

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

(916) 263-6000

information@chrb.ca.gov

REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, May 16, 2024**, commencing at **9:30 a.m.** at the **California Exposition and State Fair Grandstand, 1600 Exposition Boulevard, Sacramento, 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 April 18, 2024.**
2. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Alameda County Fair at Pleasanton**, commencing June 12, 2024, and continuing through July 9, 2024, inclusive.
3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles County Fair at Los Alamitos**, commencing June 19, 2024, and continuing through July 9, 2024, inclusive.
4. Discussion and action by the Board regarding an **Amendment to the Application to conduct Advance Deposit Wagering (ADW) by provider Churchill Downs Technology Initiatives Company dba TwinSpire and dba BetAmerica**, pursuant to board rule 2072(I).
5. Discussion and action by the Board on the **Application for approval to conduct Advance Deposit Wagering of AmWest Entertainment, LLC, an out-of-state multi-jurisdictional wagering hub**, for a period of up to two years.
6. Discussion and action by the Board on the new **Application for license to operate a minisatellite wagering facility at Gaslamp Tavern LLC**, San Diego, California, for a period of up to five years.
7. 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(I).

8. Discussion and action by the Board regarding creation of the **Board support formula for fiscal year 2024-2025.**
9. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
10. **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.
11. **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).
12. **Adjournment.**

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. 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 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, Deputy Executive Director

CALIFORNIA HORSE RACING BOARD

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information@chrb.ca.gov**PENDING ADMINISTRATIVE ADJUDICATIONS**
MAY 2024

The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(c) and (e). This shall include any matters mentioned below and/or permitted by law.

CASE

- A. Proposed Decision in the Matter of the Complaint against Trainer Jennifer Sabot**
Case Number: SAC 24SW0002

- B. Proposed Decision of Appeal of Board of Stewards Decision Trainer Terri Eaton and Owner Cori Soltau, DVM**
Case Number: 23BM0005 and 23BM0006

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information@chrb.ca.gov**PENDING LITIGATION**
MAY 2024**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**
Court of Appeal, 4th Appellate District
- C. Baltas v. California Horse Racing Board (Et. al)**
Superior Court of California, County of Los Angeles
- D. Jamgotchian v. California Horse Racing Board**
U.S. District Court, Central District of California
- E. Jamgotchian v. Lewis et al.**
Superior Court of California, County of Alameda

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1010 Hurley Way, Suite 300
Sacramento, CA 95825

www.chrb.ca.gov

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



REGULAR BOARD MEETING MINUTES

Date and Time: April 18, 2024, at 9:30 a.m.

Location: California Exposition and State Fair Grandstand
1600 Exposition Boulevard
Sacramento, CA 95815

Board Members Present: Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Damascus Castellanos, Member
Dennis Alfieri, Member (arrived at 9:55 a.m.)
Brenda Washington Davis, Member
Thomas Hudnut, Commissioner

Staff Members Present: Scott Chaney, Executive Director
Jeff Blea, Equine Medical Director
Rita Baker, Executive Assistant

1. APPROVAL OF THE MINUTES OF MARCH 21, 2024.

Motion: Approve.

Motioned/Seconded: Castellanos/Hudnut.

Roll call vote: Aye: Davis, Gonzales, Castellanos, Hudnut, Ferraro. **Nay:** None. **Absent:** Alfieri/Mitchell. **Motion carried.**

Page 9 in the Board transcript.

2. DISCUSSION AND ACTION REGARDING THE PROPOSED AMENDMENTS TO CHRB RULE 1840 (VETERINARY PRACTICES AND TREATMENTS RESTRICTED) AND RULE 1890 (POSSESSION OF CONTRABAND) TO PROHIBIT ENDOSCOPY AND MEDICATIONS ADMINISTERED BY HYPODERMIC NEEDLES OR NASOGASTRIC TUBES EXCEPT BY AUTHORIZED INDIVIDUALS. (NOTE: THIS CONCLUDES THE 45-DAY PUBLIC COMMENT PERIOD. THE BOARD MAY ADOPT THE PROPOSAL AS PRESENTED.)

