

Keeneland Association, Inc.

Keeneland Association, Inc. Stall Application, Revocable License, Release and Waiver of Liability Agreement

A valid signature on this document indicates that the undersigned hereby agrees to the following terms and conditions in consideration of the permission of the Keeneland Association, Inc. ("Keeneland") for the stabling of horses.

The Conditions for Stall Allocations must be abided by as follows:

- 1. License.** If stalls are allocated to the undersigned ("Trainer"), Trainer shall then be granted a revocable license to use the stalls allocated to the Trainer, including the barn and area immediately outside the stalls ("Licensed Premises") pursuant to the terms of this agreement ("Agreement").
- 2. Rules and Regulations.** Trainer will abide by all rules and regulations of Keeneland, including, without limitation, House Rules (including those relating to TCO₂ or "Milkshake" testing), or other rules, and the rules and regulations of the Kentucky Horse Racing Commission ("KHRC"), at any time adopted or as they may be amended. Trainer and Owner(s) shall be responsible for obtaining and becoming familiar with such rules and regulations.
- 3. Parties.** This Agreement will be effective with regard to the stabling during and/or participation in the race meeting specified on the opposite side hereof and Trainer's participation in any and all other race meetings and related activities and the use by Trainer of stall space. For purposes of this Agreement, whenever the word "Trainer" is used herein, it shall include (i) the trainer of horses located at Keeneland (and if trainer is an agent/assistant to any trainer, the principal for whom he is agent), and (ii) all Owner(s) of horses controlled by Trainer, and their heirs, representatives, successors, next of kin, entity and assigns. For purposes of this Agreement, the word "Owner" shall include the owner(s) of the horses located at Keeneland. Provided, however, that the rights and benefits of the Trainer under this Agreement are personal and no such right or benefit will be subject to voluntary or involuntary alienation, assignment or transfer by Trainer. Trainer covenants, and by signing below affirms and verifies, that (i) the undersigned executes this Agreement as agent for the Owner(s), (ii) the Owner(s) have agreed to the terms and conditions of this Agreement, and (iii) as affirmation of the Owner(s)' agreement, the undersigned will deliver the Owner(s)' written consent and agreement to such conditions upon request of Keeneland. Trainer will indemnify and hold Keeneland harmless from and against any claim or cause of action (including any expense incurred therewith, including reasonable attorneys' and other fees) that may be asserted by or on behalf of any person which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraphs. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.
- 4. Cancellation of Races.** Keeneland 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 as required by the KHRC Regulations. Nominations or the making of any entry to any of the Races is received with the understanding that Keeneland reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.
- 5. Fees.** Trainer agrees to pay all monetary obligations owed as a result of participating in racing including, without limitation, jockey fees, entry fees, nomination fees, fees for the administration of furosemide, and such other fees as may be required under the KHRC Regulations and/or Keeneland rules, including without limitation House Rules.
- 6. Default.** Should the Trainer, (i) fail to any sum payable by Trainer as herein provided, or any part thereof, or (ii) fail to keep and perform any of the other non-monetary covenants, agreements or conditions on its part to be kept and performed hereunder within twenty (20) days of written notice thereof; or (iii) suffer any execution, attachment or other order of any court to be issued upon or against the interest of Trainer in this Agreement; or (iv) make an assignment for the benefit of creditors or suffer or permit a petition in bankruptcy to be filed by or against it; or (v) violate any provision of this Agreement, the Kentucky Revised Statutes or the Kentucky Administrative Regulations regarding Thoroughbred racing; or (vi) suffer or permit to occur any circumstance or event which is specifically declared to be an "Event of Default" under any other Section of this Agreement; any one of the same shall be an "Event of Default" hereunder. If an Event of Default occurs under this Agreement, Keeneland shall have all such rights and remedies as are provided by law or in equity

in respect of such default including, at Trainer's election, the right to terminate this Agreement and/or reenter the Licensed Premises and recover possession thereof with or without terminating this Agreement and in either event Keeneland shall be entitled to (1) remove the horses from the Licensed Premises; (2) relet or relicense the Licensed Premises or any part(s) thereof, upon such terms and conditions, including license payment, as Keeneland may deem appropriate for Keeneland's own benefit and account; (3) recover from Trainer as damages resulting to Keeneland from Trainer's default hereunder an amount equal to the sum of (i) all reasonable costs, fees, charges and expenses incurred by Keeneland in connection with such reentry, repossession, dispossession and relicensing or reletting and (ii) all unpaid licensed payments and all other unpaid charges required to be paid hereunder by Trainer to Keeneland. It is hereby expressly provided and understood that Trainer's obligations and liability for damages as set forth herein shall be all inclusive and shall survive such termination, re-entry, repossession, dispossession, relicensing and reletting; and (4) impose certain other penalties and fines at Keeneland's discretion.

