

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300
Sacramento, CA 95825

www.chrb.ca.gov

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



NOTICE OF MEETING

Notice is hereby given that a meeting of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, July 14, 2022**, commencing at **9:30 a.m.** at the **Del Mar Hilton, 15575 Jimmy Durante Blvd, Del Mar, California**. 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."

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

AGENDA

Action Items:

1. **Approval of the minutes of June 16, 2022.**
2. Report from the **Medication, Safety and Welfare Committee.**
3. Discussion and consideration to **amend Rule 1420, Definitions, Rule 1846, Racing Soundness Examination, and Rule 1846.1, Veterinary Records for Horses Shipping into an Inclosure to Race, and add Rule 1846.2, Training Soundness Examination, and Rule 1846.3, Veterinary and Training Records for Horses Requiring Training Soundness Examinations**, to address large bone injuries occurring after extended periods between a recorded work or race, and to align with HISA regulations.
4. Discussion and action by the Board on the **application for license to conduct a horse racing meeting of the Pacific Racing Association (II) at Golden Gate Fields**, commencing August 24, 2022, and continuing through October 4, 2022.
5. Discussion and action by the Board on the **application for license to conduct a horse racing meeting of the Humboldt County Fair at Ferndale**, commencing August 17, 2022, and continuing through August 30, 2022.
6. 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 2022 race meeting.

7. Discussion and action by the Board on the **application for license to conduct a horse racing meeting of the Sonoma County Fair at Santa Rosa**, commencing August 3, 2022, and continuing through August 16, 2022.
8. Discussion and action by the Board regarding an **amendment to the application for the Advance Deposit Wagering (ADW) provider Game Play Network, pursuant to Board Rule 2072(l)**.
9. Discussion and action by the Board regarding **California Thoroughbred Breeders Association's request for authorization of its upcoming horse sale at Alameda County Fairgrounds in Pleasanton, California**, pursuant to CHRB Rule 1807, Authorized Horse Sales.
10. Discussion and action by the Board regarding **Fasig-Tipton's request for authorization of its upcoming horse sale at Fairplex in Pomona, California**, pursuant to CHRB Rule 1807, Authorized Horse Sales.
11. Reports
 - A. **Executive 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. 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).
14. **Adjournment.**

Notice of CHRB Meeting
July 1, 2022

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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 Zachary Voss at information@chrb.ca.gov. 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
Thomas C. Hudnut, Member
Wendy Mitchell, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

Date of Notice: July 1, 2022

CALIFORNIA HORSE RACING BOARD

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SACRAMENTO, CA 95825

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**PENDING LITIGATION**
JULY 2022**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. Baltas v. California Horse Racing Board**
Superior Court of California, County of Los Angeles

OTHER LITIGATION

- D. In the Matter of the Accusation Against Jeff Blea**
Case No. 4602021001570
Before the Veterinary Medical Board

CALIFORNIA HORSE RACING BOARD

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Sacramento, CA 95825

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**REGULAR BOARD MEETING MINUTES**

Date and Time: June 16, 2022 at 9:30 a.m.

Location: Pleasanton Off-Track Betting Facility
2100 Valley Ave
Pleasanton, CA

Board Members Present: Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Dennis Alfieri, Member
Wendy Mitchell, Member
Demascus Castellanos, Member
Brenda Washington Davis, Member
Thomas C. Hudnut, 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, 2022.

Motion: To approve the minutes of May 19, 2022.

Motioned/Seconded: Hudnut/Alfieri

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 3–4 in the Board transcript.

2. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENTS OF CHRB RULE 1616, MINIMUM WEIGHTS TO BE CARRIED, AND RULE 1683, MAXIMUM OVERWEIGHT, TO ALIGN WITH CURRENT HEALTH AND SAFETY STANDARDS FOR JOCKEYS.

Motion: To approve the proposed amendments to CHRB Rule 1616, Minimum Weights to be Carried, and Rule 1683, Maximum Overweight, to align with current health and safety standards for jockeys.

Motioned/Seconded: Castellanos/Davis

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 4–6 in the Board transcript.

Proceedings of the Regular Meeting of June 16, 2022

3. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **PROPOSED AMENDMENT OF CHRB RULE 1734, WHIPPING**, FOR STANDARDBRED HARNESS RACING, TO ALIGN WITH CURRENT CHRB RULE 1688, USE OF RIDING CROP.

Motion: To approve the proposed amendment to CHRB Rule 1734, Whipping, for standardbred harness racing, to align with current CHRB Rule 1688, Use of Riding Crop.

Motioned/Seconded: Davis/Alfieri

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 6–7 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD REGARDING **AUTHORIZING STAFF TO INSTITUTE A CONCUSSION PROTOCOL TO COMPLY WITH THE HORSERACING INTEGRITY AND SAFETY ACT AND THE ASSOCIATED VOLUNTARY IMPLEMENTATION AGREEMENT.**

Motion: To authorize staff to institute a concussion protocol to comply with the Horseracing Integrity and Safety Act and the associated Voluntary Implementation Agreement.

Motioned/Seconded: Hudnut/Alfieri

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 7–10 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 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 THE DMTC AT THE DEL MAR RACETRACK.**

Motion: To approve 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 the DMTC at the Del Mar Racetrack.

Motioned/Seconded: Davis/Castellanos

Roll call vote: Aye: Hudnut, Alfieri, Gonzales, Castellanos, Davis, Ferraro. **Nay:** None.

Motion carried.

Pages 10–11 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON **THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB AT THE DEL MAR RACETRACK, COMMENCING JULY 13, 2022, THROUGH SEPTEMBER 13, 2022.**

Motion: To approve the application for license to conduct a horse racing meeting of the Del Mar Thoroughbred Club at the Del Mar Racetrack, commencing July 13, 2022, through September 13, 2022.

Proceedings of the Regular Meeting of June 16, 2022

Motioned/Seconded: Castellanos/Davis

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 11–20 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE CALIFORNIA EXPOSITION AND STATE FAIR, COMMENCING JULY 13, 2022, THROUGH AUGUST 2, 2022.**

Motion: To approve the application for license to conduct a horse racing meeting of the California Exposition and State Fair, commencing July 13, 2022, through August 2, 2022.

Motioned/Seconded: Gonzales/Davis

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 20–30 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE DISTRIBUTION OF MARKET ACCESS FEES FROM ADVANCED DEPOSIT WAGERING, PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING ASSOCIATIONS FOR THE PERIOD JUNE 17, 2022, THROUGH DECEMBER 31, 2022** FOR A DISTRIBUTION THAT WOULD OTHERWISE BE PAYABLE AS PURSES AND COMMISSIONS, TO COVER THE ASSESSMENTS AS ALLOCATED TO EACH SIGNATORY RACING ASSOCIATION PURSUANT TO THE HORSE RACING INTEGRITY AND SAFETY ACT OF 2020 (“HISA”) FOR CALENDAR YEAR 2022 AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

Motion: To approve the distribution of Market Access Fees from Advanced Deposit Wagering, placed by California residents on all live and imported races hosted by the signatory racing associations for the period June 17, 2022, through December 31, 2022 for a distribution that would otherwise be payable as purses and commissions, to cover the assessments as allocated to each signatory racing association pursuant to the Horse Racing Integrity and Safety Act of 2020 (“HISA”) for calendar year 2022 as permitted under Business & Professions Code section 19604(f)(5)(E).

Motioned/Seconded: Hudnut/Castellanos

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 30–32 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE DISTRIBUTION OF MARKET ACCESS FEES FROM ADVANCED DEPOSIT WAGERING, PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING ASSOCIATIONS FOR THE PERIOD JULY 1, 2022, THROUGH JUNE 30, 2023** FOR A DISTRIBUTION THAT WOULD OTHERWISE BE PAYABLE TO PURSES, BREEDERS AND TRACK COMMISSIONS, TO SUPPLEMENT

Proceedings of the Regular Meeting of June 16, 2022

FUNDING FOR CHRB BOARD SUPPORT AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

Motion: To approve the distribution of Market Access Fees from Advanced Deposit Wagering, placed by California Residents on all live and imported races hosted by the signatory racing associations for the period July 1, 2022, through June 30, 2023 for a distribution that would otherwise be payable to purses, breeders and track commissions, to supplement funding for CHRB Board support as permitted under Business & Professions Code section 19604(f)(5)(E).

Motioned/Seconded: Alfieri/Hudnut

Roll call vote: Aye: Davis, Castellanos, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 32–34 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL OF THE FISCAL YEAR 2022-23 AGREEMENT PROVIDING FUNDING FOR CHRB BOARD SUPPORT.

Motion: To approve the Fiscal Year 2022-23 Agreement providing funding for CHRB Board support.

Motioned/Seconded: Hudnut/Davis

Roll call vote: Aye: Davis, Castellanos, Gonzales, Hudnut, Alfieri, Ferraro. **Nay:** None.

Motion carried.

Pages 34–35 in the Board transcript.

11. EXECUTIVE DIRECTOR'S REPORT.

Pages 35–39 in the Board transcript.

12. PUBLIC COMMENT.

Page 39-42 in the Board transcript.

MEETING ADJOURNED AT 11:16 A.M.

Proceedings of the Regular Meeting of June 16, 2022

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

CALIFORNIA HORSE RACING BOARD

July 14, 2022

REGULAR BOARD MEETING

There is no board package material for Item 2

Agenda Item 3

STAFF ANALYSIS

DISCUSSION AND CONSIDERATION TO AMEND RULE 1420, DEFINITIONS, RULE 1846, RACING SOUNDNESS EXAMINATION, AND RULE 1846.1, VETERINARY RECORDS FOR HORSES SHIPPING INTO AN INCLOSURE TO RACE, AND TO ADD RULE 1846.2, TRAINING SOUNDNESS EXAMINATION, AND RULE 1846.3, VETERINARY AND TRAINING RECORDS FOR HORSES REQUIRING TRAINING SOUNDNESS EXAMINATIONS, TO ADDRESS LARGE BONE INJURIES OCCURRING AFTER EXTENDED PERIODS BETWEEN A RECORDED WORK OR RACE, AND TO ALIGN WITH HISA REGULATIONS.

Regular Board Meeting
July 14, 2022

ISSUE:

Catastrophic injuries related to large bone fractures occur at a concerning rate in horses returning to training after extended periods between a recorded work or race. To help reduce the incidence of these type of musculoskeletal failures, the California Horse Racing Board (CHRB) is proposing two additional rules, CHRB Rule 1846.2, Training Soundness Examination, and CHRB Rule 1846.3, Veterinary and Training Records for Horses Requiring Training Soundness Examinations. Amendments are also being proposed to CHRB Rules [1846](#) and [1846.1](#) to improve and clarify existing requirements and to align with the Horseracing Integrity and Safety Act (HISA) regulatory language where applicable.

ANALYSIS:

In collaboration with regulatory veterinarians, safety stewards, investigators, and industry partners, and informed by data on horses injured after extended periods between a recorded work or race, CHRB staff has proposed two new rules that require examinations and veterinary and training record disclosure protocols for every horse that has not had a recorded work or race within the past 90 days. As proposed, an initial examination will be required by both a regulatory veterinarian and the attending veterinarian, including review of veterinary and training records for the previous 60-day period, prior to the horse going to the track to train. Additionally, a follow up examination will be required between 30 and 45 days. The goal is to provide a baseline examination and identify any at risk factors that may predispose a horse from suffering a catastrophic injury related to the shins, tibias, shoulder, pelvis, etc. Amendments to existing CHRB Rules 1846 and 1846.1 are also proposed to clarify the specific requirements of racing soundness examinations, including the condition of the horse when presented for examination, who must be present, and how the examination information will be recorded. These clarifications also establish consistent requirements for both racing soundness and training soundness examinations. Additionally, requirements for veterinary treatment records are clarified, including the timeframe for trainers to submit records and the official veterinarian's responsibility to maintain the records.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 2. DEFINITIONS
PROPOSED AMENDMENT OF CHRB RULE 1420, DEFINITIONS

1420. Definitions.

As used in these rules:

- (a) "Chairman" means the member elected by the Board to be Chairman of the Board and its presiding member.
- (b) "Commissioner" means a member of the Board.
- (c) "Age of Horse" means the age as reckoned beginning on the first day of January of the year in which the horse was foaled.
- (d) "Authorized Agent" means an agent appointed by a written document which is signed by the owner and filed with the Board.
- (e) "Breeder" means the owner of the dam at the time of foaling.
- (f) "Conviction" includes a plea of guilty, forfeiture of bail, a judgment or verdict of guilty, or a conviction following a plea of nolo contendere, whether or not the conviction is later set aside pursuant to the provisions of Section 1203.4 of the Penal Code.
- (g) "Driver" means one who drives and controls the horse from a seated position on a two-wheel vehicle.
- (h) "Horse" means an equine and includes a stallion, gelding, mare, colt, filly or ridgling and includes mule, jack, jenny, ginnet, and hinney.
- (i) "Jockey" means a race rider.
- (j) "Licensee" means a licensee of the California Horse Racing Board.
- (k) "Maiden" means a horse that has never won a race on the flat in a state or country where the races are covered by the Daily Racing Form or other similar authorized publication. A maiden that has been disqualified after finishing first is still a maiden. Conditions referring to maidens apply to the status at the time of starting.

(l) "Nominator" means a person in whose name a horse is entered to race.

(m) "Objection" means a formal complaint filed before a race with the stewards or the Board objecting to the eligibility of any horse to compete in the race or the right of any person to participate in the race.

(n) "Owner" includes the owner, part owner and lessee of any horse. An interest only in the earnings of a horse does not constitute ownership. If husband and wife, it is presumed that joint ownership exists.

(o) "Post" means the place on the race course from which a start is made.

(p) "Post Time" means the definite time for the start of a race, and is indicated by a clock device set up as directed by the Board.

(q) "Premises" means the inclosure and all other areas collectively utilized by an association in connection with its conduct of a licensed race meeting, including parking lots, auxiliary stabling areas, public inclosure and restricted areas, whether or not the areas are adjacent to the inclosure.

(r) "Protest" means a formal complaint filed after a race with the stewards or the Board protesting the right of any horse to a place, purse or award in the race, or protesting any decision of the stewards relating to the eligibility, participation or placing of any horse in a race.

(s) "Race" means a contest among horses for a purse, stake or reward, contested at an authorized race meeting. "Race" includes but is not limited to:

(1) Purse Race. A race for money or any other prize to which the owners of the horses engaged do not contribute.

(2) Stake Race. A race for which owners of horses entered or engaged for the race contribute to a purse for which money or any other prize may be added, nominations to which close 72 hours or more before starting.

(3) Claiming Race. A race in which any horse entered therein may be claimed in conformity with the rules established by the Board, except for horses declared ineligible for claiming under Rule 1634 of this division.

(4) Handicap Race. A race in which the weights to be carried by the entered horses are adjusted by a handicapper, board of handicappers or the racing secretary, to equalize their respective chances of winning.

(5) Overnight Race. A race in which entries close 72 hours or less, excluding Sundays, in advance of the first race of the day on which the race is to be run.

(6) Walkover. A stake race in which only one horse starts or in which all the starters are owned by the same interest.

(7) Invitational Stake Race. An invitational stake race or an invitational handicap race for which owners do not contribute to the purse, but which is advertised in the regular stakes program, shall also be considered a stake race.

(8) Non-wagering Race. A race contested without pari-mutuel wagering on its results including a race upon which pari-mutuel wagering is canceled.

(9) Match Race. A race contested between two horses under conditions of the contest agreed to by their owners.

(10) "Special Racing Event". A race of unique interest, magnitude or fame. "Special racing event" shall also mean an exhibition race when approved by the Board.

(11) "Exhibition Race". A race contested under conditions established by the association as a promotional event or to provide a special racing opportunity to a particular horse or class of horse or class of participants and to which the association contributes the purse or awards for the contest. No pari-mutuel wagering may be conducted on the results of an exhibition race.

(t) "Race on the Flat" means a race run over a course on which no jumps or other obstacles are placed.

(u) "Recognized Meeting," "Race Meeting," or "Authorized Meeting" means the entire period under the conduct of an association within the inclosure of the designated grounds, and for which the Board has granted a license. When the context in the rules applies, it may include a meeting conducted by an association in some other jurisdiction recognized by the Board.

(v) "Restricted Area" means those areas within the inclosure where admission can be obtained only upon presentation of authorized credentials, proper license or visitor's pass, including those areas designated as the stable area, receiving or detention barn, jockey room, saddling paddock, race course and pari-mutuel department.

(w) "Rules" means the Rules and Regulations of the California Horse Racing Board and the orders of the Board.

(x) "Starter" means a horse when it is in the starting gate stall, and, when the starter dispatches the field, the stall gate in front of the horse is opened.

(y) "Sulky" means a dual wheel racing vehicle with dual shafts not exceeding the height of the horses withers. Shafts must be hooked separately on each side.

(z) "Time of Race Meeting" means that period of time commencing at 12:01 A.M. on the first day of racing at a recognized meeting and concluding at 12:00 midnight after the final race of the last day of racing as allocated and licensed by the Board.

(aa) "Weight for Age" means the standard weight to be carried by a horse according to the scale established by the rules, and remains such though there be penalties or allowances.

(ab) Regulatory Veterinarian: Includes Official Veterinarians and Racing Veterinarians as defined by CHRB Rules 1560, Duties of the Official Veterinarian, and Rule 1561, Duties of the Racing Veterinarian, and Monitoring Veterinarians as defined by Horse Racing Law, BPC Section 19583.9.

Authority: Sections 19440, 19562, ~~and~~ 19563 and 19583.9
Business and Professions Code

Reference: Sections 19401(e) and 19420
Business and Professions Code

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF CHRB RULE 1846, RACING SOUNDNESS EXAMINATIONS

1846. Racing Soundness Examination.

Each and every horse entered to race shall be subjected to a veterinary examination for racing soundness and health on race day not later than two hours prior to official post time for the race in which the horse is to compete. Such an examination shall be referred to as the "Racing Soundness Exam".

~~(a) The examination of each horse shall include but not be limited to close inspection of the eyes, examination of the legs, recording of the temperature of the horse and observation of the horse at rest and while in motion., at a minimum, the following:~~

(1) Identification of the horse.

(2) Ascertainment of the sex of the horse.

(3) Performance of an overall inspection of the entire horse, assessing general appearance, behavior, disposition, posture, and body condition.

(4) Observation of the horse jogging in hand, moving towards and away from the veterinarian so that both hind-end and front-end motion can be evaluated.

(5) Performance of a digital palpation and flexion on both distal forelimbs.

(b) The trainer of each horse or a representative of the trainer who is knowledgeable about the horse and able to communicate with the regulatory veterinarian must present the horse for examination. Horses presented for examination must have bandages removed, and the legs must be clean and dry. Prior to examination, horses may not be placed in ice and no device or substance shall be applied to the horse that impedes veterinary clinical assessment.

~~(b) (c) All such examinations shall be conducted in or near the stall to which the animal is assigned and shall be conducted by a regulatory veterinarian who shall have the authority to determine the location of the examination. the official veterinarian or the racing veterinarian.~~

(d) All such examination shall be documented in the InCompass Solutions Inc. Track Manager System.

~~(e)~~ (e) The official veterinarian shall keep or cause to be kept a continuing health and racing soundness record of each horse so examined.

Authority: Sections 19440
Business and Professions Code

Reference: Sections 337f, g, and h, Penal Code.
Sections 19401 and 19440 Business and Professions Code

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF CHRB RULE 1846.1, VETERINARY RECORDS FOR
HORSES SHIPPING INTO AN INCLOSURE TO RACE

1846.1. Veterinary Records for Horses Shipping into an Inclosure to Race or to Work for removal from Veterinarian's List

(a) If a horse has not been stabled at a facility under the jurisdiction of the Board for 30-days prior to a race, or for 30-days prior to working off the Veterinarian's List, the trainer shall submit to the official veterinarian using a form prescribed by the Board the previous 30-day veterinary treatment record at the time of the pre-race or pre-workout examination within 24 hours of arriving at a licensed inclosure and before any scheduled race or workout.

