putnam	IP Tote (Venezuela)	Philadelphia Park	Venezuela OTB
Shoreline Star, Sports Haven	Keeneland	Philly Park Phone Bet	Vernon Downs
Torrington, Waterbury	Keeneland Select ADW	Plainridge Race Course	WatchandWager
Manchester, New London	Kentucky Downs	Plainridge Telephone Wagering	Western OTB
Willimantic	Kentucky OTB	Player Management Group	Wheeling Downs
John Martin's Manor Restaurant	Lebanon	Pocono Account Wagering	Will Rogers Downs
Connecticut OTB ADW	Les Bois (Treasure Valley)	Pocono Downs and OTB	Wyoming
Coushatta Casino	Lewiston OTB's	Portland Meadows	XpressBet
Paragon Casino	Lien Games	Potawatomi Casino/ OTB	Yonkers Raceway
Ho-Chunk Casino and Racebook	Chips Lounge and Casino	Prairie Meadows	Youbet Group 1
Mohegan Sun Casino	Howard Johnsons OTB	Premier Gateway (Phumelela)	Zia Park
Oneida Bingo and Casino	Rumors OTB		

Pony Bar Simulcast Center
Tote Investment Racing
Randall James Racetrack
Millenium Racing
Royal Beach Casino
Divi Carina Bay Casino
Fair Chance
Winner's Circle

Skydancer Casino OTB
Lien Games ADW
BetAmerica
BestFastNow
OnlineRacing.TV
BetTheRacesOnline.com
BigJackpotBetting.com
Hometownbets.com
RaceplayWin.com
VIPHorsePlayer.com
TrackInfo.com
Offtrackbetting.com

Premier Turf Club
Presque Isle Downs
Raceway Park
Racing2Day LLC
Racing2Day Intl. (Stan James)
Remington Park
Remington OTB Network
Retama
Racing & Gaming Services
River Downs
Rockingham Park
Rockingham Account Wagering
Ruidoso Downs

Separate Pool Locations

Camarero (Puerto Rico)
Caymanas (Jamaica)
MIR Books (Caliente)
NDS Books (Nevada)

Corpus Christi Greyhound
Delaware

Canadian Locations

Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Inverness Raceway, Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carleton, Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters
Truro Raceway, Western Fair, Windsor, Woodbine, Woodstock/Ontario

F. California mini-simulcast facilities the fair proposes to offer its live audiovisual signal:
OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce, Firehouse Restaurant, Bakersfield, Santa Clarita Lanes, Santa Clarita, Tilted Kilt, Thousand Oaks, Sammy's Restaurant & Bar, Mission Viejo, Glen Arden Club, Glendale.

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 or not 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 which 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 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 12D above.	TBD	

H. List imported simulcast races the fair plans to receive during the racing meeting which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).
N/A

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 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 and out-of-state wagering and which 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 3 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 and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
 - Association Veterinarian(s) – **Dr. Audrey Clifton, D.V.M.**
 - Clerk of Scales – **Kenny Fowler**
 - Clerk of the Course – **Myra Truitt**
 - Film Specialist – **Myra Truitt**
 - Horse Identifier – **Gary Greiner**
 - Horseshoe Inspector – **Jackie Payton**
 - Paddock Judge – **Gary Greiner**
 - Patrol Judges – **Lisa Jones & Myra Truitt**
 - Placing Judges – **Stewards**
 - Starter – **Randy Cope**
 - Timer – **Melody Truitt**

- B. Management officials in the racing department:
 - Director of Racing – **To Be Announced**
 - Racing Secretary – **Tom Doutrich**
 - Assistant Racing Secretary – **Lisa Jones**
 - Paymaster of Purses – **Lisa Wilkerson (C.A.R.F.)**
 - Others (identify by name and title)
 - Mutual Manager – **Doug Gooby**

- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: **KCW Court Reporters, 1018 2nd Street, Eureka, Ca, 707-443-7067.**

- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:
Plusmic Corporation USA – Bill O'Brien (Expires 12/7/21)

- E. Photopatrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
Pegasus Communication, Inc. – Jim Porep) Contract Expires: April 30, 2023
Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)

- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:
Pegasus Communication, Inc. – Jim Porep - Contract Expires April 30, 2023

14. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. **See attached organizational chart.**
Pacific Coast Security, Gene Bass, Owner (707)-786-9511
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:
1-2 Guards in grandstands
2-3 Rovers
3 Licensed gatemen on 8-hour shifts
1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
N/A
 2. Detention Stalls:
(The Fair is not running graded stakes)
 - A. Attach a plan for use of graded stakes or overnight races.
N/A
 - B. Number of security guards in the detention stall area during a 24-hour period.
N/A
 - C. Describe number and location of surveillance cameras in detention stall area.
N/A
 3. TCO2 Testing:
 - A. Number of races to be tested, and number of horses entered in each race to be tested.
All horses in thoroughbred races where the number is determined by a random algorithm generator.
 - B. Plan for enhanced surveillance for trainers with high-test results.
Trainer with high test results will be moved to the detention area.
 - C. Plan for detention stalls for repeat offenders.
Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance
 - D. Number of security personnel assigned to the TCO2 program.
One (1) 24-hour security guard when detention stalls are occupied.
- C. Describe the electronic security system.
C.A.R.F. surveillance equipment and program that travels between racing Fairs.
1. Location and number of video surveillance cameras for the detention stall and stable gate.
4 surveillance cameras monitoring this area.

15. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and the running of the races: **City Ambulance of Eureka, 135 7th Street, Eureka, Ca 95501 (707) 445-4907**
1. Attach a certification from the Ambulance Company(s) listed in 14A, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
Attached.

14A. Security Controls



June 1, 2021

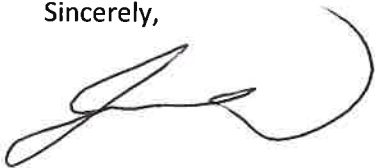
Katherine Ziemer
1250 5th Street
Ferndale, CA 95536

Dear Ms. Ziemer,

City Ambulance of Eureka, Inc. of Eureka, California operates emergency and non-emergency ambulance transportation in Humboldt County. All of our paramedic staff are licensed with the California Emergency Medical Services Authority, in addition to being accredited by the LEMSA (local emergency medical services agency) in the area in which they are practicing. The current status of any paramedic license can be verified by CA EMSA on their website: <https://emsverification.emsa.ca.gov/Verification>.

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

Sincerely,



Jaison Chand, EMT-P, RN, BSN
Regional Director

- 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 Company(s) listed in 14B, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
N/A
- C. Describe the on-track first aid facility, including equipment and medical staffing:
See Attached.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
Physicians rotate on a daily basis from Redwood Memorial Hospital. 707-725-7328
- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Redwood Memorial Hospital, 3300 Renner Drive, Fortuna, Ca (707) 725-7328
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:
See Attached
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
Katherine Ziemer, Fair Administrator; Mary Ann Renner, Office Administrator
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
Attached.
- I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details):
Sent via separate mail.
- 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 10 days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.
Sent via separate mail.

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, that may be either permanent or mobile, and which 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. (b) 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. (c) 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. (d) 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

15C First aid and Medical Staffing

The Humboldt County Fair provides emergency care which supports comprehensive care for jockeys, track staff and allied personnel. Emergency care focuses on immediate stabilizing, comfort and evacuation of injured racetrack personnel to appropriate hospital care facilities.

Two Emergency Medical Technicians from City Ambulance of Eureka staff are located in an on-track ambulance, which is located at a location with ease of access to the track during each day of training and racing. This ambulance and crew are present whenever horses are on the track (during both racing and training hours, and are responsible for initiating basic life support measures, including immediate medical stabilization, care and evacuation to medical care facilities.

Licensed Physicians are on-duty at Redwood Memorial Hospital and are responsible for ongoing care for jockeys, track staff and allied personnel requiring emergency medical care.

The Humboldt County Fair provides the services of a Kimzey Horse Ambulance, as well as a senior experienced driver who is responsible for the evacuation and disposition of injured horses.

Redundant communication services are provided to ensure constant contact between all emergency care personnel. Two-way radio networks are established within the racing operations, as well as fair emergency operations. All key emergency care personnel also carry cell phones and each is provided a laminated card containing all contact numbers. The fair also has an emergency response cell which responds to all emergencies, both medical as well as non-medical.

15F Medical Protocols and Procedures: English

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

Track Ambulance

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

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 management of the accident scene. 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, as well as prevent visitation from bystanders from entering the accident area.**
- 3. A member of the track security staff shall be responsible for escorting emergency vehicles.**
- 4. The security staff shall be responsible for all crowd control activities.**

Racing Staff/Track Veterinarian

- 1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses or 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. A 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 that is responsible for the management of the accident scene.**

Announcer

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

Senior Management

- 1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the**

management team as to the accident status.

- 2. An additional member of the management team should report to the video department in order to monitor the scene and access the extent of video coverage to be transmitted to the public.**
- 3. A member of the management team should provide input as to announcements to be made by the track announcer.**
- 4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to the family member of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.**
- 5. All public address announcements and responses to press inquiries are within the purview of the senior members 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.

15F Medical Protocols and Procedures: Spanish

Procedimiento en caso de Accidente en Humboldt County Fair

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

El personal de la Ambulancia

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

Seguridad

- 1. Tan pronto como sea posible, un miembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsable del lugar del accidente. El miembro de seguridad sera responsable de mantener a los transeuntes fuera del lugar del accidente.**
- 2. Un miembro del departamento de seguridad del hipodromo se acercara al cuart del jockey para asegurar el area donde la ambulancia estara y prevenir que transeuntes y personas ajenas se acerquen.**
- 3. Un miembro de seguridad del hipodromo sera responsable de escoltar a los vehiculos de emergencia.**
- 4. Los miembros de seguridad seran responsable de controlar a la multitud.**

Personal de Carreras/Veterinario del hipodromo

- 1. Ena vez en el lugar del accidente, el Outrider/escolta debera sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.**
- 2. Los caballos muy mal heridos deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.**
- 3. El veterinario del hipodromo debera decidir si se sacrifica al caballo en la pista.**
- 4. Sea posible hacerlo, se debe colocar la pantalla/screen para tapar 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 de modo de que la persona a caballo accidentado haya sido trasladado del lugar.**

Personal de Planta/Plant Staff

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

Locutor

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

Gerencia

- 1. Un representante de la gerencia se acercara rapidamente al lugar del accidente en el**

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

Todos los Jefes de Departamento

Todos los Jefes de Departamento deb en 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.



July 6, 2021

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The Humboldt County Fire (HCF) Department Fire Inspection is scheduled for Wednesday, July 14, 2021. As was the case in the Alameda County Fairgrounds fire clearance it will not comply with 4 CCR 1927 for the 2021 racing season. The HCF will comply with all County Fire requirements.

CARF previously had requested the rule be revisited and address exceptions to the requirements listed in 4 CCR 1927 as they apply to the fairs and auxiliary stabling sites. Our position remains the same and would ask in the interim the Humboldt County Fair be granted an exemption to this rule for the 2021 Racing Season.

Regards,


Larry A. Swartzlander
Executive Director, CARF

CERTIFICATE OF PARTICIPATION

WORKERS' COMPENSATION RISK SHARING PROGRAM

ADMINISTERED BY

CALIFORNIA FAIR SERVICES AUTHORITY

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

1776 Tribute Road, Suite 100, Sacramento, CA 95815

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

Participating Entity: Humboldt County Fair Association

Mailing Address: 1250 5th Street
Ferndale, CA 95536

Protection Period: From July 1, 2020 at 12:01 a.m. Pacific Standard Time until terminated.

Maximum Limits of Protection:

For Workers' Compensation	
Statutory	Any one Occurrence .
For Employers' Liability	
\$5,000,000	Any one Occurrence .

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



AUTHORIZED SIGNATURE

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:
Food & Non-Alcoholic Beverages

Winner's Circle Photo

Vassar Photography, 5075 Double Point Way, Discovery Bay, CA 94514

Racing Grandstand Sound System

Universal Balance, 2163 Park Avenue, McKinleyville, CA 95519

Armored Car Services

NOTWINC, 11875 Dublin Blvd. Dublin, CA 94568

Portable Stalls

Stall West, Inc. 4149 Burnett Road, Lincoln, Ca 95684. 916-645-5475, fax 916-645-6095.

- 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:
Ticket give-away already underway, using HCF Facebook; discounted ticket sales, beginning July 1; placement of old Starting Gate in surrounding communities 60 days prior to Fair and near entrance to town during fair; Participation in local parades and events prior to fair; Pre-fair media dinner; golf tournament on dark Wednesday; Horsemen's Fish Fry on dark Tuesday. Appearances on local ESPN radio station; Live remote, local ESPN radio, opening day of racing; Television and radio spots.
- B. Promotional/ Marketing budget for this race meeting:
\$20,000 because of recent Covid Financial Problems
Promotional/Marketing budget for prior race meeting:
\$60,000
- C. Number of hosts and hostesses employed for meeting:
4
- D. Describe facilities set aside for new fans:
First come, first served
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefits:
1. Horsemen: We are remodeling our paddock and will continue to upgrade the tack rooms and stalls.
 2. Fans: We are moving our simulcast area to expand the capacity and include more tote machines. We are also expanding the viewing area on the west side of the paddock to accommodate additional fans.
 3. Facilities in the restricted areas: **N/A**

18. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from previous year:

Proposed charges, note any changes from previous year:

Admission (general)	\$11.00
Admission (racing)	
Reserved seating (general)	
Reserved seating (clubhouse)	\$50.00 per day
Parking (general)	\$5.00 per day
Programs (on-track)	\$2.50
(off-track)	\$2.50

B. Describe any "Season Boxes" or other special accommodation fees: **\$350.00 for box seats.**

C. Describe any "package" plans such as combined parking, admission and program: **None.**

19. JOCKEYS' QUARTERS

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

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many	<input type="text" value="18"/>
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input type="checkbox"/> Masseur	<input type="checkbox"/> Food/beverage service	<input checked="" type="checkbox"/> Certified platform scale

B. Describe the quarters to be used for female jockeys:

**Separate area containing an office, lounge area, sauna, showers, restroom, lockers, & bunks.
Jockeys & Jockettes share the scale.**

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing has been requested and will be completed prior to the beginning of the race meet.

B. Number of rooms used for housing on the backstretch of the racetrack:
Six

C. Number of restrooms available on the backstretch of the racetrack: **Six (6)**

D. Estimated ratio of restrooms to the number of backstretch personnel: **10 to 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: feet.

B. Describe the type of track surface at the facility, including the specific track surface composition:
Organic dirt, silt, clay, sand, and Fir bark

C. The percent of cross slope in the straight-aways 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 (i.e., 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.
Outer rail comprised of 3" aluminum railing on top of posts, 40" in height. Fontana inner rail, made of offset galvanized posts, with extended aluminum railing on top of gooseneck posts, 42" in height, with average overhang of 24".
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Steve Wood, Track Master**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. **On file.**
- 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 which 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 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.
Horsemen's Agreement on file with CHRB.
- 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, which 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 Rules 1870 and 1871, the CHRB shall be given 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.



2021

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2021 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

AGREEMENT

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

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

**I.
TERM**

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2021.

**II.
STATUS OF THE PARTIES**

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

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

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

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

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

III.

DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

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

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

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

3.3 TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses generated from the pari-mutuel handle and other sources,

including, but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and, further, shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

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

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2021 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60th) day after the close of the 2021 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse moneys generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agree to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60th (sixtieth) day after the close of the Fresno Fair 2021 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the Fresno Fair 2021 Meet, TRACKS agree 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 such authorized representative during the term of this agreement.

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

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

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2021 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' written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

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

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

V. RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 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 events, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance,

or other criteria set by the ICSC. The 2021 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 2021, 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 is 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 on Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

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

5.4 A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C without first obtaining the written approval of TOC, which will not be

unreasonably withheld.

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

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

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

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

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

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

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

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere 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.

5.8 Purses for all races run at the \$10,000 level and below during the 2021 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 2021 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 which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

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

VI. CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACKS as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a

California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

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

VII. MUTUAL COOPERATION

7.1 (a) CARF and TRACKS, and TOC represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any differences of opinion between them with respect to the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

Such matters include but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane, and to maintain 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, postage prepaid as set forth in paragraph 18.7.

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

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

VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

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

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

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

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

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

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

Attachment D.

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

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

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

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

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

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

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

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

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

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

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

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2021 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 2021 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 2021 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2021 Fair meetings are as follows:

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

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

- iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.

- c) Horses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two-year olds running less than five-eighths of a mile who will be required to work race distance.

- d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.

- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2021 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2021 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also eligible list containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8.15. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 11:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

8.16. Unless agreed otherwise in writing by the parties, TRACKS agree 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’ 2021 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 the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent(s), or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. 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 2021, 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 administration and distribution of purses, according to the authorization described in statute.

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

Parties. In furtherance of that point, the Parties agree that as of April 31, 2021, the CARF purse account will be underpaid by \$55,026.41 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing.

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

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

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

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

X. FORCE MAJEURE

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

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

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

10.3

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

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2021 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 2021 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' 2021 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 promotion of attendance at and wagering on such races, whether live or at simulcast locations.

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

a current and valid CHRB owner's license:

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

XIV. INTERSTATE SIMULCASTING OF RACES

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

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

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

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. By virtue of the support

and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XV.
INTRASTATE SIMULCASTING OF RACES

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

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

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

XVI.
INTERNATIONAL SIMULCASTING

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

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

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

XVII.
INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2021 Meets for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

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

- i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.
- ii. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

iii. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

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

A. Providers shall be required to undergo an annual parimutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

B. Providers shall be required to provide an end of meet parimutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:

I. Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen’s organization, and provided to CHRIMS prior to the opening of each California race meet;

II. For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen’s organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

III. Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

IV. Provider shall disclose and provide true, complete, and correct copies of the industry accepted “TRA Data File” and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, Provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen’s organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

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

b. Remit to CHRIMS a monthly data fee of \$2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. Said data fee paid by Provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of Provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XVIII. INTERSTATE ADVANCED DEPOSIT WAGERING

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2021 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 2021 Meets as follows:

18.1 Approved ADW providers “broadcast partners” agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as

compensation for the broadcast or televising of races conducted at TRACKS during their 2021 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

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

18.3 Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

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

- A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, out-of-state residents on California horse races;
- B. Providers shall be required to provide an end of meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;
- C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:
 - i. Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;
 - ii. Provider shall disclose and provide true, complete, and correct copies of the industry accepted “TRA Data File” and the California Account Wagering File pertaining to wagers placed by out-of-state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

of such wagers. Additionally, if requested to do so, 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 provider shall disclose and provide true, complete, and correct copies of said file, pertaining to wagers placed by out-of-state residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,
- iv. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- v. Provider shall each remit to CHRIMS a monthly data fee of \$2,000.00. Said data fee paid by 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.

XIX. FIRE AND DISASTER INSURANCE

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

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

TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or other 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 writing signed by all parties.

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

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

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

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

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

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

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

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

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

21. CARF and TOC agree that it is the express intent of both parties in entering into this Horsemen's Agreement that CARF will conduct live Thoroughbred racing at Pleasanton, Cal Expo at Pleasanton, Humboldt and Fresno for each week of their - fair meets June 16th – Oct. 19th,

2021 (the "Summer Meet"). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling \$315,000 then the parties shall both support reviewing the rationale for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participate in a boycott against racing is not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold an emergency dates hearing, or on any CHRB vote in the event such an emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: _____

Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.



4/30/21

Dated: _____

Mary Forney, Executive Director

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	Katherine Ziemer General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

ATTACHMENT B

2021 Northern California Fair Circuit Stakes Schedule



June 26 Saturday	Pleasanton	S E'S A T I E R S T A E S \$75,000 Guaranteed Closes: Sat., June 19	F&M 3YO & Up	8.5 Furlongs
July 3 Saturday	Pleasanton	OAK TREE SPRINT \$75,000 Guaranteed Closes: Sat., June 26	Open 3YO & Up	6 Furlongs
July 10 Saturday	Pleasanton	EVERETT NEVIN STAKES \$75,000 Guaranteed Closes: Sat., July 3	Open 2YO	5.5 Furlongs
July 24 Saturday	Pleasanton Sacramento	GOVERNOR'S STAKES \$75,000 Guaranteed Closes: Sat., July 17	F&M 3YO & Up	6 Furlongs
August 29 Sunday	Ferndale	C.J. HINDLEY HUMBOLDT COUNTY MARATHON \$20,000 Guaranteed Closes: Sun., August 22	Open 3YO & Up	13 Furlongs
October 9 Saturday	Fresno	HARRIS FARMS STAKES (CAL-BRED) Golden State Series \$75,000 Guaranteed (includes \$25,000 from CTBA) Closes: Sat., October 2	Open 3YO & Up	6 Furlongs
October 17 Sunday	Fresno	THE BULLDOG STAKES \$75,000 Guaranteed Closes: Sun., October 10	Open 3YO & Up	9 Furlongs

updated: April 23, 2021

* Subject to approval from the Thoroughbred Owner's of California and California Horse Racing Board.

ATTACHMENT C PURSE SCHEDULE

2021 PURSES & CATEGORYS				
Category	Claiming	Condition	2021 fairs	2021 Ferndale
Allowance		Open or Cond	33,000	9,000
Allowance		NW x 1	27,000	
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	
Alw/Opt Claiming	\$80,000	NW x 3	29,000	
Claming	\$2,000	Open or Date		4,000
Claming	\$2,500	Open or Date	8,000	6,000
Claming	\$3,200	NWX2/Clause	9,000	7,000
Claming	\$3,200	Open or Date	9,000	7,500
Claming	\$4,000	NW2/Lifetime	9,000	6,500
Claming	\$4,000	NW3/Lifetime	9,500	7,000
Claming	\$4,000	NW4 or Date	10,000	7,500
Claming	\$4,000	Open or Date	10,500	8,000
Claming	\$5,000	NW2/Lifetime	9,500	
Claming	\$5,000	NW3/Lifetime	9,500	
Claming	\$5,000	NW4 or Date	11,000	7,800
Claming	\$5,000	NWX2/Clause	10,500	8,000
Claming	\$5,000	Open or Date	11,000	8,500
Claming	\$6,250	NW2/Lifetime	10,000	7,000
Claming	\$6,250	NW3/Lifetime	10,000	
Claming	\$6,250	NW4 or Date	11,000	8,500
Claming	\$6,250	Open or Date	12,000	8,500
Claming	\$8,000	NW2/Lifetime	10,000	
Claming	\$8,000	NW3/Lifetime	10,500	
Claming	\$8,000	NW4 or Date	12,000	8,800
Claming	\$8,000	Nw2x/Clause	11,500	8,800
Claming	\$8,000	Open or Date	12,000	9,000
Claming	\$10,000	NW2/Lifetime	10,500	
Claming	\$10,000	NW3/Lifetime	10,500	
Claming	\$10,000	Open or Date	14,000	
Claming	\$12,500	NW2/Lifetime	11,000	
Claming	\$12,500	NW3/Lifetime	11,000	
Claming	\$12,500	Nw2x/Clause	13,000	
Claming	\$12,500	Open or Date	15,000	
Claming	\$16,000	NW2/Lifetime	12,000	
Claming	\$16,000	NW3/Lifetime	12,500	
Claming	\$16,000	Open or Date	17,000	
Claming	\$20,000	NW3/Lifetime	14,000	
Claming	\$20,000	Nw2x/Clause	18,000	
Claming	\$20,000	Open or date	20,000	
Claming	\$25,000	NW2/Lifetime	15,000	
Claming	\$25,000	Open or Date	23,000	
Claming	\$32,000	Open or Date	24,000	
Claming	\$40,000	Open or Date	25,000	
Claming	\$50,000	Open or Date	26,000	
Claming	\$62,500	Open or Date	26,500	
Claming	\$80,000	Open or Date	27,000	
Maiden Claiming	\$5,000		8,500	6,000
Maiden Claiming	\$8,000		9,500	6,500
Maiden Claiming	\$12,500		10,000	
Maiden Claiming	\$16,000		11,000	
Maiden Claiming	\$20,000		13,000	
Maiden Claiming	\$25,000		14,000	
Maiden Claiming	\$32,000		15,000	
Maiden Claiming	\$40,000		16,000	
MDN ALW			26000	
Starter Allowance	2500			7000
Starter Allowance	\$4,000		11000	8500
Starter Allowance	6250		13000	9000
Starter Allowance	8000		14000	
Starter Allowance	12500		15,000	
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	17,000	
Overnight Stakes			75,000	

ATTACHMENT D
AUXILIARY TRAINING FACILITIES

Sacramento will be open as an auxiliary training facility for CARF and SCF racing during the period from June 15, 2021 to July 27, 2021. During this period, the track will be open for training on the basis of six (6) days a week but may be adjusted by the Stabling & Vanning Committee. Sacramento will be reimbursed the expenses of operating as an auxiliary training facility pursuant to CARF guidelines.

Stalls at auxiliary training facilities will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction, but may be adjusted by the Stabling & Vanning Committee.

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

**ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT**

N/A

ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

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

To be provided.

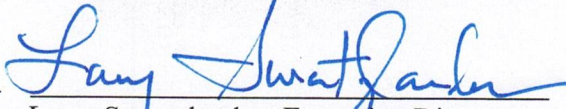
**ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY**

See Attached.

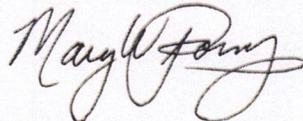
2021 (the "Summer Meet"). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling \$315,000 then the parties shall both support reviewing the rationale for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participate in a boycott against racing is not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold an emergency dates hearing, or on any CHRB vote in the event such an emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: 5/1/21 _____ 
Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

4/30/21
Dated: _____ 
Mary Forney, Executive Director

2021

RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

PACIFIC COAST QUARTER HORSE

RACING ASSOCIATION, INC.

AGREEMENT

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

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

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of **2021**. 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).

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.

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.

(b) 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.

PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(c) 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 owner's 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.

If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse increases for the 2018 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, (b) submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

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.

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 **March 31, 2021**, 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.

11. (a) TRACK shall make available to Quarter Horse owners/trainers a number of stalls representing the proportion of scheduled Quarter Horse to the total of all races scheduled in **2021**. If such stalls are not available, TRACK shall pay vaning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS for Quarter Horse horses entered to race. TRACK shall make its stalls available to horsemen at least 5 days prior to opening day. Horsemen shall submit stall applications at least 14 days prior to the commencement of each race meet at TRACK. If portable stalls are used, water and electricity shall be provided in the area where the stalls are located.

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

(b) 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.

(c) 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 **May 1, 2021** for free stabling.

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

(e) 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.

(f) 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.

12. 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.

13. 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 **2021** or as retro-active money. In addition, TRACK will not pay a starter 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 starter 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 **2021** 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.