Motion: Approve.

Motioned/Seconded: Castellanos/Davis.

Roll call vote: Aye: Hudnut, Castellanos, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** Mitchell. **Abstain:** Alfieri. **Motion carried.**

Pages 26–29 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE REQUEST FROM THE CALIFORNIA AUTHORITY OF RACING FAIRS (CARF) TO DESIGNATE THE FOLLOWING 2024 ALLOCATED RACE DATES AS A COMBINED FAIR HORSE RACING MEETING,

Proceedings of the Regular Meeting of April 18, 2024

PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 19549.1: ALAMEDA COUNTY FAIR AT PLEASANTON, JUNE 12, 2024 TO JULY 9, 2024; CALIFORNIA EXPOSITION AND STATE FAIR, JULY 10, 2024 TO JULY 30, 2024; HUMBOLDT COUNTY FAIR AT FERNDALE, AUGUST 21, 2024 TO SEPTEMBER 17, 2024; AND THE BIG FRESNO FAIR, SEPTEMBER 18, 2024 TO OCTOBER 15, 2024.

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

Roll call vote: Aye: Hudnut, Castellanos, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** Alfieri/Mitchell. **Motion carried.**

Pages 10-13 in the Board transcript.

4. DISCUSSION REGARDING **BOARD SUPPORT FORMULA FOR FISCAL YEAR 2024-2025.**

Motion: None.

Motioned/Seconded: None.

Roll call re-vote: Aye: None. **Nay:** None. **Absent:** Mitchell. **Discussion only.**

Pages 29-40 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD TO APPROVE THE **REQUEST BY 1ST RACING TO AMEND THE CURRENT CORPORATE STRUCTURE** DESIGNATED ON THE SANTA ANITA AND GOLDEN FIELDS RACING LICENSE.

Motion: Approve.

Motioned/Seconded: Davis/Hudnut.

Roll call re-vote: Aye: Davis, Castellanos, Hudnut, Gonzales, Ferraro. **Nay:** None. **Absent:** Alfieri/Mitchell. **Motion carried.**

Pages 14-16 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON THE **REQUEST FROM THE LOS ANGELES TURF CLUB TO APPROVE A NEW WAGER** TO BE IMPLEMENTED DURING THEIR EXISTING RACE MEET.

Motion: Approve.

Motioned/Seconded: Gonzales/Hudnut.

Roll call re-vote: Aye: Davis, Gonzales, Hudnut, Castellanos, Ferraro. **Nay:** None. **Absent:** Alfieri/Mitchell. **Motion carried.**

Pages 16-24 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD REGARDING AN **AMENDMENT TO THE APPLICATION FOR THE ADVANCE DEPOSIT WAGERING (ADW) PROVIDER XPRESSBET, LLC** PURSUANT TO BOARD RULE 2072(L)

Motion: Approve.

Motioned/Seconded: Gonzalez/Castellanos.

Proceedings of the Regular Meeting of April 18, 2024

Roll call vote: Aye: Davis, Castellanos, Gonzales, Hudnut, Ferraro. **Nay:** None. **Absent:** Alfieri/Mitchell. **Motion carried.**
Pages 24-26 in the Board transcript.

8. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 41–42 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 42–52 in the Board transcript.

9. PUBLIC COMMENT.

Pages --- in the Board transcript. No public comment.

The Board went into Closed Session at 10:33 a.m. and later adjourned.

