



STALL APPLICATION 2022 MEET MAY 16 THRU OCTOBER 27 DUE BY MARCH 25

Return Application to:
Matthew Ennis
 Director of Finance/Director of Racing
 PID, LLC d/b/a Presque Isle Downs & Casino
 P.O. Box 10728
 Erie, PA 16514

CURRENT PAST PERFORMANCES MUST ACCOMPANY THIS APPLICATION

	NAME OF HORSE (PLEASE PRINT)	(✓) PA BRED	SEX	AGE	ALLOWANCE OR CLAIMING PRICE	(✓) If Maiden	Last	Start	NAME OF OWNER	Permanent Address of Owner
							DATE			
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

All trainers shall carry compensation insurance covering all of their employees. This paragraph is intended to include all individuals employed by trainers in the training and racing of horses.

All concessionaries shall carry compensation insurance covering all their employees. A certificate of workmen's compensation for all trainers must be on file with Pennsylvania Horse Racing Commission.

All OWNERS must be licensed before their horses can start. Owner's name and permanent address must be included with each horse listed on this application.

The Applicant/Trainer must provide **with this application** to be accepted, and shall maintain at all times, General Liability insurance with coverage no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Applicant/Trainer shall, prior to admission to the PID, LLC d/b/a Presque Isle Downs & Casino (PID) facilities and at any time upon request by PID, furnish a certificate(s) evidencing proof of insurance coverage in accordance with the requirements set forth herein. **ALL** horses entering the grounds **MUST** be accompanied by (1) a negative Coggins Test Certificate, **IN HAND**, issued within the past twelve (12) months, (2) a Health Certificate issued within thirty (30) days prior to date of arrival at PID and (3) proof of vaccination against Equine Herpes Virus Type-1 (EHV-1) by a licensed veterinarian a minimum of 14 days and no more than 120 days from arrival. The State Veterinarian's Office requires original Coggins Tests **ONLY**. However, faxed copies that include the lab's name and phone number will be accepted as evidence that a horse has a negative test. Coggins papers in the Racing Office will not allow you Stable Gate access. **No Exceptions.**

Notice: Do not ship to PID, LLC d/b/a/ Presque Isle Downs & Casino (PID) until notified that your stall application has been approved and stalls allotted for horses on your application. No substitution of horses without a supplemental application and prior approval from the Stall Allotment Committee.

ALL ANABOLIC STERIOD USE REMAINS BANNED

(Application must be completed in full and signed by the applicant on the reverse side.) - Incomplete applications will be rejected.

Trainer's Name: _____ Date: _____
Please Print

Home Phone: () _____

Cell Phone: () _____

Application Received

ACCEPTED REJECTED HOLD

_____ DATE NOTIFIED

POLICIES & REGULATIONS

By executing this application for the revocable grant of stall space by PID, LLC d/b/a Presque Isle Downs & Casino ("PID") and/or accepting a grant of stall space, the undersigned applicant agrees, on behalf of himself/herself, and as agent for each of their Owner(s) listed on the reverse side hereof, as follows:

- Training at PID will be allowed only at such times, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by PID. Applications for stall allocations are received only with the understanding that PID reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer. Incomplete applications or unsigned applications will be rejected.
- In connection with this application, applicant agrees and consents to PID and/or its agents making an investigation of applicant, whereby information may be requested from third parties as to character, general reputation as relevant to the integrity of racing.
- Positively NO DOGS or other animals are permitted on the grounds.
- No bedding other than straw is permitted.
- No yearlings are permitted on the grounds at any time.
- NO SMOKING in shedrow. This includes all Tack Rooms, Feed Sheds and Stall Areas. Violators will be subject to a fine and may be ejected from the premises.
- Firearms are absolutely prohibited on the premises at all times.
- Cooking and heating appliances of any kind, including coffee pots, microwaves and heating lamps, are not permitted on the premises.
- No sleeping or cooking in Tack Rooms is permitted.
- Owners and Trainers are advised that unless delinquent Jocks mounts are satisfied, Foal Papers will not be released.
- PID will not be responsible for Foal Papers left in the Racing Office at the close of the meet.
- Only the Trainer or an authorized agent will be allowed to sign out Foal Papers from its file.
- Once a race has been chosen, no entries will be **pulled**. No entries will be **taken** or **pulled** once entries have been closed - regardless of the size of the field. This rule will be strictly enforced. There will be no exceptions.
- The applicant agrees to abide by the rules and regulations of the Pennsylvania State Horse Racing Commission, PID, and the agreement by and between the same and the organization representing the majority of the owners and trainers at said facility and to accept the decision of the Stewards as final on matters pertaining to racing, except as appeals permitted under specific rules of the said Racing Commission.
- The Pennsylvania State Horse Racing Commission ("PSHRC") requires all owners and trainers to be licensed before they can start a horse.
- PID reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability, except for the return of fees paid. Nominations or the making of any entry to any of the Races is received with the understanding that PID reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.
- The Laws of Pennsylvania require all persons under 18 years of age must possess working papers (Birth Certificate must be produced to secure such working papers). Pennsylvania Rules of Racing requires "no application for a license will be considered for or granted to a person under 16 years of age." Persons between the ages of 16 and 18 years cannot work for more than 40 hours in any one week or start to work before 6:00a.m.
- All jockeys, trainers and exercise personnel are required to wear riding boots, safety helmets, and safety vests while riding or exercising.
- All ship-in stalls will be approved and assigned by horse only, and not by Owner or Trainer.
- All horses, including ponies, entering the grounds must be accompanied by (1) a negative Coggins test Certificate, in hand, issued within the past twelve (12) months (2) a Health Certificate issued within thirty (30) days prior to date of arrival at Presque Isle Downs and (3) proof of vaccination against Equine Herpes Virus Type-1 (EHV-1) by a licensed veterinarian a minimum of 14 days and no more than 120 days from arrival. The State Veterinarian's Office requires original Coggins Tests ONLY. However, faxed copies that include the lab's name and phone number will be accepted as evidence that a horse has a negative test. Coggins papers in the Racing Office will not allow you Stable Gate Access. No Exceptions.**
- Microchips and Digital Tattoos:**
 - All foals of 2017 and forward must be microchipped. Once microchipped, TRPB Identifiers will come to your barn, scan the microchip, and pull up digital papers to verify markings prior to the horse being able to race. The Identifier will also take a series of photographs of every horse. The identification fee remains \$80.
 - If you have an older horse (foals of 2016 and older) that is not tattooed and does not have a Jockey Club issued microchip inserted, please make arrangements to be microchipped. Your horse will not be able to race until it is microchipped and identified by a TRPB identifier. You must contact the Jockey Club (800) 444-8521 to obtain a microchip.
- Horsemen will be allotted stalls for horses with the understanding that the horses are ready to run. PID reserves the right to ask horsemen to leave the property after a period of inactivity, if they do not enter their horses in races that are available.
- Prior approval must be obtained from the Stall Superintendent or Racing Secretary for any trainer requesting additional stall space for any horses purchased through private sales, claims or trainer transfers. This must be done before, and NOT after, to receive any consideration.
- All applicants will cooperate with the Stall Superintendent and/or Racing Secretary in the moving of horses for consolidation purposes of the backside in order to utilize the stabling facilities to the fullest extent.
- Each trainer shall register with the Racing Secretary all horses in trainer's charge giving the name, age, sex, breeding and ownership of each. Any horse stabled on the grounds of the association without having been so registered, or occupying a stall not assigned to trainer, unless by special permission, will be cause for disciplinary action.
- Foal Papers for all horses stabled on grounds must be registered with the Racing Secretary.
- At the discretion of the Stewards or the Racing Association, and without notice, the entries of any person or transfer of any horse may be refused.

ALL STALLS MUST BE STRIPPED BEFORE DEPARTING. A fifty dollar (\$50.00) fee will be assessed for each stall vacated and not cleaned.

28. PID reserves the right to refuse any entry based upon poor performance.

29. Any horse that has not raced in 30 months since its last start shall be considered unsound to race, work, or train at PID, unless approved in advance by the CDI Equine Medical Director

30. Any horse treated with extracorporeal shockwave therapy, radial pulse therapy, or similar treatments shall not race or work for a minimum of ten (10) days following such treatment.