14. 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.

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

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

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

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

16. 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.

17. 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.

DATE 4/1/21

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

BY: [Signature]

PCQHRA
P. O. Box 919
Los Alamitos, CA 90720

DATE 4/1/21

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY: [Signature]

On behalf of the TRACKS listed
Attachment "A"
1776 Tribute Road, Suite 205
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Richard Conway Director of Racing	1250 5 th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	John Alkire CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX "B"
2019 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

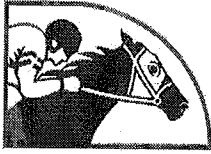
Jack Robinson Handicap – 47th Running \$8,000 Guaranteed
Three-Year-Olds and Upward - 350 Yards

California State Fair

The Jack Clifford –22nd Running \$8,000 Guaranteed
For Three Year Olds & Upward - 350 Yards

Big Fresno Fair

Fresno Quarter Horse Futurity-28th Running \$8,000 Guaranteed
For Two-Year-Olds - 350 Yards



Pacific Coast Quarter Horse Racing Association

April 1, 2021

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

RE: 2021 California Authority of Racing Fairs ADW Approvals

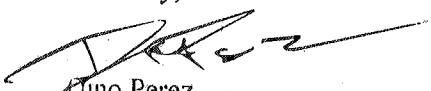
Dear Larry,

This is to confirm that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2021 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Watch and Wager, Bet America, TVG, Xpressbet,

TwinSpires and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is PCQHRA's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.
Please feel free to contact me if you have any questions.

Sincerely,


Dino Perez
General Manager

**2021
RACING AGREEMENT**

BETWEEN

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

AND

THE ARABIAN RACING ASSOCIATION OF CALIFORNIA

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Appendix "A" (hereafter "TRACK"), and the ARABIAN RACING ASSOCIATION OF CALIFORNIA, INC. (hereafter "ARAC").

1. The purpose of this Agreement is to provide for the payment by TRACK to Arabian horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Arabian racing at TRACK'S 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 Arabian horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2020.

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 Arabian racing at fair race meetings, TRACK is licensed to do so by the California Horse Racing Board (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).

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 ARAC for the matters specified in this Agreement.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, its members' agents, employees and officials during the term of the Agreement.

(b) ARAC is a horsemen's organization representing horse owners and trainers of Arabian 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.

ARAC warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon ARAC members. Any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK, will also be bound by this Agreement and ARAC will use its best efforts to ensure such compliance...

(c) 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, Chapter 4.

(d) The parties agreed that ARAC'S representative capacity and authority to contract is for the year 2021 only.

4. TRACK shall pay in stakes and purses a sum in lawful money of the United States equal to the amount specified in Section 19614 and 19614.1 of the Business and Professions Code and Sections 19605.7 (b), (c), (e), (h), 19606, 19606.3 and 19606.4 plus the additional sum representing "exempt" breakage as defined in Business and Professions Code 19491, 19491.5 and 19606.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of 10 percent (10%), of earned purses payable to ARAC within 15 days of the close of the meet, as and for the administrative expense of ARAC for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the race meet, if TRACK has incurred an underpayment to Arabian horsemen less than \$5,000, such amount shall be carried over to the next race meeting.

7. Pursuant to Section 19543 of the Business and Professions Code, TRACK shall schedule Arabian horse racing as set forth in their 2021 license applications or as approved by the CHRB. In consideration of ARAC'S undertakings hereunder. TRACK will consider additional Arabian races as conditions warrant and at the discretion of the Racing Secretary.

8. Cal-Bred Owner'S Premiums and Awards shall be paid pursuant to the Horse Racing Law.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of ARAC 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 Arabian racing at the race meet be settled by them by negotiation and consultation. To that end, the parties shall meet and confer as may be necessary.

In order to facilitate the racing of Arabian horses, ARAC shall:

(a) Make best effort to provide a representative be present at each TRACK prior to and during the racing of Arabian horses that shall be authorized to act for and on behalf of Arabian horsemen in all matters pertaining to this Agreement. TRACKS shall cooperate with ARAC in writing the conditions of the races provided herein, so as to properly accommodate a full season of racing.

(b) An onsite representative is at the discretion of the ARAC.

(c) In the event additional purse money is required to pay purses larger than for which funds are available at TRACK, or for new or additional races, if any, ARAC shall deposit such funds with TRACK not less than 10 days prior to the race meet. If necessary, ARAC shall provide funds for all stakes races at any TRACK where stakes have been agreed. Failure to provide funds required by this Agreement may result in cancellation of the race.

(d) Make its best effort to ensure that race meet fields or horses are not less than seven (7) in which event TRACK may cancel race, if approved by the stewards.

(e) All races will be placed in the beginning of the program.

(f) Apply for allocated stall space (paragraph 11) no less than 20 days before the TRACK'S opening day of racing. TRACK will assign stalls to only eligible horse 10 days before the meet opens at the Racing Secretary's discretion. Stalls not applied for or not filled will be reassigned, at TRACK'S discretion.

(g) 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.

(h) Notify its membership, on a timely basis, of the provisions of this Agreement.

11. TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet. The Pleasanton Track will be open on 4 May for stabling. The track will open when sufficient horses are on site to merit opening it.

12. 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%; Eighth Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in 2020 or as retroactive money. In addition, TRACK will not pay a starter fee, out of state ship in funds and each fair racing secretary will insert the following statement in the condition book at each respective fair: "Winners of \$1500 or less (net) to include maidens not considered." 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.

13. TRACK will provide no funds for stakes races. All Overnight purses will be \$6,000. Any supplements for stakes will be \$6,000 also. This applies to Pleasanton, Sacramento and Fresno. HCF purses will remain at the levels of 2019. If Overnight purses generated exceed purses paid out purses will be adjusted accordingly.

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

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 ARAC and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees 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 Appendix "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of ARAC and the TRACKS. Appendix "B" lists the contacts for ARAC.

DATED _____

ARABIAN RACING
ASSOCIATION OF CALIFORNIA, INC.

BY _____

Cory Soltau, Chairperson

Address:

DATED _____

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY _____

Larry A. Swartzlander
On behalf of the TRACKS listed in
Appendix "A"

Address:

240 Joseph Lane
Pleasanton, CA 94588

California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

APPENDIX "A"

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

2021
RACING AGREEMENT
BETWEEN
CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY
FAIR)
AND
THE ARABIAN RACING ASSOCIATION OF CALIFORNIA

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(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 ARAC and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees 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.

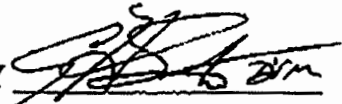
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DATED 4/23/21
ARABIAN RACING
ASSOCIATION OF CALIFORNIA, INC.

DATED 4/26/21
CALIFORNIA AUTHORITY
OF RACING FAIRS

BY

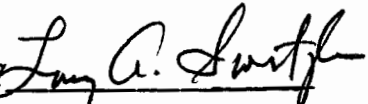


Cory Soltau, Chairperson

Address:

240 Joseph Lane
Pleasanton, CA 94588

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

April 21, 2025

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

RE: 2021 California Authority of Racing Fairs ADW Approvals

Dear Larry,

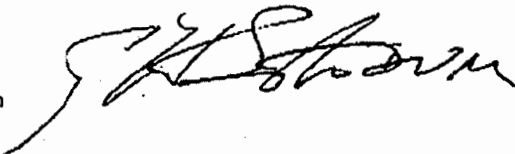
This is to confirm that the Arabian Racing Association of California (ARAC) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2020 racing season, commencing June 18, 2021 and continuing through October 17, 2021, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is ARAC's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated March 27, 2021.

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

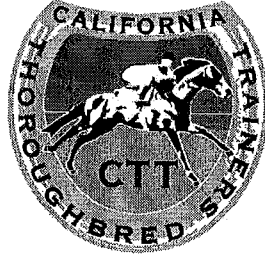
Sincerely,

Cory Soltau
Chairperson



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2021

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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2021 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

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

RECITALS

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

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

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

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

WHEREAS, TRACK and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetracks, the backstretch and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

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

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 18, 2021 through October 17, 2021, which meets are hereinafter referred to as the "2021 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2021 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 2021 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

IV. CONDITION BOOK

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2021 Meets available to horsemen at least 10 days prior to opening day.

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

V. STALL APPLICATIONS

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

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

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

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

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

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

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

VI. STALL ASSIGNMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have 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 2021 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 2021 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 2021 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 2021 Meets.

VII.

DISPUTE RESOLUTION

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

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

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

- (a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.
- (b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.
- (c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.
- (d) Criminal complaints alleging violations involving animal health and safety.
- (e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.
- (f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.
- (g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

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

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

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

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the

prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

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

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

VIII. HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2021 Meets.

IX. FIRST POST TIME

All Post times for the 2021 Meets must be submitted for approval of the CHRB in TRACK's initial application for license.

X. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XI. ACCESSIBILITY TO TRACK

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

XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2021 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 2021 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 2021 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 2021 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

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

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main TRACK during the 2021 Meets and while the main TRACK is open for training preceding and following the 2021 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

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

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

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

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

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

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

case including a driver and at all times in compliance with any rule, regulation or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol.

TRACK agrees, while horses are stabled at TRACK during its 2021 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 2021 Meets, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic

closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVI. TRAINERS' PROPRIETARY RIGHTS

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

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

XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations,

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

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

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

XVIII. CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the TRACK is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XIX. TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2021 Meets and shall not participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XX. MUTUALITY

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

thoroughbred racing by conducting racing on the highest possible plane through maintenance of the high standards of fairness, inclusion, communication, and honesty.

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

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXI. DEFAULT

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

XXII. EXCHANGE WAGERING

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

XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2021 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures and remediation recommendations. TRACK

agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK or the California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S or the California Horse Racing Board's possession, custody, or control. TRACK and CTT mutually agree to grant authorization to each other to obtain and have released any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, each other, or other entity or party. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2021 Meets.

XXIV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

XXV. SUCCESSORS AND ASSIGNS

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

XXVI. MODIFICATIONS

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

XXVII. RESERVATION OF RIGHTS

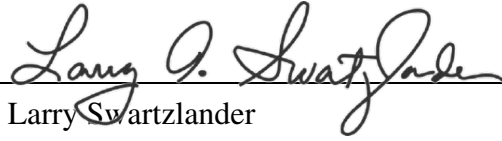
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall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

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

5/18/21

Dated:



Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

May 18, 2021

Dated:



Alan F. Balch
Executive Director

EXHIBIT A

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



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calairs.com

March 25, 2021

The following matters are agreed to as of March 25, 2021 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 2021 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 18, 2021 and continue through October 17, 2021.
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: Greg Avioli

Name: Greg Avioli

Title: President & CEO

California Thoroughbred Trainers

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

The California Authority of Racing Fairs

By: Larry A. Swartzlander

Name: Larry A. Swartzlander

Title: Executive Director

Exhibit A

CARF Member Fairs Furosemide Protocol

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

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

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

8. As it relates to all horses that are entered to race on any given day and that are either stabled at a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

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

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

Exhibit B

Medication Administration Protocol

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

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

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

iii. Furosemide dose.

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

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

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

- i. Name of horse.
- ii. Name of trainer.
- iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to CHRB.

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

Exhibit C

Race Day Furosemide Administration by CARF Member Fairs Furosemide Veterinarians

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

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

Exhibit D

Protocol Prior to Medication Administration

Furosemide Coordinator Duties:

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

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

Exhibit E

Staffing Requirements for CARF Member Fair Lasix Program

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

23. CERTIFICATION BY APPLICANT

statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

Katherine Ziemer

Print Name

Katherine Ziemer

Signature

Fair Administrator

Print Title

May 17, 2021

Date

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION II (T) AT GOLDEN GATE FIELDS, COMMENCING AUGUST 12, 2020 THROUGH OCTOBER 6, 2020

Regular Board Meeting
July 21, 2021

ANALYSIS:

Pacific Racing Association II (PRA II) filed its application to conduct a thoroughbred horse racing meeting at Golden Gate Fields (GGF) August 25, 2021 through October 5, 2021 or 23 days; nine fewer days than 2020. PRA II proposes to race a total of 194 to 242 races, or 8.43 to 10.52 races per day. Live racing will commence August 26, 2021 through October 3, 2021. In 2020, PRA II ran 8.68 races per day with an average of 6.87 runners per race. The average daily purse for the 2020 race meeting was \$182,104. The (estimated) average daily purse for this meet is \$172,666.

August 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
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 2021						
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						

- Racing Thursday through Sunday with the exception of Monday, September 6, 2021, Thursday, September 2, 2021, and Thursday, September 9, 2021.
- 7 to 9 races on weekdays, 9 to 11 races on weekends and Monday, September 6, 2021.
- First post 1:45 p.m. daily
 - Request the option to change post times to coordinate north/south signals.
- Wagering program will use California Horse Racing Board (Board) and Association of Racing Commissioners International (ARCI) rules.

PRA II requests to use a modified version of ARCI rule for the Pick 6 contest. PRA II also requests to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

Alternate Wagering Interest

PRA II requests that the Board allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched. Pursuant to [ARCI 004-105\(G\)\(4\)](#), the Association must receive authorization from the Board to allow patrons to select an alternate wagering interest.

Pick 6

PRA II requests to use an alternative definition of “unique” to govern the Pick 6 payout. Pursuant to ACRI 004-105(G)(2)(g), PRA II is required to identify which definition of “unique” under ARCI 004-105(G)(16)(b) they will use to govern the Pick 6. Under the ARCI model rule there are only two possible definitions for “unique”. PRA II is requesting an alternative definition which is not referenced in the ARCI model rule or in the CHRB’s rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed PRA II definition.

PRA II also requests a change to the ARCI model rules during instances of late surface changes. PRA II requests that on any day in which a surface change after the Pick 6 pool has closed, the race(s) are declared a “Win All,” not a “no contest.” Also, PRA II requests that on any day in which there is a surface change after the Pick 6 pool has closed, the payout distribution in ARCI 004-105(G)(2)(g) be used. If there is no unique ticket, the entire day’s net pool be paid to ticketholders who correctly selected the most first-place finishers in the Pick 6 contests. Under ARCI 004-105(G)(1), the Board has the authority to approve these requested changes.

- Additional Wagering Information
 - Early wagering will not be offered.
 - \$2 Win, Place, and Show parlay available on every eligible race. The wager must combine at least two but not more than six races.
 - \$1 Exacta on all eligible races.
 - \$.50 Trifecta on all eligible races.
 - \$.10 Superfecta on all eligible races.
 - \$2 Daily Double; requests 20% takeout rate.
 - \$.50 Pick 3.
 - \$.50 Pick 4 on races 2-5 and last four races; No consolation; 100% payout; Alternate runner provision.
 - \$.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; requests 14% takeout rate.
 - \$.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.
 - \$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).
 - \$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Payout distribution will be in accordance with ARCI 004-105(G)(2)(g):
 - The net pool and any carryover will be paid to the unique winning ticket holder who selected all the first-place finishers.
 - If there is no unique winning ticket, the minor share of the pool will be distributed to those who selected the greatest number of first-place finishers, and the major share will be added to the carryover.
 - If there is no correct selection of at least one first-place finisher, the day’s net pool will be refunded, and any previous carryover pool will be carried over to the next scheduled corresponding pool.

- The dates designated for distribution of the carryover pool are: Mandatory payout on closing day, October 3, 2021 for the period of August 26, 2021 through October 3, 2021. Additionally, PRA II requests 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 seven days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.
- [Business and Professions Code \(BPC\) section 19464\(b\)](#) specifies no application for license to conduct a horse racing meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of \$100,000, or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee's 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 that all payments are made. In the event of a dispute over the amount owed, the dispute shall be resolved through the grievance procedures set forth in the labor agreement of the union representing the class of employees affected.

This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years.

PRA II initial race meeting was conducted after 2001. Therefore, it is subject to the provisions of the BPC section 19464(b).

Pursuant to BPC section 19464(b) PRA II is required to submit a \$100,000 surety bond payable to the Treasurer of the State of California to ensure payment of employee wages and benefits. The PRA II \$100,000 surety bond currently on file is valid through August 17, 2021.

- The Advance Deposit Wagering (ADW) providers are Xpressbet, TVG, TwinSpines, Bet America, and NYRABets.

Pursuant to [BPC section 19604](#), specific provisions must be met before an ADW provider can accept wagers.

Summary of BPC section 19604

*To accept wagers on races **conducted in California** from a resident of California.*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- 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.

*To accept wagers on races **conducted outside of California** from a resident of California.*

- The ADW provider must be licensed by the Board.
- 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 wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

Documents received in compliance with BPC section 19604:

- XpressBet LLC. dba XpressBet.com has submitted all documents required in compliance with BPC section 19604.
 - ODS Technologies, L.P. dba TVG Network has submitted all documents required in compliance with BPC section 19604.
 - NYRAbets, LLC has submitted all documents required in compliance with BPC section 19604.
 - Churchill Downs Technologies Initiatives Company, dba TwinSpires has submitted all documents required in compliance with BPC section 19604.
 - Churchill Downs Technologies Initiatives Company, dba BetAmerica has submitted all documents required in compliance with BPC section 19604.
- Request Darrell Sparks be appointed horse identifier pursuant to [Board Rule 1525](#), Racing Officials Appointed by the Board.
 - Track safety inspection has been requested and will be completed before the race meeting begins.
 - Inspection of backstretch worker housing has been requested and will be completed before the race meeting begins.
 - The turf course inner and outer railings are PVC by Duralock. The approximate height of the top of the inner railing is 50 inches high. This is different from the 2019 race meet application which cited metal gooseneck by Fontana Safety Rail at 42 inches high.
 - Simulcasting in Southern California only.

The PRA II application indicates that it will be conducting simulcast wagering with southern California satellites only. The present application, as submitted, envisions the elimination of satellite wagering opportunities at all northern locations. Each of these locations are in northern California, meaning that the PRA II application intends for there to be no satellite wagering in northern California during their race meet.

Staff views this portion of the application to be impermissible based on applicable laws and regulations.

Specifically, [BPC section 19608](#) requires an association which makes more than 1.5 million in daily average handle, to make its audiovisual signal available to authorized satellite wagering facilities. [BPC section 19619.6](#) requires that every association that provides its live audiovisual signal also accept wagers from the satellite wagering facilities. Moreover, [Board Rule 2058\(e\)](#) which addresses the duties of a racing association offering simulcast wagering, states that all wagers made available by a host association shall be made available to all simulcast facilities.

As stated, staff views PRA II's application requesting to offer simulcast wagering to southern California satellites only, to be in conflict with the provisions mentioned above. Furthermore, the California Superior Court, on February 6, 2020 issued a Notice of Ruling confirming that the Board's interpretation of the relevant statutes and regulations is correct.

At the June 16, 2021 meeting, the Board approved an agreement between PRA II and the Thoroughbred Owners of California (TOC) pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, regarding entry conditions and specified drug substances or

medications to be implemented by the PRA II at the Golden Gate Fields Racetrack for their July 21, 2021 through August 3, 2021 race meet. As a result, an additional agreement pursuant to CHRB Rule 1581 has not been obtained for this meet.

Specific information **still needed** to complete this application includes:

1. California Thoroughbred Trainers (CTT) race meet agreement.
2. Agreements with all licensed northern California satellites.
3. Agreements from the appropriate racing associations pursuant to BPC sections [19596.2](#) and [19596.3](#), contingent upon PRA II obtaining a simulcasting agreement with Hong Kong.

Specific information which will need updating during the proposed race dates:

1. Bond [expires August 17, 2021]

RECOMMENDATION:

If the application is considered for approval, staff recommends that the approval be contingent upon the submission of the outstanding items.

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 associations contact person: **Pacific Racing Association II**
1100 Eastshore Highway
Berkeley, CA 94710
Phone (510) 559-7300 Fax (510) 527-5622
david.duggan@goldengatefields.com
- B. Breed of horse: TB QH H
- C. Racetrack name: **Golden Gate Fields**
- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. **N/A**
- 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. **On file; valid August 17, 2020 through August 17, 2021. Will forward to board upon renewal.**

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, which 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, which 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 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: **August 25, 2021 through October 5, 2021**
- B. Actual dates racing will be held: **August 26-29, September 3-6; 10-12; 16-19; 23-26, and 30-October 3**
- C. Total number of days or nights of racing: **23 days**

Application received:
Deposit received:
Reviewed:

CHRB CERTIFICATION

Hearing date:
Approved date:
License number:

- D. Days or nights of the week races will be held:
 Wed - Sun Tues - Sat Other (specify)
- E. Number of days or nights of racing per week: **4 days per week**
Racing Thursdays through Sundays
Exceptions:
Racing on Monday 9/6/21
Dark day: Thursday 9/09/21
Dark Day: Thursday 09/02/202

3. RACING PROGRAM

- A. Total number of races: **194-242**
- B. Number of races for each day or night:
 - **7 – 9 races on weekdays**
 - **9 – 11 races on weekends/holiday**
- C. Total number of stakes races: **1**
- 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. Attached
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. Attached
 2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes). None
 3. Identify the stakes races listed under item D.1. that have been dropped or deleted, and the reasons the stakes were dropped or deleted. None
- E. Will provisions be made for owners and trainers to use their own registered colors?
 Yes No If no, what racing colors are to be used:

PRA II /GGF SUMMER 2021
(August 25 – October 5, 2021)
STAKES SCHEDULE
ATTACHMENT 3D

ROLLING GREEN
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Overnight Stakes
Three Years Old and Upward
1 1/16 Turf
Monday, September 6, 2021

PRA II /GGF SUMMER 2020
(June 14 – October 20, 2020)
STAKES SCHEDULE
ATTACHMENT 3D

ROLLING GREEN
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Overnight Stakes
Three Years Old and Upward
1 1/16 Turf
Monday, September 7, 2020

PRA II /GGF SUMMER 2019
(August 15 – September 29, 2019)
STAKES SCHEDULE
ATTACHMENT 3D

ROLLING GREEN
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Overnight Stakes
Three Years Old and Upward
1 1/16 Turf
Monday, September 2, 2019

F. List all post times for the daily racing program:

Race Number	Post Time Daily
1st	1:45 p.m.
2nd	2:15 p.m.
3rd	2:45 p.m.
4th	3:15 p.m.
5th	3:45 p.m.
6th	4:15 p.m.
7th	4:45 p.m.
8th	5:15 p.m.
9th	5:45 p.m.
10 th when applicable	6:15 p.m.
11 th when applicable	6:45 p.m.

*** Post times may change in order to coordinate North/South signals.**

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 ll 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. **Addendum on file with the Board**

C. CORPORATION

- Registered name of the corporation: **Pacific Racing Association II**
- State where incorporated: **California**
- Registry or file number for the corporation: **3481225**
- Names of all officers and directors, titles, and the number of shares of the corporation held by each:

Craig Fravel, President (Officer), 0 Shares
Mike Rogers, Vice President, Operations (Officer/Director), 0 Shares
Rebecca Neimark, CFO (Officer), 0 Shares
David Duggan, Vice President & General Manager (Officer), 0 Shares
Scott Daruty, Senior Vice-President (Officer/Director), 0 Shares
Greg Harnish, Secretary (Officer), 0 Shares
Eric Sindler, Assistant Secretary (Officer), 0 Shares

5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **TSG Developments Investments Inc., 100 Shares**
6. Number of outstanding shares in the corporation: **100 Shares**
7. Are the shares listed for public trading? Yes No
If yes, on what exchange and how is the stock listed:
8. Name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation: **Share register is with Laura Proniuk in corporate office (Canada); Email: Laura.Proniuk@stronachgroup.com**
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
TSG Development Investments Inc.
- A. Is parent and/or paired corporation or entity a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.
If yes, answer questions 10-17. Yes No
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 what exchange and how is the stock listed:
17. Name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation: **Not applicable**

D. LLC

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

- 11. Are the shares listed for public trading? Yes No
- 12. If yes, on what exchange and how the stock is listed: **Not applicable**

E. OTHER

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

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: **(On file with the board).**
 - 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 years race meeting and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity: to include the changes of the applicants’ 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 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

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

G. MANAGEMENT AND STAFF

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

- Craig Fravel, President**
- Scott Daruty, Senior Vice President**
- Mike Rogers, Vice President, Operations**
- Greg Harnish, Assistant Secretary**
- Rebecca Neimark, Chief Financial Officer**
- David Duggan, Vice President & General Manager**
- Eric Sindler, Assistant Secretary & General Counsel, California Racing Operations**
- William Rizzuto, Assistant General Manager**
- Cynthia Seidl, Senior Manager of Administration**
- Cindy Medina, Assistant Controller**
- Doug Gooby, Mutuel Manager**
- Nadia Osborn, Director of Marketing**
- Matt Dinerman, Announcer**
- Juan Meza, Track Superintendent**
- Steve Martinelli, Price Maker**

William Vassar, Track Photographer
David Seftel, M.D., Track Physician

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

David Duggan
Vice President and General Manager
1100 Eastshore Hwy
Berkeley, CA 94710
david.duggan@goldengatefields.com

5. TAKE OUT PERCENTAGE

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

Yes No

Wager(s) to be adjusted: **Pick 5** Proposed percentage: **14%**
Daily Double **20%**

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 10 percent nor more than 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

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

Year	Handle	Attendance
2020 (08/13-10/18/20)	\$ 5,394.00.00	No Fans (37 live race days)
2019 (8/15 -9/29/19)	\$ 8,172,477.00	42,972 (28 live race days)
2018 (8/23 – 9/30/18)	\$ 7,683,445.12	41,235 (24 live race days)
2017 (8/24 – 9/17/17)	\$ 5,167,568.00	28,433 (16 live race days)
2016 (8/19 – 9/18/16)	\$ 6,000.287.10	33,827 (19 live race days)

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

- A. Purse distribution: *Prior meet represents August 12, 2020 through October 20, 2020 (36 race days):*

Golden Gate Fields

May 10, 2021

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

Dear Scott:

Pursuant to California Business and Professions Code section 19601.01, Pacific Racing Association (PRA), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA II summer race meet, August 26 through October 3, 2021 all inclusive.

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

For reference, the Pick 5 and Rolling Daily Doubles are noted on PRA's II license application in Section 5A.