Proceedings of the Regular Meeting of April 18, 2024

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

STAFF ANALYSIS
 DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE
 TO CONDUCT A HORSE RACING MEETING OF THE ALAMEDA COUNTY FAIR
 (ACF), AT PLEASANTON, COMMENCING JUNE 12, 2024, AND CONTINUING
 THROUGH JULY 9, 2024

Board Meeting
 May 16, 2024

Application: Alameda County Fair at Pleasanton

Breeds: Thoroughbred, Quarter Horse

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

JUNE 2024						
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						

JULY 2024						
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	24	26	27
28	29	30	31			

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Cal Expo fire clearance valid through 06/12/24. Will be renewed prior to meet. Received 45-day exemption request. Golden Gate Fields auxiliary training facility through 06/19/24.	Rule 1420(g)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	No agreement needed. Stabling involves only CARF fairs. ACF will not be vanning horses.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Alameda fire inspection completed 03/22/24. Café under construction and not included in inspection. Received 45-day exemption request.	Rule 1927

Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed 05/01/24. Follow-up backstretch inspection scheduled the week of 05/06/24.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Preliminary track safety inspection completed 04/15/24. Follow-up track safety inspection scheduled on 05/28/24.	Rule 1471(g)
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Workers' compensation coverage valid until 07/01/24.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	California Thoroughbred Trainers Association – received 04/17/24. Pacific Coast Quarter Horse Racing Association – received 04/17/24. Thoroughbred Owners of California – received on 05/15/24.	Rule 2044
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Inclement Weather Policy – received 04/17/24. Concussion Protocol Policy – received 04/17/24. Track Emergency Procedures – received 04/26/24.	Rule 1432
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	_____	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	_____	BPC 19481.3

Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	_____	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	_____ Thoroughbred Owners of California – received on 05/15/24. Pacific Coast Quarter Horse Racing Association – received on 05/15/24.	BPC 19604 & 19604(b)(1)(C)
Administrative Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Active Licenses Required Signatures	Rule 1481 Rules 1433 & 1437

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calairs.com

April 11, 2024

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

Dear Honorable Members of the CHRB Board,

The California Authority of Racing Fairs (CARF) has reviewed and will adopt the provisions outlined in the Inclement Weather Policy as posted on the CHRB website for the duration of all future meets.

This compliance applies to the Alameda County Fair, California State Fair, Humboldt County Fair and Big Fresno Fair.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

April 11, 2024

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

Dear Honorable Members of the CHRB Board,

The California Authority of Racing Fairs (CARF), representing the Alameda County Fair, California State Fair, Humboldt County Fair and Big Fresno Fair, agree to adopt the CHRB Concussion Protocols for the fair racing meets as outlined in the Horseracing Integrity and Safety Authority (HISA) Rule 2192.

Pursuant to California Business and Professions Code section 19583.9 the veterinarian who will provide monitoring during morning workouts is Dr. Bill Grantham, CHRB License #076118. He will be available on training and racing days from 6:00 a.m. until 11:00 a.m.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calairs.com

April 26, 2024

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

Dear Honorable Members of the CHRB Board,

The Alameda County Fair hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the website, for the duration of the proposed race meet.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

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: Alameda County Fair, Alameda County Fair Agricultural Association, 4501 Pleasanton Avenue, Pleasanton, CA, 94566, Phone: 925-426-7000, Fax: 925-426-7599
- 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. Jerome Hoban, CEO, 925-426-7501, jhoban@alamedacountyfair.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: June 12-July 9, 2024
- B. Actual dates racing will be held: June 14, 15, 16, 21, 22, 23, 28, 29, 30, July 4, 5, 6, 7
- C. Dates racing will NOT be held: June 12, 13, 17, 18, 19, 20, 24, 25, 26, 27, July 1, 2, 3, 8, 9
- D. Total number of racing days: 13
- E. Days of the week races will be held: Friday- Sunday, Thursday, July 4
 Wednesday – Sunday Tuesday – Saturday Other (specify)

3. RACING PROGRAM

- A. Total number of races: 133
- B. Number of races by breed:
120 Thoroughbreds 13 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

CHRB CERTIFICATION		
Application received: Reviewed:		Hearing date: Approved date: License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	10	0	0	0	8	8	10
Other Breeds	1	0	0	0	1	1	1
Total	11	0	0	0	9	9	11

D. Total number of stakes races by breed:

5 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).
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.