- Owners and trainers will be held responsible for the conduct of their employees while on the premises. All trainers and their employees must be fingerprinted and shall at all times have their picture ID Badges visibly displayed in all areas, including while in the Test Barn. Failure to comply shall result in a hearing with potential of fine and suspension.
- It is hereby agreed that PID, LLC d/b/a Presque Isle Downs & Casino (PID) and/or its parent companies, shall NOT be liable for, and that the owner and/or lessees of the horse will indemnify and hold harmless PID and/or its parent companies against all responsibility, liability or claim of injury or damage to any person, horse or other property of the undersigned, or of any other person or his or their agents, employees or associates caused by the horse, or agent of the employees of the undersigned, or by any other person, including employees, agents of PID whether by negligence or otherwise, on the premises of Presque Isle Downs & Casino.
- A Certificate of Compliance with Rule 165.155 issued by an insurance company authorized to do business in the State of Pennsylvania must be on file with the Pennsylvania Horse Racing Commission.
- All trainers shall carry compensation insurance covering all of their employees. This paragraph is intended to include all individuals employed by trainers in the training and racing of horses. All concessionaires shall carry compensation insurance covering all of their employees. A Certificate of Workman's Compensation Insurance must be on file with the PSHRC office if stalls are allotted. With respect to any claim brought against PID, LLC d/b/a Presque Isle Downs & Casino (PID) by an employee of Trainer or its Owner(s): Trainer for him/herself, and its Owner(s) hereby expressly agrees to waive any provision of the Workers Compensation Act which would otherwise prevent Trainers or Owners inclusion as an additional defendant, or avoid liability for any claim of injury or death brought by Trainer or Owner's Employees, heirs or assigns against PID. Trainer for him/herself and Owner(s) hereby expressly undertake to indemnify PID by written contract in accordance with Section 303(b) of the Workers Compensation Act.
- All common areas and shedrows to the middle of roads will be subject to inspection by management or Stall Superintendent. All areas are to be raked and cleaned.
- The applicant agrees to abide by the Eligibility Rules of PID and the Pennsylvania Horse Racing Reform Act of, as amended, and the rules and regulations there under.
- Eligibility Rule: Any horse which has not finished first, second, third or fourth within its last eight (8) starts since starting for a claiming price of \$5,000 or less, and any maiden which has not finished second, third or fourth within its last ten (10) starts since starting for a claiming price of \$5,000 or less, will not be eligible to be entered or stabled at PID (Trainers are responsible for knowing their horse's eligibility.) Any horse ineligible under this rule must be removed from the grounds within forty-eight (48) hours. Trainers are responsible to notify the Racing Office if said horse becomes re-eligible at another racetrack. The trainer has fourteen (14) days from the day a horse becomes ineligible to replace the horse, otherwise, the stall will be reallocated. Ineligible horses are denied all privileges of the grounds including Workouts. Those in violation will be fined and suffer immediate reduction of stalls, and will be subject to Suspension by the Board of Stewards and Exclusion by management.
- Eligibility, penalties and allowances of weights for all races, along with preference to the highest earners, will be determined after considering the reports, records and statistics published by Equibase and other racing statistical publications, but responsibility for weight carried and eligibility remains with the owner and trainer as prescribed by the Rules of Racing.
- Trainers are responsible for notifying the clocker when working a horse. The clocker must be notified of the distance which the horse will work and the correct spelling of the horse's name. The clocker's telephone extension number during training hours is 860-8980. DO NOT call the Clocker for times. They will be posted after training. No times will be announced over the radio.
- All first time starters must have a minimum of three (3) satisfactory published workouts, one being within the last thirty (30) days, and be approved from the starting gate. An O.K. Card from the Starter must be on file in the Racing Secretary's Office before an entry is accepted. Any horse which has not raced for a period of thirty (30) days or more is ineligible to race until it shows one (1) published workout.
- All horses arriving in the Paddock with non-racing bandages must go directly to their stall after being identified, all such bandages must be removed. All violators will be subject to a fine.
- Effective January 1, 2009, only Queens Plate or smooth shoes are permitted for training or racing at PID. No toe grabs, caulks or turn-downs will be allowed.
- All changes in trainers must be reported to the Pennsylvania State Horse Racing Commission and the Racing Secretary immediately along with the owner's and previous trainer's authorization.
- When a race is in dispute, both the horse that finished first and any other horse involved in the dispute are subject to all penalties attached to the winner of the race until the matter is decided.
- PID may televise or authorize the televising of horse racing and to conduct pari-mutuel wagering thereon pursuant to sections 216.216a, 218g and 234 of the Pennsylvania Race Horse Industry Reform Act of, as amended, and the rules and regulations there under as well as the Interstate Horse Racing Act of 1978, as amended.
- If any applicant has in his charge any horse whose name appears on any barred list (Veterinarian, Starters, Stewards or any other barred list at any track), such applicant shall report the name of such horses and the fact that he has been so barred to the Racing Secretary at any meet within Pennsylvania at which he proposes to enter such horse to race.
- PID reserves the right to refuse admittance to, or exclude, anyone whose presence it considers not to be in the best interest of racing including, but not limited to, those with an undesirable character or general fitness such that his/her participation would be inconsistent with the public interest or with the best interests of racing generally, in accordance with the rules and regulations of the Pennsylvania State Horse Racing Commission.