The veterinary treatment record shall include:

- (1) the name and identification number of the horse treated,
 - (2) any medication, drug, substance, diagnostics, or procedure administered or prescribed by a veterinarian during the previous 30 days, ~~and~~
 - (3) the name of the prescribing or treating veterinarian_;
 - (4) the dates of examinations by the treating veterinarian, and
 - (5) the type of housing (stall, pen, pasture).
- (b) Any such veterinary treatment record is confidential, and its content shall not be disclosed except in a proceeding before the stewards or the Board, or in exercise of the Board's jurisdiction.
- (c) Failure by the trainer to provide accurate and complete veterinary treatment records shall result in disciplinary action.
- (d) The official veterinarian shall keep or cause to be kept all veterinary treatment records submitted for each horse.

Authority: Sections 19440 and 19562
Business and Professions Code

Reference: Sections 19440 and 19562
Business and Professions Code

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED ADDITION OF CHRB RULE 1846.2, TRAINING SOUNDNESS EXAMINATION

1846.2 Training Soundness Examination

(a) Each and every horse that has not had a recorded work or race within the past 90 days, shall be subjected to a veterinary examination for training soundness and health prior to beginning training. Such an examination shall be performed by both a regulatory veterinarian and the attending veterinarian and be referred to as the "Training Soundness Exam".

(b) The trainer shall be responsible for obtaining a follow up exam conducted by a regulatory veterinarian and the attending veterinarian 30 days after the initial exam. The follow up exam must occur no later than 45 days after the initial exam or all training must cease until after the examination is performed.

(c) The examinations referenced in (a) and (b) of this rule shall include, at a minimum, the following:

(1) Identification of the horse.

(2) Ascertainment of the sex of the horse.

(3) Performance of an overall inspection of the entire horse, assessing general appearance, behavior, disposition, posture, and body condition.

(4) Observation of the horse jogging in hand, moving towards and away from the veterinarian so that both hind-end and front-end motion can be evaluated.

(5) Performance of a digital palpation and flexion on both distal forelimbs.

(d) The trainer of each horse or a representative of the trainer who is knowledgeable about the horse and able to communicate with the regulatory veterinarian must present the horse for examination. Horses presented for examination must have bandages removed, and the legs must be clean and dry. Prior to examination, horses may not be placed in ice and no device or substance shall be applied to the horse that impedes veterinary clinical assessment.

(e) The regulatory veterinarian conducting all examinations pursuant to this rule shall have the authority to determine the location of the examinations.

(f) The regulatory veterinarian may order diagnostic tests before the horse is permitted to begin or resume training.

(g) The examinations conducted by the attending veterinarian shall be recorded in the veterinary report, in accordance with Rule 1842.

(h) The examinations conducted by the regulatory veterinarian shall be documented in the InCompass Solutions Inc. Track Manager System.

(i) The official veterinarian shall keep or cause to be kept a continuing health and training soundness record of each horse so examined by a regulatory veterinarian.

Authority: Sections 19440 and 19562
Business and Professions Code

Reference: Sections 19440 and 19562
Business and Professions Code

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED ADDITION OF CHRB RULE 1846.3, VETERINARY AND TRAINING RECORDS
FOR HORSES REQUIRING TRAINING SOUNDNESS EXAMINATIONS

1846.3. Veterinary and Training Records for Horses Requiring Training Soundness Examinations

(a) For horses required to undergo a training soundness examination pursuant to Rule 1846.2, the trainer shall submit to a regulatory veterinarian using a form prescribed by the Board at least 24 hours prior to the examination, the previous 60 day veterinary treatment and training records.

The veterinary treatment record shall include:

(1) the name and identification number of the horse treated,

(2) any medication, drug, substance, diagnostics, or procedure administered or prescribed by a veterinarian during the previous 30 days,

(3) the name of the prescribing or treating veterinarian,

(4) the dates of examinations by treating veterinarian,

(5) the type of housing (stall, pen, pasture), and

(6) for lay-offs, the reason the horse was turned out or rested, and the location of lay-up.

The training record shall include:

(1) the name and identification number of the horse trained,

(2) the daily exercise, specifying the type of surface, including but not limited to handwalking, exercise under tack, and water treadmill during the previous 60 days.

(b) Any such veterinary treatment record is confidential, and its content shall not be disclosed except in a proceeding before the stewards or the Board, or in exercise of the Board's jurisdiction.

(c) Failure by the trainer to provide accurate and complete veterinary treatment records and training records shall result in disciplinary action.

Authority: Sections 19440 and 19562
Business and Professions Code

Reference: Sections 19440 and 19562
Business and Professions Code

Agenda Item 4

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 24, 2022, AND CONTINUING THROUGH OCTOBER 4, 2022

Regular Board Meeting
July 14, 2022

Application: Pacific Racing Association II at Golden Gate Fields

Breeds: Thoroughbred

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

August 2022							September 2022							October 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Auxiliary stabling not needed.	Rule 1420(q)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Auxiliary stabling not needed.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 01/11/22; 45-day exemption to Rule 1927 received 05/27/22.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inspection scheduled for 08/03/22 due to major construction underway onsite.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inspection scheduled for week of 08/15/22 due to major construction underway on site.	Rule 1471(g)

Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received 05/26/22.	Rule 1432
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Marsh Canada Limited – expires 06/30/23.	Rule 1501
Horsemen's Race Meet Agreements	<input type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input checked="" type="checkbox"/> Outstanding	Thoroughbred Owners of California – not received. California Thoroughbred Trainers Association – not received.	Rule 2044
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 37-50	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 54-58	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 37-38	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 42-44	BPC 19604 19604(b)(1)(C)
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval after (1) outstanding item is addressed: horsemen's race meet agreements. The application as submitted satisfactorily meets all other requirements for licensure.



GOLDEN GATE FIELDS

June 20, 2022

Ms. Sidney Villareal
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Ms. Villareal,

As of today, the following are the items that you list as outstanding, with respect to Pacific Racing Association II's ("PRA") 2022 Summer Race Meet Application:

1. TOC Agreement –PRA is working with the TOC on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the July Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.
2. Certificate of Insurance for worker's compensation coverage –The certificate on file expires June 30, 2022. We typically get a renewal certificate only a few days before the prior coverage expires. We will forward you the new certificate upon receipt.
3. The updated surety bond in the amount of \$100,000.00 –The current bond on file expires on August 17, 2022. Like the workers' compensation certificate, this is renewal is typically sent to us only a few days before the prior coverage expires. We will forward you the new certificate upon receipt.
4. CTT Agreement –This issue is addressed in a separate letter to Executive Director Chaney.

Please let me know if you have any questions.

Sincerely,

Eric Sindler



May 26, 2022

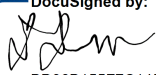
Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association II will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

DocuSigned by:

BD96B155F7C1457...

David Duggan

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 association's 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: Thoroughbred Quarter Horse Harness
- 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.

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, that 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, that 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 ninety (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 24, 2022 - October 4, 2022
- B. Actual dates racing will be held: August 26-28, September 2-5; 9-11; 16-18; 23-25 and 30-October 2nd
- C. Total number of days or nights of racing: 19
- D. Days or nights of the week races will be held:

CHRB CERTIFICATION

Application received: 05/26/2022
Deposit received: Yes
Reviewed: SV

Hearing date: 07/14/2022
Approved date:
License number:

Wednesday – Sunday Tuesday – Saturday Other (specify)

- E. Number of days or nights of racing per week: 3 days per week Friday through Sunday.
Racing on Monday, September 5th

3. RACING PROGRAM

- A. Total number of races: 146-197
- B. Number of races for each day or night: 7-9 on weekdays; 8-11 races on Weekends/Holiday
- C. Total number of stakes races: 2
- 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.
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 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). Added: Golden Gate Fields Turf Distaff
 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, which racing colors are to be used?
- F. List all post times for the daily racing program.
- 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.
 - 10th when applicable 6:15 p.m.
 - 11th when applicable 6:45 p.m.

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 all stakes races, pursuant to Business and

PRA II /GGF SUMMER 2022
(August 26 – October 02, 2022)
STAKES SCHEDULE
ATTACHMENT 3D

SAM SPEAR MEMORIAL
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Overnight Stakes
Three Years Old and Upward
1 1/16 Turf
Monday, September 5, 2022

GOLDEN GATE FIELDS TURF DISTAFF
\$50,000 Added (Plus \$15,000 to Cal-Breds)
Overnight Stakes
Fillies and Mares Three Years Old and Upward
1 1/16 Turf
Saturday, September 17, 2022

PRA II /GGF SUMMER 2021
(August 25 – October 05, 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

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.

C. CORPORATION

1. Registered name of the corporation: Pacific Racing Association II
2. State where incorporated: California
3. Registry or file number for the corporation: 3481225
4. 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 which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings 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 publicly traded or privately held company that guarantees the obligation of the applicant? Yes No
 If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation: N/A
11. State where incorporated: N/A
12. Registry or file number for the corporation: N/A
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: N/A
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: N/A

16. Are the shares listed for public trading? Yes No
If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: N/A

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 foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes No
If yes, on which 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 publicly traded or privately held company that guarantees the obligation of the applicant? Yes No
If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
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.
11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed:

E. OTHER

1. Name(s) of partners/sole proprietor: Not applicable
2. If a partnership, attach partnership agreement.

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 the following:
 - 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 (2) years' race meetings and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity—to include the changes of the applicant's 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 twelve (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, 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
 Doug Gooby, Mutuel Manager
 Matt Dinerman, Announcer
 Juan Meza, Track Superintendent
 Steve Martinelli, Racing Secretary
 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

- A. 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?

Yes No

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Wager(s) to be adjusted: Pick 5, Daily Double

Proposed percentage: 14%, 20 %

1. 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.

May 20, 2022

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 summer race meet, August 24 through October 4, 2022 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,

DocuSigned by:

David Duggan

BD96B155F7C1457...

David Duggan
Vice President & General Manager



May 29, 2022

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

RE: Golden Gate Fields 2022 Summer Race Meet – Players Pick 5

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 Summer meet from August 24, 2022 – October 4, 2022. 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,

A handwritten signature in black ink that reads 'Mary W. Forney'. The signature is written in a cursive, flowing style with a large, prominent 'M' and 'F'.

Mary W. Forney
Executive Director

cc: Eric Sindler
Cynthia Seidl



May 29, 2022

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

RE: Golden Gate Fields 2022 Summer Race Meet – Rolling Doubles

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 Summer meet from August 24, 2022 – October 4, 2022. 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,

A handwritten signature in black ink that reads 'Mary W. Forney'. The signature is written in a cursive, flowing style with a large, decorative flourish at the end.

Mary W. Forney
Executive Director

cc: Eric Sindler
Cynthia Seidl

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 ten (10) percent nor more than twenty-five (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

- A. Complete the table below, providing the last five (5) 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
2021(08/27-10/03)	\$ 3,984,137.59	10,926 (19 Live Race Dates)
2020 (08/13-10/18)	\$ 5,394.00.00	No Fans (37 live race days)
2019 (08/15-09/29)	\$ 8,172,477.00	42,972 (28 live race days)
2018 (08/23-09/30)	\$ 7,683,445.12	41,235 (24 live race days)
2017 (08/24-09/17)	\$ 5,167,568.00	28,433 (16 live race days)

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

- A. Purse distribution:

1. All races other than stakes:

Current meet estimate: \$3,257,133
 Prior meet actual: \$3,224,884

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

Current meet estimate: \$171,428.05
 Prior meet actual: \$169,730.74

2. Overnight stakes:

Current meet estimate: \$100,000
 Prior meet actual: \$50,000

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

Current meet estimate: \$5,263
 Prior meet actual: \$2,632

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: \$3,357,133
 Prior meet actual: \$3,274,884

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 (7B1 ÷ number of days):

Current meet estimate:
 Prior meet actual:

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

Current meet estimate: \$258,588
 Prior meet actual: \$256,028

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:		Prior meet actual:	
TOC (NTRA)	\$3,216	TOC (NTRA contribution)	\$ 3,216
TOC	\$34,361	TOC	\$28,753
CTT (Admin)	\$34,361	CTT (Administration)	\$28,753
CTT (Pension)	\$17,181	CTT (Pension)	\$14,376
Total:	\$89,119	Total:	\$75,098

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):

Current meet estimate: \$3,704,840
 Prior meet actual: \$3,606,010

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

Current meet estimate: \$194,992
 Prior meet actual: \$189,790

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: \$2,494,187
 Prior meet actual: \$2,469,492

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

Current meet estimate: \$131,273
 Prior meet actual: \$129,973

G. Purse funds to be generated from interstate handle:

Current meet estimate: \$1,064,690
 Prior meet actual: \$1,054,148

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

Current meet estimate: \$56,036

Prior meet actual: \$55,481

- 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 that 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 three (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 that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three 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 that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, 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.

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

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 (ARCI) 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.

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; ARCI #VE
Race #1	See attached for wagering menu, bet minimum, rules, and additional wagering information	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

- 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. N/A
- 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 2,

***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



May 25, 2022

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 24, 2022 through October 4, 2022 (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

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 25, 2022 is denied.

2022 for the period of August 26, 2022 through October 2, 2022. 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 five (5) 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: AmTote 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%

- Race #1 See attached wagering menu
- Race #2
- Race #3
- Race #4
- Race #5
- Race #6
- Race #7
- Race #8
- Race #9
- Race #10
- Race #11
- Race #12
- Race #13

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/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts 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 the board upon receipt.



May 27, 2022

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Golden Gate Fields 2022 Summer Race Meeting 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) 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, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, PRA shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the 2022 Summer race meeting, August 24, 2022 through October 4, 2022, as follows:

1. California wagering on PRA 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 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 █% 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, Watch and Wager, and BetAmerica.

Very truly yours,



Mary Forney
Executive Director

cc: Tom Varela, Scott Cheney

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.
- C. California simulcast facilities the association proposes to offer its live audiovisual signal:
Southern California – See Attached
Northern California – Pursuant to agreement with CARF and pursuant to agreement with Sonoma County Fair
- 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 minisatellite wagering 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 indicate whether 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 that 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 fifty (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
Attached		

- 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 indicate whether 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

Southern California Satellite Locations

Location **Cabazon-Fantasy Springs Casino**
Address 84-245 Indio Springs Drive
City Indio, CA 92201

Location **Santa Anita**
Address 285 W. Huntington Drive
City Arcadia, CA 91007

Location **Fairplex Park**
Address 2201 North White Avenue
City Pomona, CA 91768

Location **Surfside Race Place at Del Mar**
Address 2260 Jimmy Durante Blvd
City Del Mar, CA 92014

Location **Hollywood Park**
Address 3383 W. Century Blvd.
City Inglewood, CA 90303

Location **Ventura-The Derby Club**
Address 10 West Harbor Blvd.
City Ventura, CA 93001

Location **Lake Perris-Sports Pavillion at The Farmer's Fair**
Address 18700 Lake Perris Drive
City Perris, CA 92571

Location **Victorville-San Bernardino Fair Sports Pavilion**
Address 14800 7th Street
City Victorville, CA 92395

Location **Lancaster-Watch and Wager, Antelope Valley Fair**
Address 2551 West Avenue - H
City Lancaster, CA 93536

Location **Viejas Casino & Turf Club**
Address 5000 Willows Road
City Alpine, CA 91901

Location **Los Alamitos**
Address 4961 Katella Avenue
City Los Alamitos, CA 90720

Location **Pechanga Resort and Casino**
Address 45000 Pechanga Pkwy
City Temecula, CA 92592

Location **National Orange Show-Sports Show**
Address 930 South Arrowhead Avenue
City San Bernardino, CA 92408

Southern California Mini-Satellite Locations

Location **Bakersfield-Firehouse**
Address 7701 White Lane
City Bakersfield, CA 93307

Location **Sammy's Original**
Address 23221 Lake Center Drive
City Lake Forest, CA 92630

Location **Commerce Casino Racebook**
Address 6131 East Telegraph Road
City Commerce, CA 90040

Location **Santa Clarita**
Address 21615 W. Soledad Canyon Road
City Saugus, CA 91350

Location **The Derby Room at Glen Arden Club**
Address 357 Arden Avenue
City Glendale, CA 91203

Location **Thousand Oaks -Tilted Kilt**
Address 1345 E. Thousand Oaks Blvd.
City Thousand Oaks, CA 91360

Location **Lake Elsinore Hotel & Casino**
Address 20930 Malaga Road
City Lake Elsinore, CA 92530

Location **The Derby Room**
Address 3230 Hamner Avenue
City Norco, CA 92860

Location **OC Tavern Sports Bar and Grill**
Address 2369 S. El Camino Real
City San Clemente, CA 92672

Commingled Locations

Exhibit 12D/E

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarborough Downs
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scarlet Pearl Casino (MS)
Caribbean Locations	Evangeline Downs	Meadowlands (NJ)	Scoto Downs
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Seabrook Greyhound ADW
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	Southland Greyhound
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	State Fair (Lincoln, NE)
Arlington I	Finger Lakes	Monmouth Park (NJ)	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Montana OTB	Suffolk District OTB
Batavia	Fonner Park	Monticello	Suffolk Downs
Belterra Park	Freehold (NJ)	Mountaineer Park	Sunland Park
BetAmerica	Gillespie County Fair	Nassau Regional OTB	SunRay Park & Casino
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton ADW
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	The Downs at Albuquerque
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Thistledown
Capital District OTB	Bet365, Ladbrokes Coral	Cedar Downs OTB	Tioga Downs
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Tri-State GH (Mardi Gras)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf del Norte (Mexico)
Churchill Downs	Greenetrack	NYRA ADW	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	Turf Paradise
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	Turfway Park
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	TVG
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TVG High Volume
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	Twin River Greyhound
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	TwinSpires
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	TwinSpires High Volume
Torrington, Waterbury	Hoosier Park	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Horseman's Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Hill)	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Idabet	Peru	WatchandWager ADW
Connecticut OTB ADW	Indiana Downs	Phumelela	Western OTB
Coushatta Casino	Clarksville/Evansville OTB	Plainridge Race Course	Wheeling Downs
Paragon Casino	Intermountain Racing	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Jockey Club Brasilia	Player Management Group	Wyoming OTB
Mohegan Sun Casino	Keeneland	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland Select ADW	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Kentucky Downs	Potawatomi Casino/ OTB	Yonkers Raceway
Tote Investment Racing	Kentucky OTB	Pralrie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Lewiston OTB's	Premier Gateway International	Youbet Group 1
Millenium Racing	Lien Games	Premier Turf Club	Zia Park
Royal Beach Casino	Chips Lounge/Rumors OTB	Presque Isle	123Gaming
Dlvi Carina Bay Casino	Howard Johnsons OTB	Remington Park	
Winner's Circle	Skydancer Casino OTB	Remington OTB Network	Separate Pool Locations
Corpus Christi Greyhound	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Dayton Raceway	Offtrackbetting ADW	Racing & Gamling Services	Caymanas (Jamaica)
Delaware Park	Lone Star	Ruidoso Downs	Chile
Delta Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
Dover Downs	LVDC	Sam Houston	MIR Books (Caliente)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Wild Rose OTB's	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino	Saratoga Bets (ADW)	Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hlawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

2022 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

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 indicate whether 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
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- J. For **ALL** racing associations, list imported simulcast races the association plans to receive that 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
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- 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).

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 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 association shall pay over to the simulcast organization within three (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 wagering, and out-of-state wagering and that 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 three 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 wagering, 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. 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

While we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the viability of importing their races given the current situation. If PRA 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 will not commence importing these races without first obtaining the necessary agreement and submitting it to the Board.