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

Sincerely,



David Duggan
Vice President & General Manager



May 22, 2021

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

RE: Golden Gate Fields 2021 PRA II Summer Race Meet

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the "Players Pick-5" on the first five (5) races of the day subject to a 14% takeout during its PRA II Summer meet from August 25 – October 5, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Eric Sindler
Cynthia Seidl

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA LIAISON: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON



May 22, 2021

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

RE: Golden Gate Fields 2021 PRA II Summer Race Meet

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of "Rolling Doubles" wagers, subject to a 20% takeout, on each racing day of its PRA II Summer meet from August 25 – October 5, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Eric Sindler
Cynthia Seidl

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA LIAISON: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON

1. All races other than stakes:
Current meet estimate: **\$ 3,587,300**
Prior meet actual: **\$ 5,978,900**

Average Daily Purse (7 A1 ÷ number of days):
Current meet estimate: **\$ 155,970**
Prior meet actual: **\$ 166,081**

2. Overnight stakes:
Current meet estimate: **\$ 50,000**
Prior meet actual: **\$ 50,000**

Average Daily Purse (7 A2 ÷ number of days):
Current meet estimate: **\$ 2,174**
Prior meet actual: **\$ 1,389**

3. Non-overnight stakes: **\$ 0**
Prior meet actual: **\$ 0**

Average Daily Purse (7 A3 ÷ number of days):
Current meet estimate: **\$ 0.00**
Prior meet actual: **\$ 0.00**

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

Current meet estimate: **\$ 3,637,300**
Prior meet actual: **\$ 6,028,900**

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
Current meet estimate: **0%**
Prior meet actual: **0%**

Average Daily Purse (7 B1 ÷ number of days):
Current meet estimate: **0%**
Prior meet actual: **0%**

- C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):
Current meet estimate: **\$ 251,097**
Prior meet actual: **\$ 411,079**

- 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:

TOC (NTRA contribution) \$ 3,510
TOC \$ 31,764
CTT (Administration) \$ 31,764
CTT (Pension) \$ 15,882
Total \$ 82,920

Prior meet actual:

TOC (NTRA contribution)\$ 3,559
TOC \$ 44,883
CTT(Administration) \$ 44,883
CTT (Pension) \$ 22,442
Total \$ 115,767

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

Current meet estimate: **\$ 3,971,317**

Prior meet actual: **\$ 6,555,746**

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

Current meet estimate: **\$ 172,666**

Prior meet actual: **\$ 182,104**

- 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: **\$ 2,484,504**

Prior meet actual: **\$ 3,629,035**

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

Current meet estimate: **\$ 108,022**

Prior meet actual: **\$ 100,807**

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

Current meet estimate: **\$ 1,135,717**

Prior meet actual: **\$ 2,346,116**

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

Current meet estimate: **\$ 49,379**

Prior meet actual: **\$ 65,170**

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

ON FILE

- I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:
Bowen & McBeth, 10722 Arrow Route, Suite 110, Rancho Cucamonga, California 91730, (909) 944-6465; email: craigbmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: **1,500**
- B. Minimum number of stalls believed necessary for the meeting: **1,500**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: **N/A**
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: **N/A**
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site. **N/A**

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): **1,405**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall: **N/A**
- H. 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 during racing for the association and auxiliary sites: **Attached**
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. **Attached.**

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 (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of

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

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

A.

<u>VETERINARIAN</u>	<u>EMERGENCY CONTACT #</u>
Dr. Casille Batten	510-559-7300
Dr. Ken Allison	510-559-7300
Dr. William Grantham *	510-559-7300
Dr. Kim Kuhlmann	510-559-7300
Dr. Steve Matuszak	510-559-7300
Dr. Jerry Parker	510-559-7300
Dr. Don Smith	510-559-7300
Dr. Ashton Cloninger *	510-559-7300
Dr. Kandall Cannon	510-559-7300

* Race day Lasix veterinarian

1.

<u>GOLDEN GATE FIELDS VETERINARIAN SCHEDULE</u>	
Mondays:	Closed
Tuesdays:	AM Only – TBD
Wednesdays:	AM Only – TBD
Thursdays:	AM - Dr. Casille Batten PM - Dr. William Grantham
Fridays	AM - Dr. Casille Batten PM - Dr. William Grantham
Saturdays:	AM - Dr. Casille Batten PM - Dr. Ashton Cloninger
Sunday:	AM – Dr. Casille Batten PM – Dr. Ashton Cloninger

TBD – Rotating schedule amongst list from exhibit A

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; RCI #VE

See Attached for wagering menu, bet minimum, rules, and additional wagering information

- 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. **See attached wagering menu**

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 3, 2021 for the period of August 26, 2021 through October 3, 2021. 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 seven (7) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.**

- D. List any options requested with regard to exotic wagering: **2 Tier – 70%30% split**

- E. Will "advance" or "early bird" wagering be offered? Yes No
If yes, when will such wagering begin? Specify days and time for "early bird" wagering:

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: **Am Tote effective October 26, 2015 with expiration date of October 2020 with option to extend contract to October 2025**

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

See attached wagering menu

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting:

**Xpressbet
TwinSpires
TVG
NYRABets
BetAmerica**

- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.
On file with the Board

Golden Gate Fields Wagering Menu and Information

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

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Pick 3	CHRB 1977	23.68%	\$.50 Pick 3.
PNP4 (Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5 and last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g) ¹ ; ARCI 004-105(G)(16)(b)(i) ²	23.68%	\$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).

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

² Only if the request made in the letter dated May 26, 2021 is denied.



May 26, 2021

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

Re: Rainbow Pick 6 and Mandatory Payout Day

Scott,

This letter is in regards to Pacific Racing Association II's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of August 25, 2021 through October 5, 2021 (the "Race Meet Application").

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

Definition of Unique

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

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) Contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above."

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

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

Late Surface Change

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

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

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

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

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

Sincerely,



Eric Sindler

C. Have the contract/agreements been approved by the respective horsemen’s groups?

Yes No

If yes, attach a copy of the approval. **On file with the Board.**

If no, explain the status of the approval.

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

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: **N/A**
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
N/A
- C. California simulcast facilities the association proposes to offer its live audiovisual signal: **Attached (Southern California only)**
- 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 mini-simulcast 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 whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”: **Attached.**

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 which 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 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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May 28, 2021

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

RE: PRA II 2021 Summer Race Meeting (August 25 – October 5, 2021) ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Golden Gate Fields (PRA II) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering (“ADW”) of the Race Meet Agreement between TOC and PRA II, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, PRA II shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpines, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA II and other Thoroughbred races during the 2021 summer race meetings, August 25 through October 5, 2021 as follows:

1. California wagering on PRA races:

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

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA LIAISON: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON

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

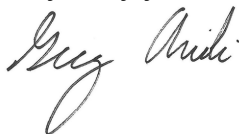
- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee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

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

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

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

Very truly yours,



Greg Avioli, President & CEO

cc: Tom Varela, Cynthia Seidl

Pari-Mutuel Satellite Supervisor Contact List - Day Meets

Southern California Locations:

Location	Bakersfield-Firehouse	Location	OC Tavern Sports Bar and Grill
Address	7701 White Lane	Address	2369 S. El Camino Real
City	Bakersfield, CA 93307	City	San Clemente, CA 92672
Location	Bonita-58 Flat	Location	Original Roadhouse Grill / Santa Maria
Address	4110 Bonita Road	Address	1423 S. Bradley Road
City	Bonita, CA 91902	City	Santa Maria, CA 93454
Location	Cabazon-Fantasy Springs Casino	Location	Sammy's Original
Address	84-245 Indio Springs Drive	Address	23221 Lake Center Drive
City	Indio, CA 92201	City	Lake Forest, CA 92630
Location	Commerce Casino Racebook	Location	Santa Anita
Address	6131 East Telegraph Road	Address	285 W. Huntington Drive
City	Commerce, CA 90040	City	Arcadia, CA 91007
Location	Fairplex Park	Location	Santa Clarita
Address	2201 North White Avenue	Address	21615 W. Soledad Canyon Road
City	Pomona, CA 91768	City	Saugus, CA 91350
Location	Hollywood Park	Location	Striders
Address	3383 W. Century Blvd.	Address	100 Harbor Drive, Suite 100
City	Inglewood, CA 90303	City	San Diego, CA 92101
Location	Lake Elsinore Hotel & Casino	Location	Surfside Race Place at Del Mar
Address	20930 Malaga Road	Address	2260 Jimmy Durante Blvd
City	Lake Elsinore, CA 92530	City	Del Mar, CA 92014
Location	Lake Perris-Sports Pavillion at The Farmer's Fair	Location	Thousand Oaks -Tilted Kilt
Address	18700 Lake Perris Drive	Address	1345 E. Thousand Oaks Blvd.
City	Perris, CA 92571	City	Thousand Oaks, CA 91360
Location	Lancaster-Watch and Wager, Antelope Valley Fair	Location	Ventura-The Derby Club
Address	2551 West Avenue - H	Address	10 West Harbor Blvd.
City	Lancaster, CA 93536	City	Ventura, CA 93001
Location	Los Alamitos	Location	Victorville-San Bernardino Fair Sports Pavilion
Address	4961 Katella Avenue	Address	14800 7th Street
City	Los Alamitos, CA 90720	City	Victorville, CA 92395
Location	National Orange Show-Sports Show	Location	Viejas Casino & Turf Club
Address	930 South Arrowhead Avenue	Address	5000 Willows Road
City	San Bernardino, CA 92408	City	Alpine, CA 91901
Location	Ocean's 11	Location	Pechanga Resort and Casino
Address	121 Brooks Street	Address	45000 Pechanga Pkwy
City	Oceanside, CA 92054	City	Temecula, CA 92592

2021

2020 Golden Gate (PRA & PRA II)

Commingled Locations

AmWest Entertainment	Dover Downs	Maronas (South America)	Saratoga Harness Raceway
Amwest Accounts	Dubuque Greyhound	Maryland Jockey Club	Saratoga Bets (ADW)
Greenbrier (WV)	Elite Turf Club (1 to 12)	Maywood	Scarborough
Riders Up (SD)	Elits Park	Meadowlands	Scioto Downs
Time Out Lounge (SD)	Emerald Downs	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Evangeline Downs	Meadows The (ADW) - PA regional	Social Gaming
Arapahoe-Mile High	Evangeline Downs AWA	Millers OTB	Sol Mutual
Arma Race Club	Fair Grounds	Mobile Greyhound	Southland Greyhound
Arlington I	Fair Grounds ADW	Monmouth Park	Sports Creek Raceway
Atlantic City Racecourse	Fair Meadows	Montana OTB	State Fair (Lincoln, NE)
Balmoral	Favorites at Gloucester	Monticello	Suffolk District OTB
Balmoral ADW (BETZOTIC)	Finger Lakes	Mountaineer Park	Suffolk Downs
Bangor Raceway	Fonner	MI. Pleasant Meadows	Sunland Park
Batavia	Freehold	Nassau Regional OTB	SunRay Park & Casino
Bellor Racing	Gillespie County Fair	New Jersey Casino Assoc.	Tampa Bay Downs
Beulah Park	Global Wagering Solutions	Nevada Pari-Mutuel Assoc.	Taunton Acct Wagering
Birmingham	Bwin International Ltd.	Newport Jal Alai	Taunton Dog Track Inc.
Bluffs Run Greyhound	Intl Betting Assoc. Ltd	NJ Mobile	The Downs at Albuquerque
Buffalo Raceway	Magna Bet	Northfield	ThistleDown
Canterbury	Racabets		Toga Downs
Capital District OTB	Greenelack	Northville	Tri-State GH (Mardi Gras)
Catskills OTB	Greyhound @ Post Falls	NYRA	Turf Paradise
Charles Town Race Course	Gulf Greyhound	NYRA Account Wagering	Turfway Park
Chester Downs & Marina LLC	Gulfstream	Oaklawn	TVG Chester
Churchill Downs	Harrington Raceway	Ocean Downs	TVG Network
Club Hlipca InTurf	HarringtonBets (DE regional)	Panama	TVG Prairie
Coeur d' Alene Casino	Hawthorne Race Course	PARX	Twin River Greyhound
Colonial Downs	Hawthorne ADW	PARX Phone Bet	TwinSpires
Colonial Downs Phone Bet	Hazel Park	Penn National	TwinSpires High Volume
Columbus Raceway	Hoosier Park	Penn National Teletel	Velocity Wagering Ltd.
Connecticut OTB	Horseman's Park	Peru	Venezuela OTB
Bradley Teletheater, Bristol	Idabet	Plainridge Race Course	Vernon Downs
New Britain, Norwalk, Milford	Indiana Downs	Plainridge Telephone Wagering	WatchandWager
East Haven, Hartford, Pulnam	Clarksville/Evansville OTB	Player Management Group	Western OTB
Shoreline Star, Sports Haven	Intermountain Racing	Pocono Account Wagering	Wheeling Downs
Torrington, Waterbury	Keeneland	Pocono Downs and OTB	Will Rogers Downs
Manchester, New London	Keeneland Select ADW	Portland Meadows	Wyoming OTB
Williamantic, Sanford OTB	Kentuck Downs	Polawatomi Casino/ OTB	Wyoming Downs
John Martin's Manor Restaurant	Kentucky OTB	Prairie Meadows	XpressBet
Connecticut OTB ADW	Lebanon	Premier Turf Club	Yonkers Raceway
Coushatta Casino	Las Bols (Treasure Valley)	Presque Isle Downs	Yonkers ADW
Paragon Casino	Lewiston OTB's	Raceway Park	Youbet Group 1
Ho-Chunk Casino and Racebook	Lien Games	Racing2Day LLC	Zia Park
Mohegan Sun Casino	Chips Lounge and Casino	Racing2Day Intl. (Stan James)	123Gaming
Oneida Bingo and Casino	Howard Johnsons OTB	Remington Park	
Pony Bar Simulcast Center	Rumors OTB	Remington OTB Network	
Tote Investment Racing	Skydancer Casino OTB	Relama	
Randall James Racetrack	Lien Games ADW	Racing & Gaming Services	Separate Pool Locations
Millenium Racing	BetAmerica and Offtrackbetting	Rillito Park	Camarero (Puerto Rico)
Royal Beach Casino	Lone Star	River Downs	Caymanas (Jamaica)
Divi Carina Bay Casino	Louisiana Downs	Rockingham Park	Codere (Mexico/Spain)
Fair Chance, Winner's Circle	LVDC	Rockingham Account Wagering	MIR Books (Calleña)
Camouflage Gaming	Atlantis Paradise Casino	Ruidoso Downs	NDS Books (Nevada)
Corpus Christi Greyhound	Avatar Ventures	Running Aces Harness Park	Tabcorp (Australia)
Delaware	Buffalo Thunder Resort	Saddle Brook Park	Tallbet (Australia)
Della Downs	Foxwoods Resort Casino	Sam Houston	New Zealand Racing Board
Derby Jackpot	Meskwaki Bingo & Casino	Valley Greyhound Park	

Canadian Locations

Alberta Downs, Assiniboia, Bamio, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Inverness Raceway, Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton, Rocky Mountain Turf Club, Royal Briliana Hub, St. Johns, Sudbury Downs, Summerdale, TBC Sandown, TBC Teletheaters, Truro Raceway, Western Fair, Woodbine,

2021 Import Tracks	
Arlington	Lone Star
Assiniboia	Louisiana Downs
Australia Racing	Mahoning Valley
Belterra	Monmouth Park
Canterbury	Mountaineer Park
Century Downs	Northlands
Century Mile	NYRA - Aqueduct, Belmont, Saratoga
Charles Town	Oaklawn Park
Churchill Downs	Parx (Philly Park)
Delaware Park	Penn National
Delta Downs	Pimlico
Downs at Albuquerque	Prairie Meadows
Ellis Park	Presque Isle
Emerald Downs	Retama Park
Evangeline Downs	South America Racing
Fair Grounds	Sunland Park
Fort Erie	Sunray Park
Gulfstream Park	Tampa Bay Downs
Gulfstream Park West	Thistledown
Hastings Park	Turf Paradise
Hawthorne	Turfway Park
Indiana Grand	United Kingdom
Keeneland	Woodbine
Kentucky Downs	Zia Park
Laurel Park	Hong Kong

- 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 whether or not 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 **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and whether or not 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
Cal Expo Harness	Per CHRB calendar	Full Card

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive which 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
None			

- 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). **Forwarded to the Board upon receipt**

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 provision 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 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 and out-of-state wagering, and which 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 3 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 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. A. Name and address of the distributing agent (charity foundation) for the net proceeds from

charity racing days held by the association: **Pacific Racing Association II, 1100 Eastshore Hwy, Berkeley, CA 94710 is agent for distribution**

- B. Names and addresses of the trustees or directors of the distributing agent: **Pacific Racing Association II, 1100 Eastshore Hwy, Berkeley, CA 94710 will act as its own distributing agent**
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under B&P 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 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
Association Veterinarian(s)

Cassille Batten, D.V.M.
William Grantham, D.V.M.
Ashton Cloninger, D.M.V.
Mike Parker, D.M.V. Clerk of Scales
Ken Sjoldal
Kenneth Fowler
Tina Walker-Bryant
Lisa Jones
Darrell Sparks
Agustin Rayas
Linda Anderson
Kenneth Fowler
Lisa Wilkerson
Jerry Stone
Todd Stephens
Jelina Pike

Assistant Clerk of Scales
Clerk of the Course
Placing Judge/Stakes Coordinator
Horse Identifier
Horseshoe Inspector
Paddock Judge
Patrol Judge/Steward's Aide
Placing Judge
Patrol Judge/Placing Judge
Starter
Timer

- B. Management officials in the racing department:

Director of Racing **Patrick Mackey**
Racing Secretary **Patrick Mackey**
Assistant Racing Secretary **Steve Martinelli & Linda Anderson**
Paymaster of Purses **Claudia Dominguez**

Others (identify by name and title)

Main Track Superintendent **Juan Meza**
Turf Track Superintendent **Hugo Sandoval**
Price Maker **Steve Martinelli**
Stable Superintendent **Carrie Fawcett**
Steward's Secretary/Horsemen Liaison **Devon Dunham**

- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: **Christine Niccoli**

Niccoli Reporting Service, 619 Pilgrim Drive, Foster City, CA 94404-1707, (650) 573-9339

- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: **Plusmic Corp., USA, Bill O'Brien, Expires: December 31, 2021.**
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. **Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid through October 5, 2021.**
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: **GPS timing system; Axcis Information Network, Inc., dba TrackMaster, an Equibase Company; expires December 31, 2021.**

15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.
William Rizzuto, Assistant General Manager is responsible for security on-site
Security Department organizational attached
Security Department phone number (510) 559-7551
Stable Security phone number (510) 542-4235 or (510) 559-7525
William Rizzuto cell phone number (775) 846-8484
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: **34**
- | | |
|--------------------------------------|--------------------------------------|
| 1 – Assistant General Manager | 7 – Security Corporals/Guards |
| 2 – Security Lieutenant | 8 – Stable Security Officers |
| 3 – Security Sergeants | 5 – Stable Gate Personnel |
| 1 – Stable Security Sergeant | 5 – Fire Guards |
| 1 – Fire Guard Lieutenant | |
1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. **N/A**
2. Detention Stalls:
- A. Attach a plan for use of graded stakes or overnight races.
6 hour surveillance prior to race in Graded Stakes with purses of \$100,000 or over
24 hour surveillance in detention barn for Trainers with high-test results and repeat offenders
- B. Number of security guards in the detention stall area during a 24-hour period.
Four Security Guards
- C. Describe number and location of surveillance cameras in detention stall area.
Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected

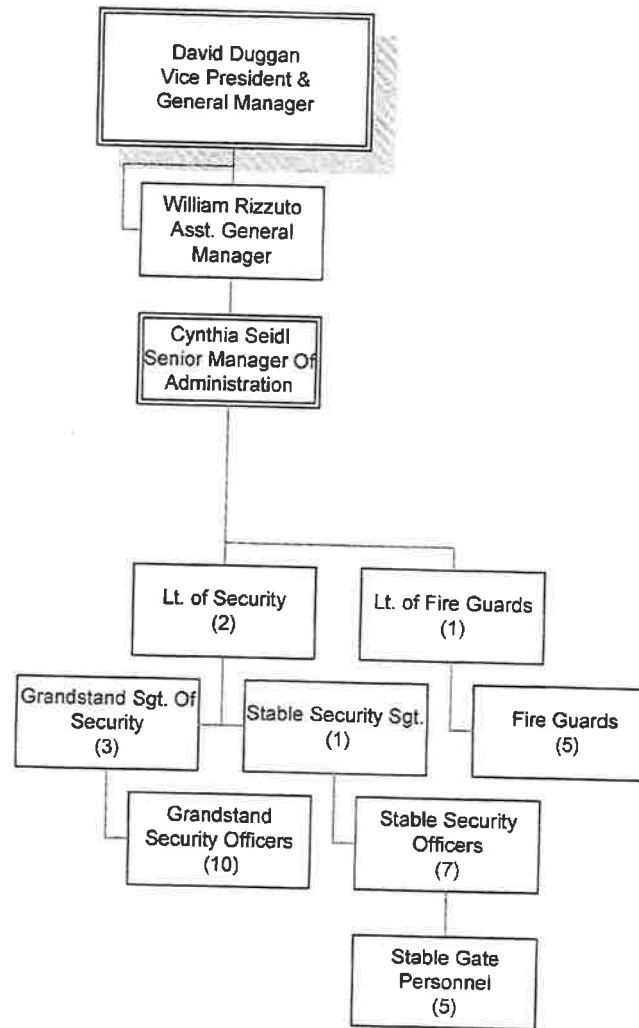
**Attachment to PRA / Golden Gate Fields License Application
14 (E):**

Track Camera Equipment:

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

7/8 Pole
3/8 Pole
1/4 Pole
Paddock
Paddock (Gliding)
(2) Pan Cameras on Roof
Jib camera in Paddock
Starting Gate (Robo)
Parking Lot (Robo-scenic)

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



to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically placed throughout the barn area. Receiving Barn includes four (4) fixed cameras placed over designated stalls, one (1) 360° fish-eye camera in center of walking ring, and (2) fixed cameras outside on east side of Receiving Barn.

3. TCO2 Testing:

A. Number of races to be tested, and number of horses entered in each race to be tested.

Will follow CHRB staff directives

B. Plan for enhanced surveillance for trainers with high-test results.

Contractual obligations with TOC and CHRB directives will be followed

C. Plan for detention stalls for repeat offenders.

In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB

D. Number of security personnel assigned to the TCO2 program.

As needed per the advice of CHRB staff

C. Describe the electronic security system:

1. Location and number of video surveillance cameras for the detention stall and stable gate.

Entire surveillance camera equipment in the barn area upgraded by Geovision in June 2019. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. Stable Gate, Stable Security Office & Parking Lot surveillance include the following: Three (3) cameras are strategically placed to monitor all activities at the Main Stable Gate (2 cameras facing incoming and 1 camera facing outgoing), one (1) camera located on roof of Stable Security Office looking out into barn area, two (2) cameras in O/T parking lot parking lot, three (3) cameras installed at the horsemen walk-in gate providing 24/7 surveillance, and numerous cameras surveilling roadways, Racing Office, CHRB office, gap gate/chute, etc.

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:

Brad Winding Turf Rescue, LLC, 19615 Barclay Road, Castro Valley, CA 94546, (510) 581-8470

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.

Certification documentation attached – 1 Paramedic and 1 EMT (1A) ambulance staff

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

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

TURF RESCUE
AMBULANCE SERVICE, LLC



April 20, 2021

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

RE: Turf Rescue, LLC, Licensed Personnel in 2021

To Whom It May Concern:

This is to inform you that Turf Rescue, LLC operations and procedures are well within the standard care Operating Procedures set forth by Alameda County E.M.S.

Turf Rescue, LLC employs only licensed Paramedics and Emergency Medical Technicians that meet and follow the licensing requirements for Alameda County E.M.S.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Brad Winding".

Brad Winding, Owner
Turf Rescue, LLC

Brad Winding, Owner
Turf Rescue Ambulance Service, LLC
1544 Winkle Drive, Chico, CA 95926
Email: turfrescue@att.net
H: (530) 896-1189
C: (510) 813-8470

- C. Describe the on-track first aid facility, including equipment and medical staffing: **Attached**
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If quarter horse racing association sees D.1.:
Dr. David Seftel
Office Number: 510-559-7375, Cell Number: 650-520-6204
1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): **N/A**
- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Alta Bates Summit Medical Center, 2450 Ashby Ave., Berkeley, CA 94705, (510) 204-4444 or Alameda County Medical Center (Highland Hospital Trauma Center), 1411 East 31st Street, Oakland, CA 94602 (510) 437-4865
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey: **Attached**
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
Roy Roenbeck, Director of Environmental, Health & Safety
Bill Rizzuto, Assistant General Manager serves as Assistant Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- **Albany fire clearance letter attached valid through December 31, 2021**
- **Berkeley Fire clearance letter issued September 22, 2020. Valid until next scheduled inspection**
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): **Liberty Mutual Fire Insurance Co. WA2-B7D-170912-010 (policy no.)**
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.
Workers' Compensation COI is valid through June 30, 2021; will forward new COI to Board upon issuance.

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, that may be either permanent or mobile, and which 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. (b) 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. (c) 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. (d) Each racing association or racing fair shall designate a health and safety manager and assistant



GOLDEN GATE FIELDS

DESCRIPTION OF GGF MEDICAL CLINIC (LIVE RACING)

Services (Mission)

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

Staffing

- Physician Medical Director ("Track Physician").

Equipment

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

Availability

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

EMERGENCY MEDICAL PROCEDURES -MORNING TRAINING- FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

"FIRST RESPONSE"

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



"ON-SITE EVALUATION"

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



"INJURY TREATMENT"

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



"POST INJURY ACTIVITIES"

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

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

PROCEDIMIENTOS MÉDICOS DE EMERGENCIA -ENTRENAMIENTO MATUTINO-

PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

"PRIMEROS AUXILIOS"

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



"EVALUACIÓN EN EL LUGAR"

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



"TRATAMIENTO DE HERIDAS"

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



"ACTIVIDADES POSTERIORES A LAS HERIDAS"

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

Si la Ambulancia del GGF debe retirarse del predio, por cualquier motivo, se deben demorar todos los entrenamientos matutinos hasta que una ambulancia de la ciudad u otra de reemplazo se encuentre en el lugar y disponible para brindar servicio médico en la pista.



Department of Fire and Emergency Services
Division of Fire Prevention

September 22, 2020

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710
Phone (510) 559-7300 (main office)
Fax (510) 559-7465

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

Dear Mr. Roenbeck:

On Thursday, July 23, 2020, the City of Berkeley Fire Prevention Division Inspectors conducted an annual inspection of the barns and buildings located on the Berkeley, CA, portion of Golden Gate Fields for compliance with Berkeley Fire Code requirements (Berkeley Municipal Code Chapter 19.48). Some fire code violations were found. Re-inspections were completed on Thursday, September 3, 2020, and Monday, September 21, 2020. Photo documentation of the remaining repairs were sent on Tuesday, September 22, 2020. Upon re-inspection of the facilities, it was found that there were no outstanding fire code violations. Golden Gate Fields is hereby granted a fire clearance.

This fire clearance establishes a reasonable standard of fire safety as addressed in Title 4, Division 4, Article 17, Section 1927 Fire Prevention of the California Code of Regulations.

