

HORSES  
WILL  
NOT BE  
ADMITTED WITHOUT  
STALL CONFIRMATION

FINGER LAKES RACING ASSOCIATION, INC.  
BOX 25250  
FARMINGTON, N.Y. 14425  
ATTN: STALL COMMITTEE

TENTATIVE April 17 – December 4, 2010

**APPLICATIONS ARE DUE BY FEBRUARY 1, 2010**

ONLY BY PERMISSION OF THE RACING SECRETARY CAN  
1 OF 8 HORSES BE A TWO YEAR OLD OF 2008 AT  
ANYTIME DURING 2010 MEET

**ATTENTION TRAINERS!**

- The New York State Jockey Injury Compensation Fund requires a base premium of \$660 each for owners and trainers. Trainers will be required to pay a premium of \$.22 per day per stall allotted. The \$660 fee will be due when stalls are assumed and before the starting of your first horse. Payments of the \$.22 per stall are due upon arrival for all stalls allotted and assured upon shipping the first horse on the ground for the Spring Meet. (Example: 10 Stalls allotted for the Spring Meet x \$.22 per day x calendar days=\_\_\_\_\_total premium.)
- Eligibility Rules. Maidens seven (7) years old or older will not be eligible to start.
- No horse or lead pony will be allowed into the stable area without a dated 2010 Coggins.
- No dogs permitted on the grounds.
- Association will issue minimum standards for manure storage and removal.
- Stalls not occupied by April 11 revert to the Racing Association unless prior arrangements have been made. You are expected to keep allotted stalls fully occupied during the entire

- meet April through November. Failure to do so will result in stalls reverting to the Association or lower allocations in future race meets.
- A fee for \$75.00 will be assessed for the stalls or responsible areas not cleaned upon shipping out.
- Partnerships and leases of every horse must be on file with Jockey Club.
- Trainers must obtain in and out slips from Secretary's Office.
- No yearlings permitted.
- Horses must be tattooed before being entered. Tattoo numbers will be checked on the time of arrival and periodically by Designee of the Association.
- Any horse entered for a race at Finger Lakes can not be entered at any other racetrack unless notified by the Racing Secretary that the Finger Lakes Race will not be carded. Parts of entries and Sweepstakes are excluded. At the discretion of the stewards, violators will be placed on the Steward list for five (5) racing days and will be ineligible to race. Violators may also be fined.

	SEX	YEAR FOALED	ALLOWANCE OR CLAIMING PRICE	(✓) IF MAIDEN	(✓) IF NY BRED	(✓) IF PONY	LAST START		(✓) IF SHAVINGS	(✓) IF STRAW	TATTOO NUMBERS	NAME OF OWNER	PERMANENT ADDRESS OF OWNER
							DATE	TRACK					
1				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
2				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
4				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
5				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
6				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
7				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
8				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
9				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
10				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
11				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
12				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
13				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
14				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
15				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
16				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
17				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
18				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
19				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
20				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			

A COPY OF THE ORIGINAL FOAL CERTIFICATE MUST BE IN THE SECRETARY'S OFFICE BEFORE RECEIVING A PUBLISHED WORKOUT

IF AN INFORMAL COGGINS TEST DATED IN 2010 IS REQUIRED TO ENTER THE STABLE AREA

IF SHIPPING FROM OUTSIDE NEW YORK STATE YOU MUST HAVE A CURRENT HEALTH CERTIFICATE DATED WITHIN 72 HOURS OF ARRIVAL TIME.

IF A HORSE STABLED AT FLRA LEAVES TO RACE AT ANOTHER FACILITY, IT MUST HAVE THE RACING SECRETARY'S PERMISSION AND A RETURN SLIP. IF NO PERMISSION IS GRANTED, THE HORSE WILL NOT BE ALLOWED TO BE STABLED AT FLRA. TRAINERS SUBJECT TO THE LOSS OF THAT STALL FROM HIS ALLOCATION

PLEASE NOTE  
ALL FOAL CERTIFICATES MUST ACCURATELY DENOTE OWNERSHIP APPLICATION IS HEREBY MADE ON THE CONDITIONS STATED FOR A REVOCABLE LICENSE TO OCCUPY STALLS FOR THE HORSES LISTED ABOVE (NO SUBSTITUTIONS OR ADDITIONS EXCEPT WITH SPECIFIC APPROVAL)  
Partnerships and leases of every horse must be on file with the Jockey Club.