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 Business and Professions 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 twelve (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., Karen Hassan D.V.M,
Ashton Cloninger, D.M.V, Mike Parker D.V.M |
| Clerk of Scales | Kenneth Fowler |
| Clerk of the Course | Tina Walker Bryant |
| Film Specialist | N/A |
| Horse Identifier | Darrel Sparks |
| Horseshoe Inspector | Agustin Rayas |
| Paddock Judge | Linda Anderson |
| Patrol Judges | Jerry Stone |
| Placing Judges | Lisa Wilkerson |
| Starter | Todd Stephens |
| Timer | Sherrie Wolfe |
- B. Management officials in the racing department:
- | | |
|---|------------------|
| Director of Racing | N/A |
| Racing Secretary | Steve Martinelli |
| Assistant Racing Secretary | N/A |
| Paymaster of Purses | Lorieen Bailey |
| Others (identify by name and title) | |
| Juan Meza (Main Track Superintendent) | |
| Hugo Sandoval (Turf Track Superintendent) | |
| Steve Martinelli (Price Maker) | |
| Carrie Fawcett (Stable Superintendent) | |
| Devon Dunham (Steward's Secretary/Horsemen Liaison) | |
- 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, 2022.
- E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying

**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)

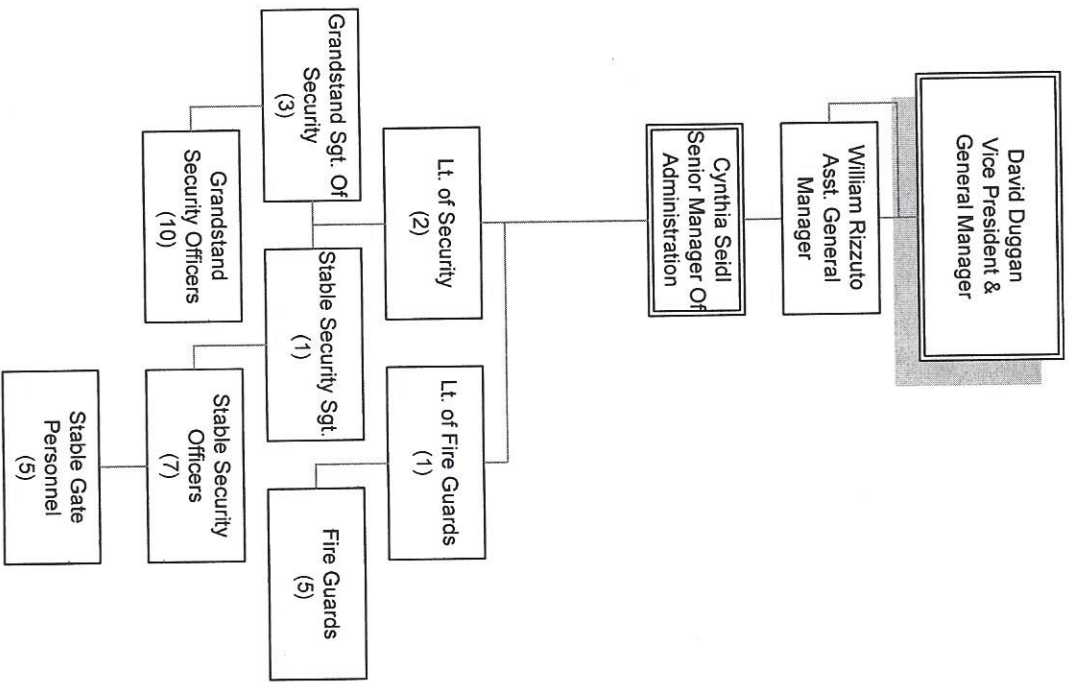
the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid through October 5, 2022.

- 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, 2022.

15. SECURITY CONTROLS

- A. State the 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: 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.
 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 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.

PACIFIC RACING ASSN / GOLDEN GATE FIELDS
 SECURITY DEPARTMENT ORGANIZATIONAL CHART
 ATTACHMENT 15A



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. N/A

16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Medic Staffing LLC, Ulysses Controneo 440 Everette Street El Cerrito, Ca 94530 (510) 710-5157

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.

- 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.

- 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: Dr. David Seftel Office Number: 510-559-7375, Cell Number: 650-520-6204
If Quarter Horse racing association, see D.1.

1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): N/A

Medic Staffing LLC

440 Everett Street
El Cerrito, CA 94530

Pacific Racing Association
1100 Eastshore Highway
Berkeley, CA 94710

May 27, 2022

Re: Medic Staffing LLC

To: Whom it May Concern:

This is to inform you that Medic Staffing LLC operations and procedures are well within the standard care operating procedures set forth by Alameda County E.M.S.

Medic Staffing 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,

Ulysses Cotroneo

Ulysses Cotroneo, Owner

Medic Staffing LLC

- 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.
- G. Names 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.
- 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 ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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, which may be either permanent or mobile, that 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. 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. 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. 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.

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

July 01, 2021

PACIFIC RACING ASSOCIATION/ GOLDEN GATE FIELDS RACE TRACK EMERGENCY MEDICAL PROTOCOL

Golden Gate Fields has had a long term relationship with Turf Rescue Ambulance Service and track physician, Dr. David Seftel who both provide emergency medical care for jockeys and riders. Not only has Golden Gate Fields given superior medical service in emergency situations over the past 18 years with its current practices, we also have a Medical Clinic located in close proximity to the race track and the paddock and employ a track physician during live racing.

This report includes a historical synopsis of Golden Gate Fields emergency medical providers along with our long established Emergency Medical Protocol in order to illustrate the success that Golden Gate Fields has had in providing emergency care during morning training and live racing hours.

TURF RESCUE AMBULANCE SERVICE

Turf Rescue Ambulance Service was established in February 2001 by owner and manager, Brad Winding after working at Golden Gate Fields since 1983 as a part-time EMT (IA) providing Basic Life Support (BLS) coverage in medical emergency situations for exercise riders and jockeys. Brad retired from the City of Albany Fire Department after 30 years of service and has continued a good working relationship with the City of Albany and nearby medical centers.

After the recommendation by the CHRB to include a Paramedic as part of the ambulance staff on a continual basis, Turf Rescue Ambulance Service provides Basic Life Support (BLS) coverage by staffing the Golden Gate Fields ambulance with one (1) licensed Paramedic and one (1) EMT IA on a daily basis. This combination of personnel follows the Alameda County Protocol for first responders while providing a high level of patient care. Also, Turf Rescue Ambulance Service employs one (1) Assistant Manager along with 17 part-time employees. The majority of Turf Rescue employees work full-time as professional fire fighters in local cities, agencies or ambulance service providers.

TURF RESCUE AMBULANCE STANDARD OPERATING PROCEDURES

During live racing hours: The track ambulance is to respond to fallen jockeys and assess their condition to determine if injuries are:

- Life Threatening - Requires immediate notification to the Albany Fire Department via cell phone and to Dr. David Seftel via radio transmission.

- Non-Life Threatening - Jockey/rider can be transported to the Jockey's Room or Medical Clinic, based upon the decision of the track physician. Following removal from the race track, the physician will determine the level of treatment on-site and the need for transport to a hospital for follow-up treatment. If the track physician is unavailable when responding to a fallen jockey, the Turf Rescue Ambulance personnel shall follow the same procedures as for life threatening injuries by calling the Albany Fire Department at 911.
- At no time is the ambulance to leave Golden Gate Fields for transport.

During morning training hours: For injuries to a jockey/rider during morning workouts, ambulance personnel shall take into consideration the degree of jockey/rider injuries. If transport is necessary, contact the Albany Fire Department for transport.

SHIFT PROCEDURES

Turf Ambulance personnel are to be dressed and ready for work no later than 15 minutes before the shift start time. The first person to arrive at the race track is to pick up the radios and keys to the ambulance from the Main Stable Gate security office. Personnel must be positioned at the Horsemen's Cafe no less than five (5) minutes before the shift start.

TRAINING HOURS (A.M. SHIFT)

PLACEMENT OF AMBULANCE: Horsemen's Cafe in barn area (close proximity to race track and Gap gate).

FALLEN JOCKEY/RIDER

If there is a loose horse on the track, that indicates that the jockey/rider has fallen off his/her horse. The rotating red light above the clocking tower will be activated and there will be flashing lights along the inside rail of the race track to warn riders of an emergency situation.

During the morning shift, there will be two (2) Outriders on the track. If there is a fallen jockey/rider, Turf Rescue Ambulance personnel will be contacted by radio by one of the Outriders as to the location of the fallen jockey/rider. The ambulance will be driven from its stationary position at the Horsemen's Cafe in the Barn Area, which is in close proximity to the track, to the location of the fallen rider (if unsure, refer to map in the ambulance). Ambulance personnel will follow the direction of the Outrider on the track.

If necessary, contact the Albany Fire Department by using the provided ambulance cell phone. If the cell phone is inoperable, radio the Main Stable Gate and instruct them to call the Albany Fire Department. Ensure that Albany F.D. knows where to meet the track ambulance, i.e. Horsemen's Cafe, Corporation Yard, etc.

A "FIRST RESPONDER FORM" MUST BE COMPLETED IMMEDIATELY FOLLOWING ANY RIDER/JOCKEY INJURY.

LIVE RACING (P.M. SHIFT)

PLACEMENT OF AMBULANCE: Turf Rescue Ambulance Service personnel picks up the daily program at the stable area Walk-In Gate or the Judge's Van to assist ambulance personnel with the placement of the ambulance on the race track for each race.

FALLEN JOCKEY: It is the responsibility of the ambulance passenger to watch the jockeys and the horses. It is the driver's responsibility to drive at a safe speed and distance behind the jockeys and horses during each race. The jockeys, when involved in an accident, will go down very fast so stay back approximately 35 to 45 yards. If a jockey falls down, contact Albany Fire Department and then notify Dr. Seftel by radio of and his/her condition immediately.

CAUTION: Watch for riders and horses coming back around the track. You have less than one (1) minute to move the jockey safely to the outside rail or under the inside rail. Keep the ambulance parked on the outside rail at all times, unless you know there is no danger of horses coming back around the track.

NOTE: The Chain of Command transfers to the Track Physician, Dr. Seftel once he arrives on the scene.

If a jockey refuses treatment, advise Track Physician, Dr. Seftel that you are returning the jockey to the Jockey's Room, then give the Doctor an updated patient assessment.

Golden Gate Fields Jockeys Medical Area Services (Dr. David Se/tel)

The track physician at Golden Gate Fields provides a comprehensive set of services **pre, intra and post** daily racing periods that serve to ensure the health and safety of jockeys working at our facility. This set of services has enabled Golden Gate Fields to ensure 100% jockey survival in the face of severe injury with the best possible long term outcomes.

Pre-racing period

1. The track physician examines and certifies jockeys as fit to ride on a daily basis.
2. The track physician examines and treats jockeys for all medical conditions within his scope of practice to ensure they are healthy and fit to ride.
3. Dietary advice and weight-maintenance counseling are provided on an ongoing basis. Follow-up to prior jockey injuries are made and coordination with Worker's Compensation providers is facilitated.
4. The track physician monitors activities both in the paddock area and during the post parade via television monitors or trackside, in concert with track security officers and the Stewards.
5. The physician is available on radio and personal cell phone at all times. During designated times, the track physician performs annual physical examinations that

include blood testing and drug testing as proscribed by the California Horse Racing Board.

6. If specialist care is required the track physician coordinates referrals and ensures follow-up. The track physician monitors environmental health in the jockey's room and other areas of jockey activity and makes recommendations to track management regarding any areas of concern.

Intra-racing period

1. During the race the track physician closely observes the movement of all the riders either via multiple monitors in the medical clinic or trackside from an appropriate vantage point.
2. In the event of an accident the track physician proceeds directly to the scene as expeditiously as possible - either on foot or golf cart if the incident is within close range of the clinic or via the veterinary van that proceeds immediately to pick him up trackside.
3. At the scene of the accident the track physician leads the resuscitation and stabilization efforts assisted by the ambulance crew.
4. A preliminary assessment of severity and injury areas is dispatched to the Stewards via radio and the decision to summon outside ambulance services for transport to hospital is made.
5. Once stabilized, the jockey/s are transported to the trackside medical clinic where further care can be administered as required.
6. A portable kit containing all the required medicines and equipment for advanced life support measures is available in the ambulance and the same set of capabilities is available in the medical clinic.
7. Adrenaline, intravenous fluids, oxygen tanks and a defibrillator are available to manage respiratory and cardiac arrest.
8. Once outside ambulance services arrive at the clinic, the track physician gives report to the accepting team of paramedics, provides jockey demographics and insurance information and assists in preparing the jockey for transport to the appropriate hospital -Alameda County Medical Center in Oakland, CA.
9. Once the jockey/s are en-route to the hospital, the track physician makes a direct **physician-to-physician** call to the Attending Physician in Charge of the receiving hospital emergency room.
10. During this call the track physician provides a clear description of the mechanism of the accident, the velocity, his preliminary findings in the field and all steps taken in preparation to dispatch, in addition to pertinent past medical and surgical history, with a special emphasis on avoiding tests such as the use of contrast dyes in imaging studies like CT scans that might prove harmful to a particular jockey.
11. On arrival in the emergency room (ER), the track physician maintains contact with ER staff to ensure that expeditious and appropriate care is rendered and contacts and communicates with family members regarding status and plans for the injured party.
12. If outside referrals or consultations are required, the track physician facilitates these.
13. The track physician completes Worker's Compensation Form DWCI and the Doctors First Report of Injury and transmits these to the responsible parties in the emergency room as well as to the Worker's Compensation carrier.
14. The track physician provides report to the Board of Stewards and track management on the diagnosis and current status of injured jockeys.

Post-racing period

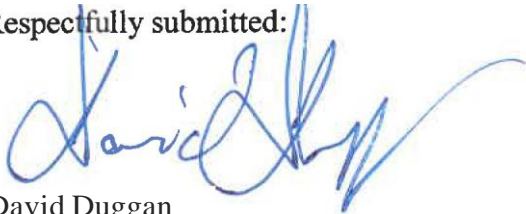
1. The track physician completes all medical reports and provides post-race care to jockeys who seek medical attention for any ancillary issues that arise during the race day.
2. Medical clinic supplies inventory and replenishing are performed.
3. In the case of severe jockey injury, the track physician proceeds to the emergency room responsible for care to evaluate and assist in care coordination, planning, decision making and communication with family members.

Dr. Seftel's Recommendations for Optimal Jockey Trackside Care

1. With regard to optimal accident responsiveness and care the best approach features trained professionals working in close collaboration with track security.
2. Ambulance crews should have at least one paramedic trained and skilled in advanced life support measures.
3. A portable kit containing all the required medications and equipment should be available on the ambulance and similar supplies should be available in the clinic.
4. Track medical and security personnel should perform drills on at least a 6 month basis to ensure that all skills are kept current and that all allied personnel are familiar with optimal policies and protocols.

Golden Gate Fields believes its long standing procedures using a BLS ambulance staffed with a Paramedic and an EMT (IA) combined with an on-site physician during live racing capable of providing advanced life support immediately after all accidents has consistently provided our jockeys with outstanding care.

Respectfully submitted:



David Duggan
Vice President and General Manager
Golden Gate Fields



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.

ALBANY CALIFORNIA

CITY OF ALBANY



FIRE DEPARTMENT

1000 SAN PABLO AVENUE

ALBANY, CA 94706

510 528-5770

www.AlbanyCA.org/fire

January 11, 2022

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

Mr. Roenbeck,

Fire inspector Thomas Peters and Katherine Belman from the City of Albany Fire Prevention Department together with Golden Gate Fields Fire Prevention Supervisor conducted a Life and Safety inspection on January 10, 2022. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2022 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



Department of Fire and Emergency Services
Division of Fire Prevention
2100 Martin Luther King Jr Way, 2nd Floor
Berkeley, CA 94704

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710

January 11, 2022

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

Dear Mr. Roenbeck:

On Wednesday, August 4, 2021, 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 Tuesday, December 14, 2021, and Monday, January 10, 2022. Photo documentation of the remaining repairs were sent on Tuesday, January 11, 2022. 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 for your patience with us and our staffing shortage that created delays in our ability to come and inspect the premises.

Sincerely,

A handwritten signature in blue ink that reads "Dori Tieu".

Dori Tieu
Deputy Fire Marshal, City of Berkeley Fire Department
dtieu@cityofberkeley.info or 510-981-5582

 **GOLDEN GATE FIELDS**

May 26, 2022

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

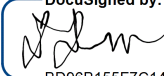
Dear Mr. Chaney,

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 January 11, 2022.

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,

DocuSigned by:

BD96B155F7C1457...
David Duggan

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting.
- B. Promotional/Marketing budget for this race meeting: \$165,000
Promotional/Marketing budget for prior race meeting: \$165,000
- C. Number of hosts and hostesses employed for meeting: 2
- D. Describe facilities set aside for new fans. 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
- 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 DuralockCapital barn roofing

improvements in the barn area Updated all barn area lavatory facilities with touchless sanitizing equipmentContinuation 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
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 flooringProviding tours of the front side facility to fans upon request Continual parking lot and roadway repairsAdded contactless Food & Beverage delivery ordering system "GoTab"Purchased Daktronics big screen for enhanced viewing of races and local sports games in between races Heavy GGF Social Media presence in the Bay AreaNew themed events offered every weekend for pre purchase on "Event Brite" with giveaways included
 3. Facilities in the restricted areas Equine Hospital

19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year.
- | | |
|------------------------------|-------|
| Admission (general) | 6.00 |
| Admission (clubhouse) | 6.00 |
| Reserved seating (general) | N/A |
| Reserved seating (clubhouse) | N/A |
| Parking (general) | 10.00 |
| Parking (preferred) | N/A |
| Parking (valet) | N/A |
| Programs (on-track) | 3.00 |

(off-track) 3.00

- 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 |
| 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 | 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.

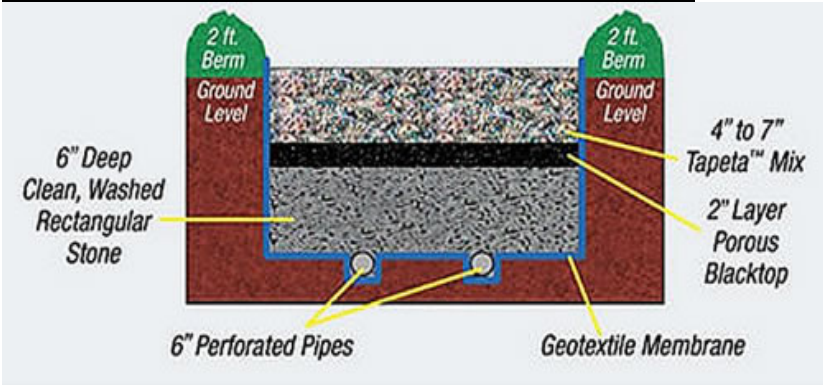
21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) on (date). - Was requested and will be completed prior to 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 areaa
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 restroom per 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: 5,280 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition. Tapeta ® Footings Synthetic Track Surface - See attached diagram
- C. The percent of cross slope in the straightaways 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 (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4"

Tapeta® Footings Synthetic Track Surface



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: Replacing inside and outside turf course rails with 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.
- 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 that 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 ten (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.

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.
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.
- 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

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (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.

X

Signature

David Duggan

General Manager

Print Name

Print Title

Date



June 20, 2022

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

Re: Pacific Racing Association II License Application –CTT Agreement

Dear Mr. Chaney,

Pacific Racing Association II (“PRA II”) has previously attempted to negotiate with the California Thoroughbred Trainers (“CTT”) on the terms of a new race meet agreement. However, despite this good faith attempt, an agreement was not reached. PRA II expects to resume discussion with the CTT in the near future. PRA II does not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

The last contract that PRA II had with the CTT expired in 2019 (the “2019 Agreement”). As you know, it has since come to light that the parties now disagree about the meaning of certain provisions of the 2019 Agreement. Contrary to what it said during the original contract negotiations, the CTT now says that it interprets the 2019 Agreement to give the CTT the decision-making authority to decide which trainers may race, train, and stable at Golden Gate Fields. We disagree and as you also know, Los Angeles Turf Club’s agreement with the CTT which covered a similar time period to the 2019 Agreement was also recently the subject of a trial in Los Angeles Superior Court. That litigation did not resolve the dispute about the meaning of the 2019 Agreement.