These facilities are considered to be compliant with the fire code until the next scheduled inspection unless and until we receive information to the contrary. Should you have any questions or concerns regarding the annual inspection, then please contact me at 510-981-5582 or dtieu@cityofberkeley.info.

Thank you and the entire Golden Gate Fields team in working diligently to improve the fire & life safety of the barns and stables.

Sincerely,

Dori Tieu
Interim Deputy Fire Marshal, City of Berkeley Fire Department

ALBANY CALIFORNIA

CITY OF ALBANY



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

www.AlbanyCA.org/Fire

December 10, 2020

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing association/Golden Gate Fields
1100 Eastshore Highway
Albany California 94706

Mr. Roenbeck,

Fire inspector Thomas Peters from the City of Albany Fire Prevention Department together with Golden Gate Fields Prevention Supervisor conducted a Life and Safety inspection on December 10, 2020. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2021 racing season. Clearance for the facility is granted for all aspects of your operation.

Please note that operations beyond the scope of normal racetrack activities may require additional inspections with additional fees.

Please feel free to contact our office with any questions.

Thomas Peters
Fire Prevention Inspector

City of Albany
1000 San Pablo Ave.
Albany, CA 94706

GOLDEN GATE FIELDS

May 26, 2021

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

Re: Pacific Racing Association – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Berkeley Fire Department is not able to conduct more than one inspection per year at Golden Gate Fields. Pacific Racing Association has previously submitted to the board the Berkeley Fire Department's clearance letter dated September 22, 2020.

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

Please let me know if you have any questions.

Sincerely,



David Duggan

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:

Armored Car	Loomis Armored Car, P.O. Box 44196, San Francisco, CA 94144
Track Physician	Dr. David Seftel, Conocen Corp., 20066 Austin Lane, Castro Valley, CA 94546
Official Program	Wesco Graphics Inc., 410 East Grant Line Rd, Tracy, CA 95376
Starting Gate	Mike Costello, United Puett Starting Gate Co., P.O. Box 18, S. Salem, NY 10590
Track Photographer	Bill Vassar, Vassar Photography, 1167 Sapphire Drive, Livermore, CA 94550

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: **On file with the Board**
- B. Promotional/ Marketing budget for this race meeting: **On file with the Board**
 Promotional/Marketing budget for prior race meeting: **On file with the Board**
- C. Number of hosts and hostesses employed for meeting: **Staff TBD**
- D. Describe facilities set aside for new fans: **(Facilities availability dependent on Covid restrictions)**
Customer Service – Our customer service center is open year round with a trained customer service representative to assist fans with general racing information, maintain our frequent fan club known as the THOROUGHBREDS, and assist with XpressBet sign ups and account maintenance
Xpressbet Customer Service – An Xpressbet ambassador is trained to assist fans in joining a new program “XB Rewards Club.” This new program provides fans with admission discounts and wagering points to be accumulated for designated rewards
Mutuel Newcomer Window - A specific Mutuel teller window has been created which includes a hand-selected Mutuel clerk trained in customer service
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen
 - Replaced turf course rail (inside and outside) with PVC by Duralock
 - Capital barn roofing improvements in the barn area
 - Updated all barn area lavatory facilities with touchless sanitizing equipment
 - Continuation of laundry service for the Jockey’s Room by GGF

- **Adhered to the yearly Tapeta® maintenance schedule of 5x per year in January, April, June, September and December**
- **Continual roadway, horse paths, and barn repairs**
- **Replaced clubhouse turn track fence**
- **Installation of added safety light during training hours**
- **Added Owner/Trainer seating area near Winners Circle equipped with heaters**

2. Fans

- **Upgraded entire surveillance system; total of 106 cameras installed throughout the frontside facility**
- **Created new family area on A Deck complete with fencing, artificial turf etc. (Golden Gate Green)**
- **Hired Roaming Ambassadors to assist fans with questions regarding wagering and contactless system**
- **Remodeling Paddock Pub with projection screen TV, furniture, and flooring**
- **Providing tours of the front side facility to fans upon request**
- **Continual parking lot and roadway repairs**
- **Added contactless Food & Beverage delivery ordering system “GoTab”**
- **Purchased Daktronics big screen to be installed in the infield for enhanced viewing of races and local sports games in between races**

3. Facilities in the restricted areas **Equine Hospital**

19. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from the previous year:

Admission (general)	\$6.00
Admission (club house)	\$10.00
Admission (turf club)	\$12.00 Weekdays
Admission (turf club)	\$15.00 Weekends/Holidays
Reserved seating (general)	N/A
Reserved seating (clubhouse)	\$ 5.00 (Free with TB card)
Parking (general)	\$ 6.00
Parking (preferred)	\$12.00
Parking (valet)	\$12.00
Programs (on-track)	\$ 2.75
(off-track)	\$ 2.75

Thoroughbred Club Members

Bundled Pricing includes free program

General Admission:		Club House Admission:	
1-10 Visits	\$5.00	1-10 Visits	\$8.00
11-20 Visits	\$4.00	11-20 Visits	\$7.00
21-30 Visits	\$3.00	21-30 Visits	\$6.00
31-40 Visits	\$2.00	31-40 Visits	\$5.00
Over 40 Visits	\$1.00	Over 40 Visits	\$4.00
		Reserved seating	Free

Thoroughbred Club Prepaid Admission/Program Packages

TB Club Members can purchase a minimum of 30 Prepaid G/A admissions @ \$2.00 each
TB Club Members can purchase a minimum of 15 Prepaid C/H admissions @ 4.00 each
Horsemen Free

- B. Describe any "Season Boxes" and "Turf Club Membership" fees:

Turf Club – Full Season Single Membership	\$ 1,000.00
Turf Club – Full Season Dual Membership	\$ 2,000.00
Top of the Stretch – Full Season Membership	\$ 500.00
Club House Box (4 seats, no admission)	\$ 450.00
Club House Season Pass (Admission only)	\$ 400.00
Grandstand Season Pass (Admission only)	\$ 200.00

- C. Describe any "package" plans such as combined parking, admission and program:
Designated Group Sales packages include parking, admission, program, and buffet

20. JOCKEYS/DRIVERS' QUARTERS

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

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

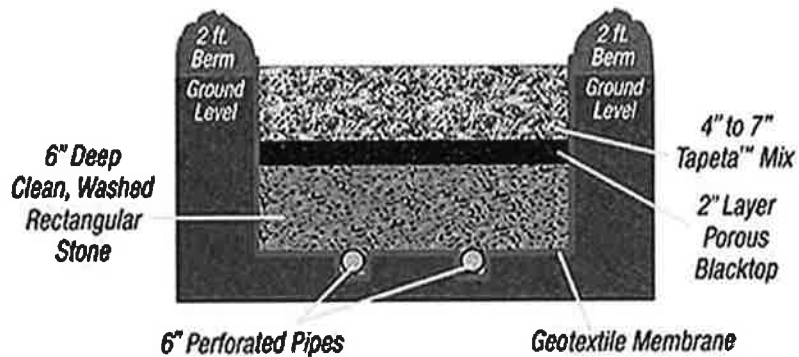
- B. Describe the quarters to be used for female jockeys/drivers: **Fifteen by twenty foot room accessed from a community hallway. The room has a television and bed with attached shower room, sink, and toilet.**

21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) _____ on (date) to be completed before the meet.
CHRB to provide name of CHRB inspector and date of last inspection conducted with Stable Superintendent, Carrie Fawcett
- B. Number of rooms used for housing on the backstretch of the racetrack: **140**
- C. Number of restrooms available on the backstretch of the racetrack: **18 with showers, 7 in office areas**
- D. Estimated ratio of restroom facilities to the number of backstretch personnel:
1 restroom for every 12 people

22. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition:
Tapeta® Footings Synthetic Track Surface



- C. The percent of cross slope in the straight-aways is: **1.5%**
The percent of cross slope in the center of the turns is: **4%**
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.
Main Track: Inner and outer railings are metal gooseneck. Coverings are Rider Protection Rail by Horsemen's Track & Equipment, Inc. Approximate height of the top of the inner railing is 42 inches.
Turf Course: Inner and outer railings are PVC by Duralock. Approximate height of the top of the inner railing is 50 inches.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Juan Meza**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. Attached
- 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 which 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 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. **Not applicable**

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.
TOC – Agreement will be forwarded to Board upon completion.
CTT – If an agreement is reached, it will be forwarded to the board upon receipt.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. **On file with the board**

2021 Summer Race Meet Agreement

Between

Pacific Racing Association II

and

Thoroughbred Owners
Of California

July 21, 2021

Through

October 5, 2021



TOC

Thoroughbred Owners of California

Forging the Future

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**2021 Summer Race Meet Agreement
Golden Gate Fields & Thoroughbred Owners of California**

This Agreement is entered into by and between Pacific Racing Association II (“Track”) on the one side and the Thoroughbred Owners of California, Inc. (“TOC”) on the other side and becomes effective on July 21, 2021.

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 July 21, 2021 through August 3, 2021 and from August 25, 2021 through October 5, 2021 (the “Term”).

2. Purse Distribution.

a. Track and TOC acknowledge and agree that disbursements made by Track to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the Business and Professions Code. All moneys available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, deposits by TOC, and interest on the Paymaster Account, shall be held in a separate trust account pursuant to section 19597.5

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

b. Track further agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and TOC shall be ultimately responsible for the re-collection of such distributed amount; provided further that if Track is unsuccessful in recollecting the amount TOC shall be liable for the amount redistributed to the new winner(s).

3. Distribution Estimated.

a. Track and TOC acknowledge and agree that it is in the best interest of racing in Northern California to attempt to provide uniform purse levels throughout the racing year for race meets conducted by Track. Track and TOC have concluded that such uniform purse levels will enhance the chances of owners continuing to race their horses and of owners moving horses to Northern California.

b. In recognition of the need to stabilize purses at race meets conducted by Track, and to project a uniform purse schedule, it is understood by the Parties that excesses and deficiencies of purse funds (underpayments and overpayments) shall be carried over to the Track's next race meeting.

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

d. Track shall instruct CHRIMS to give TOC access to Track's information that it has historically received. Additionally, Track shall provide TOC with a weekly purse report including calculation of purse revenues generated in such week and purses paid by race day and individual race. Track and TOC shall review the amount of purses generated and the

amount of purses paid at the end of each individual meet which occurs during the Term with the understanding that any errors discovered that result in either an overpayment or underpayment will be addressed by the parties in the establishment of purse levels for the next meet at Golden Gate Fields as mutually agreed upon by TOC and Track.

4. Daily Mutuel Handle.

a. The projection for overnight purses for the Term is attached as Exhibit A. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC that purses generated are meaningfully above or meaningfully below those projected in Exhibit A, such that it becomes reasonably necessary to revise the projections of Exhibit A, purses may be increased or decreased with the written consent of both Parties, such consent not to be unreasonably withheld. Nothing in this Section 4 shall preclude retroactive payment of purse monies, the terms and amounts of which to be reasonably determined by the Parties.

b. On a regular basis, representatives of Track and TOC shall consult with each other for the purpose of making a determination as to whether purse monies are being generated as anticipated by Exhibit A and as to whether purse monies are being distributed as therein contemplated.

c. Purse reductions, if any, shall be applied uniformly to overnight purses until such time as the reductions result in a projection by Track and TOC for stakes purses of fifteen percent (15%) of the Net Racing Distribution, unless otherwise agreed. At such time as the projected Net Racing Distribution for stakes purses reaches fifteen percent (15%), any further reduction of purses shall be applied uniformly to the then announced stakes program (except for Graded Stakes), as well as overnight purses, unless otherwise agreed. In no event shall Track be obligated to supplement purses.

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

e. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC at any time during the Term that the purses generated from all forms of wagering will be substantially increased above that which was initially anticipated, the excess shall be used to increase overnight purses, prospectively unless otherwise agreed upon by Track and TOC.

f. All amounts carried over for purses, if any, to Track's next meet shall accrue reasonable interest commencing at the conclusion of the meet which resulted in there being a carry-over and continuing until the start of Track's next meet.

5. Gross Racing Distributions.

a. Whenever the term “Gross Racing Distribution” is used herein, it shall mean and refer to those portions of the funds handled in Track’s pari-mutuel pools which Track is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California Business and Professions Code, including but not limited to, §§19491(b), 19491.5, 19491.6, 19596, 19598, 19601, 19602, 19611(d), 19611.5, 19613, 19616, and 19641 and reduced by the amount of overpayment of purses, if any, during Track’s prior meet.

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

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

6. TOC and CTT Distributions.

a. Track shall pay to TOC and California Thoroughbred Trainers, Inc. (“CTT”) during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) of the amount available to thoroughbred horses for purses to TOC and a total of one and one-half percent (1-1/2%) to CTT and the Horsemen’s Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision shall be referred to collectively, as “TOC and CTT Distributions.”

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

7. Net Racing Distributions.

a. Whenever the term “Net Racing Distribution” is used herein, it shall mean and refer to the balance of funds constituting Gross Racing Distribution less:

i. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California Business and Professions Code;

ii. Funds authorized by TOC to be paid to NTRA in accordance with Section 19613.05(a) of the California Business and Professions Code, if applicable; and,

iii. Funds authorized for the Cal-bred Maiden Bonus Program.

By way of example only, and solely for clarification, if during an individual race meet which takes place during the Term, Track's Gross Distribution were \$1,000,000, TOC would receive one percent (1%), \$10,000; 1-1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law; up to 1-3/4% would be distributed to TOC for NTRA. The Net Racing Distribution would be \$957,500.

b. Except as otherwise agreed upon herein, Track shall pay to overnight purses during each individual race meet which occurs during the Term, as additional moneys, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during each individual race meet which occurs during the Term. Said additional moneys shall be considered part of the Gross Racing Distribution. Track shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California Business and Professions Code and up to one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California Business and Professions Code, if applicable. In the event of a deficiency in the Satellite Fund such that moneys were paid to overnight purses during any of the individual race meets which occurs during the Term which otherwise would not have been paid if the exact amount of the Satellite Fund had been known at the time of overnight purse distribution, then such excess payments by Track shall be deducted from Track's next meet.

8. Racing Programs.

a. Stakes Programs.

i. From the total Net Racing Distribution available for each individual meet which takes place during the Term, owner's money shall not be used for stakes in excess of the stakes schedule attached hereto and made a part hereof as Exhibit C, unless otherwise agreed upon by Track and TOC.

ii. With respect to all races in which the stakes purse is guaranteed by Track, all fees advanced by owners/trainers, including but not limited to, nomination, entry, sustaining, starting fees, and supplemental fees which are in excess of the amount of the guaranteed purse shall be returned to the overnight program for use during the Term.

iii. When a division of a stakes event is necessary, it is agreed that Track will not increase the purse by more than fifty percent (50%) of the purse originally scheduled; provided, however, that each stake will run for at least the minimum purse for its black type or graded status. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Track shall not

split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

iv. Stakes races will carry high weight preferred and/or stakes winners preferred clauses, with the field to be limited to the number of stalls in the starting gate. Except for races where purses are supplemented by Breeders' Cup, all One Hundred Thousand Dollar (\$100,000.00) or more stake races will be guaranteed stakes and shall require total fees of at least one percent (1%) of the gross purse for each starter.

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

vi. It is contemplated that Track may decide to increase the purse above the amount of the purse already published for selected stakes races and may, alternatively, desire also to write a new stakes which is not included in the list attached hereto as Exhibit C for promotional reasons. In the event Track desires to increase the purse above that set forth in Exhibit C or write a new stakes not included in Exhibit C, and purse funds generated from pari-mutuel handle will be meaningfully more than that generated at Track during the prior year, TOC agrees it will allow the use of such excess purse monies for stakes to the extent that purses for stakes paid during the Term do not exceed 20% of the projected Net Racing Distribution, provided further that Track shall obtain the written approval of TOC as to the specific new stakes races selected and specific stakes races for which Track intends to increase purses, which consent shall not be unreasonably withheld.

vii. Track shall provide TOC at least seven days prior written notice of any proposed increase in purses for stakes races listed in Exhibit C or any proposed new stakes races not included in Exhibit C.

viii. Track agrees to use its commercially reasonable efforts to submit a tentative stakes schedule for each individual race meet during the Term to TOC at least four (4) months, but in no event less than two (2) months, prior to the first day of the subject race meeting.

ix. The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees, and supplemental fees previously announced for the above-referenced stakes races shall not be reduced during the Term.

x. Track shall not cancel any stakes race without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld.

xi. For all stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race. For the purposes of this provision,

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

b. Overnight Program.

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

ii. In the event that any overnight stake race has four (4) separate wagering interests, with at least three different trainers, and Track desires to cancel such overnight stakes race, Track must receive TOC approval in writing in advance of canceling any such race, which consent shall not be unreasonably withheld.

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

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

A. The minimum claiming price, other than maidens, will be \$3,200;

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

C. The minimum claiming price for two-year-old maidens will be \$12,500.00 for the Winter-Spring and Summer meets and \$8,000.00 for the Fall meet, and \$5,000 for maidens three years old and upward;

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

E. Purses for straight maiden races shall be a minimum of \$30,000; In the event Track receives TOC approval to conduct two (2) furlong Maiden Allowance Races for two-year-olds, the minimum purse shall be mutually agreed upon by Track and TOC;

F. The minimum distance for which Track will offer a race for two year-olds shall be two (2) furlongs. No such race shall be offered before March 1st.

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

H. Purses for “Cal-bred” races, excluding supplements from the California Bred Race Fund, shall be equivalent to purses paid in “open” races for substantially the same class and conditions;

I. Overnight purses shall not exceed the rate as set forth on Exhibit B per race provided further that Overnight stakes shall not exceed the rate as set forth on Exhibit B or C, as applicable, per race excluding any purse money generated from the Cal-Bred Fund and the TOC Cal-bred Incentive Program;

J. Purses for all races during the Term will be divided as follows unless otherwise mutually agreed upon by Track and TOC:

I. Sixty percent (60%) of the purse to first;

II. Twenty percent (20%) for second;

III. Twelve percent (12%) for third;

IV. Six percent (6%) for fourth; and,

V. Two percent (2%) for fifth.

K. A “Participation Purse” in the amount of \$450, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a “starter” means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

L. A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Exhibit

B. Track shall not schedule any different type of race, provide for different conditions or change purses from that provided in Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld;

M. Unless otherwise agreed upon by Track and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run; and,

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

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

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

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

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

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

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

horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

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

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

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

iii. The following are the workout criteria that will be in effect during the Term. The minimum official, recorded workout distances and number of works for horses to run at Track during the Term are as follows:

A. Two Year Olds:

I. First time starters in races two furlongs; three works; one of which is at least ¼ mile and a gate okay.

II. First time starters in races under 6 furlongs (not including two furlongs); three works; one of which is at least ½ mile and a gate okay.

III. First time starters in races 6 furlongs or over; three works; one of which is at least 5/8 mile and a gate okay.

B. Three Year Olds and Upward:

I. First time starters: three works, one of which is at least 5/8 mile and a gate okay.

II. Non-starters for:

(1) 30 days – one work at least 3/8 of a mile within those 30 days;

(2) 60 days – two works, one of which is at least 5/8 mile, or two ½ mile works, with one of the works being within the past 30 days;

(3) 90 days – three works; with at least two works during the last 60 days, one of which is at least 5/8 of a mile or both being ½ mile, with at least one of the works being within the past 30 days.

C. Horses eased or placed on the stewards' list for poor performance will be required to show a 5/8 mile work since that race except for two year olds running less than 5/8 of a mile who will be required to work race distance;

D. Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards;

E. Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, unless otherwise approved by Stewards, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Provided that the following conditions are satisfied, Track agrees to permit the scratch of a bona fide entry so long as at least six (6) horses entered remain in the race: A) the scratched bona fide entry has already been entered into a subsequent race at the Track on either of the next two following race days and B) the Stewards approve the scratch.

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

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

viii. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will

have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

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

x. If and when allowed by government regulations, Track agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes specified on Exhibit C (not including overnight stakes) shall be the guest of Track in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service, for a maximum of four (4) individuals per horse competing; and

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

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

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

xiv. Track agrees to provide anyone leading a horse to the paddock for the races a numbered vest identifying the horses' post position. It is intended that such vest will

be worn from the time the horse leaves the receiving barn until the horse leaves the paddock for the post parade. Vests will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers.

9. Uniformity and Consistency.

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

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

c. Track agrees to submit to TOC a draft of each proposed Condition Book at least forty eight (48) hours prior to the date it is sent to the printers to enable the TOC to review such Condition Book.

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

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

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

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

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse

structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

a. When six (6) horses or more are entered in an allowance race set forth in the Condition book and there are six (6) separate wagering interests, and provided such horses are either stabled on the grounds or at an authorized Northern California auxiliary facility, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use allowance or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program.

b. For all other overnight races set forth in the Condition book, except as otherwise provided herein, when seven (7) horses are entered under at least seven (7) separate wagering interests and (7) separate trainers, and provided such horses are either stabled on the grounds or at an approved auxiliary stabling facility, if any, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use other overnight races set forth in the Condition book when seven (7) horses are entered under at least seven (7) separate wagering interests and less than (7) separate trainers, except in Cal-bred maiden allowance races wherein six (6) separate wagering interests shall constitute a full field provided that the six (6) separate wagering interests are stabled in Northern California.

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

12. Maiden and Cal-bred Races.

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

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

c. A Cal-bred allowance race shall not be opened up in the event that there is a minimum of six (6) betting interests entered (with all six stabled on the grounds or at an offsite

stabling facility, if any such site is used by Track). Cal-bred claiming races for a claiming price of \$12,500, or less, shall not be opened up in the event that there is a minimum of eight (8) betting interests entered (with at least six (6) stabled on the grounds or at an offsite stabling facility, if any such site is used by Track). Cal-bred Claiming Races higher than \$12,500 shall not be opened up in the event there are a minimum of seven (7) betting interests entered (provided at least six (6) are stabled on the grounds or at an offsite stabling facility, if any such site is used by Track).

d. The provisions of Section 11 would also apply to the number of qualifying Cal-bred betting interests when determining when a race is full and shall be run and listing the names of the horses that did enter.

13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide the number of stalls as required pursuant to its license to conduct a race meet. In the event that stalls at an off-site location are required for Track to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, Track will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by Track. If any owner asserts that the Stall Committee of Track shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to Track.

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

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

race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling, if any, for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning, if any, cost subsidies. The Parties will meet monthly during the term of this agreement, until a mutually agreed to solution has been reached.

d. Track shall not initially allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) to any one trainer should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been initially allocated stalls, Track may allocate, on an equitable basis, up to seventy-five (75) stalls to any one trainer, and following the spirit and intent of this Section, in excess of sixty (60) stalls to any one trainer after first obtaining the written approval of TOC, which will not be unreasonably withheld. The intent of this provision is to ensure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of sixty (60) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements. The allocation of more than sixty (60) stalls to any trainer shall be based upon such trainer's historic start record. To the extent that Track allocates more than 60 stalls to any one trainer based on the foregoing, Track agrees to immediately notify TOC of the actual number of stalls that have been allocated to such trainer.

e. In an effort to promote safety, Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training three (3) days before and two (2) days after each individual race meet which occurs during the Term.

f. Track shall use commercially reasonable efforts to keep the main track and grass course in a safe condition during each individual race meet during the Term and while the main track and grass course are open for training preceding and during the Term.

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

15. First Post Time. All Post times for each individual meet which occurs during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes requested in Post time following the opening of any individual meet which occurs during the Term must be submitted concurrently to CHRB and TOC.

16. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control, such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB, failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of Track by fire or other casualty shall be prevented from

conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track hereunder shall be proportionately reduced for each day that Track is prevented from operating.

17. Stabling at and Vanning from Auxiliary Stabling Facilities. In the event that stalls at an off-site location are required during an individual race meet which occurs during the Term for Track to comply with the number of stalls required pursuant to its license:

a. Track shall notify the CHRB and TOC which off-site location will be used as an auxiliary stabling facility; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. If agreed upon in writing by Track, TOC, and CTT, the auxiliary training facility maybe closed for training purposes one day per week.

b. Track agrees to provide a regulatory veterinarian at such auxiliary stabling facility on an “as needed” basis to provide trainers and owners the opportunity to have any horse or horses removed from the vet’s list. This regulatory veterinarian would observe the required work and draw blood at the off-site location so that the horse can be removed from the Vet’s list without having to be shipped to the on-track facility.

c. Intentionally Omitted.

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

18. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, not trailers, free of charge.

19. Anti-Monopoly Provision.

a. Track acknowledges TOC’s interest in assuring that horsemen will, during the Term, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen’s needs or requirements. Horsemen independently arranging for such supplies, services, utilities, transportation, hot walkers, and other facilities must strictly comply with liability protections, insurance, and safety standards required by Track of all third-party vendors.

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

c. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract, to the greatest extent permitted by law or the CHRB, with WestWalk Inc. to be the exclusive provider of hot walking machines.

20. Credentials.

a. Track agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, if any are required to comply with the terms of its license, or whose horse has competed or is scheduled to compete at any individual race meet during the Term.

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

21. Training Facilities.

a. At all times during the Term that Track is scheduled to be open for training, Track will cause the main track to be open for training at 6:00 A.M. (roof lights when necessary), and to remain open until 10:00 A.M. a minimum of six (6) days of the week.

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

c. Track agrees, on each day horses are stabled at Track to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the racing surface or turf course, or the entrance area to or from the racing surface or turf course, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing, and/or emergency medical protocol.

Track shall continue to employ its “Emergency Medical Plan” for racing and training hours. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

d. Should a situation arise where Track foresees significant penalties for power usage or conservation measures are imposed by the State of California, training hours may be altered following discussion with the TOC.

22. Owners’ Proprietary Rights.

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

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

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

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

e. The parties acknowledge that the proponents of the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (the "Sports Initiative") have secured sufficient signatures for this proposition to be a statewide ballot initiative on the November 2022 ballot in the form set forth on Schedule 1 and that the Sports Initiative would provide Track the ability to conduct sports wagering year round at Track on condition Track continued to conduct live Thoroughbred racing. The TOC contends that all net revenues resulted from such sports wagering activity should properly be treated in the same manner as parimutuel wagering (e.g., 50-50 split between Track and TOC purse account) given the express requirement for Track to continue to conduct live racing as an ongoing condition for the right to accept sports wagers under the Sports Initiative. TOC is hereby giving notice to Track pursuant to this section 22(e) that it does not intend to enter into future horsemen's agreement with Track beyond this 2021 Summer Agreement that do not satisfactorily address the TOC's request for equal sharing of net revenues from wagering to be conducted by Track pursuant to the Sports Initiative. Track has not agreed to share net revenues from sports wagering by Track with the TOC pure account but acknowledges TOC's position on the issue.