MINIMUM CLAIMING: \$4,000

**WATER HOSES MUST HAVE SHUTOFF**  
All Trainers Are Expected To Average A Minimum Of Ten (10) Starts Per Stall Allotted At FLRA During 2010 Race Meet

• PLEASE PRINT AND COMPLETE BOTH SIDES

DO YOU HAVE ANY PRESENT RULINGS AGAINST YOU?  YES  NO  
IF YES, IN WHAT STATE? \_\_\_\_\_  
NATURE OF RULING \_\_\_\_\_

TRAINER \_\_\_\_\_  
LOCAL ( ) \_\_\_\_\_ BARN ( ) \_\_\_\_\_

See Other Side →

**DO NOT COMPLETE - FOR OFFICE USE ONLY**

Date App. Rec'd \_\_\_\_\_

PRIOR YEAR \_\_\_\_\_

STALLS: \_\_\_\_\_ STARTS: \_\_\_\_\_

**SIGNATURE ON REVERSE SIDE REQUIRED**

**AGREEMENT AND STALL APPLICATION**

The applicant owner/trainer applying as agent for the owner, in consideration of the permission granted by Finger Lakes Racing Association, In. (the Association) for the use of stabling accommodations for the horses named on the Application and any and all substitutions therefore (the Horses) for the indicated dates agree:

1. Owner/Trainer acknowledges and agrees that the Association may refuse this application in whole or in part for any reason. The undersigned will not ship any of the Horses to the Association's premises until notified by the Association of the Association's acceptance of this application. By executing this Agreement, Owner/Trainer represents and warrants that he is either a horse trainer, acting on his own behalf and as an authorized agent empowered to bind the owner of any horse or other property under his/her care, custody or direction; or an owner of a horse(s) or other property introduced to the track, acting on his/her own behalf and as an authorized agent empowered to bind each Owner/Trainer having authority or responsibility for such owner's horse(s) or other property. The term "Owner/Trainer" when used herein means the undersigned as well as all persons and entities for whom the undersigned is acting under the foregoing provision.
2. No stable reservations will be made and no entry in any race will be received except upon the conditions that Owner/Trainer will comply with the rules and regulation of the New York State Racing and Wagering Board (the Board) and the conditions, rules and regulations of the Association, including those stated in the Condition Book; that all questions arising out of racing shall be decided as provided by the Rules and Regulations of the Board; and that nominations and entries and the transfer thereof may be canceled or refused without notice. Owner/Trainer represents that Owner/Trainer and all persons for whom Owner/Trainer is acting have read and are familiar with the Rules and Regulations of the Board and the Association and agree to be bound by and comply with same completely.
3. Owner/Trainer shall provide Workman's Compensation Insurance for the State of New York covering his/her employees at the Track and such certificate shall be filed with the Racing and Wagering Board immediately upon arrival. No out of state workman's compensation insurance will be accepted.
4. The Association may televise, or authorize or license the televising of, horse racing or other activity conducted at the Track and reserves exclusively for itself all photographic, television, radio, film, broadcasting or rebroadcasting rights relating to any activity conducted at the Track and the exclusive right to exhibit such at any time. At the Association's request Owner/Trainer will, and will cause any agent or employee who (or whose property) is or may be transmitted, recorded, filmed, televised or broadcast while at the Track, to sign and deliver to the Association releases in a form provided permitting, without compensation, such activity.
5. The Association will not under any circumstances be liable or responsible for any losses, injuries or damages to persons or property sustained to, or by, any owner, trainer, or any of their agents, contractors or employees in connection with any activities conducted at the Track, or during transportation of persons, property, or horses anywhere in vehicles owned, leases or controlled by the Association. Owner/Trainer assumes and shall be exclusively responsible for any risk of loss, including injury to, death of, or damage caused to or by any horse, other property, or any agent, contractor or employee of Owner/Trainer irrespective of whether such injury, death, or damage be caused or contributed to by the fault or negligence of the Association, by the claimed or actual conditions of the Track premises, or for any other reason or cause whatsoever. Furthermore Owner/Trainer agrees that, in consideration of the benefits obtained hereunder, he/she shall indemnify and hold the Association harmless from any loss, cost, injury, damage or claim incurred by or made against the Association by Owner/Trainer or Owner/Trainer's agents, contractors or employees for injury or damage to persons or property in any fashion while on or about Track premises, by Track owned property, or by Track conduct, whether or not such injury or damage was caused or contributed to by any fault or negligence of the Association, including but not limited to attorney's fees incurred by the Association arising out of or for any such injury, or damage to person or property. Notwithstanding the foregoing, the Association undertakes liability for latent defects, unknown to the licensee or to the licensee's invitees, in the Association's premises of which the Association had notice and a reasonable opportunity to cure or remove, and did not so cure or remove. For your own protection, you should insure your horses, agents, contractors and employees or other property for losses by accident, fire or otherwise. Owner/Trainer acknowledges that Association provides no such coverage. In the event any coverage is secured, Owner/Trainer shall name the Association as an additional named insured under such policy, and shall furnish the Association with a certificate of such insurance.
6. Owner/Trainer will be responsible for licensing of all stable employees by the Racing and Wagering Board. Identification Cards will be issued by Track Security office. Employees must be registered with Track Security Office upon hiring and Owner/Trainer must notify Track Security Office at time of termination
7. It is clearly understood and agreed upon that this is not a lease of any space, but merely a revocable license or permit granted by the Association only on the terms and conditions set forth. The Association reserved the unrestricted right to decline stall space, revoke this license or permit at will, and to have any Owner/Trainer using stable space to vacate the stalls and move all Horses, equipment, and personnel off the premises within twenty-four hours after receiving notice to vacate from the Association. Such notice to vacate may be given at any time during the term of this agreement and for any reason or without any reason and entirely at the discretion of the Association. In the event Owner/Trainer fails to comply with