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: See Exhibit 2

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: Greg Ahern, Allen Aldrich, Jack Balch, Gordon Galvan, Bill Harrison, Ed Hernandez, Jenessa Hofmann, Wyman Hong, Frank Imhof, Rose Johnson, Clayton Koopmann, Ryan Lalonde, Heather McGrail, Chuck Moore, George Pacheco, Caitlin Ryan, John Smith, Casey Walvoord, Tim Weaver, Robin Wilma, Brenda Vieux

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Greg Ahern, Allen Aldrich, Gordon Galvan, Jenessa Hofmann, Frank

CHRB 3.E – CARF EXHIBIT 1

CARF STAKE SCHEDULE - PLEASANTON

2024	2023	2022
<p>She's A Tiger Stakes \$50,000 Guaranteed 3-Year-Olds & Up, Fillies & Mares, 8.5 Furlongs Saturday, June 22</p>	<p>She's A Tiger Stakes \$75,000 Guaranteed 3-Year-Olds & Up, Fillies & Mares, 8.5 Furlongs Saturday, June 24</p>	<p>She's A Tiger Stakes \$75,000 Guaranteed 3-Year-Olds & Up, Fillies & Mares, 8.5 Furlongs Saturday, June 25</p>
<p>Everett Nevin Futurity (Cal-Bred) \$75,000 Guaranteed 2-Year Olds 5.5 Furlongs Sunday, July 7</p>	<p>Everett Nevin Futurity (Cal-Bred) \$75,000 Guaranteed 2-Year Olds, Fillies 5.5 Furlongs Saturday, July 1</p>	<p>Everett Nevin Futurity (Cal-Bred) \$75,000 Guaranteed 2-Years Old, Fillies 5.5 Furlongs Saturday, July 2</p>
<p>Oak Tree Sprint \$50,000 Guaranteed 3-Years Old & Up 6 Furlongs Saturday, June 29</p>	<p>Oak Tree Sprint \$75,000 Guaranteed 3-Years Old & Up 6 Furlongs Sunday, July 9</p>	<p>Oak Tree Sprint \$75,000 Guaranteed 3-Years Old & Up 6 Furlongs Saturday, July 9</p>
<p>Pleasanton Mile \$150,000 Guaranteed 3-Years Old & Upward 1 Mile 70 Yards Sunday, July 7</p>	<p>Pleasanton Mile \$150,000 Guaranteed 3-Years Old & Upward 1 Mile 70 Yards Sunday, July 9</p>	
<p>Mary Clare Schmitt Stakes (Cal Bred) – Golden State Series \$75,000 Guaranteed 3-Years Old & Up, Fillies & Mares 6 Furlongs Saturday, June 15</p>	<p>Mary Clare Schmitt Stakes (Cal Bred) – Golden State Series \$75,000 Guaranteed 3-Years Old & Up, Fillies & Mares 6 Furlongs Sunday, July 2</p>	

CHRB 3(G) – CARF EXHIBIT 2

ALAMEDA COUNTY FAIR, PLEASANTON

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2024

RACE	DAILY
1	1:45 PM
2	2:15 PM
3	2:45 PM
4	3:15 PM
5	3:45 PM
6	4:15 PM
7	4:45 PM
8	5:15 PM
9	5:45 PM
10	6:15 PM
11	6:45 PM
12	7:15 PM

Imhoff, Clayton Koopmann, Chuck Moore

- 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: Jerome Hoban (CEO), Tiffany Burrow-Loushin (Director of Entertainment, Agriculture & Progaming), Craig Braddick (Announcer), Juliana Gomes (Program Manager), Kevin Ingram (Stable Superintendent), Lisa Jones (Clerk of Course, Emerging Breed), Lisa Wilkerson (Stewards'Aide), Kenneth Sjoldal (Assistant Clerk of Scales)
- 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). Jerome Hoban - CEO, Alameda County Fair, 4501 Pleasanton Avenue, Pleasanton, CA, 94566, jhoban@alamedacountyfair.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
2023	\$40,551,801	57,735
2022	\$40,072,344	69,559
2021	\$37,943,213	26,163
2020	\$41,430,608	6,490
2019	\$36,768,682	75,325

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: \$1,687,430
 Prior meet actual: \$1,808,606