23. Race Sponsorships.

a. Track shall retain all compensation, of any nature or kind received, for any sponsorship which it sells.

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

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

25. Interstate Simulcasting (Export).

a. TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively "Simulcast Locations"). Additionally, after the start of an individual race meet, Track may request TOC's consent for additional Simulcast Locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for

cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d).

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

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

27. International Simulcasting (Export).

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

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

28. International Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior to consummation thereof contents of oral agreements and copies of written

agreements with out-of-country locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

29. Intrastate Advance Deposit Wagering (“ADW”). Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

30. Fire and Disaster Insurance.

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

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

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

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

33. Mutuality.

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

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

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

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

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

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

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

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

With a copy to: David Duggan
Golden Gate Fields
1100 Eastshore Hwy
Albany, CA 94706
David.Duggan@goldengatefields.com

If to TOC: Greg Avioli
CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007
gavioli@toconline.com

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

38. TOC Office Space. Track agrees to provide to TOC free, front side office space, acceptable to TOC, during the Term.

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

40. Backstretch Cafeteria.

a. During the Term when horses are stabled at Track, Track will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and

convenience of owners, trainers and backstretch personnel. The cafeteria shall remain open from 5:00 A.M. to at least 6:00 P.M. on every regular race day with early afternoon post times. Periodic closing for cleaning will apply on all days.

b. During the Term when horses are stabled at Track, Track will provide the aforementioned food service during days on which racing is not conducted from 5:00 A.M. to 1:00 P.M.

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

42. Historic Horse Racing.

a. Track shall not implement Historic Horse Racing at Track without first obtaining the consent of the CHRB.

b. Track shall not make more than fifteen (15) Historic Horse Racing machines available for use at Track without a written agreement with the TOC. Such written agreement shall contain terms and conditions that, among other things, (i) specify the range of takeout rates that Track will utilize for Historic Horse Racing, (ii) specify the amount of each dollar of takeout that will be paid to purses at each varying takeout level within the range, and (iii) provide for the manner in which Track can recover its costs to implement Historic Horse Racing (such costs to include capital expenditures and operating costs). Additionally, the Parties agree that when negotiating the agreement required by this subsection, neither Party shall use the economic arrangement when there are fifteen (15) machines or less as precedent for the economics of this agreement.

43. Other California Matters. The Race Day Medication Agreement is set forth in Exhibit D.

44. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any

such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

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

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

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

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

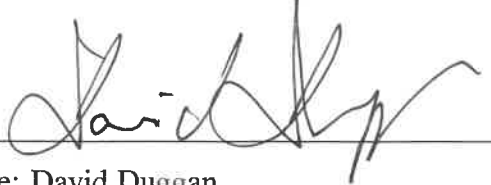
g. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the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

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

Pacific Racing Association II

Thoroughbred Owners of California

By: 

By: 

Name: David Duggan

Name: Greg Avioli

Title: General Manager

Title: President & CEO

Date: 6/15/2021

Date: June 14, 2021

Exhibit A

Projection for Overnight Purses

To be provided on a meet by meet basis – attached

Exhibit B

Overnight Purse Schedule

To be provided on a meet by meet basis – attached

Exhibit C

Stakes Schedule

To be provided on a meet by meet basis – attached

Exhibit D

Race Day Medication Agreement

See attached.

Exhibit E

Fire and Disaster Policy

Attached

Schedule 1

Sports Wagering Initiative

Attached

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of November 30, 2017 (the "Effective Date") by and between the Pacific Racing Association and Pacific Racing Association II (collectively "PRA"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT" and each individually a "Party" and collectively the "Parties").

Recitals

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

Agreement

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

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.
2. Cost to Horsemen. The owner shall pay to PRA (on a per administration basis) an amount equal to thirty-five dollars (\$35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. PRA may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.
3. Number of Veterinarians and Technicians. PRA shall initially hire two (2) furosemide veterinarians to administer the race day furosemide. If PRA decides, after consultation with the TOC and CTT, that additional furosemide veterinarians or furosemide

veterinary technicians are necessary for the proper and orderly administration of race day furosemide, PRA shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

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

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

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

5. TOC and CTT Covenants.

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

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

6. Miscellaneous.

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

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

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

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

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

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

[Signatures follow]

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

Pacific Racing Association

By: Scott Darby
Name: SCOTT DARBY
Title: VICE PRESIDENT

Pacific Racing Association II

By: Scott Darby
Name: SCOTT DARBY
Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____
Name: _____
Title: _____

California Thoroughbred Trainers, Inc.

By: _____
Name: _____
Title: _____

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

Pacific Racing Association

Pacific Racing Association II

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

Pacific Racing Association

Pacific Racing Association II

By: _____

By: _____

Name: _____

Name: _____


Title: _____

Title: _____

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: _____

By:  _____

Name: _____

Name: Alan F. Balch

Title: _____

Title: Executive Director

Exhibit A

Golden Gate Fields Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

Exhibit A

Golden Gate Fields Furosemide Protocol

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

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

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

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

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

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

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

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

previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Golden Gate Fields or have arrived at Golden Gate Fields no later than 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. If applicable, as it relates to all horses that are entered to race on any given day and that are not stabled at Golden Gate Fields or have not arrived at Golden Gate Fields by 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Golden Gate Fields that the horse will occupy prior to the race no later than 4:15 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Golden Gate Fields no later than five (5) hours prior to post time of the race for which it is entered.

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

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator , furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
 - a. All furosemide eligible horses are assigned to a veterinarian or technician.
 - b. Only one furosemide veterinarian or technician is assigned to each horse.
 - c. Furosemide ineligible horses are not assigned for furosemide treatment.
 - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
 - a. The furosemide veterinarian, or technician, shall:
 - i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

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

iii. Furosemide dose.

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

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

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

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

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

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



GOLDEN GATE FIELDS

June 21, 2021

Mr. Zachary Voss
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Voss,

The following is still outstanding, with respect to Pacific Racing Association II's 2021 Summer Race Meet Application:

1. While we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the economic viability of importing their races given the current situation. If PRA II chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA II will not commence importing these races without first obtaining the necessary agreement.
2. We continue to maintain that an agreement with each satellite wagering facility is not required under California law. However, we understand that the Board may condition our license on entering into such an agreement, in which case we will comply with that condition this meet.
3. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

- 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). **On file with the Board.**
- 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 Rules 1870 and 1871, the CHRB shall be given 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.

David Duggan

Print Name

GM / VP

Print Title

David Duggan

Signature

5-27-2021

Date

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

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Zurich American Insurance Company	GLO 9302183-18	Jun 30, 2020 to Jun 30, 2021	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-010	Jun 30, 2020 to Jun 30, 2021	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease


Additional Information:

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

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

Notice of cancellation:

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

Marsh Canada Limited 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - Certs.Stronach@marsh.com	Marsh Canada Limited  By: _____ Matthew Warnholtz
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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING CONSIDERATION OF
COMMENTS RECEIVED DURING THE 45-DAY COMMENT PERIOD AND PUBLIC
HEARING REGARDING THE PROPOSED ADOPTION OF CHRB RULE 1415,
PUBLIC PARTICIPATION IN MEETINGS, TO DEFINE THE RULES REGARDING
PUBLIC PARTICIPATION DURING MEETINGS OF THE BOARD

Regular Board Meeting
July 21, 2021

ISSUE:

At the August 2020 regular California Horse Racing Board (Board) meeting, the Board approved the adoption of Board Rule 1415 which specifies meeting processes in regulation to make meetings more efficient and establish a clear set of expectations for the Board, stakeholders, and the public.

Board Rule 1415 was noticed to the public and open for 45-day comment from May 21, 2021 to July 5, 2021. During the 45-day comment period, a request for public hearing was received and Board staff conducted a public hearing on July 7, 2021. A summary of all comments received during the public hearing, as well as comments received during the 45-day comment period are attached for Board consideration.

ANALYSIS:

All state boards and commissions are subject to the Bagley-Keene Open Meeting Act (Bagley-Keene) which facilitates transparency of government activities and protects the rights of citizens to participate in state government deliberations. The existing law requires that a state body must provide an opportunity for members of the public to directly provide comment on each agenda item for discussion or consideration, with specific exceptions. While ensuring the broad public right to be heard at public meetings, Bagley-Keene implicitly recognizes the need for efficiency in the conduct of the people's business through limitations on public comment and through the establishment of meeting frameworks. These practices are reasonable and have been adopted by other governmental bodies and upheld by California courts. Public comment and overall meeting frameworks promote transparency of process and efficiency of board and committee meetings to help ensure the public's business is not delayed or incomplete.

To ensure that the board and its committees are able to conduct transparent, efficient, and orderly meetings, the proposed regulations would establish various standing rules, including, but not limited to:

- Time limits for public comment (i.e. a maximum of two minutes per agenda item for each member of the public who wishes to speak).
- Limitations set by the Chairman for the total amount time allocated for items

not on the agenda or for a particular agenda item. Such limitations should be published in advance on the meeting agenda when possible.

- A speaker should address only the Board during public comment and not direct comments at other members of the public in attendance, except with express, advance permission of the Chairman.
- The Chairman may take reasonable steps to stop the disruption of a meeting, including clearing the room of up to all members of the public and/or adjourning the meeting.

Establishing such formal processes promote the intention of Bagley-Keene to provide an opportunity to all members of the public to speak and to not deny this opportunity because of the disruptive activities of others. These processes also make meetings more efficient by laying out the circumstances under which a member of the public may be limited in delivering public comments to the board or committee. In addition, the processes ensure efficiency by creating a mechanism to address repetitious comments and disruptions, allowing meetings to be conducted within the time allotted in order to conduct the public's business.

The intention of Board Rule 1415 is to formalize a process already in place with our Board meetings and is required pursuant to Government Code (GC) [section 11125.7](#). Additionally, the language contained within the proposed Board Rule 1415 is language contained in existing California Code of Regulations (CCR) that is utilized by other boards.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) provides that all licenses granted under the Horse Racing Law are subject to the rules, regulations, and conditions prescribed by the Board.

Government Code (GC) [section 11125.7\(b\)](#) provides that if a board wishes to establish a standing rule that discussion of agenda items will be given a specified amount of time, or that public comment will be limited to a certain amount of time, the board may do so by adopting an administrative regulation

GC section 11125.7(d) specifies that a state body cannot prohibit public criticism of the policies, programs, or services of the state body, or of the acts or omissions of the state body.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
ARTICLE 1. RACING BOARD POWERS AND JURISDICTION
RULE 1415. PUBLIC PARTICIPATION AT MEETINGS.

1415. Public Participation at Meetings.

During meetings of the California Horse Racing Board (Board) subject to the Bagley-Keene Open Meeting Act (Government Code § 11120 et seq.), the following rules regarding public participation apply:

(a) Time.

(1) A member of the public will have a maximum of two minutes to speak per agenda item.

(2) A member of the public who requires translation or interpretive services will have a maximum of four minutes to speak per agenda item.

(3) The Chairperson may modify the amount of time members of the public are allocated for individual comments, depending on the number of speakers. A change to the amount of time allocated for individual comments will apply equally to all speakers.

(4) A member of the public may not transfer his or her unused time for public comment to another member of the public.

(5) The Chairperson may limit the total amount of time allocated for items not on the agenda or for a particular agenda item and may publish such limitations in advance on the agenda for the meeting.

(6) If the total amount of time allocated for public comments is limited by the Chairperson, individuals who do not receive the opportunity to speak due to the expiration of the allocated time may submit comments in writing during the meeting, and such comments will be made part of the record.

(b) Rules of Organization and Order.

(1) Except as otherwise directed by the Chairperson, public comments at meetings shall be received on a "first come, first serve" basis.

(2) The Chairperson may take comments out of order.

(3) A speaker shall address only the Board during public comment and shall not direct comments at other members of the public in attendance, except with express, advance permission of the Chairperson.

(4) A speaker shall yield the floor to any member of the Board who wishes to ask a question or otherwise speak during the speaker's comment. Yielding the floor to a Board member will toll the speaker's allotted time.

(5) A speaker shall refrain from profane, lewd, abusive, or repetitious commentary to the extent that such commentary is disruptive to the meeting.

(6) A speaker shall limit comments to the subject matter of the agenda item being heard and to matters that are subject to the Board's jurisdiction.

(7) A member of the public may not disrupt any other attendee(s) from viewing, hearing, or legitimately participating in any material portion of the meeting.

(8) A member of the public shall not bring signs, flags, banners, exhibits, marquees, or other demonstrative objects into the meeting room. A member of the public may carry and/or display paper materials no larger than letter-sized paper in the meeting room, provided that such paper materials are displayed below shoulder height, and do not otherwise obstruct the view of any other attendee(s).

(9) The Chairperson may require a member of the public to leave the meeting, or limit that individual's opportunity to provide public comment, if that individual has purposely violated this Regulation or otherwise purposefully disrupted the meeting, or expressly encouraged another to do so.

(10) The Board may not prohibit a public comment or otherwise enforce this Regulation based on any view expressed, which may include criticism of acts, omissions, policies, programs, or services of the Board.

Authority cited: Sections 19440,
Business and Professions Code.

Reference: Sections 11121 and 11125.7,
Government Code.

Gravely, Nicole@CHRB

From: Paul Best <[REDACTED]>
Sent: Tuesday, June 15, 2021 8:59 AM
To: Gravely, Nicole@CHRB
Cc: Craig Sherman
Subject: Comment and Opposition to Proposed CHRB Rule 1415
Attachments: Comment Letter re Rule 1415 (final) 6-15-21.pdf

Per instruction from Mr. Sherman, attached please find correspondence regarding the above-referenced matter. Hard copy to follow via US Mail.

Please confirm receipt.

Sincerely,

/s

**Paul Best,
Paralegal
direct email:**

[REDACTED]

Craig A. Sherman, Attorney



1901 First Avenue, Suite 219

San Diego, CA 92101

[REDACTED]

Tel [REDACTED] | Fax [REDACTED]



1901 FIRST AVENUE, SUITE 219
SAN DIEGO, CA 92101

TELEPHONE
[REDACTED]

FACSIMILE
[REDACTED]

June 15, 2021

Via Email Followed by U.S. Mail
nlgravely@chrh.ca.gov

Nicole Lopes-Gravely,
Policy and Regulations Analyst
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Comment and Opposition to Proposed CHRB Rule 1415

To the Members of the California Horse Racing Board (CHRB):

This office represents the entity and association known as Kill Racing Not Horses (“KRNH”) and its representative Martha Sullivan. One of the missions of KRNH is to educate the public about the cruelty of the horseracing industry and supporting an end of live horse racing by promoting a repeal of the legalization of gambling on live horse racing passed by California voters in 1933. KRNH is joined in this comment letter by other supporting groups, San Diego Animal Advocates, Animal Protection and Rescue League, Orange County Animal Liberation, SHARK (Showing Animals Respect & Kindness), Last Chance for Animals, and Animal Alliance Network, who are like-minded groups, associations of persons, and/or members who are opposed to abuses, deaths, and inhumane promotions of horses for entertainment and gambling purposes. Collectively these supporting groups, along with KRNH are referred to herein as “Animal Welfare Groups.”

REQUEST FOR HEARING

KRNH and Animal Welfare Groups further hereby request, by and through their authorized representative Craig A. Sherman, APC, for a hearing on the matter of Proposed Rule 1415. This request is timely made at least 15 days prior to the July 5, 2021 written comment deadline, as specified in CHRB’s *Notice of Proposal to Add Rule 1415 Public Participation at Meetings* (Rule Notice) at page 1.

Animal Welfare Groups is opposed to efforts in the CHRB’s proposed Rule 1415 that undermine the purpose and intent of the Bagley-Keene Open Meeting Act (the Act) (Government Code § 11120 et seq.) by limiting the ability of the public to give comment on items before the Board and general non-agenda public comment.

It is no small secret that members of the CHRB, and Staff, have had ongoing disputes with KRNH and other members of the public and Animal Welfare Groups who seek changes in laws and regulations to end abuses of animals that arise from legalized gambling on horse races.

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Such changes might effectively end the need for the CHRB as a state agency and public body. CHRB board members and staff obviously have a vested interest in the continuation of state-sanctioned gambling on horse racing.

Because of the tension between the political goals of Animal Welfare Groups and the CHRB Board and staff, CHRB board meetings have, at times, been contentious between Board members and the public. However, the CHRB is a creation of the State of California, and its authority and role are subservient to the people – who do not yield their sovereignty to the agencies which serve them. (Government Code § 11120.) The Act specifies that “The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.” (Id.)

It is a violation of the Act for the CHRB to implement Proposed Rule 1415, when multiple provisions of the rule are being adopted for the improper purpose of dictating and controlling public comment and participation *that the CHRB deems oppositional and inconvenient*.

The Rule Notice acknowledges that it must comply with Government Code section 11346.5, subdivision (a)(13) (*see* Rule Notice at 6) to consider that no reasonable alternative considered by the Board or brought to its attention would be: (1) more effective in carrying out the purpose for which the action is proposed; (2) as effective and less burdensome on affected private persons than the proposed action; or (3) would be more cost-effective to affective private persons and equally effective in implementing the statutory policy or other provision of law. (Id.)

The policy reason behind Proposed Rule 1415 emphasizes making meetings more “efficient.” (Rule Notice at 2 [“While ensuring the broad public right to be heard at public meetings, Bagley-Keene implicitly recognizes the need for efficiency in the conduct of the people’s business through limitations on public comment and through the establishment of meeting frameworks.”].) This purported policy goal is inconsistent with the Act, as discussed by the California Attorney General:

Operating under the requirements of the Act can sometimes be frustrating for both board members and staff. This results from the lack of efficiency built into the Act and the unnatural communication patterns brought about by compliance with its rules. If efficiency were the top priority, the Legislature would create a department and then permit the department head to make decisions. However, when the Legislature creates a multimember board, it makes a different value judgment. Rather than striving strictly for efficiency, it concludes that there is a higher value to having a group of individuals with a variety of experiences, backgrounds and viewpoints come together to develop a consensus. Consensus is developed through debate, deliberation and give and take. This process can sometimes take a long time and is very different in character than the individual-decision-maker model.

(Guide to The Bagley-Keene Open Meeting Act 2004 at 2.)¹

¹ Available at https://oag.ca.gov/sites/all/files/agweb/pdfs/publications/bagleykeene2004_ada.pdf (last accessed June 6, 2021).

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The California Attorney General further found that when the Legislature enacted the Bagley-Keene Open Meeting Act, “it imposed still another value judgment on the governmental process. In effect, the Legislature said that when a body sits down to develop its consensus, there needs to be a seat at the table reserved for the public.” (Id., citing Government Code § 11120.) In other words, under the Act, “efficiency is sacrificed for the benefits of greater public participation in government. . .” (Guide to The Bagley-Keene Open Meeting Act 2004 at 2.)

CHRB’s policy goals are subsumed and subject to the policy of the State of California in enacting The Bagley-Keene Open Meeting Act. KRNH and members of the Animal Welfare Groups call for the elimination or significant amendment of identified subdivisions for Proposed Rule 1415 in order that CHRB is compliant with the Act, while at the same time the CHRB is able to pursue its policy goals. Remaining provisions of Proposed Rule 1415 will sufficiently implement the statutory policy (to the extent consistent with the purpose of the Act) while remaining compliant with the Act and the requirements of Government Code section 11346.5, subdivision (a)(13).

CHRB is hereby put on notice that any decision and findings made respecting Proposed Rule 1415 must be compliant with Government Code section 11346.5, subdivision (a)(13). The enactment of multiple and overlapping provisions in the current proposed Rule will act, in concert, to allow CHRB to present procedural and substantive barriers to limit public comment and participation, and control the substance of comments even where such comments are clearly permitted. Should the Board approve of the current provisions of Proposed Rule 1415, it will be liable for multiple violations of the Act, and KRNH and members of the Animal Welfare Groups reserve their rights to seek judicial relief pursuant to Government Code section 11130 and attorneys’ fees pursuant to Government Code section 11130.5.

A. Provisions of Proposed Rule 1415 That Violate the Act

The following provisions, whose purpose and effect are described in the Rule Notice, violate the letter and/or spirit of the Act, and Proposed Rule 1415 must be revised in order to be lawfully compliant. In general, the provision attempts to expand the power of the CHRB, in contravention of the act, in an apparent attempt to control and silence members of the public. These powers are almost certain to be used against members of KRNH and members of the Animal Welfare Groups, based on the fact of previous and personal animosity.

1. Subdivision (b)(9) Proposed Rule 1415 Unlawfully Excludes Public Participation in Meetings Through Chairperson Ejections

The Rule Notice provides that Subsection (b)(9) permits “that the Chairperson may require a member of the public to leave the meeting, or limit that individual’s opportunity to provide public comment, if that individual has purposely violated this Regulation or otherwise purposefully disrupted the meeting, or expressly encouraged another to do so.” (Rule Notice at 4.)

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Subsection (b)(9) vests far too much power in the Chairperson of the CHRB. The Act requires that “All meetings of a state body shall be open and public and all persons shall be permitted to attend any meeting of a state body . . .” (Government Code § 11123.) There are limited and specific exceptions.

Government Code section 11126.5, titled “Disorderly conduct of general public during meeting; clearing of room” provides the following:

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting the state body conducting the meeting may order the meeting room cleared and continue in session. Nothing in this section shall prohibit the state body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting. Notwithstanding any other provision of law, only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

Government Code section 11126.5 does not permit the Chairperson or any member of the CHRB Board to selectively pick and choose any single person for ejection from a meeting for anything less than “willfully interrupting the meeting. . .” (Government Code section 11126.5.) As cited above, Government Code section 11123 otherwise requires that meetings of state agencies be open to the public.

Subdivision (b)(9) of Proposed Rule 1415 goes too far by permitting the Chairperson to eject a person for a purposeful violation of Proposed Rule 1415, even where a purposeful violation of Proposed Rule 1415 is **not** a willful interruption of a CHRB Board meeting. (Id. [“The Chairperson may require a member of the public to leave the meeting . . . if that individual has purposely violated this Regulation or otherwise purposefully disrupted the meeting, or expressly encouraged another to do so.”].)

There are numerous instances where a person would not be interrupting a meeting but may otherwise have purposefully violated Proposed Rule 1415. For example, if a person ceded their time to another to speak on their behalf, the Chairperson might eject that individual, even though the individual in no way “willfully interrupted” the meeting.

Subdivision (b)(9) further permits the Chairperson to eject a member of the public who has been found to have “purposefully disrupted the meeting.” (Id.) At a minimum, in order to avoid confusion or liability, this language should be amended to mirror the statutory language of Government Code section 11126.5 by replacing “purposefully” with “willfully” because there is a qualitative difference between the terms and a different finding required to determine that a person “willfully” disrupts a meeting.

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Finally, Subdivision (b)(9) is out of compliance with the Act because it allows the Chairperson to eject an individual who has “expressly encouraged another to do so [purposefully violate Proposed Rule 1415 or purposefully disrupted a meeting].” (Id.) This power is nowhere contemplated in the Act.

Subdivision (b)(9) should be removed from consideration in the Proposed Rule, or substantially amended to strictly follow the standard of Government Code section 11126.5 and in compliance with Government Code section 11123.

2. Proposed Rule 1415 Unlawfully Includes Multiple Provisions to Stifle the Right of Members of the Public to Comment

Members of the public have a right to “directly address” the CHRB on each agenda item before or during an agency’s consideration of an item. (Government Code § 11125.7.) Subdivisions (b)(2), (b)(3), (b)(4), (b)(5), and (b)(8) operate together to limit the ability of a member of the public to comment. Similar to the improper expansion of a Chairperson’s ability to eject a member of the public, Proposed Rule 1415 simply goes too far in giving the CHRB Board the power to limit and organize public comment in a way to suppress the ability to publicly comment.

a. Procedural Hurdles Preventing Public Comment

Subdivisions (b)(2) and (b)(4) provide for procedural restrictions that allow the Chairperson to deprioritize certain members of the public from commenting, and further permit the interruption of a public comment that will interfere with a full comment.

Subdivision (b)(2) grants the Chairperson the ability to take comments out of order so that the Board may, in the words of the Rule Notice “hear from certain stakeholders regarding a specific agenda item which could influence the comments that follow and possibly eliminate any questions.” (Rule Notice at 3.) The preference for “stakeholders” is highly problematic. Proposed Rule 1415 does not define the term “stakeholder” nor is that term used in the relevant sections of the Act (Government Code §§ 11120-11132) governing meetings. Rather, the Act refers to “members of the public” when it discusses commenting at state agency meetings. (Id.) It would be far too convenient for the term “stakeholder” to be used as a proxy for race track owners or others with certain interests that would relegate members of the public to a secondary status and limit access to comment during CHRB meetings. This would have the effect of favoring one perspective over others. If the CHRB is truly interested in “meeting efficiency,” there can and should also be rules for how much time is spent on Agenda Items and other than Public Comment, and if such matters are exceeded, they can be continued in a manner that does not jeopardize the ability and convenience of public participation.

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Subdivision (b)(4) allows any member of the CHRB Board to interrupt a speaker, break their train of thought, and render ineffectual the speaker's comment. The interruptions are not even limited to questions, but allow the Board member to "speak." While the Rule Notice states that a speaker's time will be "tolled" during said interruption, this does not cure the interruption and impediments to a speaker. The most obvious example is that CHRB Board members will likely interrupt public comments that the Board members disagree with. Members of KRNH and members of the Animal Welfare Groups have personally experienced such interruptions by CHRB Board members during public comment on agenda items. Board members are also incentivized to interrupt opposition speakers with "questions" in order to impede or undermine a speaker's ability to make a point or argument.

Subdivisions (b)(2) and (b)(4) violate the requirements of Government Code Section 11125.7, and the spirit of the Act that members of the public be able to freely comment on items before state agencies. There is no reasonable reason to deprioritize or allow interruptions of speakers, especially where Proposed Rule 1415 will limit speakers to 2 minutes each or less at the discretion of the Chairperson. (*See* Proposed Rule 1415, subdivisions (a)(1) and (a)(3).) Questions and comments can clearly be asked after the end of a comment, and additional time can be assessed, through the Chair, for answers or rebuttal.

Receiving comments from the public is not merely a chore for the CHRB. Public comment reflecting public opinion has been notable in driving CHRB policy and action, including stricter limits and increased penalties for whip use and drugging horses, increased pre-race veterinary examinations and reviews of horses, and post-race veterinary examinations and restrictions on injured/sick horse activity. Public comments have further addressed issues of illegal horse racing and racehorses who go "missing in action" – which all too often means death for racehorses. CHRB's meeting minutes and documentation of decisions and actions should acknowledge the importance of input and comment of members of the public that have drastically improved the welfare of racehorses.