48. PID reserves the right, in its sole discretion, to decline stall space to any owner or trainer.

49. The removal of any dead horse is at the expense of PID, LLC and/or the PA HBPA.

50. As the organizer, host and sponsor of thoroughbred horse racing at this facility, PID reserves unto itself, its agents, assigns and license the sole and exclusive right to produce, exhibit, perform transmit, licenses or sell in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or here after developed of all activities occurring prior to, during and after thoroughbred horse races; the sole and exclusive right to utilize each race and the results thereof for any purpose as PID shall determine. This grant of rights includes all worldwide copyright in perpetuity in and to each race at PID in which Trainers, Owners and their employees and agents participate. The acceptance of stall accommodations, the submission of a nomination or the making of an entry in any race shall mean that the Trainer on behalf of him/herself, his owners and his and their employees and agents consents to this reservation of right by PID and consents to be photographed or otherwise be subject of still or moving pictures in all media, radio or television programs, without payment except for those contributions to horseman's purses as agreed in the applicable Live Racing Agreement with the horseman's representative group. The Trainer on behalf of him/herself, his owners and his and their employees and agents, agrees that he/she has not and will not take any action which would cause an assignment or other transfer of any of the rights contemplated herein, or assert any claim, demand, or cause of action against PID, which is inconsistent with the full and exclusive ownership of PID.

51. As the organizer, host and sponsor of thoroughbred horse racing the applicant releases PID, and its affiliates, officers, directors, employees, shareholders and consultants from, and waives any and all claims for injury personally suffered by the applicant while galloping/ponying horses on the premises; and assumes the risk, and releases and waives against PID and its affiliates, officers, directors, employees, share- holders and consultants for any and all claims for loss of use, injury or damage to horses owned or under the control of the applicant or the applicant's invitees incurred while on PID's premises, unless such injury, loss or damage is caused by PID's negligence.

52. Applicant is responsible for the conduct of each and every employee and/or any person or persons under his charge or control, or any person, firm or corporation, contracting with the applicant of the premises, and to all persons granted a pass at the applicant's request.

53. Insurance: The Applicant/Trainer shall maintain at all times General Liability insurance with coverage no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Applicant/Trainer shall, prior to admission to the PID, LLC d/b/a Presque Isle Downs & Casino (PID) facilities and at any time upon request by PID, furnish a certificate(s) evidencing proof of insurance coverage in accordance with the requirements set forth herein. Responsibility for the maintenance of appropriate horse mortality or other equine insurance rests with the trainer and/or Owner(s), as the case may be and as agreed between those parties, and PID SHALL HAVE NO OBLIGATION WITH RESPECT TO SUCH INSURANCE. Consultation with a competent insurance advisor is strongly recommended. All horses must be covered by insurance at all times against injury or loss by fire provided and paid for by the owner or trainer. No liability for loss of horse or equipment by fire will be assumed by PID. Failure to maintain adequate insurance may subject Applicant, Trainer and/or Owner(s) to multiple and substantial risks, including being excluded from PID's premises. All certificates of insurance shall provide that PID shall receive at least thirty (30) days' advance notice by the insurer of any cancellation or material change in coverage. Owner(s) and Trainer indemnify and hold PID harmless against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the Trainer and/or Owner(s)' failure to obtain insurance as appropriate and as may be required by law.

54. PID reserves the right to terminate this application if it is subsequently notified by any gaming regulatory authority in any state where PID or any of its affiliates does business, that applicant's or any of the applicant's background or association is injurious to the public health, safety, morals, good order and general welfare of the citizens in any state in which PID, and its affiliates does business or who threatens the integrity of gaming, who discredits or tends to discredit the gaming industry or is otherwise undesirable. PID reserves the right to eject any person from its property at any time, in accordance with the rules and regulations of the Racing Commission.

55. Any owners or trainers stabled at PID found to have directly or indirectly sold a horse for slaughter will have his or her stall permanently revoked from PID. PID requires its horsemen to conduct due diligence on those buying horses and encourages them to support rescue and adoption efforts and to find humane ways of dealing with thoroughbred horses unable to continue racing.