7. **Tack Rooms.** Tack rooms will be allocated to horsemen based on the number of stalls utilized. One tack room will be allocated for every four stalls filled.
8. **Allocations.** Allocations of all stall space are made only with the agreement of Trainer that Keeneland reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities; that the permission granted herein to Trainer to use Keeneland's facilities is solely for purposes incidental to racing, does not constitute a lease of such facilities and Keeneland maintains the sole interest in and exclusive control of its premises and facilities; and that Keeneland reserves to itself the exclusive right and sole discretion to reduce or to totally eliminate the number of stalls assigned and/or change the location of stalls assigned to the Trainer.
9. **Revocation.** Trainer agrees that the license granted herein to enter on Keeneland grounds and to use Keeneland facilities is subject to revocation, with or without cause, and in the sole and exclusive discretion of Keeneland. The undersigned will vacate stalls and move all horses, equipment and personnel, upon request, from Keeneland property within a reasonable time. A violation of the rules or regulations of the KHRC or the conditions, rules and regulations of Keeneland or the creation, in whole or in part, by Trainer of any condition that may interfere with the safe and efficient operation of its business by Keeneland or the termination of the Trainer's agency relationship with the Owner(s) listed on the reverse side hereof, shall, in each case, subject this license to immediate revocation exercised at Keeneland's sole and exclusive discretion, without any prior notice.
10. **Bedding.** All bedding used in the stalls must be approved by Keeneland. Further, Trainer agrees to notify Keeneland by notation on the reverse side, where indicated, whether Trainer will use straw or shavings for bedding. Trainer may change the type of bedding used only with Keeneland's approval.
11. **Shoes.** No toe grabs, caulks, stickers, inserts, blocks, turndowns, trailers or heel extensions will be allowed on front or hind shoes of horses. Only flat, Queen's Plate, Queen's Plate XT or the equivalent may be used on the Polytrack or Turf tracks. Keeneland shall determine, in its sole discretion, whether shoes other than Queen's Plate or Queen's Plate XT are the "equivalent," which decision shall be binding on all parties.
12. **Safety Helmets and Vests.** All individuals mounted on a horse or stable pony in the stall areas and on Keeneland premises shall wear a properly secured safety helmet at all times, which helmet shall have a tag, stamp or similar identifying marker indicating that it meets one of the following safety standards: (a) ASTM International Standard, ASTM F1163-04a; (b) British Standards, BS EN 1384:1997 or PAS 015:1999; or (c) Australian/New Zealand Standard, AS/NZS 3838:2006. Additionally, all individuals mounted on a horse or stable pony in the stall areas and on Keeneland premises shall wear a properly secured safety vest at all times which shall have a tag, stamp or similar identifying marker indicating that it meets one of the following safety standards: (a) British Equestrian Trade Association (BETA):2000 Level 1; (b) Euro Norm (EN) 13158:2000 Level 1; (c) ASTM International Standard, ASTM F2681-08; (d) Shoe and Allied Trade Research Association (SATRA) Jockey Vest Document M6 Issue 3; or (e) Australian Racing Board (ARB) Standard 1.1998.
13. **Dogs.** All dogs must be kept inside tack rooms during training and racing hours, or if out, must be leashed and in hand at all times. Trainer may have no more than two dogs in the stall area at any time. Under no circumstances may dogs be tied in shedrows or about the barns during training and racing hours. Dogs tied in shedrows at hours other than the above mentioned must be on a fixed, short leash to permit free access and passage of Keeneland's security police around the barn area. No running chains or lines will be

permitted. Trainer must ensure that dogs do not interfere with the business of veterinarians, blacksmiths, feedmen, track security, deliveries and barn maintenance personnel.

