

**TIOGA DOWNS****JASON BLUHM - DIRECTOR OF RACING**

P.O. Box 509

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[www.tiogadowns.com](http://www.tiogadowns.com)

# TIOGA DOWNS 2019 RACING APPLICATION

**Racing Applications Close March 15<sup>th</sup>  
Barn Area opens April 1<sup>st</sup>**

Stable Name: \_\_\_\_\_

Trainer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Text "MEADOWLANDS" to 84700 for Important Race Office Information****COMPENSATION INSURANCE** (excerpt from the New York State Racing and Wagering Board (Div. Of Harness Racing) Rules and Reg., Rule 4101.3)

"Every owner, trainer, driver who employs or hires another must file a certificate of insurance with the Commission on a form satisfactory to the Chairman of the Workman's Compensation Board. No license or permit will be issued to participate in harness racing unless the Commission has a certificate of insurance on file."

"Pursuant to the New York State Human Rights Law, Tioga Downs will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability or marital status."

All horses listed on this stall application are represented to be under the management, and are the responsibility of the trainer signing same.

A properly executed application must be on file by every horseman allotted stalls before any entry can be accepted.

Date \_\_\_\_\_

Expected Arrival \_\_\_\_\_

Expected Departure \_\_\_\_\_

**Please mark whether you are stabling at Tioga Downs or if you will be Shipping-In to Tioga Stalls.** **ONLY APPLYING TO RACE** **NEED STALLS ON GROUNDS****IMPORTANT NOTICES FOR 2019:**

- All horses are required to have a negative Coggins & EHV-1 certificate of vaccination within the last year. All horses shipping in must have a current Health Certificate with the last 30 days. This is required only for your first start.
- If you owe money to Tioga or Vernon Downs, or to any vendor that serves either track, you will be denied stalls. If you owe money and choose to race at either track, money will be held from your purse checks until said debt is paid off.
- If you stable at Tioga Downs you must race at Tioga Downs. Permission of the Race Secretary is needed weekly to race a horse elsewhere in an overnight event.
- **Stabling Incentive Program – Must be stabled on the grounds or at an approved local training facility. Horses become eligible after 3<sup>rd</sup> overnight start. A 5% purse bonus is paid to the trainer and a 15% purse bonus to the owners of qualified overnight horses. All trainers & owners must be members of the STHHA. Be accurate with your stable roster, for anyone who inflates the number of stalls requested will have their number of bonus eligible horses reduced by the difference in what you requested and what you bring.**

NAME OF HORSE	AGE SEX	G A I T	STAKES or OVERNIGHT	CLASS HORSE RACES IN	OWNERS NAME & STATE
1.	/				
2.	/				
3.	/				
4.	/				
5.	/				
6.	/				
7.	/				
8.	/				
9.	/				
10.	/				
11.	/				
12.	/				

**This contract must be prepared, signed and returned. Be sure to have confirmation of stalls before shipping to Tioga Downs. Do not ship horses without confirmation. No substitutions or additions to the above-accepted horses will be permitted unless confirmed by the Racing Department prior to shipping.**

**The conditions governing the 2019 Racing season of Tioga Downs:**

The signer (hereinafter called the applicant) that in consideration for and as a condition of the granting of permission to stable at Tioga Downs to any or all of the horses listed above on this contract and any other horses for which stabling is provided and as further consideration for providing rooms to grooms or other stable employees, the Applicant and all persons for whom he is acting will be bound by all the terms and conditions hereinafter set forth.

It is mutually understood and agreed that the Applicant represents that the Applicant has been granted authority by the Owner(s) of all horses in his care to make this application, to enter the agreement contained herein and to bind Owner or Owners to the same. The Applicant shall assure that the Owner or Owners on whose behalf this application is made or for whom stabling is provided shall be provided with a copy of this application.