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

Current meet estimate: \$129,802
 Prior meet actual: \$139,124

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: \$375,000
 Prior meet actual: \$455,000

Average Daily Purse (7A3 ÷ number of days):

Current meet estimate: \$28,846
 Prior meet actual: \$35,000

4. Total Purses (7A1 + 7A2 + 7A3):

Current meet estimate: \$2,062,430
 Prior meet actual: \$2,263,606

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

Current meet estimate: \$155,636
 Prior meet actual: \$166,812

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

Current meet estimate:		Prior meet actual:	
CTT	\$4,834		\$5,181
TOC	\$9,668		\$10,362
NTRA	\$2,033		\$2,179
PCQHRA	\$1,442		\$1,546
CWRA	\$0		\$0
ARAC	\$0		\$0
AMRA	\$0		\$0
CHBPAPEN	\$14,501		\$15,542
CTHF	\$14,501		\$15,542
Total:	\$46,979	Total:	\$50,352

- 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: | \$2,265,045 |
| Prior meet actual: | \$2,485,426 |
- Average Daily Purse (7D ÷ number of days):
- | | |
|------------------------|-----------|
| Current meet estimate: | \$174,234 |
| Prior meet actual: | \$191,822 |
- 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: | \$1,573,819 |
| Prior meet actual: | \$1,686,837 |
- Average Daily Purse (7E ÷ number of days):
- | | |
|------------------------|-----------|
| Current meet estimate: | \$121,063 |
| Prior meet actual: | \$129,757 |
- F. Purse funds to be generated from interstate handle:
- | | |
|------------------------|-----------|
| Current meet estimate: | \$119,501 |
| Prior meet actual: | \$128,083 |
- Average Daily Purse (7F ÷ number of days):
- | | |
|------------------------|---------|
| Current meet estimate: | \$9,192 |
| Prior meet actual: | \$9,853 |
- 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 Avenue, 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: 684
- B. Minimum number of stalls believed necessary for the meeting: 1,200
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 800
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: California State Fair, 1600 Exposition Blvd., Sacramento, CA, 95815, 916-263-3230. No contract in place. Golden Gate Fields - no contract in place.
- 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). 884
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. \$8.90
- H. State estimated cost to provide vaning from off-site stalls for this meeting. Show fees to be paid for vaning per-horse. Alameda County Fair will not be vaning 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. Forrest Franklin (State Veterinarian) 916-585-2050/Dr. Ashton Cloninger (Morning Fitness Veterinarian), 415-254-1630; available at Pleasanton and Dr. Kathy Jones, 916-813-3356, available at Sacramento. Both facilities: June 1-July 7, 2024 from 6AM-11AM.
 - 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 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	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #2	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #3	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #4	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #5	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #6	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #7	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #8	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #9	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #10	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #11	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #12	Attached Exhibit 3		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #13	N/A		<input type="checkbox"/> Yes	<input type="checkbox"/> No

- 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. None.
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout will occur Monday, October 14, 2024 at Fresno.
- E. List any options requested with regard to exotic wagering. Add a \$100,000 guarantee to the Pick 4 on Sunday, July 7, 2024. See attached Exhibit 3 for exotic wagering options.
- 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: American Totalisator, Inc. (Amtote), Representative: Bob Sloan, 443-798-0878, bob.sloan@amtote.com. Contract expires October 29, 2025. Equipment description on file with CHRB.
- H. List below the takeout percentage for each type of wager identified in 10.B.:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

CHRB 10.B – CARF Exhibit 3

2024 CARF Wagering Menu – Pleasanton, Sacramento, Ferndale, Fresno

	W/P/S	Exacta	Trifecta	Superfecta	DD	Pick 3	Pick 4	Pick 5	Pick 6	Pentafecta
1	X	X	X	X	X	X	X		*	
2	X	X	X	X	X	X		*	*	
3	X	X	X	X	X	X		*	*	
4	X	X	X	X	X	*		*	*	
5	X	X	X	X	*	*	*	*	*	
6	X	X	X	X	*	*	*	*	*	*
7	X	X	X	X	*	*	*	*	*	*
8	X	X	X	X	*	*	*	*		*
9	X	X	X	X	*	*	*			*
10	X	X	X	X	*	*				*
11	X	X	X	X	*					*
12	X	X	X	X						*