56. Equine Injury Database. Churchill Downs Incorporated ("CDI"), ultimate corporate parent of PID, and each of its racetracks has entered into an Equine Injury Database Agreement with The Jockey Club ("TJC") to implement one of TJC's Thoroughbred Safety Committee recommendations regarding tracking of equine injuries occurring at any of its racetrack facilities. Trainer, on behalf of himself and as agent for each Owner listed in this Application, agrees that accurate tracking of equine injuries is an important step toward improving the safety of horse racing and in consideration of participating in stabling, racing, training and related activities PID, hereby gives its consent to the collection of

information related to any injury occurring at PID to a horse owned or trained by Trainer and entry of said information into a database maintained by TJC (the "Equine Injury Database") by PID and/or the Pennsylvania State Horse Racing Commission-employed veterinarian (the "Veterinarian") with TJC and its affiliated businesses (including InCompass Solutions, Inc.) (collectively, PID, the Veterinarian, TJC and its affiliated businesses and the owners, stewards, directors, officers, employees and agents of any of the aforementioned persons and entities may be referred to as the "Indemnified Parties") with respect to any injury occurring at PID to a horse owned or trained by Trainer. For purposes of this consent, "injury" shall include, but is not limited to, an injury to a horse that is (i) scratched at the recommendation of the examining Veterinarian; (ii) determined to be injured/ unsound/in distress, or otherwise unfit in the paddock, post-parade, starting gate, during or immediately after the running of a race; iii observed to be injured, unsound or in distress in the Detention Barn, or as a result of a Veterinarian's post-race inspection; iv scratched for medical reasons not documented by the Veterinarian (e.g., trainer reports sick, injured, colic, tied-up, fever, etc.); or v) injured during training or in non-race related events. Trainer, on behalf of himself and as agent for each Owner listed in this application, further agrees to cooperate in the disclosure of such information to the extent that such cooperation is reasonably required and covenants not to sue and, to the maximum extent permitted by applicable law, to indemnify, release and hold harmless the Indemnified Parties from and against any liability, cost, loss, or expense of any kind or nature (including, without limitation, reasonable attorneys' fees) arising from any claim, demand, or action (a) alleging that the data entered into the Equine Injury Database (either directly or indirectly) violates the rights of Applicant or any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties (either directly or indirectly).

57. Safety of Horses: (1) Each person licensed by the Pennsylvania State Horse Racing Commission ("PSHRC") shall do all that is reasonable and within his/her power and scope of duty to guard against and prevent the administration of any drug, medication or other substance, including permissible medication in excess of the maximum allowable level, to any horse entered or to be entered in an official workout or race, as prohibited by these rules; (2) No licensee or other person under the jurisdiction of the PSHRC shall subject or permit any animal under his/her control, custody or supervision to be subjected to or to incur any form of cruelty, mistreatment, neglect or abuse or abandon, injure, maim or kill or administer any noxious substance to or deprive any animal of necessary care or sustenance, shelter or veterinary care.

58. **Grooms Rent:** If Applicant requests a groom to stay in the PID groom's quarters, Applicant agrees to pay PID rent equal to \$6 per day for each groom.

59. **Trailer Storage:** PID agrees to provide storage trailers at no charge. Applicant acknowledges and agrees that all storage trailers will be completely removed of any belongings by the individuals utilizing the trailer and that any remaining personal belongings will be disposed of by PID with no recourse.

60. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of Pennsylvania. The intent and language hereof may be subject to revision during the term of any applicable horsemen's contract based upon any judicial decision or legislative action.

61. The applicant and its employees will not mutilate or in any way damage the stall or accommodations allotted to the applicant and that the applicant will not make or permit any structural or electrical changes in the stabling accommodations, that the applicant will be responsible for all damages to the stabling accommodations allotted to the applicant while the horse, or any of them, are stabled therein. The applicant further agrees to keep such stable accommodation in clean and good condition and deposit manure and litter where and in the manner directed by PID.

Applicant agrees that, in connection with and as a condition to this application for and/or acceptance of stall space at PID, the shipping in of any horse to PID's facilities and/or entry of any horse in a race run at PID's racetrack, the applicant, trainer and owners will comply with and abide by all terms, provisions and conditions set forth in this agreement, all administrative regulations of the Pennsylvania State Horse Racing Commission, and all rules, conditions and regulations of PID, at any time adopted or as they may be amended. Applicant shall be responsible for obtaining and becoming familiar with such rules and regulations. By signing this application, I hereby certify that I have read and understand and agree to the terms and conditions of this application and agreement including all release provisions. I have provided a copy of this agreement to all owner(s) I now or will represent. No oral representations, statements or inducements apart from this agreement have been made by me.

Name _____

Permanent Address _____

Home Telephone #: _____

Cell phone # _____

Email Address _____