Subdivisions (b)(2) and (b)(4) should be eliminated entirely from consideration.

b. Substantive Limits on Speech During Public Comment

Substantively, Proposed Rule 1415 places severe and unlawful restrictions on public speakers. If enacted, Subdivisions (b)(3), (b)(5), and (b)(8) will violate Government Code section 11125.7, subdivision (c), which prohibits state agencies from refusing to allow public criticism of its policies, programs, or services, or of the acts or omissions of the agency. Said subdivisions are also contrary to the valid expression of members of the public pursuant to state and federal law and are therefore subject to enjoinder and enforcement pursuant to Government Code section 11130, subdivision (a).

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First, Subdivision (b)(5) proposes to make the CHRB board the arbiters of what is “profane, lewd, abusive, or repetitious commentary to the extent that such commentary is disruptive to the meeting.” (Rule Notice at 4.) The Rule Notice justifies these speech prohibitions based upon an amorphous “right to attend or speak at a meeting without disruption.” (Id.)

Second, Subdivision (b)(8) proposes to limit the free expression rights of the public by wholly excluding signs or banners except for a single page size sheet of paper. This prohibition is overreaching and counter to the Act’s intent that the more public participation the better. In the case *Valley Outdoor, Inc. v. City of Riverside*, 446 F.3d 948 (9th Cir. 2006), the Court of Appeals found that the City of Los Angeles asserted unbridled discretion to decide or approve an applicant’s ability to erect billboards. This implicated free speech issues under the First Amendment because the “discretionary authority of this nature over expressive activity is facially violative. . .” (*Id.* at pp. 954–955.) Based on the history of the CHRB having a contentious relationship with certain groups and members of the public, there is a great danger of overreach, censorship, and other arbitrary actions to selectively enforce *who* can bring *which* types of posters or signs.

Subdivisions (b)(5) and (b)(8) are not about balancing speech and expression rights with a “right to attend or speak” without disruption. The Act already provides the limited circumstance under which a person may be ejected. (Government Code § 11126.5 [willful interruption standard].) The purpose of the Act allows a suit for mandate or declaratory and injunctive relief to enforce the valid expression of members of the public (Government Code § 11130, subdivision (a).) The California Constitution provides broad free speech rights such that “Every person may freely speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of this right. A law may not restrain or abridge liberty of speech or press.” (Cal. Const. art. I, sec. 2, subd. (a).) Subdivisions (b)(5) and (b)(8) violate the free sentiment of every person, are not enforceable under the Act, and therefore should be eliminated from Proposed Rule 1415.

Subdivisions (b)(3) must also either be amended or eliminated from Proposed Rule 1415.

Subsection (b)(3) provides that a speaker shall address only the Board during public comments and shall not direct comments at other members of the public in attendance, except with express, advance permission of the Chairperson. This is a restriction of the free expression of the speaker. While Government Code section 11125.7, subdivision (a) provides that “the state body shall provide an opportunity for members of the public to directly address the state body on each agenda item before or during the state body’s discussion or consideration of the item. . . . [.]” this does not extend to the Board the power to dictate that a speaker may not use their time to address a proponent of an item in order to rebut arguments while presenting their comment to the Board. This is yet another example of the Board proposing rules that extend too far beyond what is allowed under the Act.

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B. A Writ of Mandate and Declaratory and Injunctive Relief Action May be Brought

Under the Act, the Attorney General, a district attorney, or any interested person could commence court action (mandamus, injunction, and declaratory relief) to stop or prevent violations or threatened violations of said Act. (Government Code § 11130.) Court costs and reasonable attorney's fees may be awarded to a successful plaintiff to be paid from the funds of the agency. (Government Code § 11130.5) Further, the Attorney General, a district attorney, or any interested person may, in a court action, seek "to determine whether any rule or action by the state body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, ..." (Government Code § 11130, subd. (a).) This is a unique provision that grants additional protections to members of the public who wish to hear and consider the viewpoint of potential minority members of a state agency, even when a minority member's viewpoint is "unwelcome." CHRB is on notice that – to the extent that Proposed Rule 1415 intends or allows the Board's control of speech, including the application of similar rules to current or future Board members, any interested person may enforce the public's right and access to a Board minority viewpoint.

KRNH and the Animal Welfare Groups, or any other interested member of the public, may bring an action against the CHRB for violations of the Act, based on the attempt of the CHRB Board to use both procedural and substantive barriers to interfere with the right of members of the public to comment at Board meetings. (Government Code § 11125.7, subd. (a).)

C. Conclusion and Summary of Requests

KRNH and the Animal Welfare Groups request that the unlawful and problematic provisions of Proposed Rule 1415 be corrected, with Subdivisions (b)(2), (b)(3), (b)(4), and (b)(9) significantly amended or eliminated, and (b)(5), (b)(8) wholly eliminated, consistent with the comments in this letter.

KRNH and Animal Welfare Groups also confirm their request for a hearing on the matter of Proposed Rule 1415. This request is timely made at least 15 days prior to the July 5, 2021 written comment deadline, as specified in the Rule Notice on page 1.

Concluding Remarks

Should you have any questions, please do not hesitate to contact my office.

Sincerely,



Craig A. Sherman

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cc: Gavin Newsom, Governor
Office of Governor
STATE OF CALIFORNIA
1303 10th Street, Suite 1173
Sacramento, CA 95814

Office of the Attorney General
Division of Civil Law, Employment and
Administrative Mandate
STATE OF CALIFORNIA
Attn: Public Inquiry Unit
P.O. Box 944255
Sacramento, CA 94244-2550

Gravely, Nicole@CHRB

From: AMS1977v [REDACTED] >
Sent: Thursday, June 17, 2021 12:53 PM
To: Gravely, Nicole@CHRB
Cc: [REDACTED]
Subject: Opposition to Proposed CHRB Rule 1415
Attachments: OppositionToRule1415_CHRB.pdf

Dear Nicole,

As a concerned citizen that calls in regularly (and has attended) to the CHRB, I stand in support of the attached letter.

We have a right to be heard and to put our comments on public record and I am OPPOSED to the CHRB efforts to limit the ability of the public to give comment on items before the Board and general non-agenda public comment by proposing Rule 1415. It is clear they have financial interest in the continuation of the abuse of these innocent animals and don't want to hear our opposition to that. My rights and the rights of these innocent creatures are being taken away as I am a voice for them!

Thank you and I look forward to your reply.

Sent with [ProtonMail](#) Secure Email.



1901 FIRST AVENUE, SUITE 219
SAN DIEGO, CA 92101

TELEPHONE

FACSIMILE

June 15, 2021

Via Email Followed by U.S. Mail
nlgravely@chr.ca.gov

Nicole Lopes-Gravely,
Policy and Regulations Analyst
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Comment and Opposition to Proposed CHRB Rule 1415

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It is no small secret that members of the CHRB, and Staff, have had ongoing disputes with KRNH and other members of the public and Animal Welfare Groups who seek changes in laws and regulations to end abuses of animals that arise from legalized gambling on horse races.

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Such changes might effectively end the need for the CHRB as a state agency and public body. CHRB board members and staff obviously have a vested interest in the continuation of state-sanctioned gambling on horse racing.

Because of the tension between the political goals of Animal Welfare Groups and the CHRB Board and staff, CHRB board meetings have, at times, been contentious between Board members and the public. However, the CHRB is a creation of the State of California, and its authority and role are subservient to the people – who do not yield their sovereignty to the agencies which serve them. (Government Code § 11120.) The Act specifies that “The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.” (Id.)

It is a violation of the Act for the CHRB to implement Proposed Rule 1415, when multiple provisions of the rule are being adopted for the improper purpose of dictating and controlling public comment and participation *that the CHRB deems oppositional and inconvenient*.

The Rule Notice acknowledges that it must comply with Government Code section 11346.5, subdivision (a)(13) (*see* Rule Notice at 6) to consider that no reasonable alternative considered by the Board or brought to its attention would be: (1) more effective in carrying out the purpose for which the action is proposed; (2) as effective and less burdensome on affected private persons than the proposed action; or (3) would be more cost-effective to affective private persons and equally effective in implementing the statutory policy or other provision of law. (Id.)

The policy reason behind Proposed Rule 1415 emphasizes making meetings more “efficient.” (Rule Notice at 2 [“While ensuring the broad public right to be heard at public meetings, Bagley-Keene implicitly recognizes the need for efficiency in the conduct of the people’s business through limitations on public comment and through the establishment of meeting frameworks.”].) This purported policy goal is inconsistent with the Act, as discussed by the California Attorney General:

Operating under the requirements of the Act can sometimes be frustrating for both board members and staff. This results from the lack of efficiency built into the Act and the unnatural communication patterns brought about by compliance with its rules. If efficiency were the top priority, the Legislature would create a department and then permit the department head to make decisions. However, when the Legislature creates a multimember board, it makes a different value judgment. Rather than striving strictly for efficiency, it concludes that there is a higher value to having a group of individuals with a variety of experiences, backgrounds and viewpoints come together to develop a consensus. Consensus is developed through debate, deliberation and give and take. This process can sometimes take a long time and is very different in character than the individual-decision-maker model.

(Guide to The Bagley-Keene Open Meeting Act 2004 at 2.)¹

¹ Available at https://oag.ca.gov/sites/all/files/agweb/pdfs/publications/bagleykeene2004_ada.pdf (last accessed June 6, 2021).

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The California Attorney General further found that when the Legislature enacted the Bagley-Keene Open Meeting Act, “it imposed still another value judgment on the governmental process. In effect, the Legislature said that when a body sits down to develop its consensus, there needs to be a seat at the table reserved for the public.” (Id., citing Government Code § 11120.) In other words, under the Act, “efficiency is sacrificed for the benefits of greater public participation in government. . .” (Guide to The Bagley-Keene Open Meeting Act 2004 at 2.)

CHRB’s policy goals are subsumed and subject to the policy of the State of California in enacting The Bagley-Keene Open Meeting Act. KRNH and members of the Animal Welfare Groups call for the elimination or significant amendment of identified subdivisions for Proposed Rule 1415 in order that CHRB is compliant with the Act, while at the same time the CHRB is able to pursue its policy goals. Remaining provisions of Proposed Rule 1415 will sufficiently implement the statutory policy (to the extent consistent with the purpose of the Act) while remaining compliant with the Act and the requirements of Government Code section 11346.5, subdivision (a)(13).

CHRB is hereby put on notice that any decision and findings made respecting Proposed Rule 1415 must be compliant with Government Code section 11346.5, subdivision (a)(13). The enactment of multiple and overlapping provisions in the current proposed Rule will act, in concert, to allow CHRB to present procedural and substantive barriers to limit public comment and participation, and control the substance of comments even where such comments are clearly permitted. Should the Board approve of the current provisions of Proposed Rule 1415, it will be liable for multiple violations of the Act, and KRNH and members of the Animal Welfare Groups reserve their rights to seek judicial relief pursuant to Government Code section 11130 and attorneys’ fees pursuant to Government Code section 11130.5.

A. Provisions of Proposed Rule 1415 That Violate the Act

The following provisions, whose purpose and effect are described in the Rule Notice, violate the letter and/or spirit of the Act, and Proposed Rule 1415 must be revised in order to be lawfully compliant. In general, the provision attempts to expand the power of the CHRB, in contravention of the act, in an apparent attempt to control and silence members of the public. These powers are almost certain to be used against members of KRNH and members of the Animal Welfare Groups, based on the fact of previous and personal animosity.

1. Subdivision (b)(9) Proposed Rule 1415 Unlawfully Excludes Public Participation in Meetings Through Chairperson Ejections

The Rule Notice provides that Subsection (b)(9) permits “that the Chairperson may require a member of the public to leave the meeting, or limit that individual’s opportunity to provide public comment, if that individual has purposely violated this Regulation or otherwise purposefully disrupted the meeting, or expressly encouraged another to do so.” (Rule Notice at 4.)

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Subsection (b)(9) vests far too much power in the Chairperson of the CHRB. The Act requires that “All meetings of a state body shall be open and public and all persons shall be permitted to attend any meeting of a state body . . .” (Government Code § 11123.) There are limited and specific exceptions.

Government Code section 11126.5, titled “Disorderly conduct of general public during meeting; clearing of room” provides the following:

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting the state body conducting the meeting may order the meeting room cleared and continue in session. Nothing in this section shall prohibit the state body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting. Notwithstanding any other provision of law, only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

Government Code section 11126.5 does not permit the Chairperson or any member of the CHRB Board to selectively pick and choose any single person for ejection from a meeting for anything less than “willfully interrupting the meeting. . .” (Government Code section 11126.5.) As cited above, Government Code section 11123 otherwise requires that meetings of state agencies be open to the public.

Subdivision (b)(9) of Proposed Rule 1415 goes too far by permitting the Chairperson to eject a person for a purposeful violation of Proposed Rule 1415, even where a purposeful violation of Proposed Rule 1415 is **not** a willful interruption of a CHRB Board meeting. (Id. [“The Chairperson may require a member of the public to leave the meeting . . . if that individual has purposely violated this Regulation or otherwise purposefully disrupted the meeting, or expressly encouraged another to do so.”].)

There are numerous instances where a person would not be interrupting a meeting but may otherwise have purposefully violated Proposed Rule 1415. For example, if a person ceded their time to another to speak on their behalf, the Chairperson might eject that individual, even though the individual in no way “willfully interrupted” the meeting.

Subdivision (b)(9) further permits the Chairperson to eject a member of the public who has been found to have “purposefully disrupted the meeting.” (Id.) At a minimum, in order to avoid confusion or liability, this language should be amended to mirror the statutory language of Government Code section 11126.5 by replacing “purposefully” with “willfully” because there is a qualitative difference between the terms and a different finding required to determine that a person “willfully” disrupts a meeting.

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Finally, Subdivision (b)(9) is out of compliance with the Act because it allows the Chairperson to eject an individual who has “expressly encouraged another to do so [purposefully violate Proposed Rule 1415 or purposefully disrupted a meeting].” (Id.) This power is nowhere contemplated in the Act.

Subdivision (b)(9) should be removed from consideration in the Proposed Rule, or substantially amended to strictly follow the standard of Government Code section 11126.5 and in compliance with Government Code section 11123.

2. Proposed Rule 1415 Unlawfully Includes Multiple Provisions to Stifle the Right of Members of the Public to Comment

Members of the public have a right to “directly address” the CHRB on each agenda item before or during an agency’s consideration of an item. (Government Code § 11125.7.) Subdivisions (b)(2), (b)(3), (b)(4), (b)(5), and (b)(8) operate together to limit the ability of a member of the public to comment. Similar to the improper expansion of a Chairperson’s ability to eject a member of the public, Proposed Rule 1415 simply goes too far in giving the CHRB Board the power to limit and organize public comment in a way to suppress the ability to publicly comment.

a. Procedural Hurdles Preventing Public Comment

Subdivisions (b)(2) and (b)(4) provide for procedural restrictions that allow the Chairperson to deprioritize certain members of the public from commenting, and further permit the interruption of a public comment that will interfere with a full comment.

Subdivision (b)(2) grants the Chairperson the ability to take comments out of order so that the Board may, in the words of the Rule Notice “hear from certain stakeholders regarding a specific agenda item which could influence the comments that follow and possibly eliminate any questions.” (Rule Notice at 3.) The preference for “stakeholders” is highly problematic. Proposed Rule 1415 does not define the term “stakeholder” nor is that term used in the relevant sections of the Act (Government Code §§ 11120-11132) governing meetings. Rather, the Act refers to “members of the public” when it discusses commenting at state agency meetings. (Id.) It would be far too convenient for the term “stakeholder” to be used as a proxy for race track owners or others with certain interests that would relegate members of the public to a secondary status and limit access to comment during CHRB meetings. This would have the effect of favoring one perspective over others. If the CHRB is truly interested in “meeting efficiency,” there can and should also be rules for how much time is spent on Agenda Items and other than Public Comment, and if such matters are exceeded, they can be continued in a manner that does not jeopardize the ability and convenience of public participation.

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Subdivision (b)(4) allows any member of the CHRB Board to interrupt a speaker, break their train of thought, and render ineffectual the speaker's comment. The interruptions are not even limited to questions, but allow the Board member to "speak." While the Rule Notice states that a speaker's time will be "tolled" during said interruption, this does not cure the interruption and impediments to a speaker. The most obvious example is that CHRB Board members will likely interrupt public comments that the Board members disagree with. Members of KRNH and members of the Animal Welfare Groups have personally experienced such interruptions by CHRB Board members during public comment on agenda items. Board members are also incentivized to interrupt opposition speakers with "questions" in order to impede or undermine a speaker's ability to make a point or argument.

Subdivisions (b)(2) and (b)(4) violate the requirements of Government Code Section 11125.7, and the spirit of the Act that members of the public be able to freely comment on items before state agencies. There is no reasonable reason to deprioritize or allow interruptions of speakers, especially where Proposed Rule 1415 will limit speakers to 2 minutes each or less at the discretion of the Chairperson. (*See* Proposed Rule 1415, subdivisions (a)(1) and (a)(3).) Questions and comments can clearly be asked after the end of a comment, and additional time can be assessed, through the Chair, for answers or rebuttal.

Receiving comments from the public is not merely a chore for the CHRB. Public comment reflecting public opinion has been notable in driving CHRB policy and action, including stricter limits and increased penalties for whip use and drugging horses, increased pre-race veterinary examinations and reviews of horses, and post-race veterinary examinations and restrictions on injured/sick horse activity. Public comments have further addressed issues of illegal horse racing and racehorses who go "missing in action" – which all too often means death for racehorses. CHRB's meeting minutes and documentation of decisions and actions should acknowledge the importance of input and comment of members of the public that have drastically improved the welfare of racehorses.

Subdivisions (b)(2) and (b)(4) should be eliminated entirely from consideration.

b. Substantive Limits on Speech During Public Comment

Substantively, Proposed Rule 1415 places severe and unlawful restrictions on public speakers. If enacted, Subdivisions (b)(3), (b)(5), and (b)(8) will violate Government Code section 11125.7, subdivision (c), which prohibits state agencies from refusing to allow public criticism of its policies, programs, or services, or of the acts or omissions of the agency. Said subdivisions are also contrary to the valid expression of members of the public pursuant to state and federal law and are therefore subject to enjoinder and enforcement pursuant to Government Code section 11130, subdivision (a).

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First, Subdivision (b)(5) proposes to make the CHRB board the arbiters of what is “profane, lewd, abusive, or repetitious commentary to the extent that such commentary is disruptive to the meeting.” (Rule Notice at 4.) The Rule Notice justifies these speech prohibitions based upon an amorphous “right to attend or speak at a meeting without disruption.” (Id.)

Second, Subdivision (b)(8) proposes to limit the free expression rights of the public by wholly excluding signs or banners except for a single page size sheet of paper. This prohibition is overreaching and counter to the Act’s intent that the more public participation the better. In the case *Valley Outdoor, Inc. v. City of Riverside*, 446 F.3d 948 (9th Cir. 2006), the Court of Appeals found that the City of Los Angeles asserted unbridled discretion to decide or approve an applicant’s ability to erect billboards. This implicated free speech issues under the First Amendment because the “discretionary authority of this nature over expressive activity is facially violative. . .” (*Id.* at pp. 954–955.) Based on the history of the CHRB having a contentious relationship with certain groups and members of the public, there is a great danger of overreach, censorship, and other arbitrary actions to selectively enforce *who* can bring *which* types of posters or signs.

Subdivisions (b)(5) and (b)(8) are not about balancing speech and expression rights with a “right to attend or speak” without disruption. The Act already provides the limited circumstance under which a person may be ejected. (Government Code § 11126.5 [willful interruption standard].) The purpose of the Act allows a suit for mandate or declaratory and injunctive relief to enforce the valid expression of members of the public (Government Code § 11130, subdivision (a).) The California Constitution provides broad free speech rights such that “Every person may freely speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of this right. A law may not restrain or abridge liberty of speech or press.” (Cal. Const. art. I, sec. 2, subd. (a).) Subdivisions (b)(5) and (b)(8) violate the free sentiment of every person, are not enforceable under the Act, and therefore should be eliminated from Proposed Rule 1415.

Subdivisions (b)(3) must also either be amended or eliminated from Proposed Rule 1415.

Subsection (b)(3) provides that a speaker shall address only the Board during public comments and shall not direct comments at other members of the public in attendance, except with express, advance permission of the Chairperson. This is a restriction of the free expression of the speaker. While Government Code section 11125.7, subdivision (a) provides that “the state body shall provide an opportunity for members of the public to directly address the state body on each agenda item before or during the state body’s discussion or consideration of the item. . . . [.]” this does not extend to the Board the power to dictate that a speaker may not use their time to address a proponent of an item in order to rebut arguments while presenting their comment to the Board. This is yet another example of the Board proposing rules that extend too far beyond what is allowed under the Act.

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B. A Writ of Mandate and Declaratory and Injunctive Relief Action May be Brought

Under the Act, the Attorney General, a district attorney, or any interested person could commence court action (mandamus, injunction, and declaratory relief) to stop or prevent violations or threatened violations of said Act. (Government Code § 11130.) Court costs and reasonable attorney's fees may be awarded to a successful plaintiff to be paid from the funds of the agency. (Government Code § 11130.5) Further, the Attorney General, a district attorney, or any interested person may, in a court action, seek "to determine whether any rule or action by the state body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, ..." (Government Code § 11130, subd. (a).) This is a unique provision that grants additional protections to members of the public who wish to hear and consider the viewpoint of potential minority members of a state agency, even when a minority member's viewpoint is "unwelcome." CHR B is on notice that – to the extent that Proposed Rule 1415 intends or allows the Board's control of speech, including the application of similar rules to current or future Board members, any interested person may enforce the public's right and access to a Board minority viewpoint.

KRNH and the Animal Welfare Groups, or any other interested member of the public, may bring an action against the CHR B for violations of the Act, based on the attempt of the CHR B Board to use both procedural and substantive barriers to interfere with the right of members of the public to comment at Board meetings. (Government Code § 11125.7, subd. (a).)

C. Conclusion and Summary of Requests

KRNH and the Animal Welfare Groups request that the unlawful and problematic provisions of Proposed Rule 1415 be corrected, with Subdivisions (b)(2), (b)(3), (b)(4), and (b)(9) significantly amended or eliminated, and (b)(5), (b)(8) wholly eliminated, consistent with the comments in this letter.

KRNH and Animal Welfare Groups also confirm their request for a hearing on the matter of Proposed Rule 1415. This request is timely made at least 15 days prior to the July 5, 2021 written comment deadline, as specified in the Rule Notice on page 1.

Concluding Remarks

Should you have any questions, please do not hesitate to contact my office.

Sincerely,



Craig A. Sherman

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cc: Gavin Newsom, Governor
Office of Governor
STATE OF CALIFORNIA
1303 10th Street, Suite 1173
Sacramento, CA 95814

Office of the Attorney General
Division of Civil Law, Employment and
Administrative Mandate
STATE OF CALIFORNIA
Attn: Public Inquiry Unit
P.O. Box 944255
Sacramento, CA 94244-2550

Gravely, Nicole@CHRB

From: Ashley Lewis <[REDACTED]>
Sent: Wednesday, June 30, 2021 8:58 PM
To: Gravely, Nicole@CHRB
Subject: CHRB Rule 1415, Public Participation at Meetings

Dear Ms. Nicole Lopes-Gravely,

I am a concerned citizen of California who has attended several CHRB hearings. As a member of the public, I am also a stakeholder in the horse racing industry and am particularly interested in the whereabouts and well being of these horses. The CHRB has been giving obvious preferential treatment to the industry veterans over critics ever since we first started participating. In fact, the CHRB has gone so far as to block me on Twitter for simply sharing news articles about the horses which are killed on local tracks.

The proposed regulatory action is meant to muzzle us from seeking the truth which we deserve to speak to and comment on as a member of the public in public forum.

Thank you for your attention to this matter and I look forward to attending the public hearing next Wednesday.

Ashley Lewis

--

Ashley Lewis
[REDACTED]

Gravely, Nicole@CHRB

From: Kelly Erwin [REDACTED] >
Sent: Sunday, July 4, 2021 12:19 PM
To: Gravely, Nicole@CHRB
Subject: CHRB RULE 1415

Importance: High

Dear Ms. Lopes-Gravely,

It has come to my attention that the CHRB is requesting some changes to how the Public can voice their opinions at meetings about current issues. I read the material at hand, although I'm no lawyer, it seems to me that the CHRB would like to silence certain groups who oppose HORSE RACING and to limit their right to voice opposition and have transparency. More and more Californians are getting clued into what is really happening. The DARK SIDE of Horse Racing is being exposed and more and more people will fight for the rights of horses used for gambling and entertainment. Rule 1415 is not a good idea and you cannot silence or cajole the system and the rights of the people...who you work for....to be dismissed, changed and disregarded.

Thank you for your time.

Sincerely,

Kelly Erwin
Cathedral City, CA

Gravely, Nicole@CHRB

From: Elaine Livesey-Fassel <[REDACTED]>
Sent: Sunday, July 4, 2021 2:52 PM
To: Gravely, Nicole@CHRB
Subject: Current concern re. Horse Racing

This politically active citizen and long time animal advocate and environmentalist has been profoundly disturbed indeed angered by the mounting numbers of injured and killed race horses over these many years and has written countless letters to that effect to her legislators and others in that arena to little avail. I wish to again state my condemnation of the use of drug enhancement of the victimized athletes and the pitiful attempt to stem the gross and vile exploitation of this animal for profit by owners and certain criminally tainted trainers. We in the public have had enough and are sick and tired of the continued excuses for this continuing exploitation and mounting deaths. IF ONLY the CHRB had courage and a shred of decency to also state ENOUGH! this exploitation must be and will be addressed so that the sport might be one to which we can be proud, or the current farce must be totally ended. These animals and all who are humane and compassionate demand attention be paid!

With thanks for your consideration, Elaine Livesey-Fassel (W.L.A.Calif)

Gravely, Nicole@CHRB

From: runnkm <[REDACTED]>
Sent: Sunday, July 4, 2021 4:12 PM
To: Gravely, Nicole@CHRB
Subject: Proposed Rule 1415

To the CHRB Board of Directors :

I am an animal advocate. I am also a taxpayer and resident of CA and have been over 60 years .

I am a CHRB stakeholder also, and I bring a valuable perspective to the CHRB's decision making. The CHRB should not consider my input less of a priority than other stakeholders.

Our country was founded on freedom of speech. We learn and evolve as citizens from diversity and hearing all perspectives on all matters. I would think the CHRB would welcome the input and perspectives from all citizens. After-all, the safety of the racehorses should be everyone's highest priority and primary concern .

Please keep this in mind and make the decision to welcome the input from ALL stakeholders and not simply pander to the self serving interests of those with direct interests in the horse racing industry.

Thank you for your time and consideration.