*When Applicable

Wager	Rule	Takeout	Minimum Wager Amount & Other Information
Win, Place, Show	CHRB 1954	16.77%	\$2 Win, Place and Show wagers are available on every race. Place wagers require 4 separate wagering interests and Show wagers require 5.
Exacta	CHRB 1959	24.02%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	25.02%	\$1 Trifecta on all eligible races. Requires 4 wagering interests.
Superfecta	CHRB 1979.1	25.02%	\$1 Superfecta (10-cent minimum) on all eligible races. Requires 6 wagering interests.
Daily Double	CHRB 1957	24.02%	\$2 Rolling Daily Double
Pick 3	CHRB 1977	25.02%	\$1 Rolling Pick 3 on all eligible races.
Pick 4 ⁽²⁾	CHRB 1976.9	25.02%	\$1 (50-cent minimum) early and late Pick 4. No consolation; 100% payout; alternate runner provision.
Pick 5	CHRB 1976.9	25.02%	\$1 Pick 5 (50-cent minimum) on last 5 races. 100% payout for 5 winners; if none, 25% payout to ticket with most winners. No consolation, 75% carryover to next day's Pick 5 if no ticket has 5 winners; alternate runner provision.
Gold Rush Pick 6 ⁽¹⁾	ARCI #004-105(G)(2)(g)(16)(b)(ii)	25.02%	20-Cent Jackpot Pick 6. Last 6 races of all cards. 100% payout for a single unique ticket selecting all 6 winners OR 40% payout on multiple tickets selecting all 6 winners or tickets with the most winners. 60% carryover if no single unique ticket.
Gold Strike Super High 5 ⁽¹⁾	ARCI 004-105(X)-Pentafecta (5) Option (4), para b	25.02%	20-cent Jackpot Super High 5 on last race of the day. 100% payout for a single unique ticket selecting first 5 finishers OR 40% payout on multiple tickets selecting first 5 finishers. 60% carryover if no single unique ticket, 100% carryover if no tickets with first 5 finishers. Only a single ticket with a unique serial number and .20 cent base wager, or Foreign Equivalent, can trigger the jackpot payout.

¹ In 2024, there will be mandatory payouts of the Pick 5 and Jackpot pools on Monday, October 14, 2024, at Fresno.

² In 2024, there will a \$100,000 guaranteed pool for the Pick 4 on Sunday, July 7, 2024, at Pleasanton.

Race #1	Attached Exhibit 3
Race #2	Attached Exhibit 3
Race #3	Attached Exhibit 3
Race #4	Attached Exhibit 3
Race #5	Attached Exhibit 3
Race #6	Attached Exhibit 3
Race #7	Attached Exhibit 3
Race #8	Attached Exhibit 3
Race #9	Attached Exhibit 3
Race #10	Attached Exhibit 3
Race #11	Attached Exhibit 3
Race #12	Attached Exhibit 3
Race #13	N/A

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting. CARF, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with: TVG, XpressBet, Watch & Wager, Twin Spires, Bet America and NYRA Bets CA.
- 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. Agreements will be provided prior to CHRB license application hearing.

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). Agreement On File.
- 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: Attached Exhibit 4.
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: Attached

CHRB 12(C) - CARF Exhibit 4

California Satellite Locations

Alameda County Fair, Pleasanton
Antelope Valley Fair, Lancaster
Big Fresno Fair, Fresno
Cabazon Fantasy Springs Casino, Indio
California State Fair & Exposition, Sacramento
Del Mar Thoroughbred Club, Del Mar
Fairplex Park, Pomona
Golden Gate Fields, Albany
Hollywood Park Casino, Inglewood
Los Alamitos Racecourse, Los Alamitos
Monterey County Fair, Monterey
National Orange Show, San Bernardino
San Bernardino County Fair, Victorville
San Joaquin County Fair, Stockton
San Mateo Event Center, San Mateo
Santa Anita Park, Arcadia
Santa Clara County Fair, San Jose
Solano County Fair, Vallejo
Sports Pavilion, Lake Perris
Ventura County Fair, Ventura
Viejas Casino, Alpine

Exhibit 5.