PRA II has not submitted an agreement with the CTT as part of its 2022 summer race meet license application. PRA II does not propose to, and will not agree to, operate its 2022 summer meet under the terms of the 2019 Agreement, which as previously noted contains serious disagreement over its interpretation. PRA II will operate its race meet (which includes, without limitation, any decision or actions relating to the exclusion of a trainer) in accordance with the laws, rules, and common law of California.

We would be happy to discuss this matter further at your convenience.

Sincerely,

Eric Sindler

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.

Agenda Item 5

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR, COMMENCING AUGUST 17, 2022, AND CONTINUING THROUGH AUGUST 30, 2022

Regular Board Meeting
July 21, 2022

Application: Humboldt County Fair, Ferndale
2022 California Authority of Racing Fairs

Breeds: Thoroughbred and Quarter Horse

Board Allocated Dates: Grey/shaded

Racing Dates: Blue/shaded, bold

August 2022						
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			

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Auxiliary stabling not needed.	Rule 1420(q)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Auxiliary stabling not needed.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 07/07/23; 45-day exemption to Rule 1927 received 07/08/22.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inspection scheduled for 08/16/22, due to fair circuit schedule.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inspection scheduled for 08/12/22, due to fair circuit schedule.	Rule 1471(g)
Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received 04/55/22.	Rule 1432
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	California Fair Services Authority risk sharing program, expires 07/01/23.	Rule 1501

Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Thoroughbred Owners of California received 05/09/22. Pacific Coast Quarter Horse Racing Association received 05/09/22. California Thoroughbred Trainers Association received 05/06/22.	Rule 2044
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 98-103	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 113-125	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See page 98	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 104-109	BPC 19604 19604(b)(1)(C)
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION:

Staff recommends approval; the application has satisfactorily met the requirements for licensure.



April 6, 2022

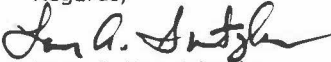
California Horse Racing Board
Attn: Scott Chaney
Executive Director

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. Richard Silacci, CEO, 707-786-5515, humcofair@frontiernet.net

NOTICE TO APPLICANT: Application must be filed not later than ninety (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 17 - August 30, 2022
- B. Actual dates racing will be held: August 19, 20, 21 26, 27 & 28
- C. Dates racing will NOT be held: August 17, 18, 22 ,23, 24, 25, 29 & 30
- D. Total number of racing days: 6
- E. Days of the week races will be held: 1st & 2 Week Fri - Sun
 Wednesday – Sunday Tuesday – Saturday Other (specify)

3. RACING PROGRAM

- A. Total number of races: 54
- B. Number of races by breed:
36 Thoroughbreds 12 Quarter Horses 0 Appaloosas
6 Arabians 0 Paints 0 Mules

CHRB CERTIFICATION

Application received: 5/18/22
Reviewed: RP

Hearing date: 7/21/22
Approved date:
License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	6	0				6	6
Other Breeds	3	0				3	3
Total	9	0				9	9

D. Total number of stakes races by breed:

0 Thoroughbreds 0 Quarter Horses 0 Appaloosas
 0 Arabians 0 Paints 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 (2) 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 or 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 E.1. 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, which racing colors are to be used?

G. List all post times for the daily racing program: Race Number Weekdays Weekends

.....@wk1/wk2. Race # 1 3:15/3:07 p.m. 2:15/2:07p.m.
 Race # 2 3:45/3:37 p.m. 2:45/2:37p.m.
 Race # 3 4:15/4:07 p.m. 3:15/3:07p.m.
 Race # 4 4:45/4:37 p.m. 3:45/3:37p.m.
 Race # 5 5:15/5:07 p.m. 4:15/4:07p.m.
 Race # 6 5:45/5:37 p.m. 4:45/4:37p.m.
 Race # 7 6:15/6:07 p.m. 5:15/5:07p.m.
 Race # 8 6:45/6:37 p.m. 5:45/5:37p.m.
 Race # 9 7:15/7:07 p.m. 6:15/6:07p.m.

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 12.B., who will be listed in the official program: Richard Silacci, CEO; Sandra Rios, Stable 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). Richard Silacci, Fair CEO 1250 5th Street Ferndale, Ca 95536 humcofair@frontiernet.net

5. TAKE OUT PERCENTAGE

- A. 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: %
 - 1. 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 ten (10) percent nor more than twenty-five (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

- A. Complete the table below, providing the last five (5) 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
2021	\$12,744,775	18,133
2020	0	0
2019	\$3,672,246	28,001

2018	\$10,269,967	32,365
2017	\$4,528,957	31,421

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: \$408,393
 Prior meet actual: \$370,393

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

Current meet estimate: 68,066
 Prior meet actual: \$61,732

2. Overnight stakes:

Current meet estimate: 0
 Prior meet actual: 0

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

Current meet estimate: 0
 Prior meet actual: 0

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: \$408,393
 Prior meet actual: \$370,393

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

Current meet estimate: \$51,873
 Prior meet actual: \$47,047

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

	Current meet estimate:	Prior meet actual:
CTT	\$2,091	\$1,901
TOC	\$4,182	\$3,802
NTRA	\$135	\$135
PCQHRA	\$1,611	\$1,661
CWRA	0	0

ARAC	\$1,494		\$1,494
AMRA	\$0		\$0
CHBPAPEN	\$6,274		\$5,704
CTHF	\$6,274		\$5,704
Total:	\$22,061	Total:	\$20,401

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: \$482,327
 Prior meet actual: \$437,841

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

Current meet estimate: \$80,383
 Prior meet actual: \$72,974

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: \$647,720
 Prior meet actual: \$647,720

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

Current meet estimate: \$107,953
 Prior meet actual: \$107,953

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$38,113
 Prior meet actual: \$38,113

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

Current meet estimate: \$6,352
 Prior meet actual: \$6,352

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: Rossman, MacDonald & Benetti, 3838 Watt Ave. Suite E500, Sacramento, CA 95821 916-488-8360

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that 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 three (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 that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three 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 that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, 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: 225 permanent 160 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.

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. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. 0
- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Humboldt County Fair will not be vanning horses.

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Dr. Audrey Clifton – 530-400-4721. Veterinarian will be available daily 6:00am - 6:00 pm daily 17 Aug through Aug 30. 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 on-site during training hours, workouts, and racing for the association and auxiliary sites.

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,



April 4, 2022

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 2022 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, \$.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105G.(2)(g) Method 7, para 16b (ii)
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)
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. (2) (g) Method 7, para 16b (ii)
Race #5 (ii)	\$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. (2) (g) Method 7, para 16b
Race #6 (ii)	\$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. (2) (g) Method 7, para 16b
Race #7 (ii)	\$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. (2) (g) Method 7, para 16b
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, para 16b (ii)
Race #9	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4,	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1



	\$.20 SUPER HIGH 5	CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)
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, para 16b (ii)
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, para 16b (ii)
Race #12	\$1E, \$1TRI, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

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.

\$.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 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 16, 2022, which is the Closing Day of The Big Fresno Fair.

fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) 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).

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105G. (2)(g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20PNP6	CHRB#1959,CHRB#1977, CHRB#1979,CHRB#1957, CHRB #1979.1, ARCI 004-105 G. (2)(g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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. (2)(g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #5	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB1976.9, CHRB #1957, CHRB #1979.1, CHRB #1976.9, ARCI 004-105 G. (2)(g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #6	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9, CHRB 1976.9, ARCI 004-105G. (2) (g) Method 7, para 16b (ii).	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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 (Keith Johnson) Expiration: October 29, 2025. Equipment description on file with Board.

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

TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #2 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #3 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #4 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #5 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #6 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

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

Race #8 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #9 Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02 Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #10

Race #11

Race #12

Race #13

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting. Watch & Wager; Twin Spires; Express Bet, T.V.G. (Television Games Network) and Bet America.
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts 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. (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.
- C. California simulcast facilities the fair proposes to offer its live audiovisual signal: Alameda County Fair, Pleasanton, Lakeside, Big Fresno Fair, Fresno, Cabazon Fantasy Springs Casino, Indio, California State Fair & Exposition, Sacramento, Commerce Casino Racebook, Commerce Derby Club, Seaside Park, Ventura, Fairplex Park, Pomona Fantasy Springs Casino, Indio, Golden Gate Fields, Albany *Humboldt County Fair, FerndaleJockey Club at San Mateo, San Mateo, Los Alamitos Race Course, Monterey County Fair, Monterey, Santa Clarita, San Joaquin County Fair, Stockton Santa Clara County Fair, San Jose, Shalimar Sports Center, Indio, Shasta District Fair, Anderson Solano County Fair, Vallejo Sonoma County Fair, Santa Rosa, 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 Sycuan Gaming Center, Alpine Watch & Wager, Antelope Valley Fgds, Lancaster
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: June 17, 2022: Arlington, Belmont, Assiniboia, Australian Racing, Beulah, Calder Racecourse, Canterbury Downs, Charles Town, Churchill Downs, Delaware, Downs at Albuquerque, Ellis Park, Emerald Downs, Evangeline Downs, Fort Erie, Gulfstream, Hastings Park, Hawthorne, Indiana Downs, Keeneland, Kentucky Downs, Laurel, Lone Star, Louisiana Downs, Monmouth, Mountaineer Park, Aqueduct, Belmont, Saratoga, Penn National, Philadelphia Park, Pimlico, Presque Isle,



May 6, 2022

Mr. Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 250
Sacramento, CA 95815

RE: 2022 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, TwinSpire, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on CARF and other Thoroughbred races during the 2022 race meetings, as follows:

1. California wagering on CARF 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 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, 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,



Mary Forney, Executive Director

cc: Heather Haviland, Wayne Atwell



Pacific Coast Quarter Horse Racing Association

May 9, 2022

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2016 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) 2022 racing season, commencing June 15, 2022 and continuing through October 18, 2022, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager, Game Play Network 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 May 6, 2022.

Please feel free to contact me if you have any questions.

Sincerely,



Dino Perez

Exec Dir

May 9, 2022

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2022 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) 2022 racing season, commencing June 15, 2022 and continuing through October 18, 2022, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpire, Watch & Wager, Game Play Network 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 May 6, 2022.

Please feel free to contact me if you have any questions.

Sincerely,

Cory Soltau

Chairperson

[Type text]

[Type text]

May 9, 2022

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2022 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) 2022 racing season, commencing June 15, 2022 and continuing through October 18, 2022, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager, Game Play Network 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 May 6, 2022.

Please feel free to contact me if you have any questions.

Sincerely,

Cory Soltau

Chairperson



[Type text]

[Type text]

River Downs, South American Racing, Suffolk Downs, Sunland Park, Sunray Park, Tampa Bay, Thistledown, Turfway Park, Turf Paradise, United Kingdom, Woodbine

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Amwest Entertainment, Amwest Accounts Greenbrier (WV) Riders Up (SD) Time Out Lounge (SD) , Triple Crown (SD) Arapahoe-Mile High Arima Race Club Arlington I Atlantic City Racecourse Balmoral Balmoral ADW (BETZOTIC) Bangor Raceway Batavia Bettor Racing Beulah Park Birmingham Bluffs Run Greyhound Buffalo Raceway Canterbury Capital District OTB Catskills OTB Charles Town Race Course Chester Downs & Marina LLC Churchill Downs Club Hipica InTurf Coeur d' Alene Casino Colonial Downs Colonial Downs Phone Bet Columbus Raceway Connecticut OTB , Bradley Teletheater, Bristol New Britain, Norwalk, Milford East Haven, Hartford, Putnam Shoreline Star, Sports Haven Torrington, Waterbury Manchester, New London , Willimantic, Sanford OTB John Martin's Manor Restaurant , Connecticut OTB ADW Coughatta Casino Paragon Casino Ho-Chunk Casino and Racebook , Mohegan Sun Casino Oneida Bingo and Casino , Pony Bar Simulcast Center Tote Investment Racing Randall James Racetrack, Millenium Racing Royal Beach Casino, Divi Carina Bay Casino Fair Chance, Winner's Circle, Camouflage Gaming Corpus Christi Greyhound Delaware Delta Downs Derby Jackpot, Dover Downs Dubuque Greyhound Elite Turf Club (1 to 12) Ellis Park Emerald Downs Evangeline Downs Evangeline Downs AWA Fair Grounds Fair Grounds ADW Fair Meadows Favorites at Gloucester Finger Lakes Fonner Freehold Gillespie County Fair Global Wagering Solutions, Bwin International Ltd. Intl Betting Assoc. Ltd Magna Bet Race bets , Greenetrack Greyhound @ Post Falls Gulf Greyhound Gulfstream Harrington Raceway Harrington Bets (DE regional) Hawthorne Race Course Hawthorne ADW Hazel Park Hoosier Park Horseman's Park Idabet Indiana Downs Clarksville/Evansville OTB Intermountain Racing Keeneland Keeneland Select ADW Kentuck Downs Kentucky OTB Lebanon Les Bois (Treasure Valley) Lewiston OTB's Lien Games, Rumors OTB, Skydancer Casino OTB, Chips Lounge and Casino Howard Johnsons OTB Lien Games ADW Bet America and Offtrackbetting Lone Star, Louisiana Downs, LVDC: Atlantis Paradise Casino Avatar Ventures Buffalo Thunder Resort Foxwoods Resort Casino Meskwaki Bingo & Casino Maronas (South America) Maryland Jockey Club Maywood Meadowlands Meadows The Meadows The (ADW) - PA regional Millers OTB Mobile Greyhound Monmouth Park Montana OTB Monticello Mountaineer Park Mt. Pleasant Meadows Nassau Regional OTB New Jersey Casino Assoc. Nevada Pari-Mutuel Assoc. Newport Jai Alai NJ Bets (ADW) Northfield, Cedar Downs OTB, Northville NYRA NYRA Account Wagering Oaklawn Ocean Downs Panama PARX PARX Phone Bet Penn National Penn National Telebet Peru Plainridge Race Course Plainridge Telephone Wagering Player Management Group Pocono Account Wagering Pocono Downs and OTB Portland Meadows Potawatomi Casino/ OTB Prairie Meadows Premier Turf Club Presque Isle Downs Raceway Park Racing2Day LLC Racing2Day Intl. (Stan James) Remington Park , Remington OTB Network Retama Racing & Gaming Services Rillito Park River Downs Rockingham Park Rockingham Account Wagering Ruidoso Downs Running Aces Harness Park Saddle Brook Park Sam Houston, Turfway Park TVG Chester TVG Network Saratoga Harness Raceway Saratoga Bets (ADW) Scarborough Scioto Downs Seabrook Greyhound Social Gaming Sol Mutuel Southland Greyhound Sports Creek Raceway State Fair (Lincoln, NE) Suffolk District OTB Suffolk Downs Sunland Park SunRay Park & Casino Tampa Bay Downs Taunton Acct Wagering Taunton Dog Track Inc. The Downs at Albuquerque Thistledown Tioga Downs Tri-State GH (Mardi Gras) Turf Paradise Turf Paradise Bets (ADW) TVG Prairie Twin River Greyhound TwinSpires TwinSpires High Volume Velocity Wagering Ltd. Venezuela OTB Vernon Downs WatchandWager Western OTB Wheeling Downs Will Rogers Downs Wyoming OTB Wyoming Downs XpressBet Yonkers Raceway Yonkers ADW Youbet Group 1 Zia Park 123Gaming / Separate Pool Locations Camarero (Puerto Rico) Caymanas (Jamaica) Codere (Mexico/Spain) MIR Books (Caliente) NDS Books (Nevada)

Tabcorp (Australia) Tattsbet (Australia) 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, Valley Greyhound Park, Western Fair, Woodbine,

- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce, Firehouse Restaurant, Bakersfield, Bonita, Santa Clarita Lanes, Santa Clarita, Tilted Kilt, Thousand Oaks, Sammy’s Restaurant & Bar, Mission Viejo.
- 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 a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”. N/A

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 that 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 fifty (50) imported Thoroughbred races statewide. The limitation of fifty 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 11D		

- H. List imported simulcast races the fair plans to receive during the racing meeting that 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
Los Alamitos	Quarter Horses	Per CHRB Calendar	Full Card
Cal Expo	Standardbreds	Per CHRB Calendar	Full Card

- 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).

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 three (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 wagering, and out-of-state wagering and that 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 three 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 wagering, 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; Dr. Samantha Burke. |
| 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 | Kenny Fowler & Myra Truitt |
| Placing Judges | Stewards |
| Starter | Daniel Morris |
| Timer | Melody Truitt |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|--------------------|
| Director of Racing | Larry Swartzlander |
| Racing Secretary | Tom Doutrich |
| Assistant Racing Secretary | Lisa Jones |
| Paymaster of Purses | Heather Haviland |
| Others (identify by name and title) | |
- 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 Sreet, 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 12/7/23)
- E. Indicate 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 Communication, Inc. – Jim Porep) Contract (Expires 4/30/29) 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 4/30/2029)

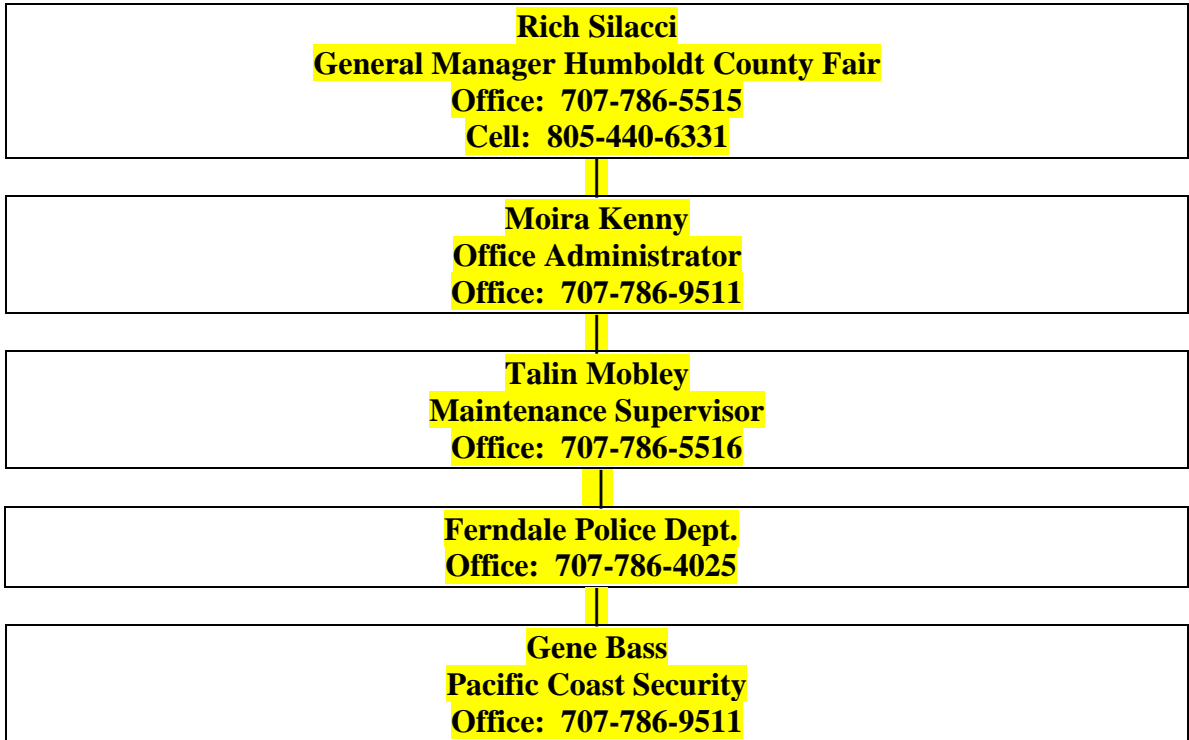
14. SECURITY CONTROLS

- A. State the 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.
 2. Detention Stalls:
 - a. Attach a plan for use of graded stakes or overnight races.
 - 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. CARF 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 during racing: City Ambulance of Eureka, 135 tth Street, Eureka, Ca 95501; (707)-445-4907
1. Attach a certification from the ambulance service(s) listed in 15.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A

14A. Security Controls



May 17, 2022

Rich Silacci, General Manager
Humboldt County Fair Association
1250 5th Street
Ferndale, CA 95536

Dear Mr. Silacci,

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,



Nathan McKnight
Operations Manager

1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- 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, 330 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.
- G. Names 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): Richard Silacci, CEO is the Health and Safety Manager and Larry A. Swartzlander, Director of Racing is the Assisnat Manager.
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): California Fair Services Authority
- 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 ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

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, which may be either permanent or mobile, that 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 (2) 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. 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. 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. 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.