14. **No heat lamps.** Heat lamps are prohibited at all times in the stall areas.
15. **Hoses.** All hoses in the barn area must be fitted at all times with a working nozzle, such that water will not flow from a hose unless the nozzle is engaged.
16. **Washing Machines.** No washing machines may be brought in the stall areas. An equine laundry facility is available between Barn 42 and the Maintenance Building, and may be utilized by Trainer and staff as available.
17. **Condition of Stall Area.** Trainer will keep and maintain the Licensed Premises and area surrounding the Licensed Premises, including the barn, stalls and area outside the stalls, in good order and sanitary condition, at Trainer's sole expense. Trainer shall be responsible for trash removal and cleaning of walkways outside the stalls. Trainer shall not place any trash (e.g. plastic, rope, cans, etc.) in the muck. If consistent trash violations occur, Trainer will have to pay for additional muck removal. Trainer shall make, at their own expense, all repairs otherwise required to be made by Keeneland if they are necessitated by the negligence of Trainer. Trainer shall comply with all laws and regulations relating to the stalls and their use.
18. **Licenses.** Trainer shall ensure that each individual working in the stall area under the direction of Trainer are licensed as required by the laws and regulations of the Commonwealth of Kentucky. Failure to fully comply with this provision could result in the immediate termination of this Agreement.
19. **Medication Compliance.** The parties agree that all horses on Keeneland grounds may, at Keeneland's discretion and direction, be subject to inspection which may include, at Keeneland's discretion, the taking of a blood, urine, saliva or other specimen, which may be tested by Keeneland or its designees for the purposes of insuring compliance with medication rules applicable in Kentucky and/or for purposes of insuring the integrity of racing. Further, the parties acknowledge that per 810 KAR 1:018, furosemide on race day may only be administered by a veterinarian approved by the KHRC to perform the administration. Per the KHRC Regulations, the cost of having furosemide administered on race day is \$20. If Trainer's horse(s) are eligible and are to receive furosemide on race day, fees sufficient to cover the cost of the furosemide administration are required to be deposited with the horsemen's bookkeeper by 12:00 p.m., noon, on the day of the race.
20. **Search and Seizure.** The undersigned expressly grants to Keeneland the right, without prior notice, to search the person, or to order and search the stall area, rooms, lockers, vehicles and automobiles and any other area of the Keeneland premises occupied by undersigned, whether locked or unlocked, and to seize any illegal or unauthorized drugs, medication, mechanical devices, or other prohibited, unsafe or cruel items.
21. **Intellectual Property.** Keeneland reserves to itself the exclusive right to produce, exhibit, use or dispose of motion pictures, television programs or other images or authorize or license others to make, exhibit, use or dispose of motion pictures, television programs or other images of horse races and related events and the names of owners, trainers, or horses involved in events or activities, occurring prior to, during and subsequent to the running of races on Keeneland premises. In receiving permission to use the Keeneland premises, or in making an entry in or participating in any race on the Keeneland premises, the undersigned on his behalf and as agent of the Owner(s) hereby grants consent to be photographed and to have the Owner(s)'s horses photographed in any motion picture, television program or other image without remuneration to the Undersigned or to the owner(s) and hereby grants to Keeneland permission to use and exhibit such motion pictures, television or other images and names for advertising purposes, purposes of the trade or other use as Keeneland shall determine in its sole and exclusive discretion.
22. **Release and Indemnification.** All KHRC Licensees, including but not limited to Keeneland, owners, trainers, jockeys, exercise riders and grooms ("Licensees"), participating in stabling, racing, training and related activities at Keeneland recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training and related activities at Keeneland, **all Licensees assume the risks of participating in stabling, racing, training and related activities at Keeneland, and release, hold harmless and covenant not to sue all other Licensees so participating for (i) ordinary negligence which causes or contributes to loss, loss of use, injury or damage to horses while on the premises of Keeneland and (ii) ordinary negligence which causes or contributes to personal injury or property damage, including but not limited to loss, loss of use, injury or damage to horses arising from the use of track and grass fields ("gallops")** owned or controlled by Keeneland, whether arising from alleged acts or omissions of a Licensee and its agents or employees, the condition of the premises of Keeneland, or any other cause. Except as provided

above, all Licensees participating in racing, training and related activities at Keeneland shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law.

The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and the KHRC regulations ("KHRC Regulations"), and shall be binding upon Trainer, his successors or assignees. For purposes of this Agreement, Keeneland shall mean and include Keeneland and its officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between this Agreement and the KHRC Regulations, the KHRC Regulations shall control. Further, these provisions will be deemed to be amended to the extent of, and to be in compliance with, any amendment to the KHRC Regulations.