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Attached Exhibit 5.
- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: Attached Exhibit 6.
- 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”. Attached Exhibit 7.

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
Attached Exhibit 7.		

- 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 Horse	Per CHRB	Full Card
Cal Expo Night Racing	Standardbreds	Per CHRB	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

CHRB 12(D & E) - CARF Exhibit 5 Out of State Locations (if applicable)

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarlet Pearl Casino (MS)
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scioto Downs
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Seabrook Greyhound
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Southland Greyhound
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	State Fair (Lincoln, NE)
Arizona Downs	Favorites at Gloucester (NJ)	Mobile Greyhound	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes	Monmouth Park (NJ)	Suffolk District OTB
Barbados Turf Club	Finger Lakes ADW	Montana OTB	Suffolk Downs
Batavia	Fonner Park	Monticello	Sunland Park
Belterra Park	Freehold (NJ)	Mountaineer Park	SunRay Park & Casino
BetAmerica	Gillespie County Fair	Nassau Regional OTB	Tampa Bay Downs
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Taunton ADW
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton Dog Track Inc.
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	The Downs at Albuquerque
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	Thistledown
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Tioga Downs
Capital District OTB	Bet365, Ladbrokes Coral, UK Tote	Cedar Downs OTB	Tri-State GH (Mardi Gras)
Catskills OTB	4 Racing/Gold Coast (South Africa)	Northville Downs	Turf del Norte (Mexico)
Charles Town Race Course	Gold Strike Casino (MS)	NYRA	Turf del Norte - Tribeca (D. R.)
Churchill Downs	Grants Pass (& Oregon OTB's)	NYRA ADW	Turf Paradise
Colonial Downs	Greenetrack	Oaklawn Park	Turfway Park
Columbus Raceway	Greyhound at Post Falls	Oaklawn Park ADW	TVG
Connecticut OTB	Gulfstream Park	Ocean Downs	TVG High Volume
Bradley Teletheater, Bristol	Harrah's Philadelphia (Chester)	Panama	Twin River Greyhound
New Britain, Norwalk, Milford	Harrington Raceway	PariBet ADW	TwinSpires
East Haven, Hartford, Putnam	HarringtonBets ADW (DE regional)	PariBet OTB (North Dakota)	TwinSpires High Volume
Shoreline Star, Sports Haven	Hawthorne Race Course	PARX	US Off Track ADW
Torrington, Waterbury	Hawthorne ADW	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Hoosier Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Horseman's Park	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Horseshoe Council Bluffs (William Hill)	Peru	WatchandWager ADW
Connecticut OTB ADW	Idabet	Plainridge Race Course	Western OTB
Coushatta Casino	Indiana Downs	Plainridge ADW	Wheeling Downs
Paragon Casino	Clarksville/Evansville OTB	Player Management Group	Will Rogers Downs
Ho-Chunk Casino	Intermountain Racing	PlayUp Limited ADW	Wyoming (307 Racing)
Mohegan Sun Casino	Jockey Club Brasilia	Pocono Downs ADW	Wyoming OTB
Oneida Bingo and Casino	Keeneland	Pocono Downs/OTB	Wyoming Downs
Pony Bar Simulcast Center	Keeneland Select ADW	Pointsbet	XpressBet
Tote Investment Racing	Kentucky Downs	Prairie Meadows	Yonkers Raceway
Randall James Racetrack	Kentucky OTB	Premier Gateway International	Yonkers ADW (EmpireCityBets)
Millenium Racing	Lewiston OTB's	Premier Turf Club	Youbet Group 1
Royal Beach Casino	Lien Games	Presque Isle	Zia Park
Divi Carina Bay Casino	Chips Lounge/Rumors OTB	Racing & Gaming Services	123Gaming
Winner's Circle	Howard Johnsons OTB	Remington Park	
Corpus Christi Greyhound	Skydancer Casino OTB	Remington OTB Network	eparate Pool Locations
Dayton Raceway	X the Spot (Virgin Islands)	Retama Park	Betting Exchange
Delaware Park	Offtrackbetting ADW	Rillito Park	Camarero (Puerto Rico)
Delta Downs	Lone Star	Ruidoso Downs	Caymanas (Jamaica)
Dover Downs	Louisiana Downs	Running Aces Harness Park	Chile
Dubuque (Iowa Greyhound)	LVDC	Sam Houston	Codere (Mexico)
Wild Rose OTB's	Atlantis Paradise Casino	Valley Greyhound Park	MIR Books (Caliente)
Egg Harbor ITW (NJ)	Buffalo Thunder Resort	Saratoga Harness Raceway	NDS Books (Nevada)
Elite Turf Club	Foxwoods Resort Casino	Saratoga Bets (ADW)	Suaposta (Brazil) ADW
	Mahoning Valley		Tabcorp (Australia)
			Turkish Jockey Club
			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, Hiawatha, 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