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,

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.

Each paramedic ambulance is equipped to provide Advanced Life Support including ECG monitoring, defibrillation, endotracheal intubation, needle thoracotomy, intravenous fluid, medications, spinal immobilization, splinting and hemorrhage control.

On-track first aid facility, including equipment and medical staffing:

2 EMT certified or First Responders (First Aid Certificate) on site 11am – 7:00pm

1 Basic Life Support Kit (on- track main office)

5 Building Supervisors provide with stocked first kits (main grounds)

Item #15F English:

Humboldt County Fair Racing Accident Procedures

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

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 the accident scene management. 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 and prevent visitation from bystanders away from 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 and 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. The 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 for the management of the accident scene.

Announcer

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 determine 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 family members 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 sole purview of the senior member 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.

Item #15 F 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) víctima(s).

Seguridad

1. Tan pronto como sea posible, un miembro de seguridad del hipodromo deberá reportarse al lugar del accidente y desde ahí recibir las instrucciones del Paramédico responsable del lugar del accidente. El miembro de seguridad será responsable de mantener a los transeúntes fuera del lugar del accidente..
2. Un miembro del departamento de seguridad del hipodromo se acercará al cuartel del jockey para asegurar el área donde la ambulancia estará y prevenir que transeúntes y personas ajenas se acerquen.
3. Un miembro de seguridad del hipodromo será responsable de escoltar a los vehículos de emergencia..
4. Los miembros de seguridad serán responsables de controlar a la multitud.

Personal de Carreras/Veterinario del hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta deberá sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.
2. Los caballos muy mal heridos deberán ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.
3. El veterinario del hipodromo deberá decidir si se sacrifica al caballo en la pista.
4. Sea posible hacerlo, se debe colocar la pantalla/screen para tapar la vista al público, antes de iniciar el procedimiento de sacrificio del animal.
5. Los Outriders son responsables de remover cualquier desecho en la pista después de que la persona o 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 fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsable del lugar del accidente.

Locutor

El locator 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 apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.
2. Otro representante de la gerencia debera informar al departamento de videio 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 locutor.
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 quien se debe comunicar en caso de que un jockey sufra un accidente.
5. Todos los anuncios publicos y respuestas a la prensa las realice unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todo los Jefes de Departamento

Todos los Jefes de Departamento deben 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.



May 15, 2022

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

To Whom it May Concern:

Please accept this letter as confirmation that plans have been made for inspection of the horse barn facilities at the Humboldt County Fair Grounds, 1250 5th Street, Ferndale California. Ferndale Fire Chief Dennis DelBiaggio has confirmed thorough inspection of the facility will be completed no later than July 15th. (Fair Dates August 18-28) Chief DelBiaggio has done the inspections in the past and is well prepared.

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, 2022 at 12:01 a.m. Pacific Standard Time until July 1, 2023.

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

CALIFORNIA FAIR SERVICES AUTHORITY
1776 Tribute Road, Suite 100, Sacramento, CA 95815
EXCESS WORKERS' COMPENSATION INSURANCE CERTIFICATE

PARTICIPATING ENTITY: Humboldt County Fair Association
Address: 1250 5th Street
Ferndale, CA 95536

The above fair is included under the California Fair Services Authority's Workers' Compensation Risk Sharing Program. Coverage terms are summarized below:

POOL MEMBER: PRISM
Excess Workers' Compensation Program
CERTIFICATE NUMBER: PRISM-PE 21 EWC-33
POLICY TERM: 07/01/2022 to 07/01/2023

LIMITS OF INSURANCE

Named States: California

Excluded States: None

Policy Period: July 1, 2022 thru July 1, 2023
Both days at 12:01 A.M. standard time at the insured participant's address above

Self-Insured Retention	Each accident:	\$250,000
Limits of CFSA Underlying Coverage:	Each employee for disease:	\$250,000
Limit each Accident:	Workers' Compensation:	Statutory
	Employers Liability:	\$5,000,000
Limit each employee for disease:	Workers' Compensation:	Statutory
	Employers Liability	\$5,000,000

IMPORTANT: This is a summary only. It does not include all of the terms, coverages, exclusions, limitations and conditions in the actual insurance contract.

CERTIFICATE OF PARTICIPATION

GENERAL LIABILITY 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 Covered Party named below is protected for certain risks of liability by the General Liability Risk Sharing Program administered by the Authority. The Memorandum of Coverage of the General Liability Risk Sharing Program Administered by the California Fair Services Authority describes the coverages offered by the Program and is the controlling document for the Program. This Memorandum is not an insurance policy.

Covered Party: Humboldt County Fair Association

Mailing Address: 1250 5th Street
Ferndale, CA 95536

Protection Period: From July 1, 2022 at 12:01 a.m. Pacific Standard Time until July 1, 2023.

Maximum Limits of Coverage: For **Personal Injury, Property Damage, or Employment Practices Liability**

\$25,000,000 Per any one **Occurrence**, Offense or **Wrongful Act**, inclusive of **Defense** obligations.

\$25,000,000 Aggregate Limit of Protection during each **Annual Period**, applied all **Occurrences** arising out of the **Product Hazard** and **Completed Operations Hazard**, inclusive of **Defense** obligations.

For **Non-Profit Organization Liability**

\$25,000,000 Per any one "Wrongful Act", inclusive of "Costs of Defense" obligations.

\$25,000,000 Aggregate Limit of Protection during each **Annual Period**, applied separately as result of: All "Wrongful Acts" arising out of **Non-Profit Organization Liability**, inclusive of "Costs of Defense" obligations.

The Maximum Limits of Coverage apply separately to each Covered Party in the Program.



AUTHORIZED SIGNATURE



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

July 8, 2022

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney,

The Humboldt County Fairgrounds Fire Department inspection is completed for Thursday, July 7, 2022. As was the case in the Alameda County Fairgrounds fire clearance it will not comply with 4 CCR 1927 for the 2022 racing season. The Humboldt County Fair 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 2022 racing season.

Regards,

Larry A. Swartzlander
Executive Director
CARF

FERNDALE VOLUNTEER FIRE DEPARTMENT

P.O. BOX 485 - FERNDALE, CA 95536

THE MOST WESTERLY FIRE DEPARTMENT IN THE UNITED STATES

July 7, 2022

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

CC: Humboldt County Fair
Rich Scilacci

To Whom It May Concern:

Please accept this letter as confirming my inspection of the horse barn facilities at the Humboldt County Fair Association, 1250 5th Street, in Ferndale.

As of July 7, 2022 the horse racing facilities meet the requirements of the Ferndale Fire District.

An inspection of the horse racing facilities was held on June 30, 2022, a small correction list was produced. A follow up inspection was held on July 7, 2022 and all items had been corrected.

The permanent stalls in Ferndale contain fire sprinklers, all of which are in working order. The required 5-year sprinkler inspection was completed in 2021.

Our department conducts annual training sessions on the property of the Humboldt County Fairgrounds. We are familiar with the general character of the facilities, as it relates to our Responsibility to respond to any emergency that may arise during the annual event.

In addition to the permanent barns, the portable barns utilized by the Association are located in a service range of existing fire hydrants, so that an appropriate response is possible if needed.

Sincerely,


Dennis DelBiaggio

Fire Chief

Ferndale Volunteer Fire Department

P.O. Box 485

Ferndale, CA 95536

(707) 786-9909

chief@ferndalefire.org

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.
- B. Promotional/Marketing budget for this race meeting: \$60,000
 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. Daily Racing Seminars located on the Grandstand Stage:
 First Come First serve.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen WE have remodeled our paddock and will continue to upgrade the tack rooms and stalls.
 2. Fans We have moved 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. List proposed charges. Note any changes from previous year.
- | | |
|------------------------------|-----------------|
| Admission (general) | \$10.00 |
| Admission (clubhouse) | N/A |
| Reserved seating (general) | 0 |
| Reserved seating (clubhouse) | \$50.00 per day |
| Parking (general) | \$5 |
| Parking (preferred) | N/A |
| Parking (valet) | N/A |
| Programs (on-track) | \$3.00 |
| (off-track) | \$3.00 |
- 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 | 18 |
| <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. Separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing has been requested and will be completed prior to commencement of the proposed 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
- D. Estimated ratio of restrooms to the number of backstretch personnel: 1:10

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: 5,280 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 (composition and amendments per routine lab tests)
- C. The percent of cross slope in the straightaways 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 (e.g., 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. Inner Rail: Fontana Safety Rail; Outer Rail: Aluminum gooseneck, supports with aluminum top rail; Inner Rail Height: ¼ mile/42", ½ mile/40.5", ¾ mile/40", 1 mile/42" (finish line)
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- 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 that 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 ten (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.

21 D

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".



2022

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2022 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 2022.

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 2022 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 2022 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 2022 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 2022 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' 2022 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 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 2022 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 2022, 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 2022 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 2022 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' 2022 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 2022 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 2022 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2022 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 2022 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 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’ 2022 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 2022, 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 10, 2022, the CARF purse account will be underpaid by \$100,330 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' 2022 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 2022 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' 2022 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 2022 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 2022 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 2022 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 2022 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.

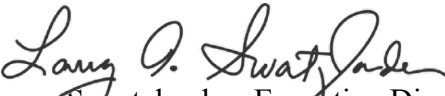
21. CARF and TOC agree that it is the express intent of both parties in entering into this Horsemen's Agreement that CARF will conduct live Thoroughbred racing at Pleasanton, Cal Expo at Pleasanton, Humboldt and Fresno for each week of their - fair meets June 15th – Oct. 18th,

2022 (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 rational 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: 5/9/2022


Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: 5/8/22


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	Richard Salacci 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

PROPOSED 2021/2022 NORTHERN CALIFORNIA RACING FAIRS STAKES SCHEDULE COMPARISON



- ❖ Alameda County Fair at Pleasanton
- ❖ California State Fair at Sacramento
- ❖ Humboldt County Fair at Ferndale
- ❖ Big Fresno District Fair at Fresno

Revised: 3/25/22

❖ OAK TREE AT PLEASANTON SUMMER MEET	<u>2021</u>	<u>2022</u>
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59 th Running Two-year olds – Five & 1/2 Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
She’s a Tiger Three-Year-Olds & Upward F&M One & 1/16 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed
❖ CALIFORNIA STATE FAIR		
Governor’s Handicap F&M, Three Year Olds & Upward – Six Furlongs	Cancelled	\$75,000 Guaranteed
❖ HUMBOLDT COUNTY FAIR		
C.J. Hindley Humboldt County Marathon Hdcp Three Year Olds & Upwards, 1 Mile and 5 Furlongs	\$20,000 Guaranteed	\$20,000 Guaranteed
❖ BIG FRESNO FAIR		
Harris Farms Stakes (CAL BREDS) (Cal-Bred Golden State Series (\$25,000 from CTBA) Three-year olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Bulldog Hdcp, 27 th Running Three-Year Olds & Upward, One & 1/8 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed

ATTACHMENT C PURSE SCHEDULE

2022 PURSES/CATEGORYS DRAFT A				
Category	Claiming	Condition	2022 fairs	2022 Ferndale
Allowance		Open or Cond	40,000	15,000
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	30,000	
Claiming	\$2,500	Open or Date	10,000	7,000
Claiming	\$3,200	NWX2/Clause	12,000	8,000
Claiming	\$3,200	Open or Date	12,000	8,500
Claiming	\$4,000	NW2/Lifetime	12,000	7,500
Claiming	\$4,000	NW3/Lifetime	12,000	8,000
Claiming	\$4,000	NW4 or Date	13,000	8,500
Claiming	\$4,000	Open or Date	13,000	9,000
Claiming	\$5,000	NW2/Lifetime	12,500	
Claiming	\$5,000	NW3/Lifetime	12,500	
Claiming	\$5,000	NW4 or Date	13,500	8,800
Claiming	\$5,000	NWX2/Clause	13,500	9,000
Claiming	\$5,000	Open or Date	14,000	9,500
Claiming	\$6,250	NW2/Lifetime	12,500	8,000
Claiming	\$6,250	NW3/Lifetime	12,500	
Claiming	\$6,250	NW4 or Date	14,000	9,500
Claiming	\$6,250	Open or Date	15,000	9,500
Claiming	\$8,000	NW2/Lifetime	13,000	8,500
Claiming	\$8,000	NW3/Lifetime	13,000	
Claiming	\$8,000	NW4 or Date	15,000	9,800
Claiming	\$8,000	Nw2x/Clause	14,500	9,800
Claiming	\$8,000	Open or Date	15,000	10,000
Claiming	\$10,000	NW2/Lifetime	14,000	9,000
Claiming	\$10,000	NW3/Lifetime	14,000	
Claiming	\$10,000	Open or Date	17,000	10,000
Claiming	\$12,500	NW2/Lifetime	14,000	
Claiming	\$12,500	NW3/Lifetime	14,000	
Claiming	\$12,500	Nw2x/Clause	16,000	10,000
Claiming	\$12,500	Open or Date	18,000	10,000
Claiming	\$16,000	NW2/Lifetime	15,000	
Claiming	\$16,000	NW3/Lifetime	15,000	
Claiming	\$16,000	Open or Date	20,000	12,000
Claiming	\$20,000	NW3/Lifetime	16,000	
Claiming	\$20,000	Nw2x/Clause	20,000	
Claiming	\$20,000	Open or date	23,000	
Claiming	\$25,000	NW2/Lifetime	18,000	
Claiming	\$25,000	Open or Date	25,000	
Claiming	\$32,000	Open or Date	27,000	
Claiming	\$40,000	Open or Date	28,000	
Claiming	\$50,000	Open or Date	28,000	
Claiming	\$62,500	Open or Date	28,000	
Claiming	\$80,000	Open or Date	30,000	
Claiming	\$150,000-100,000	Open or Date	30,000	
Maiden Claiming	\$5,000		12,000	7,000
Maiden Claiming	\$8,000		12,500	7,500
Maiden Claiming	\$12,500		13,000	
Maiden Claiming	\$16,000		14,000	8,000
Maiden Claiming	\$20,000		15,000	
Maiden Claiming	\$25,000		17,000	
Maiden Claiming	\$32,000		18,000	
Maiden Claiming	\$40,000		19,000	
MDN ALW			26,000	
Starter Allowance	2500			8000
Starter Allowance	\$4,000		14,000	9,500
Starter Allowance	6250		15,000	10,000
Starter Allowance	8000		16,000	
Starter Allowance	12500	Starter or Ferndale nw2	18,000	8000
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	20,000	

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, 2022 to July 27, 2022. 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.



2022

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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2022 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 15, 2022 through October 18, 2022, which meets are hereinafter referred to as the "2022 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2022 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 2022 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 2022 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 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 2022 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 2022 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 2022 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 2022 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 2022 Meets.

IX. FIRST POST TIME

All Post times for the 2022 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 2022 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 2022 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 2022 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 2022 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 2022 Meets and while the main track is open for training preceding and following the 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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

5/6/2022

Dated:

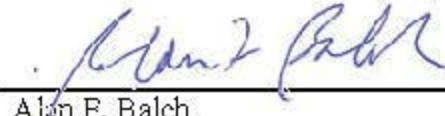


Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

May 4, 2022

Dated:



Alvin F. Balch
Executive Director

ATTACHMENT 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	Rick Silacci General Manager	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

**2022
RACING AGREEMENT**

BETWEEN

**CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)
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 **2022**. 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 **April, 30, 2022**, 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 2022. 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.

(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 **2022** 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 2/14/22

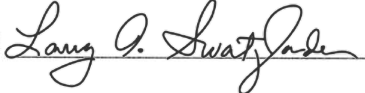
PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

BY: 

PCQHRA
P. O. Box 919
Los Alamitos, CA 90720

DATE 4/14/22

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY: 

CARF
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	Rich Silacci CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Fair Mgr.	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX "B"
2022 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 48th Running \$8,000 Guaranteed
Three Year Olds and Upward - 350 Yards

California State Fair

The Jack Clifford –23rd Running \$8,000 Guaranteed
For Three Year Olds & Upward - 350 Yards

Big Fresno Fair

Fresno Quarter Horse Futurity-29th Running \$8,000 Guaranteed
For Two Year Olds - 350 Yards

**2022
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 2022 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 2022 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 1 June 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 2021. 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 _____

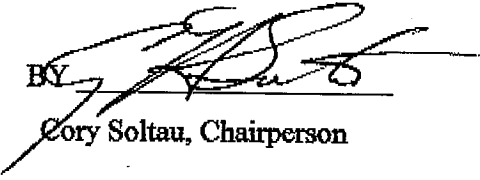
CALIFORNIA AUTHORITY
OF RACING FAIRS

BY _____

Larry A. Swartzlander
On behalf of the TRACKS listed in
Appendix "A"

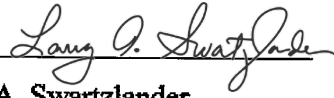
Address:

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



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 CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Rich Silacci CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering CEO	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



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calairs.com

April 6, 2022

The following matters are agreed to as of April 6, 2022 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 2022 California Authority of Racing Fairs (CARF):

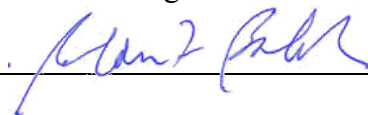
1. Term. This Agreement shall have a term of June 17, 2022 and continue through October 16, 2022.
2. CARF Furosemide Protocol. Exhibit A.
3. Medication Administration Protocol. Exhibit B.
4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.
5. Protocol Prior to Medication Administration. Exhibit D.
6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California

California Thoroughbred Trainers

By: 

By: 

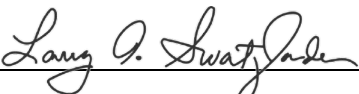
Name: Mary Forney

Name: Alan F. Balch

Title: Executive Director

Title: Executive Director

The California Authority of Racing Fairs

By: 

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. 1 0/12cc 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

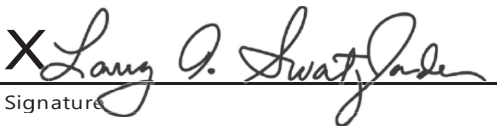
22. DECLARATIONS

- 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.
- 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, that 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 Rule 1870 and Rule 1871, the CHRB shall be given fifteen (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.



 X _____

 Signature

Larry Swartzlander

Director of Racing

6/1/22

Print Name

Print Title

Date

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 2022 RACE MEETING

Regular Board Meeting
July 14, 2022

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 thoroughbred horses, 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 organization, which in the case of thoroughbred racing, is the Thoroughbred Owners of California (TOC). 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.

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 June 15, 2022 (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 2022 race meet at Sonoma County Fair, Santa Rosa.

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 2022 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 2022 race meet ("Joint Injection Term") if it has received a joint injection within 14 days of racing.:
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.