the above, Owner/Trainer hereby unconditionally authorizes and empowers the Association to remove and place such Horses in any private or public stable, farm and/or the like which may then be available, at Owner/Trainer's direct expense and without any liability on the part of the Association. Owner/Trainer, in order to induce the Association to approve this application for stalls, does for himself/herself and employees and all persons for whom he/she is acting, consent to any such action by the Association under this agreement.

8. Owner/Trainer is required to properly maintain manure bins, shed rows, walkers, tack and feed rooms, and grass area around barns to Association standards as set and modified from time to time. Violators will be fined.
9. Owner/Trainer shall enter and race the Horses listed hereon which have been assigned stall space by the Association in all races for which they qualify and are eligible, and for the purse listed.
10. The terms and conditions of this Application shall apply at all times when the Horses are on the premises, including the Spring, Summer and Fall meets.
11. Any dispute as to this contract shall be governed by the laws of New York State.
12. No heating appliances are permitted within any building – no exception. Cooking on the premises of the Association is forbidden. Anyone violating this condition will be subject to fine and in addition may be suspended from or required to vacate the premises.
13. Owner/trainer agrees that the Association may refuse admittance to, exclude or eject anyone for any reason in its sole and absolute discretion, including Owner/Trainer, his/her agents, contractors and employees, and that Owner/Trainer has no right to a statement of reasons therefore or to any form of hearing thereon.
14. All registration papers pertaining to the horses shall be filed with the Racing Secretary immediately upon arrival at the premises. The undersigned shall have identification or registration papers of the horses available at all times for Inspection by the Association.
15. No vehicle or trailer of any kind shall be stored on the grounds of the Association thirty days preceding the start of the race meet or ten days after the end of the race meet. ALL vehicles shall be properly licensed and insured while on the grounds of the Association. Such vehicles shall be fully operational with inflated tires at all times while on the grounds of the Association. Any vehicle or trailers not meeting the above requirements shall be considered abandoned and removed from the grounds with no further notice. Such removal shall be at the expense of the owner.
16. The presence of weapons and illegal drugs, substances and devices on the premises of the Association is strictly prohibited. By signing this Agreement, the Owner/Trainer waives any right to object to any search by employees or representatives of the Association on the premises of the Association (including searches in the barn areas, the dormitories, in the vehicles and personal belongings of the Owner/Trainer and his, her or its employees and agents, and throughout the racetrack facility), and the seizure of (i) any stolen or misappropriated items, (ii) any weapons or illegal drugs, substances and devices, or (iii) any other articles which are prohibited from the Association's premises pursuant to this Agreement and the rules and regulations of the Association.

7. Owner/Trainer agrees to follow all Association rules and regulation as set and modified from time to time.

**PAST PERFORMANCE CHARTS MUST ACCOMPANY APPLICATION ON ALL HORSES.**

**THE FILING OF THIS APPLICATION DOES NOT SIGNIFY THAT THE STALLS HAVE BEEN RESERVED. THEREFORE DO NOT SHIP UNTIL CONFIRMATION OF STALL ALLOCATION HAS BEEN RECEIVED, WHICH WILL BE MAILED TO YOUR PERMANENT ADDRESS.**

I hereby certify that the information is true and agree to all of the conditions in this application.

Any changes to original stall application regarding subtraction or addition of horses must be approved by the racing secretary before arrival to Finger Lakes backside.

Signed: Trainer \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
(Full Name)

Permanent Address \_\_\_\_\_

Street and No. \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Horse Now Racing At: \_\_\_\_\_

If Granted Stalls, When Would You Ship To Finger Lakes? \_\_\_\_\_

PLEASE NOTE: THE STALL CONTRACT MUST BE SIGNED