- 23. Notification.** After submitting this application for stalls, the undersigned agrees to notify Keeneland promptly of any changes in stall requirements. After confirmation of stall allocation, the undersigned agrees to notify Keeneland immediately of any major changes in shipping plans.
- 24. Coggins/Health Certificate Prior to Entry.** All horses, including lead ponies, seeking entrance onto Keeneland grounds, must have 1) a current negative Coggins test dated less than one year prior to the date of arrival on Keeneland grounds; 2) a Certificate of Veterinary Inspection ("CVI"), which certificate has been signed and dated within seventy-two (72) hours prior to arrival by a licensed veterinarian; and 3) record of vaccination against Equine Herpes Virus Type 1 (EHV-1) by a licensed veterinarian a minimum of fourteen (14) days, and no more than one hundred twenty (120) days, prior to entry onto Keeneland grounds. Once a horse receives the initial EHV-1 vaccination, such horse only needs to be re-vaccinated every one hundred twenty (120) days. The minimum fourteen (14) day vaccine requirement applies to horses that had NOT been vaccinated for EHV-1 within the past one hundred twenty (120) days. The CVI shall indicate the date of vaccination, the specific vaccine product, the vaccine lot number, and the vaccine expiration date used to vaccinate each horse. Trainers are asked to maintain a temperature chart on all horses under the control of Trainer, and report any horse whose rectal temperature exceeds 102° F to their veterinarian and to Keeneland. These requirement(s) are subject to change.
- 25. Insurance.** 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. Trainer shall also maintain at all times Workers' Compensation Insurance covering all personnel employed as required by the Statutes and Administrative Regulations of the Commonwealth of Kentucky. Trainer shall, prior to admission to Keeneland's facilities and at any time upon request by Keeneland, 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 vests with the Trainer and/or Owner(s), as the case may be as agreed between those parties. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer and/or Owner(s) to multiple and substantial risks, including being excluded from Keeneland's premises. All certificates of insurance shall provide that Keeneland 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 Keeneland harmless against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the Trainer and/or Owner(s)'s failure to obtain insurance as appropriate and required by law.
- 26. Investigative Report.** In making this application for stalls or to otherwise participate in Thoroughbred racing, it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom Trainer is associated. This inquiry includes information as to Trainer's character, general reputation, personal characteristics, and mode of living, which may be applicable. Trainer has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.
- 27. Stabling and Training Rules.** Training on the Keeneland track will be allowed only at such times, if any, in accordance with any instructions and directions regarding training activities as may be determined by Keeneland. Applications for stall allocations are received only with the understanding that Keeneland reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.

- 28. Ban on Horse Slaughter.** Any Owner or Trainer based at Keeneland Association who sells a horse for slaughter that was previously stabled at Keeneland Association may have his/her stalls permanently revoked.
- 29. Assignment/Subletting.** Trainer shall not, without the prior written consent of Keeneland, (1) assign the use of the allocated stalls, sublet or sublicense the Licensed Premises or any part thereof; (2) permit any assignment or other transfer of this Agreement or any interest hereunder by operation of law; or (3) permit the use of the Licensed Premises by any person other than Trainer and its partners, employees, invitees and licensees ("Sublease, Sublicense, Transfer or Use"). All of Trainer's obligations under this Agreement will remain in full force and effect regardless of any portion of the Licensed Premises being subleased, unless otherwise agreed in writing by Keeneland and Trainer. If Trainer is in default under this Agreement, Trainer shall not be permitted to allow the use of the Licensed Premises by any person absent Keeneland's prior written consent. Any Sublease, Sublicense, Transfer or Use made without Keeneland's prior written consent shall, at Keeneland's option, be null, void, and of no effect. Any attempt to Sublease, Sublicense, Transfer or Use the Licensed Premises without Keeneland's prior written consent shall constitute an event of default under this Agreement.
- 30. Entire Agreement.** This Agreement contains all the terms and conditions between Keeneland and Trainer relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect, except any such contemporaneous agreement specifically referring to and modifying this Agreement signed by both parties. This Agreement may not be modified except in writing signed by both parties.
- 31. Governing Law/Jurisdiction and Venue/Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky (without giving effect to its laws regarding conflicts of laws). The parties herein agree that jurisdiction and venue shall be the Fayette Circuit Court, Commonwealth of Kentucky. The parties also agree to waive any rights they may have to a trial by jury.

To be Signed by Owner(s)/Trainer

BY ELECTRONIC SUBMISSION, THE OWNER(S)/TRAINER HEREBY CERTIFIES THAT S/HE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS, AND IF SUBMITTED BY TRAINER, TRAINER HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) SO LISTED HEREON, WHO ARE BOUND BY THE TERMS AND CONDITIONS HEREOF. THE OWNER/TRAINER HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE. HORSES SHIPPED TO KEENELAND WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOTTED STALLS, THERE WILL BE NO SUBSTITUTION OF HORSES WITHOUT CONSENT OF THE RACING SECRETARY.