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

Agenda Item 7

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE
TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR AT
SANTA ROSA, COMMENCING AUGUST 3, 2022, AND CONTINUING THROUGH
AUGUST 16, 2022

Regular Board Meeting
July 14, 2022

Application: Sonoma County Fair
Sonoma County Fairgrounds, Santa Rosa

Breeds: Thoroughbred and Quarter Horse

Board Allocated Dates: Grey/shaded
Racing Dates: Blue/shaded, bold

August 2022						
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			

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Alameda County Fairgrounds: inspections complete and fire clearance valid through 03/08/23. Cal Expo: inspections complete and fire clearance valid through 06/07/23.	Rule 1420(g)
Stabling and Vanning Agreement	<input type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input checked="" type="checkbox"/> Outstanding	Negotiations are ongoing with CARF	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 06/30/23	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Confirmed inspection completed on 06/30/22, no issues reported.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Preliminary inspection completed 06/28/22, due to fair circuit schedule, final inspection will occur on 07/25/22, no issues expected.	Rule 1471(g)
Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received 05/05/22.	Rule 1432

Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Sonoma County Fair Certificate of Self-Insurance expires 07/01/23.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Thoroughbred Owners of California received 06/17/22. Pacific Coast Quarter Horse Racing Association received 05/05/22. California Thoroughbred Trainers Association received 06/27/22.	Rule 2044
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 229-235	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 242-262	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 229-231	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 235-238	BPC 19604 19604(b)(1)(C)
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION:

Staff recommends approval after (1) outstanding item is addressed: stabling and vanning agreement. The application as submitted satisfactorily meets all other requirements for licensure.



June 7, 2022

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

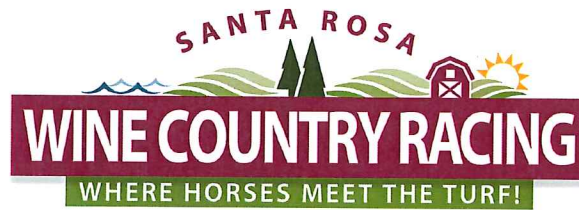
Dear Mr. Chaney,

Currently outstanding from the Sonoma County Fair's 2022 Racing License Application are the following items:

- Stabling Agreement with CARF – In progress. Will forward as soon as all parties agree.
 - Documentation for Ambulance Service at Pleasanton – Will provide once stabling agreement is completed.
- Thoroughbred Owners of California Agreement – On Sunday, June 5th, we received notice from TOC that the NorCal committee approved our stakes schedule and purse categories with the condition that a stabling agreement between CARF and Santa Rosa is worked out to the TOC's satisfaction.
- TOC and PCQHRA approval of all ADW Agreements – Will be submitted once TOC Agreement is completed.
- CTT Agreement – In process and do not expect any delays.
- 2022 3rd Party Lasix Agreement – Lasix Veterinarian Team is making edits to the outdated protocols. This agreement and revised protocols will be submitted once the TOC agreement is completed.
- Current Workers' Compensation Certificate – As in years past, renewal certificate will be forwarded once renewed on July 1, 2022.
- Fire Clearance Letter from City of Santa Rosa – Final inspection is scheduled for June 13th. Letter will be forwarded when received.

Sincerely,

Becky Bartling
Chief Executive Officer



May 1, 2022

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 2022 meet agrees to adopt the California Horse Racing Board's Inclement Weather Policy as provided on the chrh.ca.gov website.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca Bartling", is written over a horizontal line.

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing

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, 1350 Bennett Valley Road, Santa Rosa, CA, 95404, 707-545-4200, fax 707-545-9342
- 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 ninety (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 3 - Tuesday, August 16, 2022; August 3 & 10 will be simulcast only days
- B. Actual dates racing will be held: Thursday, August 4 - Sunday, August 7 & Thursday, August 11 - Sunday, August 14.
- C. Dates racing will NOT be held: August 3 & August 8, 9, 10
- D. Total number of racing days: 8
- E. Days of the week races will be held: Thursday - Sunday
 Wednesday – Sunday Tuesday – Saturday Other (specify)

3. RACING PROGRAM

- A. Total number of races: 64
- B. Number of races by breed:
60 Thoroughbreds 2 Quarter Horses 0 Appaloosas
2 Arabians 0 Paints 0 Mules

CHRB CERTIFICATION

Application received: 5/5/22
Reviewed: NLG

Hearing date: 7/14/22
Approved date:
License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	8	0	0	0	7	7	8
Other Breeds	.				1	1	.
Total							

D. Total number of stakes races by breed:

2 Thoroughbreds 0 Quarter Horses 0 Appaloosas
 0 Arabians 0 Paints 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 (2) 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 or 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 E.1. 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, which racing colors are to be used?

G. List all post times for the daily racing program: Thursdays, Saturdays & Sunday - Race # 1:

1:45p.m., Race #2: 2:15 p.m., Race #3: 2:45 p.m., Race # 4:3:15 p.m., Race #5: 3:45 p.m., Race #6: 4:15 p.m., Race #7: 4:45 p.m., Race #8: 5:15 p.m., Race #9: 5:45 p.m.;
 Fridays: Race #1: 2:15 p.m., Race #2: 2:45 p.m., Race #3: 3:15 p.m., Race # 4: 3:45p.m., Race #5: 4:15 p.m., Race #6: 4:45 p.m., Race # 7: 5:15 p.m., Race #8: 5:45 p.m.

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: Alma Bowen, MarilynHerzog, Neysa Hinton, Kevin Howe, Teejay Lowe, Hugo Mata, Max Mickelsen, Marcia Mickelson, Rob Muelrath, Annette O’Kelley, Bev

3E RACING PROGRAM - 2020-2022 Sonoma County Fair Stakes Information

2022 Thoroughbred Stakes **“Wine Country Stakes Series”**

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

Luther Burbank Handicap – 52nd Running
\$75,000 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 6

Robert Dupret Derby – 11th Running
\$75,000 Added Overnight Hdcp
(Plus up to \$15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 13

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner’s Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

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

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: Max Mickelsen, Rob Muelrath, Hugo Mata, Kanani Reynolds, Neysa Hinton
- 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 12.B., who will be listed in the official program: Rebecca Bartling, CEO; Stacey Lapham, Director of Racing; Robert Moreno - 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

- A. 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: %
 - 1. 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 ten (10) percent nor more than twenty-five (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

- A. Complete the table below, providing the last five (5) 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
2021	\$23,941,769	3,445 (GGF limited patrons)
2020	\$24,706,799	n/a (GGF no patrons)
2019	\$19,741,800	27,074
2018	\$21,653,774	26,157
2017	\$28,822,331	32,779

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):**A. Purse distribution:**

1. All races other than stakes:

Current meet estimate:	\$1,227,856
Prior meet actual:	\$908,892

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

Current meet estimate:	\$153,482
Prior meet actual:	\$151,482

2. Overnight stakes:

Current meet estimate:	\$150,000
Prior meet actual:	\$114,700

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

Current meet estimate:	\$18,750
Prior meet actual:	\$19,117

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:	\$1,377,856
Prior meet actual	\$1,023,592

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

Current meet estimate:	\$138,635
Prior meet actual:	\$103,977

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

Current meet estimate:		Prior meet actual:	
CTT	\$4,148		\$3,111
TOC	\$8,295		\$6,221
NTRA	\$1,361		\$1,454
PCQHRA	\$750		\$0
CWRA	\$0		\$0
ARAC	\$1,430		\$1,073
AMRA	\$0		\$0
CHBPAPEN	\$14,046		\$10,535
CTHF	\$14,046		\$10,535

Total:	\$44,076	Total:	\$32,929
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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:	\$1,560,567
Prior meet actual:	\$1,160,496

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

Current meet estimate:	\$195,071
Prior meet actual:	\$193,416

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:	\$1,108,003
Prior meet actual:	\$823,952

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

Current meet estimate:	\$138,500
Prior meet actual:	\$137,325

F. Purse funds to be generated from interstate handle:

Current meet estimate:	\$452,565
Prior meet actual:	\$336,544

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

Current meet estimate:	\$56,571
Prior meet actual:	\$56,091

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 Rossman, MacDonald & Benetti, 3838 Watt Avenue, Suite E-500, Sacramento, CA, 95821, kevin@rmb-cpa.com, (916) 488-8630

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that 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 three (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 that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three 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 that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, 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: 800
- B. Minimum number of stalls believed necessary for the meeting: 760
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 600
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Alameda County Fairgrounds, Pleasanton - 600
- 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.

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. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall.
- H. State 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 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 on-site during training hours, workouts, and racing for the association and auxiliary sites.

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 (ARCI) 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

9A (1) - EQUINE EMERGENCY SERVICES

A.

- Dr. Forest Franklin - 916-585-2050 (onsite during racing hours)
- Dr. Casille Batten – 925-286-1421 (at GGF during training hours/at Santa Rosa during racing hours)
- Dr. Ashton Cloninger * – 415-264-1630 (onsite during training hours & Lasix hours)
- William Grantham * – Second Lasix veterinarian (onsite during Lasix hours)

* Race day Lasix veterinarian

<u>VETERINARIAN</u>	<u>EMERGENCY CONTACT #</u>
Dr. Ken Allison	650-642-4636
Dr. Kim Khulman	510-867-5871
Dr. Jerry Parker	650-642-5610
Dr. Don Smith	510-812-9275
Dr. Kendall Cannon	415-218-3231
Dr. Steve Matuszak	415-860-3001

The second group of veterinarians listed above use a rotating schedule to cover Sonoma County Fair and at auxiliary sites during training hours. TBD – Rotating schedule amongst above listing.

Horses wishing to work to become eligible to be removed from Veterinarian’s List must make appointment through the Test Barn secretary.

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	CARF WAGERING FORMAT	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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)*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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)*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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)*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #6	\$2DD; \$1E; \$1PK3 (when 8 races); \$.50 PNP (Pick 4 when 9 races); \$.50 PNP (Pick 5 when 10	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1976.9; CHRB 1979; CHRB	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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

Race #13 * For closing day n/a Yes No
 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 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. 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 14, 2022 (Closing Day of Sonoma County Fair’s Wine Country Racing
- 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 14, 2022.
- 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 10.B.:

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 &



Pacific Coast Quarter Horse Racing Association

June 17, 2022

Rebecca Bartling, CEO
Sonoma County Fair & Exposition, Inc.
1350 Bennett Valley Road
Santa Rosa, California 95404

RE: 2022 Sonoma County Fair (Santa Rosa) Race Meet ADW Approvals

Dear Becky,

This is to confirm that Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the Sonoma County Fair & Exposition, Inc. commencing on August 3, 2022 and continuing through August 16, 2022, California-licensed ADW providers TVG, Xpressbet, TwinSpires, NYRA Bets, Bet America, and Watch & Wager may accept wagers from California residents on races conducted at Sonoma County Fair and races conducted at all 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 June 17, 2022.

Please feel free to contact me if you have any questions.

Sincerely,

Dino Perez, Business Manager
Pacific Quarter Horse Racing Association



June 17, 2022

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

RE: 2022 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 2022 SCF race meeting commencing August 3, 2022 and continuing through August 16, 2022, 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

EXECUTIVE DIRECTOR: MARY FORNEY

NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL

SO CAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: 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



Mary W. Forney
Executive Director

cc: Stacey Lapham
Wayne Atwell

AssociationCatskill IAWCatskills OTBCentury Downs On-TrackCharles Town Race CourseCharlottetownChester Downs & MarinaCoeur d'Alene Casino---Coeur d'Alene GreyhoundColonial DownsColumbus RacewayConnecticut OTBConn OTB Acct WageringCorpus Christi GreyhoundCoushatta Casino ResortDaytonDelaware ParkDelta DownsDial A BetDiamond CasinoDover DownsEgg Harbour Turf ClubElite Turf Club 1 thru 10Elite Turf Club 11 thru 15Elite Turf Club 16 thru 17Elite Turf Club 18 thru 26Elite Turf Club 2 thru 3Elite Turf Club 4 thru 5Elite Turf Club 6 thru 8Elite Turf Club 9Emerald DownsEmpire City Bets YonkersEvangeline DownsEvansville OTBFair MeadowsFairgroundsFairgrounds ADWFanDuel 1-3Favorites at GloucesterFinger LakesFinger LakesBets.comFonner ParkFort ErieFoxwoodsFraser DownsFreeholdGillespie County DownsGlobal Wagering GroupGreentrackGulf GreyhoundGulfstream ParkGWS Bet365GWS German ToteHastings ParkHawthorne Hawthorne ADWHiawatha Horse ParkHippodromo Quinto CentenHippodromo MonterricoHoosier ParkHorseman's ParkIdabet.com/eBetIndiana DownsInternet Wagering - CapitalIowa GreyhoundJM Bens Airport Rd---Joe Mikes AntiguaJohn Martin's Manor RestauKentucky OTBLien GamesLincoln Race CourseLone Star ParkLouisiana DownsMagna BetMahoning Valley RCMaronasMaryland Jockey ClubMeadowlandsMeadows Acct WageringMeadows TheMeskwaki CasinoMiami Valley GamingMobile Greyhound ParkMohegan Sun CasinoMonmouth ParkMontana OTBMonterrico SimulcastingMountaineer ParkNassau Internet WageringNassau OTBNevadaNew Mexico - AlbqNewport Jai AlaiNJ MobileNorthfieldNorthlands Park IVRNorthlands ParkNorthvilleNYRANYRA ADWNYRA Bets ILNYRA Bets NYRAbets National 1 & 2NYRA Bets NY 1 & 2OaklawnOaklawn Park ADWOcean DownsOfftrackbetting.comOregon Off-trackPalace CasinoPanamaPariBet USPenn Acct WageringPenn Accounts xPA GroupPenn NationalPeru Jockey Club AWPPhiladelphia ParkPhiladelphia Park ADWPicov DownsPlainridge RCPlainridge Acc WageringPlayer Management GroupPlayer Manag Grp B thru VPOcono ADWPoconosPojoaquePony Bar St. ThomasPotawatomi Casino / OTBPrairie MeadowsPremier Gateway InternationalPremier Turf ClubPresque Isle DownsPrincess Casino SmlRacebetsRemington ParkRetama ParkRGSRGSGroup 1 - 9Rideau Carleton RacewayRillito ParkRocky Mountain Turf ClubRosecroft RacewayRoyal Beach CasinoRuidoso DownsRunning Aces Harness ParkSam HoustonSan Marco Curacao IslSaratoga Harness RacewaySaratoga BetsScarboroughScarlet Pearl D'IbervilleScioto DownsSeabrook GreyhoundSeabrook Greyhound PhoneShorline Star GreyhoundSkydancer CasinoSports CenterStellaris Marriott Aruba-----Suffolk District OTBSuffolk DownsSuffolk Otb InternetSunland ParkSun Ray Park & CasinoTauton Account WageringTauton Dog Track The Track On 2ThistledownTioga DownsTote Investment Racing Svc----Turf del NorteTurf ParadiseTVG-Harrahs Chester DownsTVG-ArizonaTVG-Groups 1 thru 9TVG-MassachusettsTVG-Prairie Meadows ADWTwin River GreyhoundTwinspires - Keeneland SelectTwinspires Mountain ViewTWS L White LabelValley Greyhound ParkVelocity Wagering Groups---Vernon DownsVirginia Equine Alliance-----Western Regional OTBWheeling DownsWill Rogers DownsWinna Vegas CasinoWoodbineWyoming Downs Evanston OTBWyoming Horse Racing LLCX The Spot OTB LGRXpressbet Arizona-----Xpressbet MarylandXpressbet Southern AlbertaYonkers OtbZia Park; 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 minisatellite wagering 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 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 that 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 fifty (50) imported Thoroughbred races statewide. The limitation of fifty 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
Arlington Park,	8/3 - 8/16	Selected Feature and/or Stakes Races
Canterbury Park,		
Charles Town,		
Delaware, Ellis Park,		
Emerald Downs,		
Evangeline Downs,		
Fingerlakes,		
Gulfstream, Indiana		
Downs, Louisiana		
Downs, Monmouth,		
Mountaineer, Penn		
National, Prairie		
Meadows, Presque Isle		
Downs, Ruidoso,		
Saratoga, Thistledown,		
Assiniboia, Australian		
Racing, Fort Erie,		
Hastings, South		
American Racing,		
United Kingdom,		
Woodbine		

- H. List imported simulcast races the fair plans to receive during the racing meeting that 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).

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 three (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 wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vaning deductions. Every fair shall pay to its Paymaster of Purses' account within three 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 wagering, 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) | Casille Batten, D.V.M. |
| Clerk of Scales | Ken Sjoldal |
| Clerk of the Course | Tina Walker-Bryant |
| Film Specialist | Danny Winick |
| Horse Identifier | Gary Greiner |
| Horseshoe Inspector | Agustin Rayas |
| Paddock Judge | Danny Winick |
| Patrol Judges | Myra Truitt & Kenneth Fowler |
| Placing Judges | Steve Martinelli & Lisa Jones |
| Starter | Todd Stephens |
| Timer | Chris Lapham |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|----------------|
| Director of Racing | Stacey Lapham |
| Racing Secretary | Robert Moreno |
| Assistant Racing Secretary | Linda Anderson |
| Paymaster of Purses | TBD |
| Others (identify by name and title) | |
- 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: 8/30/24
- E. Indicate 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 Communication, Inc. – Jim Porep (Expires 4/30/2023) Equipment description on file with Board: 5 Cameras – (3 Towers, 1 Pan (rooftop),

1-Hand Held used for Finish Line and Paddock).

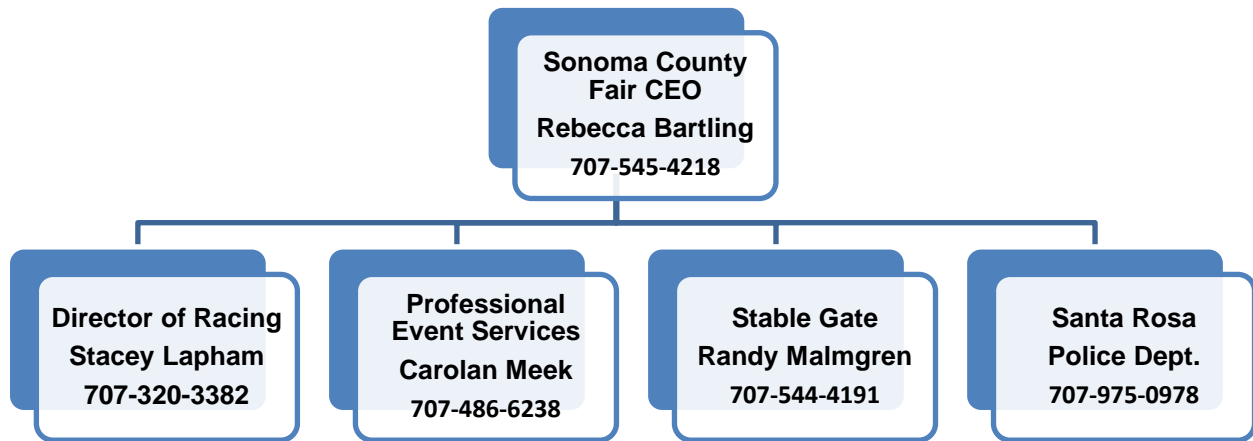
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Dedicated PC with connectivity to a hard wired electronic system surrounding the racetrack with infrared sensors at each 1/16th pole and both chutes. Pegasus Communication, Inc. – Jim Porep - Contract Expires: 4/30/2023.