1. It is understood that Tioga Downs may assign stall or other accommodations to any or all of the horses listed hereon by the Applicant and the Applicant hereby authorizes Tioga Downs to cross out the names of any or all of the horses listed hereon to which Tioga Downs does not wish to assign stall space or other accommodations, and to assign stall space or other accommodations only to the horses whose names are not crossed out. The Applicant agrees to be bound by the terms and conditions of this contract as set forth herein, even though the contract may be altered by Tioga Downs crossing out the names of any or all of the horses listed hereon, just as if the Applicant had signed this contract without listing the horses so crossed out by Tioga Downs.
2. This contract shall not be binding upon Tioga Downs until signed by the Director of Racing of Tioga Downs, and when signed shall obligate Tioga Downs to provide stall space or other accommodations only to those horses listed on this contract whose names have not been crossed out by Tioga Downs as herein before set forth. No changes shall be made without notifying Tioga Downs and permission granted by the Racing Department.
3. The terms of this contract shall be for the 2019 meeting at Tioga Downs for such days and nights as granted by the New York State Racing & Wagering Board (Division of Harness Racing).
4. The Applicant shall enter and race the horses listed hereon which have been assigned free stall space by the Tioga Downs in all races for which they qualify and are eligible unless the Director of Racing shall agree otherwise.
5. The Rules and Regulations of the New York Racing & Wagering Board (Division of Harness Racing), Tioga Downs and the United States Trotting Association and shall govern the conduct of this meeting and all owners, trainers, drivers and caretakers are subject to same.
6. The Rules and Regulations of the New York Racing & Wagering Board (Division of Harness Racing) will apply to all disputes of any kind arising from racing and shall be settled according to these rules, including classification, preferred list and stable entries.
7. All owners, trainers, drivers and/or their employees must obtain a license issued by the New York State Racing and Wagering Board (Division of Harness Racing) before passes and badges admitting them to Stable Area will be issued by Tioga Downs. Tioga Downs reserves the right to approve or disapprove said badges at its discretion. The person named upon said badge or pass may only use stable area passes and misuse will be cause for revocation without notice.
8. Coggins certificates must be filed at the Director of Racing's office immediately upon arrival.
9. The management of Tioga Downs reserves the right to reject any entry, decline stall space, change the order of the program or use any starting method approved by the New York State Racing and Wagering Board (Division of Harness Racing).

It is clearly understood and agreed that this is not a lease of space, but is merely a revocable license granted by Tioga Downs only on the terms and conditions set forth.

Tioga Downs reserves the unrestricted right to decline stall space, revoke this license, and to have any Applicant using stable space to vacate the stalls and move all horses, equipment and personnel off the premises within 48 hours after receiving notice to vacate. Such notice may be given at any time during the term of this contract and for any reason or without any reason and entirely at the discretion of Tioga Downs. Applicant, in order to induce Tioga Downs to approve this application for stalls, does for himself and employees and all persons for whom he is acting, consent to any such action by Tioga Downs under this paragraph or paragraph 13.

10. Full fields are required in all overnight events or the events may be cancelled. Purse distribution for overnight events shall be 50-25-12-8-5 unless specified otherwise in posted conditions.
11. All trainers, drivers, caretakers and owners are required to wear a safety helmet when driving or training on the grounds of Tioga Downs.
12. All changes in trainer must be reported immediately to the Director of Racing and the New York State Racing and Wagering Board (Division of Harness Racing) along with owner's authorization.
13. Tioga Downs may refuse admittance or eject anyone considered undesirable by it.
14. No vehicles of any kind are permitted in the Stable Area except with the permission of Tioga Downs.
15. No heating appliances of any kind are permitted at Tioga Downs. Cooking on the premises is not permitted.
16. All extension cords must have UL tag attached.
17. No unattended appliances will be allowed in the Stable area (ie. Coffee makers, washers, dryers), also no unattended extension cords in the Stable area.
18. Smoking is prohibited in the Stable area.
19. No alcohol is permitted in the Stable area.
20. Dogs are permitted on the grounds of Tioga Downs but the owner must register the dog with security upon arrival. If security finds your dog loose in the stable area or your dog is causing a nuisance a warning will be issued. If the problem occurs again the dog and/or owner will be removed.
21. Firearms are not permitted on premises of Tioga Downs.
22. The Applicant undertakes to keep the stabling accommodations and groom's quarters assigned to him in good and clean condition. Any damage caused to such accommodation and Tioga Downs will repair quarters and the Applicant will be responsible for cost of such repairs. There will no charge for normal wear and tear.
23. Dormitories, stables and all vehicles are subject to inspection or search by Tioga Downs's security at all times.
24. United States Trotting Association approved drivers insurance is in force at this meeting and provided by Tioga Downs.
25. Tioga Downs shall not be liable or responsible for any injury or loss caused or suffered in any manner to the horse(s), equipment or personnel of the Applicant while said horses are on or off the premises or while being transported in any manner on or off the premises, whether caused by the condition of the premises, by the negligence of any agent of Tioga Downs or otherwise.
26. The Applicant agrees to hold Tioga Downs harmless against loss, cost, damage or other expense including reasonable attorney's fees incurred by it or by any other person or persons by reason of the action of any horse or action of the Applicant or any agent or employee of the Applicant while on the premises.
27. Tioga Downs requires current evidence that all horses approved for stall space are in good health and have been subjected to the Coggins Test for Swamp Fever (E.I.A.) with negative results.