Nancy Mitchell
Concern Citizen
And Stakeholder

[Sent from the all new AOL app for iOS](#)

Gravely, Nicole@CHRB

From: [REDACTED]
Sent: Sunday, July 4, 2021 4:49 PM
To: Gravely, Nicole@CHRB
Subject: Propsed Rule 1415

Dear Ms. Lopes-Gravely,

I am writing in opposition to CHRB's proposed Rule 1415. This rule undermines the purpose and intent of the Bagley-Keene Open Meeting Act by limiting the ability of the public to give comment on items before the Board and general non-agenda public comment. In addition, this rule violates the 2nd Amendment of the United States Constitution which guarantees our freedom of speech, even when that speech may be controversial, inconvenient, or contrary to the agenda of a government body.

Regardless of the position on horse racing, the public must be allowed to speak at CHRB meetings. This rule is clearly designed to silence the groups who have concerns regarding the welfare of the horses. I would think that these concerns would be a priority for the CHRB.

Thank you,
Kiersten Cluster

Gravely, Nicole@CHRB

From: [REDACTED]
Sent: Sunday, July 4, 2021 6:51 PM
To: Gravely, Nicole@CHRB
Subject: CHRB Rule 1415

Dear Ms. Lopes-Gravely,

My name is Leslie Randall and I live in Moorpark, California. I am writing to you and the CHRB Board to express my opinions on the proposed Rule 1415 that would, if passed, limit public participation at your meetings. Why? Why is limiting members of the general public so concerning to you all? We have just as much right as anyone else to attend your meetings, ask our questions, express our concerns, dissatisfactions, and quite frankly, ask the most important questions that concern the welfare and wellbeing of the horses that are currently "employed" by California racetracks.

I don't quite understand, other than to assume that our voices don't matter? Well they do. We, as members of the public have every right to participate, criticize, disagree, or voice opinions as do any other person(s) that attend your meetings.

Free speech. Or is it really?

Sincerely,

Leslie Randall

Gravely, Nicole@CHRB

From: Wendy Minovitz [REDACTED] >
Sent: Sunday, July 4, 2021 8:04 PM
To: Gravely, Nicole@CHRB
Subject: Comment and Opposition to Proposed CHRB Rule 1415

Nicole Lopes-Gravely
Policy and Regulations Analyst
California Horse Racing Board

My name is Wendy Marcus Minovitz and I am writing to you regarding the proposed Rule 1415 which would limit public participation at CHRB meetings. As an animal rights activist affiliated with "Kill Racing Not Horses" I have been making comments at these meetings for two years. I have commented in person at meetings held at Santa Anita Racetrack and have traveled to Pleasanton to make comments there as well. Since the outbreak of Covid I have phoned in my comments, even when I had to stay on the line for more than three hours.

I consider it my right as a long standing California resident and member of the public to speak up for the horses since they cannot speak for themselves. I have continued to speak up despite being subjected to insults and sexist, derogatory innuendo. My fellow activists and I have had our comments cut short when those on the opposing side have been granted longer speaking times.

Despite the tension, and often hostility, I continue to consider it my right to participate in the CHRB meetings and to make my comments heard. To limit public participation and to silence our voices is something that should not be considered.

Thank you.

Gravely, Nicole@CHRB

From: Georja Umamo <[REDACTED]>
Sent: Monday, July 5, 2021 12:49 AM
To: Gravely, Nicole@CHRB
Subject: Don't restrict comments

Dear Members of CHRB

It is an American right to speak up. The dissidents are bringing to light many problems that are being hidden. Do not try to restrict public comment.

Thank you

Kind regards

Georja Umamo
Santa Monica CA

Sent with good cheer

Gravely, Nicole@CHRB

From: aquawoman <[REDACTED]>
Sent: Monday, July 5, 2021 8:31 AM
To: Gravely, Nicole@CHRB
Subject: Comment on proposed rule 1415.
Attachments: HW Rule 1415 statement.pdf

Ms Lopes-Gravely,
Also attached as a PDF.
Thank you.
Heather
<><>

Ever since the public began showing up at the CHRB monthly meetings in Spring 2019, the CHRB have been doing their best to silence us.

Former Chair Chuck Winner and Vice Chair Madeline Auerbach used to argue with us, interrupt us, and brazenly cut us off. It was obviously unfamiliar territory for them- having the public show up and openly criticize and question the CHRB, and horse racing in general. At one meeting, Former Commissioner Araceli Ruano and Chair Chuck Winner did not even try to contain their laughter when a male jockey sexually harassed the female members of the public when he was at the podium.

Meetings were moved out of Southern California, and public comment was moved to the end of the meetings to try to discourage participation. But neither tactic worked, as we would not be silenced.

COVID forced the meetings to be held via teleconference, making it easier for current Chairman Ferraro to hang up on us. The pattern of preferential treatment to industry supporters is painfully obvious. Racing apologists are repeatedly allowed to attack the anti-racing members of the public. They are allowed to speak longer than their allocated time; to speak off topic; and to comment on an agenda item that has already passed because they were not paying attention and did not get in the queue.

ALL of this being said- the CHRB is still not satisfied. You still want to infringe on our rights. The CHRB Commissioners are appointed by the Governor. The CHRB is a creation of the State of California, and its authority and role are subservient to the people – who do not yield their sovereignty to the agencies which serve them. (Government Code § 11120.)

Your days of unfettered horse abuse are long gone. Never in the history of horse racing in California, have members of the public demanded to know where missing horses are. You are absolutely hiding fatalities, otherwise you would be willing to answer some VERY simple

questions, namely if a particular horse is dead or alive. These allegations are confirmed in a recent complaint filed against the CA Veterinary Medical Board, with then-equine medical director Dr. Rick Arthur and the CHRB named. Better yet, they are confirmed by Dr. Ferraro himself, who has the audacity to call it a “minor problem.” If carting off mortally wounded horses to be euthanized at a non-CHRB clinic so they are not counted is a “minor problem” then there really is no hope for you.

You are also covering up for Bob Baffert. In Sept 2019, I put together a presentation re: chemical structures and molecular weights in naturally occurring scopolamine versus synthetic. Beautiful, professional imagery was crafted on posters to show the public and the CHRB Commissioners how the “contaminated feed” argument did not hold water when you looked at the chemistry, the science and the forensic testing that would have easily debunked this excuse. But with your new “rules” that do not allow for posters, the public and the CHRB would be denied these visuals.

The public have every right to participate in these meetings. Proposed Rule 1415 is just one more example of your desire to have your lying, cheating and deceiving go unchecked and unchallenged. Persons speaking the truth about horse racing are the biggest threat to this dying industry.

Heather Wilson
Los Angeles

Sent with [ProtonMail](#) Secure Email.

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ALL of this being said- the CHRB is still not satisfied. You still want to infringe on our rights. The CHRB Commissioners are appointed by the Governor. The CHRB is a creation of the State of California, and its authority and role are subservient to the people – who do not yield their sovereignty to the agencies which serve them. (Government Code § 11120.)

Your days of unfettered horse abuse are long gone. Never in the history of horse racing in California, have members of the public demanded to know where missing horses are. You are absolutely hiding fatalities, otherwise you would be willing to answer some VERY simple questions, namely if a particular horse is dead or alive. These allegations are confirmed in a recent complaint filed against the CA Veterinary Medical Board, with then-equine medical director Dr. Rick Arthur and the CHRB named. Better yet, they are confirmed by Dr. Ferraro himself, who has the audacity to call it a “minor problem.” If carting off mortally wounded horses to be euthanized at a non-CHRB clinic so they are not counted is a “minor problem” then there really is no hope for you.

You are also covering up for Bob Baffert. In Sept 2019, I put together a presentation re: chemical structures and molecular weights in naturally occurring scopolamine versus synthetic. Beautiful, professional imagery was crafted on posters to show the public and the CHRB Commissioners how the “contaminated feed” argument did not hold water when you looked at the chemistry, the science and the forensic testing that would have easily debunked this excuse. But with your new “rules” that do not allow for posters, the public and the CHRB would be denied these visuals.

The public have every right to participate in these meetings. Proposed Rule 1415 is just one more example of your desire to have your lying, cheating and deceiving go unchecked and unchallenged. Persons speaking the truth about horse racing are the biggest threat to this dying industry.

Heather Wilson
Los Angeles

Gravely, Nicole@CHRB

From: amanda_lundberg [REDACTED]
Sent: Monday, July 5, 2021 9:30 AM
To: Gravely, Nicole@CHRB
Subject: Proposed rule 1415

Upon learning about the abusive, deadly and greedy industry that is horse racing a number of years ago, and after further research, I learned I had an opportunity to share facts, that the industry so often attempts to hide, share my opinion on this murderous industry and have a voice for the horses who are silenced by the CHRB.

From the first time I attended a CHRB meeting I have been cut off, called a liar when I make a statement which is not only fact but easily proven to be so, I have been threatened to be removed from meetings when I've not broken any rules but instead because one or more members of the CHRB don't agree with or like my comment.

I've been disrespected on multiple occasions by other members of the public who support horse racing during my public comment minutes where not only has the CHRB not reprimanded this behavior but has encouraged it with the smug chuckles. I could go on but my time is limited.

This proposed rule 1415 would give the CHRB, who have vested interest in the horse racing industry, further power to continue their attempts at silencing me and others like me who would like nothing more than to end the use, abuse and killing of these beautiful sentient beings that the greedy horse racing industry and the CHRB members profit off of.

Gravely, Nicole@CHRB

From: Elaine Livesey-Fassel [REDACTED] >
Sent: Monday, July 5, 2021 11:19 AM
To: Gravely, Nicole@CHRB
Subject: Fw: Current concern re. Horse Racing

----- Forwarded Message -----

From: Elaine Livesey-Fassel <[REDACTED]>
To: nlgravely@chrb.ca.gov <nlgravely@chrb.ca.gov>
Sent: Sunday, July 4, 2021, 02:51:40 PM PDT
Subject: Current concern re. Horse Racing

This politically active citizen and long time animal advocate and environmentalist has been profoundly disturbed indeed angered by the mounting numbers of injured and killed race horses over these many years and has written countless letters to that effect to her legislators and others in that arena to little avail. I wish to again state my condemnation of the use of drug enhancement of the victimized athletes and the pitiful attempt to stem the gross and vile exploitation of this animal for profit by owners and certain criminally tainted trainers. We in the public have had enough and are sick and tired of the continued excuses for this continuing exploitation and mounting deaths. IF ONLY the CHRB had courage and a shred of decency to also state ENOUGH! this exploitation must be and will be addressed so that the sport might be one to which we can be proud, or the current farce must be totally ended. These magnificent animals and all people who are humane and compassionate demand attention be paid to this vital issue. It is of paramount importance.

I must not neglect to note that I am a CHRB stakeholder also, and I bring a valuable perspective to the CHRB's important decision making. The CHRB should not consider my input less of a priority than other stakeholders. I have loved and ridden horses most of my life until recently, am an ardent and active animal advocate as I already noted at the outset and care deeply about the outcome of this issue.

Thank you, Elaine Livesey-Fassel W.L.A.California 90064.

Gravely, Nicole@CHRB

From: Patty Shenker <[REDACTED]>
Sent: Monday, July 5, 2021 12:58 PM
To: Gravely, Nicole@CHRB
Subject: Proposed Rule 1415

Hello Ms. Lopes-Gravely-

We are writing to voice our strong opposition to the Proposed Rule 1415. As California citizens, we are CHRB taxpayers & stakeholders too and we have every right to voice our concerns to the board of what is going on in horse racing. Our input reflects what many Californians think & feel about this industry and we have to be heard & considered as much as anyone else.

As animal activists and rescuers, we see it as our duty to spotlight animal issues & the callous treatment and to try to stop the cruelty and suffering and deaths. So it is with horse racing- and our need to voice our concerns and give feedback at these CHRB board meetings.

We have personally rescued 6 horses and years ago, we purchased 160 acres in Northern California for a horse sanctuary that continues to this day and has taken in former horses from racing.

If you read the transcripts or listen to them, you will see that we are the ones denigrated, rudely cut off and even heard pro-horse racing people urge the board to not allow us to attend & speak at these meetings. That is disgraceful & wrong. But it won't stop us.

We know that we are educating the public about the deadly truths & corruptions of this industry & making a difference. We know you don't like it but we are still in America and the right to speak up, to protest, to have signs & banners has not yet been completely taken away.

So we urge you to not allow this proposal to go forward. Thank you for your time & attention.

Patty Shenker & Doug Stoll
Los Angeles, Ca.

Gravely, Nicole@CHRB

From: Nickolaus Sackett <[REDACTED]>
Sent: Monday, July 5, 2021 4:51 PM
To: Gravely, Nicole@CHRB
Subject: Opposed to Proposed Rule 1415
Attachments: SCIL Opposes PR 1415.pdf

To members of CHRB,

Please find attached Social Compassion in Legislation's letter opposing proposed rule 1415.

Regards,
Nick

--

Nickolaus Sackett | Director of Legislative Affairs

Social Compassion in Legislation | www.socialcompassioninlegislation.org

C [REDACTED] | [REDACTED]



SCIL
Social Compassion
in Legislation

July 5, 2021

Via Email

nlgravely@chrh.ca.gov

Nicole Lopes-Gravely,
Policy and Regulations Analyst
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Opposition to Proposed CHRB Rule 1415

To the Members of the California Horse Racing Board (CHRB):

We are writing to express our concern regarding the provisions of Proposed Rule 1415, which, as written, will silence public debate and is in violation of current law. Social Compassion in Legislation and its members understand the importance of orderly public meetings, but the provisions of Proposed Rule 1415 will act as tools to quiet voices that the Board may not agree with.

We echo the arguments in Craig A. Sherman's letter dated June 15, 2021, outlining how Proposed Rule 1415 violates the Bagley-Keene Open Meeting Act by excluding public participation in meetings through Chairperson ejections and limiting the right of public to comment. We urge you to correct or eliminate the provisions of the Proposed Rule 1415.

Sincerely,

Judie Mancuso, President and Founder
Social Compassion in Legislation

Gravely, Nicole@CHRB

From: Jill Vega <[REDACTED]>
Sent: Tuesday, July 6, 2021 7:06 PM
To: Gravely, Nicole@CHRB
Subject: Proposed rule 1415

Hello Madam Lopes-Gravely,

I am writing to state my opposition to proposed rule 1415.

I have been an advocate for animals for more than half my life. I work and study holistic animal care, my business is to care for animals in the most efficient, loving, gentle way possible. I have worked with horses in particular since I'm in my teens and I cannot bear to see the horrifying cruelty that is horse racing. This is not a sport, it's gambling on an animal's life. I have a right, as an American, to speak up on behalf of horses and to know what is happening with them. Horse racing is a public event and involves live, sentient beings and when bad things and illegal things happen I, as a citizen of the US, have a right to know. Animal abuse is a crime. Horses are killed or badly injured on a regular basis, they've even gone missing and nobody knows what happens to them. I feel it is important for people to know that this happens. We have a right to advocate on their behalf.

Thank you,

Jill Vega ~The Well Balanced Pet

[REDACTED]
Palm Springs, CA

We're on Facebook! - <https://www.facebook.com/TheWellBalancedPetCare>

Check out www.AdoptaPet.com to adopt a homeless pet

"When I look into the eyes of an animal, I do not see an animal. I see a living being. I see a friend. I feel a soul." ~Anthony Douglas Williams

From: [Martha Sullivan](#)
To: Gravelly, Nicole@CHRB
Cc: Drummond, Amanda@CHRB; [Craig Sherman](#)
Subject: Statement of Martha Sullivan in CHRB Public Hearing on Proposed Rule 1415
Date: Wednesday, July 7, 2021 10:58:29 AM

I am Martha Sullivan from San Diego County. I worked for the State of California for 20 years, mostly at the California Public Utilities Commission, which regulates investor and privately owned utilities providing energy, water and telecommunications services. Like the CHRB, the PUC is largely funded through the industries it regulates, which collect funds from customers.

Like the PUC, CHRB is prone to consider itself the Board of Directors for the industry it regulates, when in fact like the PUC, whose Commissioners are also appointed by the Governor and governed by the Bagley-Keene Act, the CHRB is a Board of Directors for the people of California.

In recent years California has increasingly acted to ban cruel industries – the manufacture and sale of fur products, the retail sale of dogs, cats and rabbits, the use of wild species in circuses, and animal testing of cosmetic and personal care items. These industries all have employees, as live horse racing does, yet Californians have acted to end them in our state due to the cruelty to animals inherent in these industries. THESE Californians are CHRB stakeholders, too.

This documented, growing public perspective needs to be heard by the CHRB so that Commissioners and Staff can fulfill the CHRB's legal mandate to represent all Californians, not just the live horse racing industry. Do not pass CHRB Rule 1415 as proposed, but make the changes requested by the Animal Welfare Groups.

From: [Lori Saldaña](#)
To: Gravelly, Nicole@CHRB
Cc: [Craig Sherman](#)
Subject: Proposed Rule Change re:CHRB Public Participation
Date: Wednesday, July 7, 2021 2:37:03 PM

CHRB Public Participation

The Bagley Keene law specifically provides that a state agency may not prohibit public criticism of its policies, programs, or services, or of the acts or omissions of the agency. (§11125.7(c))

“The people insist on remaining informed so that they may retain control over the instruments they have created.”

Over the last 30 years I have served as a US Presidential and Mayoral appointee, a state Assemblymember and appointee to the Coastal Conservancy and other Boards, and an organizer who supports people who want to comment at various hearings and public meetings.

In my my opinion: This proposed rule inaccurately cites “efficiency” numerous times as a reason to justify adding additional restrictions on the public’s actions and comments. It does so despite the Attorney General’s opinion that “If efficiency were the top priority, the Legislature would create a department and then permit the department head to make decisions. However, when the Legislature creates a multimember board, it makes a different value judgment.”

Picking and choosing who can receive and provide information to an appointed State Board is not under the control of this board. Taking action to do so is a violation of the spirit and intent of Bagley Keene. It discriminates against those who may have differing views and opinions, and does nothing to elevate the quality of debate. Instead, it tends to make outcomes of discussions biased towards one party or group over others.

I have participated and spoke at previous Horse Racing Board meetings in person at Del Mar before COVID, and via more recently via teleconference. The actions and attitudes of some members and participants who disagree with others has at times appeared inconsistent at best, and offensive at worst.

Related: I continue to be blocked from seeing postings from the Board’s Twitter account, even though it promotes primarily public announcements related to other state agencies.

For all these reasons and personal experience: I encourage this Board to focus on encouraging open and respectful discussion during its meetings, and stop exploring ways to limit how people choose to participate in their rightful expression of ideas and concerns when appearing before your Board.

Sincerely,

California Assemblymember Lori Saldaña (retired)

From: [Patty Shenker](#)
To: Gravelly, Nicole@CHRB
Subject: Proposed Rule 1415.
Date: Wednesday, July 7, 2021 10:38:42 AM

I thought I should pass on my 2 minute comment from today's meeting re. Proposed Rule 1415.

Good morning. My name is Patty Shenker & I have been in animal rescue for over 50 years.

I personally have had 6 rescued horses & years ago, I bought 160 acres in Northern California for a horse sanctuary, which continues to this day & has included horses from racing.

I don't make \$\$\$ off the horses; I give it FOR them.

We, animal activists, are the only voices for these poor horses, both dead & alive. Since we began coming to meetings & then calling into the board, we have been the ones denigrated, rudely cut off, and have even heard pro-horse racing people urge the board to not allow us to speak at these meetings.

So now you want to slash the Bagley-Keene Open Meeting Act, which gives the public the ability to comment & confront the items before this board so you don't have to be exposed.

THIS is a trend in America right now- to take away our rights- to vote, to protest, to speak out.

It is wrong & undemocratic.

We, who speak at these meetings, have every right, as California stakeholders, to speak & to question your practices, to educate the public to the number of horses killed at the racetracks, to ask about the missing horses, to expose the doping, the editing of videos of certain races & other corruptions & to demand transparency- as you continue to try to cover them up- like you shield the horses who are hurt on the tracks so the public won't see their suffering or carnage.

The public & media deserve to know what's really going on. We know we are making a difference.

As the quote says- "If your voice held no power, they wouldn't try to silence you."

The horses deserve our voices be heard for them! I strongly urge your opposition to this proposed Rule 1415. Thank you.

From: [Jane Cartmill](#)
To: Gravelly, Nicole@CHRB
Subject: Opposition to Proposed CHRB rule 1415
Date: Wednesday, July 7, 2021 11:15:49 AM


To CHRB Board of Directors:

I am a 50 year resident of California whose life has been dedicated to animal protection and animal advocacy. My introduction to the plight of horses, both wild and domestic, was through the publications of the Sacramento-based Animal Welfare Institute in the 1970's. Since then I have supported many local and national animal protection organizations, and was President of the nonprofit San Diego Animal Advocates for over 25 years. In that capacity I was regularly interviewed by print, radio and television media on animal-related topics, and appeared as a guest on local and national news programs including SunUp San Diego, The Crusaders, PBS News Hour, Good Morning America and more. My commentaries have been published in the journal Nature, Time Magazine, and Natural History among others. More than 100 of my letters to the editor and many op-ed pieces have been printed in the San Diego Union Tribune and other area newspapers. I have testified often at city council meetings, Board of Supervisors meetings, Coastal Commission meetings and other regulatory bodies affecting animals. I have hosted many information tables and participated in debates and seminars on various animal topics. I served on the Board of Directors of Rancho Coastal Humane Society in Encinitas, California for several years and was recently invited to join the Board of Wild Zone Conservation League in San Diego.

I cite all of this in order to demonstrate that I am most certainly a stakeholder in the matter of live horse racing in California, in that I bring to the table a long history of study, knowledge and involvement in many issues affecting animals. My concern for the well being of race horses is neither casual nor new. What happens on California racetracks impacts my life and the direction of my advocacy. It is wrong for CHRB to consider responsible citizens like myself less worthy of "stakeholder" status than live horse racing enthusiasts and apologists. The absence of even one CHRB Board member at today's public hearing on a significant rule proposal speaks volumes about the contempt for public opinion that is at the very root of 1415.

I urge the Board to adopt the suggestions made by Animal Welfare Groups, and not enact the proposed rule in its current form, which would limit public comment in violation of the intent and language of the Bagley-Keene Act. The recent much-touted improvements in racing protocols came about only after the huge public response to the spate of horse deaths at Santa Anita. Those public voices are invaluable.

Jane Cartmill



From: [REDACTED]
To: [Gravely, Nicole@CHRB](mailto:Gravely.Nicole@CHRB)
Subject: Fwd: CHRB rule 1415
Date: Wednesday, July 7, 2021 11:32:40 AM
Attachments: [Document 47.docx](#)

Dear Ms.Gravely,

Thanks for the opportunity to speak this morning regarding CHRB's proposed rule 1415. I am now submitting my spoken comments in writing. See attached Doc.47.
Bonnie Croker

-----Original Message-----

From: Bonnie Croker <senioranimalrights@gmail.com>
To: [bmilliesmom <bmilliesmom@aol.com>](mailto:bmilliesmom@aol.com)
Sent: Wed, Jul 7, 2021 11:27 am
Subject: Fwd: CHRB rule 1415

----- Forwarded message -----

From: <bmilliesmom@aol.com>
Date: Wed, Jul 7, 2021 at 11:11 AM
Subject: Fwd: CHRB rule 1415
To: senioranimalrights [REDACTED] <senioranimalrights [REDACTED]>

-----Original Message-----

From: [REDACTED]
To: [REDACTED]
Sent: Wed, Jul 7, 2021 11:07 am
Subject: CHRB rule 1415

7-7-21: CHRB PROPOSED RULE 1415 TO LIMIT PUBLIC COMMENT PARTICIPATION IN ITS PUBLIC MEETINGS

Good morning. I'm Bonnie Croker. I appreciate this speaking opportunity, granted to me by legislation embodied within the Bagley-Keene Open Meeting Act. CHRB's proposed rule 1415 is fundamentally in opposition to Bagley-Keene, as it seeks to limit, control and reject public participation in PUBLIC MEETINGS.

I'm well aware that I and other members of the public are stakeholders in the actions and outcomes of government appointed entities such as the CHRB.

My rights under Bagley-Keene were sharply denied on June 16, 2021, when during the public CHRB teleconference, Chairman Ferraro ordered the meeting operator to cut me off early during my non-agenda, PUBLIC COMMENT statement. For your reference, Chairman Ferraro's words can be viewed in the 6/16/21 CHRB meeting transcript. Page 148, lines 2 through 9. His exact words were (quote) "Excuse me, excuse me but you're repeating yourself. We've heard this argument before. If you have nothing else to add but to catalog these fine horses, we'll move on to the next person." (end quote).

Under government codes and provisions stipulated in the Bagley Keene Act, It is NOT the prerogative of any government appointed commissioner to silence a member of the public during an ALLOTTED NON-AGENDA PUBLIC COMMENT SESSION, SIMPLY BECAUSE HE OR SHE IS TIRED OF LISTENING TO THE PUBLIC.

Furthermore, if members of the public keep addressing the SAME ISSUE over and over again doesn't that indicate that the CHRB has not satisfactorily addressed THE ISSUE?

Closing your ears to a problem doesn't alleviate the problem. It is only through open debate and discussion that transparency and truth can be revealed to all interested parties. Proposed rule 1415 should not be ratified because it seeks to impede transparency and withhold truth from the public.

Thank You,

Bonnie Croker

From: [REDACTED]
To: Gravely, Nicole@CHRB
Subject: Opposition to Proposal 1415
Date: Wednesday, July 7, 2021 11:06:12 AM

Nicole Lopes-Gravely, Policy and Regulations Analyst
California Horse Racing Board

This is Elizabeth Jacobelly. I am affiliated with Kill Racing Not Horses. I am a resident of San Diego.

I have made a difference in the lives of animals by speaking at City Council meetings, the County Board of Supervisors, the Del Mar Fairgrounds Board, and this Board to advocate for the well being and protection of animals. I am a CHRB stakeholder also, and I bring a valuable perspective to the CHRB's decision making. The CHRB should not consider my input less of a priority than other stakeholders. A recent example is the HUGE admission by the Chairman of this Board that only came out in public discussion by the Commissioners because of Public Comments in the CA Horse Racing Board's June 16, 2021, Meeting -- the Transcript for which was recently posted on the CHRB website.

At p. 110, Commissioner Wendy Mitchell speaks to Public Comments referencing assertions made in a Complaint filed with the CA Veterinary Board that horses are euthanized at non-CHRB regulated facilities to keep CHRB-reported fatalities down.

And at p. 111, Board Chairman Gregory Ferraro (retired racing veterinarian) starts to answer Commissioner Mitchell, but is quickly interrupted by Commissioner Dennis Alfieri (racehorse owner) making a Motion to approve the Item, quickly seconded by Commissioner Alex Solis (retired jockey).