14. SECURITY CONTROLS

- A. State the 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. Rebecca Bartling, CEO (707) 545-4218; Lt. Rick Kohut, Santa Rosa Police Department, currently in overall charge of sworn officers at the Fair. Police are dispatched from (707) 528-5222. Each day a different Sergeant will be on grounds for supervision of patrolmen. A list of these supervisors will be made available to CHRB Staff when supplied by SRPD. They are all dispatched from the same (707) 528-5222 number. Private security supplied by Professional Events Services: Carolan Meek: (707) 463-1733 office; (707) 486-6238 cell; Randy Malmgren, Stable Manager: (707) 544-4191 Stable Gate: (707) 544-4191
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 7 uniform guards, 8 gatemen – 1 night patrolman – 2 uniform police. Barn Area: 5 Security Officers, 2 Security Rovers, 3 Licensed Gatemen based 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.
 2. Detention Stalls:
 - a. Attach a plan for use of graded stakes or overnight races.
 - 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. Will comply with and follow CHRB directives.
 - b. Plan for enhanced surveillance for trainers with high-test results: Will comply with and follow CHRB directives.
 - c. Plan for detention stalls for repeat offenders: Will comply with and follow CHRB directives.
 - d. Number of security personnel assigned to the TCO2 program: As directed by CHRB
- C. Describe the electronic security system. Pegasus Communications provides and installs mobile surveillance equipment.
1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area

15. EMERGENCY SERVICES

Sonoma County Fair - Wine Country Racing Security Organization Chart



- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response/Sonoma Life Support; 930 South A Street, Santa Rosa, CA 95404; (707) 576-1365
 - 1. Attach a certification from the ambulance service(s) listed in 15.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: Royal Ambulance, 14472 Wicks Blvd., San Leandro, CA, 94577, (510) 568-6161
 - 1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- 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: Joan Kazmar (707) 490-8918
- 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: Santa Rosa Memorial Hospital – 1165 Montgomery Drive, Santa Rosa, CA 95405, Emergency Room (707) 525-5207
- 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.
- G. Names 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): Stacey Lapham – Director of Racing; Isaac Gentry, Maintenance Superintendent, Sonoma County Fairgrounds
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): Self Insured through County of Sonoma – See Attached
- 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 ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

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, which may be either permanent or mobile, that 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 (2) emergency medical technicians



KT McNulty, AMR Regional Director
Sonoma County

May 5, 2022

Becky Bartling, CEO
Sonoma County Fairgrounds
1350 Bennett Valley Road
Santa Rosa, CA 95404

Ms. Bartling,

Pursuant to your request for information about certification and licensure of our personnel, this letter is submitted as my certification that each of our Emergency Medical Technicians and Paramedics maintain the licenses required by the State of California and the Coastal Valleys EMS Agency.

All of our paramedics maintain current licensure by the State of California EMS Authority and are accredited by the Coastal Valleys EMS Agency to practice as paramedics in Sonoma County. Emergency Medical Technicians are certified by the Coastal Valleys EMS Agency or another local EMS agency whose certification is recognized statewide as prescribed in California Health & Safety Code, Division 2.5.

A sample of the state license for paramedics is attached. Photocopies of each paramedic's license are maintained in our files.

Please don't hesitate to contact me if further information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to be 'KT McNulty', is written over a light blue horizontal line.

KT McNulty
AMR Regional Director

CALIFORNIA

PARAMEDIC

Ambrose | Stevens

License #:

P23777

Effective:

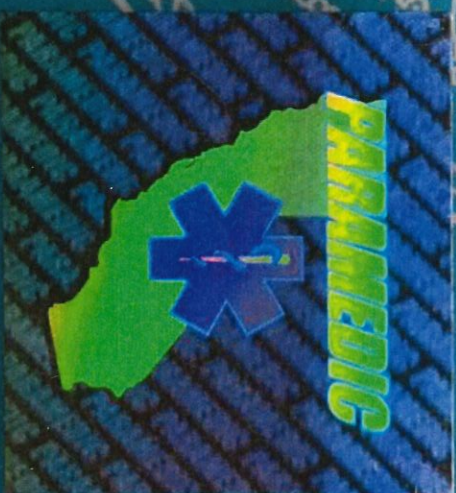
08/01/2020

Expiration:

07/31/2022

Status:

Active



	<u>INTUBATION KIT</u>		1 Ice Pack
1	Laryngoscope Handle, Adult		1 Nose Clip
1	Each Straight Blades size 2 & 3		1 Trauma Shears
1	Each Curved Blades size 3 & 4		<u>MCI KIT</u>
1	Each Cuffed ET Tubes 6-9	25	Triage Tags
1	Each i-Gel Size 3, 4, 5		Permanent Markers
1	Adult Stylette		Pencil
1	Flex Guide Tube Introducer		Pens
1	Syringe, 10cc		Legal Size Note Pad
1	ET Tube Holder Thomas Select, Adult		Medical Group Position Outline
1	Filterline Ad/Neo		CVEMSA Patient Destination
1	Magill Forceps, Adult		Tracking Forms
1	Each NPAs, 24-36fr		
1	Each OPAs, 50-100mm		<u>GLUCOMETER KIT</u>
6	KY Jellies	1	Glucometer
1	Tape, Cloth 1" (roll)	1	Canister Test Strips
2	Batteries, C	5	Lancets
		5	Band Aids
	<u>EZ IO KIT</u>	5	2x2 Non-Sterile
1	EZ-IO Power Driver	5	Alcohol Prep Pads
1	EZ IO (pedi)		
1	EZ IO (adult)		<u>BLOOD DRAW KIT</u>
1	EZ IO (lg adult)	3	Vacutainer Sleeves
1	IV Start Kit	3	Butterfly Needle Sets
1	Quick Reference Card	3	Tourniquets
1	Lidocaine Preload	10	2x2 Non-Sterile
1	10cc Normal Saline	6	Band Aids
		6	Iodine Preps
	<u>IV KIT</u>	1	Sharp Shuttle
2	Each Angiocaths 18,20		
1	Each Angiocaths 14,16,22,24		<u>D10 SETUP</u>
2	IV Start Packs		<i>Tape items together with transpore</i>
2	10cc Normal Saline	1	250cc bag D10
2	Extension Sets	1	Secondary Medication Set
1	1000cc Normal Saline		
1	Macro (10 drop) Set		
1	Sharp Shuttle		
1	Pillowcase		
	<u>Bandage KIT</u>		
2	Triangular Bandages		
2	Inch Stack of Non-Sterile 4x4 in ziplock		
1	Occlusive Dressing		
1	ABD Pad		
1	Roller Gauze		
1	Tape, Transpore 1" (roll)		
1	Tape, Cloth 1" (roll)		
1	Tape, Cloth 2" (roll)		
1	Tourniquet		

15.C EMERGENCY SERVICES

Describe the on-track first aid facility, including equipment and medical staffing:

Sonoma County Fair Emergency Care and Medical Facilities

Sonoma County Fair, as well as all Racing Fairs, provides emergency care which provides for comprehensive medical 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.

On-Track Staffing

One Advanced Life Support (ALS) Paramedic and one Emergency Medical Technician (EMT), from American Medical Response, are located in an on-track ambulance that follows at a safe distance from the horses racing during each race. 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.

Jockey Quarters Staffing

Licensed Physician on duty is responsible for care on an ongoing basis of jockeys, track staff, and personnel requiring non-emergency medical care.

Grandstands First Aid Staffing

As a back-up to any medical emergencies that happen on the track or backstretch or to any fans; the Fair also has a fully equipped First Aid Station located close to the Racing Grandstand at the northwest corner of the Hall of Flowers building. This location is staffed daily from 10:30 a.m. to 11:00 p.m. The contractor must provide at a minimum one person certified in ALS (Advanced Life Support) and one EMT; and there is an ambulance also located near this First Aid Station that is equipped with the same equipment as listed on the Ambulance inventory included in this application for the track ambulance.

Location of nearest Emergency Room Facility (Hospital) and Fire Department

Both the Emergency Room at Santa Rosa Memorial Hospital and Santa Rosa Fire Department are located less than 3 miles away from the Fairgrounds.

Physical Resources

Redundant communications 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.

Ambulance

See the following List of Supplies and Equipment

Equine First Aid

Sonoma County Fair provides the services of a state-of-the-art Horse Ambulance as well as a senior experienced driver who is responsible for the evacuation and disposition of injured horses.

15F - EMERGENCY SERVICES

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:

(English) Sonoma County Fair Racing Accident Procedures

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

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 the accident scene management. 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 Ambulance Gate to secure the area to allow swift and secure exit by the ambulance and prevent visitation from bystanders to 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 and 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. The 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 and/or horse from the track

Fair Association 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 Fair Association staff 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 for the management of the accident scene.

Announcer

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 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 sole purview of the senior member 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.

SECTION 15.F ATTACHMENT

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 (Spanish):

Procedimiento en caso de Accidente en Sonoma 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 sea necesario para tratar a la(s) victima(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 a la puerta designada para ambulancia e asgurar el area para que la ambulancia salga a la escenda del accidente 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. Una 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 decider si se sacrifica al caballo en la pista.
4. Sea posible hacerlo, se debe colocar la pantalla/screen para tapa 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 despues de que la persona o caballo accidentado haya sido trasladado del lugar.

Personal de la Feria / Fair Association 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 la feria que esten cerca del accidente deberan ayudar a tapar 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 apersonara rapidamente al lugar del accidente en el hipodromo. El gerente informara a los otros gerente sobre las lesiones sufridas.
2. Otro representante de la gerencia debera 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 locutor.
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 quien se debe comunicar en caso de que un jockey sufra un accidente.
5. Todos los anuncios publicos y respuestas a la prensa las realiza unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todos los Jefes de Departamento

Todos los Jefes de Departamento deben 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.



June 30, 2022

Isaac Gentry
Sonoma County Fairgrounds
P.O. Box 1536
Santa Rosa, CA 95402-1536

FIRE DEPARTMENT CLEARANCE - 1350 BENNETT VALLEY ROAD

As required by California Code of Regulations, Title 4, California Horse Racing Board (CHRB) Regulation #1927, the Santa Rosa Fire Department grants fire safety clearance for the Grandstand and Stable areas.

This clearance is based upon site inspections and compliance with fire protection requirements.

In accordance with the June 23, 1993, letter from CHRB Assistant Secretary Harold L. Diaz, the automatic fire alarms are not required to be installed as specified in CHRB Regulation #1927.

This clearance letter addresses the requirements of the CHRB "Reasonable Standard of Fire Safety" with exception to the automatic fire alarms.

If you should have any questions, please contact me at 707.543.3546 or by e-mail to dgambonini@srcity.org

A handwritten signature in blue ink, appearing to read "Devon Gambonini", is written over the email address.

Devon Gambonini
Fire Inspector

c: Paul Lowenthal, Fire Marshal

CHRB.LTR



Alameda County Fire Department
FIRE PREVENTION

www.acgov.org/fire

WILLIAM L. McDONALD
Fire Chief

**COUNTY
FIRE PREVENTION**
6363 Clark Street
Dublin, CA 94568
Tel (510) 632-3473
Fax (925) 875-9387

**DUBLIN
FIRE PREVENTION**
100 Civic Plaza
Dublin, CA 94568
Tel (925) 833-6606
Fax (925) 829-9248

**EMERYVILLE
FIRE PREVENTION**
1333 Park Avenue
Emeryville, CA 94608
Tel (510) 596-3759
Fax (510) 450-7812

**NEWARK
FIRE PREVENTION**
37101 Newark Blvd.
Newark, CA 94560
Tel (510) 578-4218
Fax (510) 578-4281

**SAN LEANDRO
FIRE PREVENTION**
835 E. 14th Street
San Leandro, CA 94577
Tel (510) 577-3317
Fax (510) 618-3445

**UNION CITY
FIRE PREVENTION**
34009 Alvarado-Niles Road
Union City, CA 94587
Tel (510) 675-5470
Fax (510) 487-2117

March 11, 2022

Jerome Hoban, CEO
Alameda County Fair
4501 Pleasanton Avenue
Pleasanton, CA 94566

RE: Annual Stable Area Inspections

Dear Mr. Hoban:

ACFD conducted inspections of the stable area on 3/1/2022 and 3/8/2022. Only maintenance items were present in the facility. No fire code violations were present as of the 3/8/2022 inspection.

Sincerely,

Bonnie S. Terra
Division Chief

Fiscal Year 22/23	CERTIFICATE OF SELF-INSURANCE	Issue Date 7-1-2022
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COVERED ENTITIES: County of Sonoma Sonoma County Agriculture Preservation and Open Space District Sonoma County Community Development Commission Sonoma County Fair and Exposition, Inc. Sonoma County Water Agency 575 ADMINISTRATION DR., 116-C SANTA ROSA, CA 95403-2881	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERED ENTITIES AND THE CERTIFICATE HOLDER.
--	--

COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
General Liability	July 1, 2022	July 1, 2023	\$1,000,000 per occurrence, no aggregate; self-insured
Automobile Liability	July 1, 2022	July 1, 2023	\$1,000,000 per occurrence; self-insured
Workers' Compensation	July 1, 2022	July 1, 2023	Statutory Limits: \$300,000 permissibly self-insured; excess coverage through Public Risk Innovation, Solutions and Management
Public Officials Errors and Omissions Liability	July 1, 2022	July 1, 2023	\$1,000,000 per wrongful act; no aggregate; self-insured
Property	March 31, 2022	March 31, 2023	Replacement cost value

Description of Operations/Locations/Vehicles/Special Items:

As Respects 2022 Sonoma County Fair Horse Racing August 4 - August 14, 2022

The Certificate Holder is an additional covered party to the extent required by the indemnification provisions of the above referenced contract. This shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the Covered Entities shown on this certificate.

The Covered Entities agree to waive recovery rights against the Certificate Holder with respect to the above referenced contract if required in writing in the contract.

Certificate Holder California Horse Racing Board (CHRB) 1100 Hurley Way, Suite 300 Sacramento, CA 95825	AUTHORIZED REPRESENTATIVE <i>IS/ Janell Crane</i> County of Sonoma Risk Manager 575 Administration Drive, Suite 116C Santa Rosa, CA 95403
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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. 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. 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. 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.

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: Spectra (formerly Ovations), Nick Nicora, 4501 Pleasanton Avenue, Pleasanton, CA, 94566; Wesco Graphics, Betty Estes, 410 East Grant Line Road B, Tracy, CA, 95376; Winners Circle Photography, Bill Vassar, 5075 Double Point Way, Discovery Bay, CA, 94514; United/Puett Starting Gate, Chris Costello, 224 Tater Hill Road, East Haddam, CT, 06423
- 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.
- B. Promotional/Marketing budget for this race meeting: Exceeds \$330,000
Promotional/Marketing budget for prior race meeting: On file with Board (GGF)
- C. Number of hosts and hostesses employed for meeting: Upstairs Grandstand Upper Level Guest Information Booth; wait service in Trackside Dining areas. In addition: 25 Ushers, 6 Guest Service Attendants and 5 Self-Service Betting Machine Attendants.
- D. Describe facilities set aside for new fans. Promotion of race coupons, vouchers, and other Wine Country Racing souvenirs to encourage fairgoer to go to the races during their fair visit. Promotion associates in the Grandstands assisting fans and first time bettors, including incentives/training for use of betting machines. VIP Experience offered to businesses or companies with over 50 guests. Includes hospitality area, meal and beverage service. Free daily racing seminar each fair day (more than 20 years continuously running). The Seminar is hosted by industry professionals and features daily high profile guests. Prizes and tips are given throughout the one hour seminar. Returning promotions and information services area providing novice fan information and wagering assistance. A \$2 betting voucher is offered to first time bettors making their bets in this area. Wine Country Hat Day at the Races - To be held on the final Saturday, August 13th. The Wine Country Hat Day ticket includes gate admission, grandstand seating, race program, hat competition, and refreshments with a named race and group photo taken in the Paddock. Proceeds benefit a non-profit. Derby Dog Dash Derby will be offered on Sundays. This encourages fairgoers who may not have considered going to the races to be in the grandstands and experience the racing program. Be sure to stop by the Sierra Nevada Taproom, located in Showcase near the Wine Country Racing grandstands. Take a break at the pub featuring local craft beer and Live Sporting Action and Wagering. Pull up a stool at our bar or relax in our Sonoma Chic Lounge & Sports Theater, featuring live music and major sporting events. Stop by and enjoy indoor and outdoor dining areas, large screen TV's and specialty beers.

Also, enjoy food from a local food purveyor! Our Honky Tonk Bar is located outside of the Sierra Nevada Taproom on the fair side of the southern entrance to the grandstand. This large bar and country music area links the fair patrons to the grandstand area. Trackside & Paddock View Dining Experiences are available in the grandstand and offer both group and single table options to our patrons. Trackside dining may be purchased in tables of four and is located on the North side of the grandstand box seat area. There are two Paddock View sections that are designed to accommodate groups of up to 26 patrons each. Both venues have been very popular and continue to bring new racing fans to Wine Country Racing.

- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Continued improvements have been added to the horsemen's trailer park. Ongoing annual maintenance of all barns. Trees in all racing areas of fairgrounds have been trimmed and manicured for safety purposes.
 2. Fans Ongoing enhancements to the Winners' Circle, finish line, and paddock area will continue to be implemented. ADA compliant wagering areas are offered throughout the grandstand for self service terminals and teller counters. All grandstand restrooms have been upgraded to meet ADA standards. Enhancements to grandstand designated box areas for trackside and paddock dining experiences.
 3. Facilities in the restricted areas New Duralock safety rail has been added to inside of turf track. Continue to extend the fairgrounds recycling program into the restricted racing areas. Ongoing maintenance and improvements in the barn/restricted area including new electrical wiring and repairs to roadways, barns, and gutters.

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.
- | | |
|------------------------------|---|
| Admission (general) | Fair Admissions: Adult: \$18/advanced sale \$14; Child (7-12): \$10; Seniors Special (Fridays only): \$1 |
| Admission (clubhouse) | n/a |
| Reserved seating (general) | Box Seat \$10/advanced sale \$5; Preferred Grandstand \$8/advanced sale \$5; Standard Grandstand \$5/advanced sale \$3.00 |
| Reserved seating (clubhouse) | n/a |
| Parking (general) | \$10.00 |
| Parking (preferred) | n/a |
| Parking (valet) | n/a |
| Programs (on-track) | \$3.00 |
| (off-track) | \$3.00 |
- B. Describe any "Season Boxes" or other special accommodation fees. Lower box seats \$167/seat season, Upper box seats \$137/seat season. Finish Line Seating (apron tables): advance sale \$10.00/once fair starts \$15.00. Trackside Dining: \$60 per table of 4, reserved table for 4. Paddock View Dining: \$650 – Reserved seating section for up to 26. Includes fair admissions and racing programs for the entire group.
- C. Describe any "package" plans such as combined parking, admission, and program. Season Admission Pass – Pre-sale Price \$50 for all 10 days of fair admission (\$180 value) Family Pack–Pre-sale Price \$57, Includes: 3 Adult Admissions, 2 Kids Admissions, 1 Parking (\$27 discount)

19. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters.
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many | 40 |
| <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. Separate area containing a dressing room, lounge area, sauna, showers, restroom, lockers, and bunks.

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing is scheduled for June 30, 2022.
- B. Number of rooms used for housing on the backstretch of the racetrack: 114
- C. Number of restrooms available on the backstretch of the racetrack: Total of 14 urinals, 20 toilets, 20 sinks, and 27 showers.
- D. Estimated ratio of restrooms to the number of backstretch personnel: 1:25

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: 5,143.9 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition. Dirt: 6% organic, 16% silt & clay; Turf Course: Tall Fescue
- C. The percent of cross slope in the straightaways is: 3% Main Track; 2% Turf Course
The percent of cross slope in the center of the turns is: 5 1/2% Main Track; 6% Turf Course
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., 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 rail is aluminum wrap gooseneck posts covered by rubber and thermoplastic, Outer rail is steel posts and steel rail. Approximate height is 40 inches. Turf Track: Inner rail is PVC safety rail by Duralock. Outer rail is aluminum rail on gooseneck posts permanently mounted.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Stacey Lapham
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- 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 that 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 ten (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.
- 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, that 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 Rule 1870 and Rule 1871, the CHRB shall be given fifteen (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.

X Rebecca Bartling Digitally signed by Rebecca Bartling
Date: 2022.06.07 16:36:05 -07'00'

Signature

Rebecca Bartling

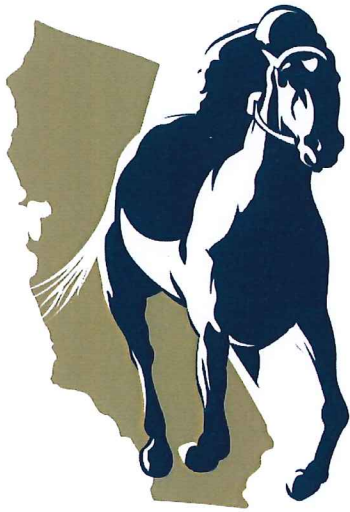
CEO

5/5/2022

Print Name

Print Title

Date



TOC

Thoroughbred Owners of California

Forging the Future

2022

Race Meet Agreement

BETWEEN

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

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2022 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 2022.