28. All Rules and Regulations set forth by the Director of Racing on behalf of Tioga Downs shall be incorporated in this contract as if fully set forth herein.
29. Applicant agrees to adhere to Tioga Downs's integrity policies regarding detention barns or testing procedures.
30. Applicant agrees that, during the race meeting, neither the Owner, his authorized trainer, nor any other person for whom the Owner is acting, shall boycott the "entry box" or engage in any other action or activity interfering with the orderly conduct of racing at Tioga Downs.
31. All owners and/or trainers nominating or having horses race at Tioga Downs, shall be required to stable said horses at Tioga Downs' facilities, prior to the race in which they are entered, at a time specified by Tioga Downs. Tioga Downs shall have sole discretion in assigning stalls to the particular owners and trainers and shall also have sole discretion in waiving the above requirements.
32. In consideration of Tioga Downs granting me the privilege of racing at Tioga Downs, I hereby appoint Tioga Downs, its officers, agents or representatives as my agent for the limited purpose and authority to enter, without prior notice, the stalls at Tioga Downs and/or any other premises, either in-state or out-of-state, including but not limited to any off-track stabling facilities, farms, training centers or other racetrack facilities, for the purpose of checking on the wellbeing and health of any racehorse listed on this application or entered in any upcoming Tioga Downs race by me as trainer. Checking on the wellbeing and health of any such racehorse shall include but not be limited to the taking of blood or urine or other testing procedures by the Tioga Downs officer, agent or representative. By acknowledgement of this limited agency given by me to the Tioga Downs officers, agents or representatives, I acknowledge and agree that the Tioga Downs officer, agent, or representative is my agent or guest or invitee and is permitted to enter any of the above mentioned premises as my agent, guest or invitee. Additionally, I agree to produce at my own cost and within 24 hours of a request by the Tioga Downs officer, agent or representative, any horse listed on this application or any horse which is entered in any Tioga Downs race which is under my custody and control and which I am listed as trainer of record, for the purpose of blood, urine or other testing procedures at a location designated by Tioga Downs. In Tioga Downs sole discretion and for good cause shown, this time frame can be extended at my written request. In the event of non-cooperation and failure to adhere to these conditions, I am subject to the loss of privileges to enter horses at Tioga Downs. By signing this application, I further acknowledge and agree that the grant of racing privileges at Tioga Downs is a privilege afforded me by Tioga Downs and is not a property right.

Have you been fined and/or suspended in any jurisdiction for MEDICATION VIOLATION(S) since 2013?

NO

YES, ATTACH DETAILS

Have you ever been BARRED from a racetrack in any jurisdiction?

NO

YES, ATTACH DETAILS

SIGNED \_\_\_\_\_

PHONE \_\_\_\_\_

**For Tioga Downs Use**

Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

**Attention Horseman:** This contract must be filled out in detail, signed and returned to:  
**Racing Office, Tioga Downs, P.O. Box 509, Nichols, NY 13812.**