But Chair Ferraro presses on, acknowledging that this is a problem that "we're working on", which Commissioner Mitchell says is even more concerning, to which Ferraro replied that it's a "minor issue".

Please do not pass Proposal 1415 and do not limit our right to public comment.

Liz Jacobelly

[REDACTED]
[REDACTED]

It is the supreme art of the teacher to awaken joy in creative expression and knowledge- Albert Einstein

From: [Bonnie Croker](#)
To: [Gravely, Nicole@CHRB](#); [REDACTED]
Subject: Fwd: CHRB rule 1415
Date: Wednesday, July 7, 2021 11:45:45 AM
Attachments: [Document 47.docx](#)

Dear Ms. Gravely,

I may have sent my comments document earlier in the incorrect format. Please see attached Doc 47 at bottom. Please let me know if you have any questions. Thanks again for the opportunity to speak this morning during the CHRB RULE 1415 proposal hearing.
Bonnie Croker

----- Forwarded message -----

From: **Bonnie Croker** <[REDACTED]>
Date: Wed, Jul 7, 2021 at 11:27 AM
Subject: Fwd: CHRB rule 1415
To: bmilliesmom <[REDACTED]>

----- Forwarded message -----

From: [REDACTED] >
Date: Wed, Jul 7, 2021 at 11:11 AM
Subject: Fwd: CHRB rule 1415
To: [senioranimalrights](#) [REDACTED] <[senioranimalrights](#) [REDACTED]>

-----Original Message-----

From: [REDACTED]
To: [REDACTED]
Sent: Wed, Jul 7, 2021 11:07 am
Subject: CHRB rule 1415

7-7-21: CHRB PROPOSED RULE 1415 TO LIMIT PUBLIC COMMENT PARTICIPATION IN ITS PUBLIC MEETINGS

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Furthermore, if members of the public keep addressing the SAME ISSUE over and over again doesn't that indicate that the CHRB has not satisfactorily addressed THE ISSUE?

Closing your ears to a problem doesn't alleviate the problem. It is only through open debate and discussion that transparency and truth can be revealed to all interested parties. Proposed rule 1415 should not be ratified because it seeks to impede transparency and withhold truth from the public.

Thank You,

Bonnie Croker

From: [Wendy Minovitz](#)
To: Gravelly, Nicole@CHRB
Subject: Copy of my Oral Statement from the CHRB Public Hearing on July 7, 2021
Date: Wednesday, July 7, 2021 11:01:09 AM

My name is Wendy Marcus Minovitz and as an animal rights activist affiliated with "Kill Racing Not Horses," as well as many other animal rights groups, I have been making comments at these meetings for two years. I have commented in person at meetings held at Santa Anita Racetrack and have traveled to Pleasanton to make comments there as well. Since the outbreak of Covid I have phoned in my comments even when I had to stay on the line for more than three hours.

I consider it my right as a long standing California resident and member of the public to speak up for the horses since they cannot speak for themselves. I have continued to speak up despite being subjected to insults and sexist, derogatory innuendo. My fellow activists and I have had our comments cut short when those on the opposing side have been granted longer speaking times.

Despite the tension, and often hostility, I continue to consider it my right to participate in the CHRB meetings and to make my comments heard. To limit public participation and to silence our voices is something that should not be considered.

In the words of author Jack McDevitt, "It is not faith per se that creates the problem, it is conviction, the notion that one cannot be wrong, that opposing views are necessarily invalid and may even be intolerable." You may disagree with my views but that does not invalidate them and the opportunity to express them at CHRB meetings should not be denied. The horses who do not choose the life of racing deserve nothing less.

Thank you.

From: [AMS1977v](#)
To: Gravelly, Nicole@CHRB
Cc: [AMS1977v](#) [REDACTED]
Subject: CHRB Public Hearing on Proposed Rule to Limit Public Comment
Date: Wednesday, July 7, 2021 11:07:40 AM

My father came to this country many years ago as a LEGAL immigrant, looking for the American dream as so many do, for him as well as his family

As a blue collar worker, he worked hard in auto body repair. He was a master at his craft. He saved and saved and in the early 70's he purchased his first and only home. But being in the next room, I could hear them talking in the early hours of the morning; discussing how to meet the bills every month, would they be able to pay the mortgage every month, the necessary and much needed home repairs...

The last thing he needed was to lose his job. But he did. TWICE! On two different occasions, the owners of the repair shop lost everything. The owners of the repair shop lost everything; their businesses, cars, livelihoods, their pride...to horse racing. I remember his face as he told our mother he had lost his job although not through any fault of his own. But no one speaks about the effects it has on the families, the friends, the employees. My family could have lost everything!

Betting on horses is said to be the gateway to gambling. It is addictive, recognized as a psychological condition and just as dangerous as any other form of gambling. Think about it. Horse racing takes money from people that cannot stop despite serious negative impacts on their finances and family. And sadly, horse racing also takes their lives!

There is an estimated, millions of problem gamblers in the US but that number cannot be narrowed down because very few seek treatment. However the Paulick Report states that studies show 1 to 3% of the population suffer from gambling addictions. A study by the AP, in 1993, indicates that compulsive gambling costs Americans about \$330 billion a year in lost productivity, bankruptcies, illegal activities and other factors. How does it feel to exploit and take easy money from people that need serious help?

My father was able to find other jobs thankfully, but it wasn't easy on any of us. He worked hard for his family. His stained and rough hands were proof. But in the back of his mind, was the constant reminder that everything he had worked for, could be gone in the blink of an eye or the loss of one race.

The CHRB wants to take my voice away. A voice that when united with others, stands up for the horses that do not have one and live a life of slavery for those that have out-of-control impulses. This voice is not going to stay quiet. I am a CHRB stakeholder also, and I bring a valuable perspective to the CHRB's decision making. The CHRB should not consider my input less of a priority than other stakeholders.

Sent with [ProtonMail](#) Secure Email.

From: [Elvia Sedano](#)
To: Gravelly, Nicole@CHRB
Subject: 1415 Rule
Date: Wednesday, July 7, 2021 5:49:02 PM
Attachments: [20210707_124700.jpg](#)

Good afternoon Ms. Lopes-Gravelly,

I am resending my statement from the meeting at 10:00AM this morning on Rule 1415.
Thank you,

Elvia Sedano

Good Morning,

7/7/2021

I am calling in opposition to CHRB Rule 1415 to limit public comment and to ask to please do not limit

CHRB Meeting

public comment, without the opportunity to comment fully, we the public cannot speak up for the horses that need our voices. Our concern for the horses well being is well justified because they are the main ones that are being physically hurt or killed. Public comment gives everyone a chance to bring up issues that exist in the horseracing industry that need to be corrected and because of public comment changes have been made, changes until horseracing ends I became an animal advocate because I wanted to extend my helping others to animals as well and not just to humans. As I became more involved I learned so much and am still learning about animal exploitation and cruelty. How humanity uses them as commodities, has given me a deeper understanding, a reality check and has made me change my old ways into a more compassionate self that include animal lives. Can you imagine the world animals live in with human voices, they are still suffering and changes have been made because of our voices. Now imagine a world with no human voices for the animals well being, very very sad.

Thank You

Elvin Sedona

Emailed to: nlgravely@chr6.ca.gov

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN
AGREEMENT, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION
19604(f)(5)(E), TO MODIFY THE DISTRIBUTION FROM ADVANCE DEPOSIT
WAGERING (ADW) MARKET ACCESS FEES, TO SUPPLEMENT FUNDING FOR
CHRB BOARD SUPPORT.

Regular Board Meeting
July 21, 2021

ISSUE:

The horse racing industry stakeholders that benefit from market access fees, are seeking approval of an industry agreement to supplement CHRB Board support under Business and Professions Code section 19604(f)(5)(E) for the period July 1, 2021 through June 30, 2022. The agreement would modify the distribution of market access fees from California resident advance deposit wagering (ADW) placed on all live and imported races to fund deficits identified in providing Board support. The agreement allows the Thoroughbred Owners of California (TOC) and the signatory tracks to utilize market access fee funds to supplement Board support for the fiscal year 2021-22.

ANALYSIS:

In the past, brick and mortar wagering contributed the vast majority of CHRB's Board support. Covid-19 shutdowns and the migration of wagering from California brick and mortar to California resident ADW generated less than the amount need to cover CHRB's Board support. Given the likelihood of continuing shutdowns and restrictions on brick and mortar wagering it was necessary to revise the formula to include funding from all wagering sources.

Including all wagering sources allows the horse racing industry stakeholders to supplement CHRB's Board support from the distribution of ADW market access fees. Pursuant to Business and Professions Code section 19604(f)(5)(E), altering the distribution of the ADW market access fees requires agreement from the beneficiaries of the market access fee (in this case, purses and track commissions) and requires Board approval of the agreement.

BACKGROUND:

Business and Professions Code section 19604(f)(5)(E) states:

Notwithstanding any provision of this section to the contrary, the distribution of market

access fees pursuant to this subparagraph may be altered upon the approval of the board, in accordance with an agreement signed by all parties whose distributions would be affected.

Business and Professions Code section 19616.51(a) states:

Notwithstanding any other provision of law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 1949.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state . . . to fund the board and the equine drug testing program as follows:

- (1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with the formula devised by the board in consultation with the industry.
- (2) The baseline funding for the board and equine drug testing program in the first fiscal year after the enactment of this section shall be the amount approved in the 2008-09 Budget Act.
- (3) Adjustments to the funding in subsequent budget years may only be made by an act of the Legislature.

RECOMMENDATION:

This item is presented for Board discussion and action. Staff recommends the Board hear from industry stakeholders' representatives.

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL
OF THE FISCAL YEAR 2021-22 AGREEMENT PROVIDING
FUNDING SUPPORT FOR THE BOARD

Regular Board Meeting
July 21, 2021

ISSUE: CHRB SUPPORT FORMULA FOR FISCAL YEAR 2021-22

The CHRB support formula is developed in consultation with the horse racing industry. Historically, the formula is based upon the license fees that would have been paid to the State of California had Senate Bill 16 (Ashburn) Chapter 12, Statutes of 2009 (SBX2 16) not been enacted.

This year's formula continues the deviation from previous methods that first occurred last year due to Covid-19 shutdowns and migration of handle from California brick and mortar facilities to California resident Advance Deposit Wagering (ADW) wagers. In response, horse racing industry stakeholders agreed to supplement the support formula by redirecting ADW market access fee funds that would otherwise benefit commissions, purses, and breeders. Including the additional ADW market access fee funds reduces the overall percentage needed for Board support since the percentage is applied to all handle sources instead of just California resident ADW wagers and California brick and mortar facilities. A distribution for board support from California resident ADW is allowed under Section 19604 (f)(5)(E).

The approach to determine the percentages applied to California resident ADW utilizes the effective blended pre-SBX2 16 license fee rate for California brick and mortar wagers for each host. The combined pre-SB 16 license fees and ADW funding needed to cover board support funding is estimated to be 55 percent. With this approach there would be no change in the way that funding is calculated for brick and mortar and export wagers. The horse racing industry stakeholders agreed to use the same rate from last year at 55.60 percent to minimize the risk of having a shortfall at the end of the year.

The following mechanism is used to develop the formula:

- The projected commingled handle from all sources including ADW adjusted for California residents was multiplied by the pre-SBX2 16 license fee rate for each host track to arrive at the estimated pre-SBX2 16 license fees for the fiscal year 2021-22.
- The CHRB support formula percentages were calculated by dividing the CHRB approved budget by the estimated pre-SBX2 16 license fees. The formula calculated rate for the 2021-22 fiscal year will be 55.60 percent.

Fiscal year 2021-22 is the thirteenth year the CHRB support formula has been in effect and the second year including all ADW sources. Table 1 below shows the CHRB approved budgets, and the CHRB support fee rates used to fund CHRB operations.

Table 1. Historical Percent of formula fee rates to support the CHRB budget.

Fiscal Year	CHRB Approved Budget	CHRB Support Fee Rate
2009-10	\$11,833,000	42.60%
2010-11	\$11,734,000	48.80%
2011-12	\$11,716,000	57.80%
2012-13	\$11,590,000	52.65%
2013-14	\$11,639,000	52.65%
2014-15	\$11,912,000	52.65%
2015-16	\$13,263,000	59.25%
2016-17	\$13,469,000	61.00%
2017-18	\$13,799,000	68.00%
2018-19	\$14,245,000	68.00%
2019-20	\$14,533,000	72.00%
2020-21	\$16,820,500	55.60%
2021-22	\$17,567,000	55.60%

The CHRB support fee rate is an estimate and depending on handle activity there will be a variance at the end of the fiscal year. The industry agreement provides for a reconciliation at the end of the fiscal year to ensure the industry obligations under the industry agreement are met, including augmentations appropriated in the budget act.

At the time the Board package was prepared there were two outstanding signatures on the agreement. We expect to have the remaining two signatures before the Board meeting.

BACKGROUND

Business and Professions Code section 19616.51(a) states:

Notwithstanding any other provision of law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 1949.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to

paragraph (1), as a license fee to the state . . . to fund the board and the equine drug testing program as follows:

- (1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with the formula devised by the board in consultation with the industry.
- (2) The baseline funding for the board and equine drug testing program in the first fiscal year after the enactment of this section shall be the amount approved in the 2008-09 Budget Act.
- (3) Adjustments to the funding in subsequent budget years may only be made by an act of the Legislature.

Business and Professions Code section 19604(f)(5)(E) states:

Notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the board, in accordance with an agreement signed by all parties whose distributions would be affected.

For the 2021-22 fiscal year, the CHRB's operating budget as determined by the Governor's Budget, is \$17,567,000 and such amount shall be subject to change in future years.

RECOMMENDATION

Staff recommends that the Board approve the funding formula for fiscal year 2021-22.

Handle Estimate for 7/1/2021 - 6/30/2022

Host	Live Days	On Track	Off Track	ADW in California	CA OOS Exports	ADW OOS Exports	Total Estimated Handle
Alameda County Fair	13	2,400,000	6,640,000	20,000,000	1,261,000	6,339,667	36,640,667
California State Fair	3	550,000	1,540,000	4,500,000	261,900	1,316,700	8,168,600
Sonoma County Fair	6	1,379,084	2,888,125	8,000,000	1,467,890	3,644,817	17,379,916
Fresno District Fair	7	2,260,801	4,156,824	7,846,454	501,968	4,091,251	18,857,298
Humboldt County Fair	6	358,800	2,085,600	5,537,600	120,000	731,000	8,833,000
Del Mar Thoroughbred Club	46	62,213,644	93,767,854	173,898,598	101,984,006	341,177,275	773,041,377
Los Alamitos Thoroughbred	13	7,000,000	28,000,000	39,000,000	5,000,000	30,000,000	109,000,000
Santa Anita	95	125,211,354	215,517,577	262,603,688	88,237,608	482,147,166	1,173,717,393
Golden Gate	161	56,931,428	119,227,742	131,641,655	40,898,741	251,008,537	599,708,103
Los Angeles County Fair	9	4,000,000	16,000,000	19,000,000	4,000,000	15,000,000	58,000,000
Los Alamitos Quarters	145	14,000,000	56,000,000	80,000,000	25,000,000	57,000,000	232,000,000
Watch and Wager Harness	44	989,492	11,376,518	34,636,075	3,167,794	14,359,427	64,529,306
Total	548	277,294,603	557,200,240	786,664,070	271,900,907	1,206,815,840	3,099,875,660

Board Funding Rates-55% of Pre SB 16 License plus ADW Redirection	CA ADW		Market Access Redirection	OOS via CA ADW providers	ADW OOS Exports
	On Track	Off Track			
Alameda County Fair	0.5560%	0.5560%	0.5560%	0.3336%	0.1946%
California State Fair	0.5560%	0.5560%	0.5560%	0.3335%	0.1946%
Sonoma County Fair	0.5560%	0.5560%	0.5560%	0.3340%	0.1946%
Fresno Fair	0.5560%	0.5560%	0.5560%	0.3340%	0.1946%
Humboldt County Fair	0.5560%	0.5560%	0.5560%	0.3340%	0.1946%
Del Mar Thoroughbred Club	1.0286%	1.1454%	1.1000%	0.2669%	0.2057%
Los Alamitos Thoroughbred	0.9786%	1.0508%	1.0361%	0.3781%	0.2724%
Santa Anita	1.0286%	1.1342%	1.0950%	0.3781%	0.2669%
Golden Gate	0.3336%	0.6728%	0.5672%	0.3336%	0.2224%
Los Angeles County Fair	0.5504%	0.5671%	0.5626%	0.3781%	0.2780%
Los Alamitos Quarters	0.0000%	0.3336%	0.2625%	0.3336%	0.2502%
Watch and Wager Harness	0.2224%	0.2224%	0.2224%	0.1946%	0.1501%

Estimated Board Support Funding

Host	On Track	Off Track	CA ADW Market Access Redirection	OOS via CA ADW providers	ADW OOS Exports	Total Estimated Support
Alameda County Fair	13,344	36,920	111,203	4,207	12,337	178,010
California State Fair	3,058	8,563	25,021	873	2,562	40,077
Sonoma County Fair	7,668	16,058	44,481	4,903	7,093	80,203
Fresno District Fair	12,570	23,112	43,627	1,677	7,962	88,948
Humboldt County Fair	1,995	11,596	30,790	401	1,423	46,204
Del Mar Thoroughbred Club	639,930	1,074,017	1,912,937	272,195	701,802	4,600,880
Los Alamitos Thoroughbred	68,502	294,224	404,061	18,905	81,720	867,412
Santa Anita	1,287,924	2,444,400	2,875,483	333,626	1,286,851	8,228,284
Golden Gate	189,923	802,164	746,666	136,438	558,243	2,433,435
Los Angeles County Fair	22,016	90,736	106,894	15,123	41,700	276,469
Los Alamitos Quarters	-	186,816	209,999	83,400	142,614	622,829
Watch and Wager Harness	2,201	25,301	77,031	6,165	21,553	132,251
Total	2,249,130	5,013,908	6,588,190	877,913	2,865,859	17,595,002

CHRB's Budget	17,567,000
Projected Rate	55.00%
Proposed Agreed Rate	55.60%

Agreement for CHRB Support Fiscal Year 2021-2022

This will serve to memorialize agreement among the undersigned with respect to funding of the California Horse Racing Board, ("CHRB"). The undersigned hereby agree among themselves that each will make the following payments:

1. Section 19616.51 of the Business and Professions Code was amended by ABX4 12, and now stipulates:

(a) Notwithstanding any other law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 19491.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state, to be deposited into the Horse Racing Fund, which is hereby established, to fund the board and the equine drug testing program as follows:

(1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with a formula devised by the board in consultation with the industry.

For the 2021-2022 fiscal year, in accordance with Section 19616.51 and the Budget Act of 2021, the CHRB operational budget is \$17,567,000 plus any augmentations appropriated in the Act pursuant to Control Section 3.60, Employer Retirement Contribution and Item 9800, Employee Compensation Adjustments. Thus, the undersigned are responsible for the funding of the CHRB's annual operating budget by depositing the necessary funds in the California Horse Racing Fund. It has been determined that the amount to be so deposited by each of the undersigned shall be 55.60 percent of the License Fee that would have otherwise been payable by the undersigned in the absence of the enactment of SB 16XX ("Pre-SB 16XX License Fee").

In addition, each of the undersigned host entities shall distribute funding to the CHRB from its market access fees generated by California resident Advanced Deposit Wagering ("ADW") which would have otherwise been distributed to track and purse commissions. Distributions from ADW are allowed per Section 19604 (5) (E). The following percentages of ADW shall be deposited by each host entity:

Alameda County Fair	0.5560%
California State Fair	0.5560%
Del Mar Thoroughbred Club	1.1000%
Humboldt County Fair	0.5560%
Los Alamitos Racing Assn.	1.0361%
Los Alamitos Quarter Horse Racing Assn.	0.2625%
Los Angeles County Fair	0.5626%
Los Angeles Turf Club	1.0950%
Pacific Racing Association	0.5672%
Sonoma County Fair	0.5560%
The Big Fresno Fair	0.5560%
Watch and Wager, LLC	0.2224%

By the CHRB's approval of this Agreement, the CHRB shall be deemed to have approved the alternate distributions of market access fees as required per Section 19604 (f) (5) (E).

The undersigned shall remit the respective amounts they owe no later than Friday for amounts generated during the prior week (Monday through Sunday) for wagers placed at brick and mortar sites within California. For amounts generated by wagering outside the State of California on races conducted in California ("export wagering") and California resident wagers facilitated through California licensed ADW providers, the undersigned will remit the respective amounts they owe within ten business days of the receipt of host fees and market access fees.

It is contemplated funds generated pursuant to the enactment of AB 1974 will supplement the board support funding generated via commingled handle.

Final excesses or shortfalls in funding shall be determined after the end of the fiscal year. Should a shortfall occur, the payments required by the undersigned shall be determined by calculating the percentage of each entity's contribution to the total funding generated in the current fiscal year and then applying such percentage to the shortfall. The CHRB will notify the undersigned of their shortfall amounts, and the undersigned will remit payments within ten business days of such notification. Should an excess in generated funding occur, payments to the CHRB shall cease once board support payments have reached \$17,567,000. The excess in generated funding shall be deposited into a trust account maintained by the Del Mar Thoroughbred Club to be distributed to each entity utilizing the same calculation methodology as for shortfalls.

It is agreed that the CHRB shall evaluate payments received during the fiscal year and require that it receive pre-payments in order to ensure that its operations are funded timely and sufficiently throughout the fiscal year. The undersigned will fund such pre-payments within ten business days of notification.

2. The CHRB is a third party beneficiary of the payments to be made by the undersigned pursuant to paragraph 1 hereof, therefore, the CHRB has a right to bring an action against any of the undersigned who fail to make the prescribed payments in paragraph 1 hereof. Payments to be made by the undersigned are the sole responsibility of that entity; therefore, there is no joint and several liability among the undersigned for the failure of anyone to make the prescribed payments.

3. This Agreement may be signed in counterparts.

4. California Horse Racing Industry Organizations which have agreed to participate in the funding described above include: California Authority of Racing Fairs, Del Mar Thoroughbred Club, Los Angeles County Fair Association, Los Alamitos Racing Association, Los Alamitos Quarter Horse Racing Association, Los Angeles Turf Club, Pacific Racing Association, Sonoma County Fair, Watchandwager.com LLC, California Harness Horsemen's Association, California Thoroughbred Breeders Association, Pacific Coast Quarter Horse Racing Association, and Thoroughbred Owners of California.

California Authority of Racing Fairs

By _____

Los Alamitos Racing Association

By _____

Los Alamitos Quarter Horse Racing Association

By _____

Pacific Racing Association

By _____

Watchandwager.com LLC

By _____

California Harness Horsemen's Association

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Del Mar Thoroughbred Club

By  _____
EUT/CFD

Los Angeles County Fair Association

By _____

Los Angeles Turf Club

By _____

Sonoma County Fair

By _____

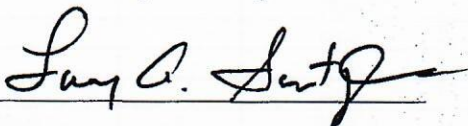
Thoroughbred Owners of California

By _____

California Thoroughbred Breeders Association

By _____

California Authority of Racing Fairs

By 

Los Alamitos Racing Association

By _____

Los Alamitos Quarter Horse Racing Association

By _____

Pacific Racing Association

By _____

Watchandwager.com LLC

By _____

California Harness Horsemen's Association

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Del Mar Thoroughbred Club

By _____

Los Angeles County Fair Association

By _____

Los Angeles Turf Club

By _____

Sonoma County Fair

By _____

Thoroughbred Owners of California

By _____

California Thoroughbred Breeders Association

By _____

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By *F. Jack Reiban*
V-P

By *F. Jack Reiban*
By *Los Alamitos Racing Assn., Mgr*

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By _____

Pacific Racing Association

Sonoma County Fair

By _____

By _____

Watchandwager.com LLC

Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Agreement for CHRB Support -Fiscal Year 2021-2022

California Authority of Racing Fairs

By _____

Los Alamitos Racing Association

By _____

Los Alamitos Quarter Horse Racing Association

By *Paul M. Ehl*

Pacific Racing Association

By _____

Watchandwager.com LLC

By _____

California Harness Horsemen's Association

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Del Mar Thoroughbred Club

By _____

Los Angeles County Fair Association

By _____

Los Angeles Turf Club

By _____

Sonoma County Fair

By _____

Thoroughbred Owners of California

By _____

California Thoroughbred Breeders Association

By _____

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By _____

By _____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By Rebecca Meunier, CFO

Pacific Racing Association

Sonoma County Fair

By Rebecca Meunier, CFO

By _____

Watchandwager.com LLC

Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Agreement for CHRB Support -Fiscal Year 2021-2022

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By _____

By _____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By _____

Pacific Racing Association

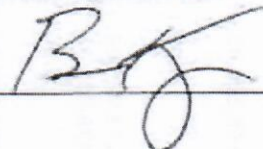
Sonoma County Fair

By _____

By _____

Watchandwager.com LLC

Thoroughbred Owners of California

By  _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Pacific Racing Association

Sonoma County Fair

By _____

By _____

Watchandwager.com LLC

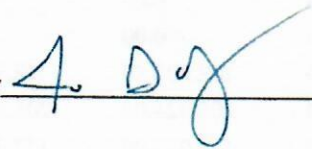
Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association
Association

California Thoroughbred Breeders

By 

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By _____

By _____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By _____

Pacific Racing Association

Sonoma County Fair

By _____

By _____

Watchandwager.com LLC

Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By  _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Agreement for CHRB Support -Fiscal Year 2021-2022

California Authority of Racing Fairs

By _____

Los Alamitos Racing Association

By _____

Los Alamitos Quarter Horse Racing Association

By _____

Pacific Racing Association

By _____


Watchandwager.com LLC

By _____

California Harness Horsemen's Association

By _____

Pacific Coast Quarter Horse Racing Association

By  _____

Agreed and Accepted:

By _____
California Horse Racing Board

Del Mar Thoroughbred Club

By _____

Los Angeles County Fair Association

By _____

Los Angeles Turf Club

By _____

Sonoma County Fair

By _____

Thoroughbred Owners of California

By _____

California Thoroughbred Breeders Association

By _____

CALIFORNIA HORSE RACING BOARD

July 21, 2021

REGULAR BOARD MEETING

There is no board package material for Item 11A

CALIFORNIA HORSE RACING BOARD

July 21, 2021

REGULAR BOARD MEETING

There is no board package material for Item 11B

CALIFORNIA HORSE RACING BOARD

July 21, 2021

REGULAR BOARD MEETING

There is no board package material for Item 12

CALIFORNIA HORSE RACING BOARD

July 21, 2021

REGULAR BOARD MEETING

There is no board package material for Item 13