**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).

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 2022 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 2022 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 monies 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 2022 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 2022 Meet, TRACK agrees 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 2022 Meet and shall not file or participate in any action, claim or proceeding to seek 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 2022 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 2022, 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 are 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 in 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 2022 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 2022 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 2022 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 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 goodwill 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 that 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, and 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 Santa Rosa 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 Santa Rosa) 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 an 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 Santa Rosa 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 Santa Rosa will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACK'S 2022 Meet.

8.9 It is the intent of TRACK and TOC that the main track at Santa Rosa 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 Santa Rosahas 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 Santa Rosa is scheduled to be open for training, Santa Rosa 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 2022 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 the 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 2022 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2022 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 Santa Rosa enclosure during the 2022 Meet, except as expressly authorized by the management of Santa Rosa and in accordance with any applicable CHRB rule. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 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 Santa Rosa. 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 Santa Rosa.

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 2022 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 Santa Rosa 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 2022 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 2022 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 2022 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 Santa Rosa.
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 2022 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 mutual 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 occurrences 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, and 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 Mary Forney, Executive Director, 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

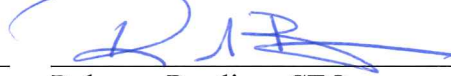
horse racing shall not be permitted. TOC contends that Daily Fantasy Sports is a form of wagering and should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at TRACK. TRACK and TOC agree that 50% of any revenue generated from Daily Fantasy 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 is 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: 6/16/2022  _____
Rebecca Bartling, CEO

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: June 12, 2022  _____
Mary Forney, Executive Director

ATTACHMENT A
Stakes Schedule, Overnight and Guaranteed Stakes

EXHIBIT 2

2022 Sonoma County Fair Proposed Stakes Schedule
Wine Country Stakes Series

Sonoma County Fair Date	Name	Condition	Distance	Purse	Type	2021
Saturday, August 06, 2022	Luther Burbank Handicap	3 yr & up F&M	One and 1/16 Miles TURF	\$75,000 guaranteed	Overnight	7 Starters
Saturday, August 13, 2022	Robert Dupret Derby	3 year olds	One and 1/16 Miles TURF	\$75,000 guaranteed	Overnight	6 Starters
2021		2022				
2 Stakes Offered		2 Stakes Offered				
2 Overnight Stakes @ 50K each		2 Overnight Stakes @ 75K each				

ATTACHMENT B
PURSE SCHEDULE

EXHIBIT 3

2022 SCF PURSES & CATEGORIES				
Category	Claiming	Condition	2021	2022
Allowance		Open or Cond	33,000	40,000
Allowance		NW x 1	27,000	27,000
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	27,000
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	28,000
Alw/Opt Claiming	\$80,000	NW x 3	29,000	30,000
Claiming	\$2,000	Open or Date		
Claiming	\$2,500	Open or Date	8,000	10,000
Claiming	\$3,200	NWX2/Clause	9,000	12,000
Claiming	\$3,200	Open or Date	9,000	12,000
Claiming	\$4,000	NW2/Lifetime	9,000	12,000
Claiming	\$4,000	NW3/Lifetime	9,500	12,000
Claiming	\$4,000	NW4 or Date	10,000	13,000
Claiming	\$4,000	Open or Date	10,500	13,000
Claiming	\$5,000	NW2/Lifetime	9,500	12,500
Claiming	\$5,000	NW3/Lifetime	9,500	12,500
Claiming	\$5,000	NW4 or Date	11,000	13,500
Claiming	\$5,000	NWX2/Clause	10,500	13,500
Claiming	\$5,000	Open or Date	11,000	14,000
Claiming	\$6,250	NW2/Lifetime	10,000	12,000
Claiming	\$6,250	NW3/Lifetime	10,000	12,500
Claiming	\$6,250	NW4 or Date	11,000	14,000
Claiming	\$6,250	Open or Date	12,000	15,000
Claiming	\$8,000	NW2/Lifetime	10,000	13,000
Claiming	\$8,000	NW3/Lifetime	10,500	13,000
Claiming	\$8,000	NW4 or Date	12,000	15,000
Claiming	\$8,000	Nw2x/Clause	11,500	14,500
Claiming	\$8,000	Open or Date	12,000	15,000
Claiming	\$10,000	NW2/Lifetime	10,500	14,000
Claiming	\$10,000	NW3/Lifetime	10,500	14,000
Claiming	\$10,000	Open or Date	14,000	17,000
Claiming	\$12,500	NW2/Lifetime	11,000	14,000
Claiming	\$12,500	NW3/Lifetime	11,000	14,000
Claiming	\$12,500	Nw2x/Clause	13,000	16,000
Claiming	\$12,500	Open or Date	15,000	18,000
Claiming	\$16,000	NW2/Lifetime	12,000	15,000
Claiming	\$16,000	NW3/Lifetime	12,500	15,000
Claiming	\$16,000	Open or Date	17,000	20,000
Claiming	\$20,000	NW3/Lifetime	14,000	16,000
Claiming	\$20,000	Nw2x/Clause	18,000	20,000
Claiming	\$20,000	Open or date	20,000	23,000
Claiming	\$25,000	NW2/Lifetime	15,000	18,000
Claiming	\$25,000	Open or Date	23,000	25,000
Claiming	\$32,000	Open or Date	24,000	27,000
Claiming	\$40,000	Open or Date	25,000	28,000
Claiming	\$50,000	Open or Date	26,000	28,000
Claiming	\$62,500	Open or Date	26,500	28,000
Claiming	\$80,000	Open or Date	27,000	30,000
Maiden Claiming	\$5,000		8,500	12,000
Maiden Claiming	\$8,000		9,500	12,500
Maiden Claiming	\$12,500		10,000	13,000
Maiden Claiming	\$16,000		11,000	14,000
Maiden Claiming	\$20,000		13,000	15,000
Maiden Claiming	\$25,000		14,000	17,000
Maiden Claiming	\$32,000		15,000	18,000
Maiden Claiming	\$40,000		16,000	19,000
MDN ALW			26,000	28,000
Starter Allowance	2500			
Starter Allowance	\$4,000		11,000	14,000
Starter Allowance	\$2500		13,000	15,000
Starter Allowance	3000		14,000	16,000
Starter Allowance	12500		15,000	18,000
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	17,000	20,000
Overnight Stakes			50,000	75,000
3yo Races will be written 3yo or 3up NW 3	* Purse equal to open race			

ATTACHMENT C
AUXILIARY TRAINING FACILITIES

TOC has approved the Stakes schedule and Purse Categories on the condition that an auxiliary stabling agreement is worked out between CARF and Santa Rosa to the TOC satisfaction. As of June 5th, 2022, such stabling agreement between CARF and Santa Rosa has been worked out.

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.

2022

RACING AGREEMENT

BETWEEN

SONOMA COUNTY FAIR & EXPOSITION, INC.

AND

**PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.**

AGREEMENT

This Agreement is between SONOMA COUNTY FAIR & EXPOSITION, INC. (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 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 Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2022. 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 a county fair organized and existing under the laws of the State of California, and is a public entity. For purposes of conducting Quarter Horse racing at a fair meet, 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 warrants and represents that it has the authority to enter into this Agreement and that this agreement shall be binding upon TRACK, its member's agents, employees and officials during the term of the Agreement.

(b) PCQHRA is a horsemen's organization representing owners and trainers of Quarter Horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provision of the California Horse Racing Law and the Rules and Regulations of 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 Quarter 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, Chapter 4.

(d) The parties agreed that PCQHRA's representative capacity and authority to contract is for the year 2022 only.

4. (a) TRACK shall 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 19614.1 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, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(b) 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 locations 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.

(c) TRACK will provide, within 15 days after the conclusion of the 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 premiums.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%) of earned purses payable to PCQHRA within 15 days and 31 March of 2020 when 6% Expenses are finalized, subject to authorization of the CHRB, 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 race meet, if TRACK has incurred an underpayment to Quarter Horse horsemen less than \$5,000, such amount shall be carried over to the next year. If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) during the race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meet. All overpayments will be deducted from the amount payable as stakes and purses at TRACK'S next meeting.

7. Pursuant to Section 19543 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 numbers of races daily are specified in the license application. TRACK will offer as many Quarter Horse races as the 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 this Agreement, any person, whether a member or 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 Quarter 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 be settled by them by 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. Since time is of the essence in settling such disputes, in the event of the 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 the Agreement and make best effort to provide a representative be present at TRACK to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before June 2022 with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK, 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. In the event of cancellation of a race, TRACK shall make its best effort to offer a "mixed breed" race at 870 yards in substitution, Quarter Horses shall be preferred. In no event will a Quarter Horse race be canceled due to less than 7 entries if other breeds competing at TRACK'S meet are allowed to run with fewer than 7 entries. 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 secretary(s) and stall superintendent(s) 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 this TRACK shall not be permitted to occupy stall space or enter Quarter Horses to race 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 Horses to the total of all races scheduled in 2022. 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 the race meet at TRACK.

(b) 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. If feasible, TRACK shall allow representative to occupy trailer space.

(c) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHRB license.

(d) 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.

(e) 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 by reason of 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%; Seventh Place, 1%; and Eighth Place, 1%. In the event there is less than an eight-Quarter Horse field, the applicable percentage will be paid out as purse money in 2022 or as retroactive money. In addition, TRACK will pay \$50 as a starter fee to each Quarter Horse horse that starts a race as a performance purse and the Racing Secretary will insert the following statement in the condition book: "Races with a net value of \$1,500 or less to the winner will not be considered in eligibility or allowances." Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the meet on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) Supplemental purse monies have been eliminated for 2022. However, Track shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter Horses running at the race meet. Following the last day of race meet, Track shall provide PCQHRA with an accounting of all monies allocated at the meet. At the conclusion of the meet, Track 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 TRACK.

(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.

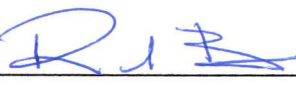
(d) Subject only to this Agreement and applicable law, the management of TRACK's premises and the conduct of race meets is the sole prerogative of TRACK.

Dated 5-3-22
PACIFIC COAST QUARTER HORSE RACING
ASSOCIATION, INC.

By: 
Dino Perez, Business Manager

Address: PCQHRA
P.O. Box 919
Los Alamitos, California 90720

Dated 5/4/22
SONOMA COUNTY FAIR & EXPOSITION, INC.

By: 
Rebecca Bartling, CEO

1350 Bennett Valley Road
Santa Rosa, California 95404



2022

RACE MEET AGREEMENT

BETWEEN

SONOMA COUNTY FAIR

AND

CALIFORNIA THOROUGHbred TRAINERS

August 3, 2022 – August 16, 2022

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2022 RACE MEET AGREEMENT

SONOMA COUNTY FAIR

THIS AGREEMENT is entered into by and between the SONOMA COUNTY FAIR, 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 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 to the thoroughbred race meet conducted by TRACK under license from the California Horse Racing Board for the period commencing August 3, 2022 through August 16, 2022, which meet is hereinafter referred to as the "2022 Meet."

II. PURSE PROJECTIONS

During the 2022 Meet, 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 2022 Meet 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/Trust and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan/Trust 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 2022 Meet 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 account with TRACK is delinquent. 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 NCOTW, 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 Santa Rosa on the stable loudspeakers at Golden Gate Fields and Santa Rosa, and on the bulletin boards and on the overnights at each TRACK.

6.7 TRACK shall, with regards to trailer spaces, 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 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 2022 Meet.

6.9 TRACK will maintain its racing surfaces 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 the meet. 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 2022 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 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 2022 Meet, 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 2022 Meet.

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 V 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 2022 Meet.

IX. FIRST POST TIME

All Post times for the 2022 Meet 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 2022 Meet, 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 2022 Meet. 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 2022 Meet, 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 2022 Meet, 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 and grass course during the 2022 Meet and while they are open for training preceding and following the 2022 Meet. 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 2022 Meet, to have a manned, operating starting gate for training on the main track.

TRACK agrees to provide an official vet at offsite stabling cites 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 2022 Meet, 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 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 2022 Meet 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, stall applications and applicants, 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 2022 Meet, 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 2022 Meet.

XXIV. MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or TRACK, 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, to Rebecca Bartling, Chief Executive Officer, 1350 Bennett Valley Drive, Santa Rosa, CA 95404;

(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.

SONOMA COUNTY FAIR

6/27/2022
Dated:



Rebecca Bartling
Chief Executive Officer

CALIFORNIA THOROUGHBRED TRAINERS, INC.

June 27, 2022
Dated:



Alan F. Balch
Executive Director

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of June 15, 2022 (the "Effective Date") by and between the Sonoma County Fair and Exposition, Inc. ("SCF"), 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 SCF'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, SCF, TOC, and CTT to hereby agree as follows:

1. Term. This Agreement shall take effect on August 3, 2022 and shall continue through August 16, 2022 (the "Term").

2. Cost to Horsemen. The owner shall pay to SCF (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 SCF. 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 to SCF. SCF 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. SCF shall initially hire two (2) furosemide veterinarians to administer the race day furosemide. If SCF 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, SCF 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. 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 term 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, than 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 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. SCF, 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 SCF, TOC, and CTT. Except for SCF, 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.

Sonoma County Fair and Exposition, Inc.

By: 

Name: Rebecca Bartling

Title: CEO

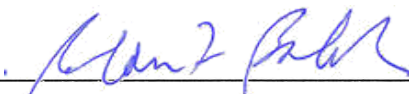
Thoroughbred Owners of California, Inc.

By: 

Name: Mary W. Forney

Title: Executive Director

California Thoroughbred Trainers, Inc.

By: 

Name: Alan F. Balch

Title: Executive Director

Exhibit A

Sonoma County Fair 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-250mg (3cc 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 Sonoma County Fair 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 Sonoma County Fair or have arrived at Sonoma County Fair 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 SCF 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 Sonoma County Fair or have not arrived at Sonoma County Fair 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 Sonoma County Fair 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 Sonoma County Fair 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 Sonoma County Fair, if the horse is not stabled at Sonoma County Fair, Sonoma County Fair 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.

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. 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 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.

Agenda Item 8

STAFF ANALYSIS DISCUSSION AND ACTION BY THE BOARD REGARDING AN AMENDMENT TO THE APPLICATION FOR THE ADVANCE DEPOSIT WAGERING PROVIDER GAME PLAY NETWORK, INC., PURSUANT TO BOARD RULE 2072(L).

Regular Board Meeting
July 14, 2022

ISSUE:

At its November 19, 2020, regular meeting, the California Horse Racing Board (Board) granted Game Play Network, Inc. (GPN) an approval as an (out-of-state) advance deposit wagering (ADW) provider. GPN submitted a letter advising the Board of recent officer changes. Mr. Edward Lower has been appointed to the position of Chief Operating Officer, filling a position vacant since 2018. Additionally, Mr. Aaron Fischer has been appointed to the position of Chief Financial Officer, filling a position vacant since 2018. The current approval for GPN is active through December 31, 2022.

ANALYSIS:

Pursuant to [Board Rule 2072](#), Approval to Conduct Advance Deposit Wagering by an out-of-state Applicant, subsequent to the issuance of an approval to conduct Advance Deposit Wagering, changes or amendments to information or operating procedures contained in an application 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 19604](#) provides the Board may authorize a racing association, racing fair, betting system, or multijurisdictional wagering hub to conduct advance deposit wagering in accordance with this section.

RECOMMENDATION:

This item is presented for Board discussion and action.



June 1, 2022

ELECTRONIC MAIL

Ms. Amanda Drummond
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825
(amdrummond@chrb.ca.gov)

Re: Changes to Officers of Game Play Network, Inc.

Dear Amanda:

This letter is to formally advise you of the recent officer changes that have occurred with respect to the officers of Game Play Network, Inc.

- Mr. Edward Lower has been appointed to the position of Chief Operating Officer filling a position vacant since 2018.
- Mr. Aaron Fisher has been appointed to the position of Chief Financial Officer filling a position vacant since 2018.

If you have any questions in connection with this matter, please do not hesitate to contact me.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read 'Russell Fine', with a stylized flourish at the end.

Russell Fine

President

Game Play Network, Inc.

rfine@bspot.com

cc: Nicole Lopes-Gravely

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING CALIFORNIA THOROUGHBRED BREEDERS ASSOCIATION, REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT ALAMEDA COUNTY FAIRGROUNDS IN PLEASANTON, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES

Regular Board Meeting
July 14, 2022

ISSUE

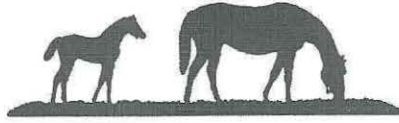
Pursuant to Board Rule 1807, Authorized Horse Sales, California Thoroughbred Breeders Association request Board approval of its upcoming horse sale scheduled for August 17, 2022, at Alameda County Fairgrounds in Pleasanton, California.

BACKGROUND

Board Rule 1807, Authorized Horse Sales, provides that the Board may authorize a horse sale or horse auction sale for the sale of racehorses or breeding stock that is used in the production of racehorses, to be held on the premises of a racing association, and the authorization and approval of such horse sale or horse auction sale shall be upon such conditions as may be imposed by the Board.

RECOMMENDATION

This item is presented for Board discussion and action.



CALIFORNIA THOROUGHBRED BREEDERS ASSOCIATION
A Non-Profit Organization of Breeders of Thoroughbred Horses

July 1, 2022

Scott Chaney, Executive Director
CHRB

RE: Board Approval for CTBA NorCal Yearling & Horses of Racing Age Sale

Mr. Chaney,

The CTBA will host its annual northern California sale on August 17th, at Alameda County Fairgrounds in Pleasanton. It is expected that there will be approximately 140 horses on the grounds for the sale beginning August 13th through August 18th. This sale includes mostly yearlings, with a small percentage of racing age horses.

The CTBA has, and will continue to, implement all necessary safety protocols for this sale.

We appreciate your continued support of horse sales in the state.

Sincerely,

Doug Burge
President

Agenda Item 10

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING FASIG-TIPTON'S REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT FAIRPLEX IN POMONA, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.

Regular Board Meeting
July 14, 2022

ISSUE

Pursuant to Board Rule 1807, Authorized Horse Sales, Fasig-Tipton Co., Inc. request Board approval of its upcoming horse sale scheduled for September 27, 2022, at Fairplex in Pomona, California.

BACKGROUND

Board Rule 1807, Authorized Horse Sales, provides that the Board may authorize a horse sale or horse auction sale for the sale of race horses or breeding stock that is used in the production of race horses, to be held on the premises of a racing association, and the authorization and approval of such horse sale or horse auction sale shall be upon such conditions as may be imposed by the Board.

RECOMMENDATION

This item is presented for Board discussion and action.

Subject: Fasig Tipton Yearling Sale Approval

Good Morning Francisco,

Thank you for the email, we are having our annual yearling sale on September 27th at Fairplex park again. We plan to have roughly 300 horses again and continue a strong market for California breeders.

The horses will be on the grounds from September 23rd-28th. We will have all required protocols in place as well.

Thank You,

A handwritten signature in black ink, appearing to read "Mike Machowsky", with a long, sweeping horizontal line extending to the right.

Mike Machowsky California/Account Representative

626-483-2500

CALIFORNIA HORSE RACING BOARD

July 14, 2022

REGULAR BOARD MEETING

There is no board package material for Item 11

CALIFORNIA HORSE RACING BOARD

July 14, 2022

REGULAR BOARD MEETING

There is no board package material for Item 12

CALIFORNIA HORSE RACING BOARD

July 14, 2022

REGULAR BOARD MEETING

There is no board package material for Item 13