CHRB 12(F) - CARF Exhibit 6

California Mini-Satellite Locations

Commerce Casino, Commerce
Firehouse Restaurant, Bakersfield
Lake Elsinore Casino, Lake Elsinore
OC Tavern, San Clemente
Sammy's Original, Lake Forest
Santa Clarita Lanes, Saugus
The Derby Room at Glen Arden, Glendale
The Derby Room, Norco
Tilted Kilt, Thousand Oaks

CHRB 12(G) - CARF Exhibit 7

Import Tracks (if applicable)

California imports are restricted by statute and established in a coordinated effort by Host Tracks after race cards are established. Import race dates and race numbers will vary.

Aqueduct
Assiniboia Downs (Canada)
Belterra Park
Belmont Park
Canterbury Park
Century Downs (Canada)
Delaware Park
Ellis Park
Emerald Downs
Evangeline Downs
Fairgrounds
Fairmount Park
Finger Lakes
Fort Erie (Canada)
Gulfstream Park
Hastings Park (Canada)
Hawthorne Park
Indiana Grand
Keeneland Race Course
Kentucky Downs
Laurel Park
Lone Star Park
LARC (South America) via Gulfstream Hub
LARC (South America) via Maryland Hub
Louisiana Downs
Monmouth Park
Mountaineer Park
Oaklawn Park
PARX Racing
Penn National
Prairie Meadows
Presque Isle Downs
Retama Park
Sam Houston
Saratoga Race Course
Sunland Park
Sunray Park
Thistledown
Turf Paradise
Turfway Park
Woodbine (Canada)
Zia Park

- A. Racing officials nominated:
- | | |
|-----------------------------|-----------------------------|
| Association Veterinarian(s) | Casille Batten, DVM |
| Clerk of Scales | Steve Fisher |
| Clerk of the Course | Tina Walker-Bryant |
| Film Specialist | Steve Fisher |
| Horse Identifier | Gary Greiner |
| Horseshoe Inspector | Augustine Rayas |
| Paddock Judge | Jayme Thomas |
| Patrol Judges | Jayme Thomas, Mayra Troske |
| Placing Judges | Jakob Wipfli, Angela Couton |
| Starter | Todd Stephens |
| Timer | Gene Barsotti |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|--|
| Director of Racing | Larry Swartzlander |
| Racing Secretary | Tom Doutrich |
| Assistant Racing Secretary | Linda Anderson |
| Paymaster of Purses | Heather Haviland |
| Others (identify by name and title) | Doug Gooby (Mutuel Manager), Steve Wood (Track Superintendent) |
- 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, Telephone: 650-573-9339, pdqcsr@comcast.net
- 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 12/31/25)
- 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 Communications, Jim Porep (expires 4/30/29), Equipment description on file with CHRB: 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 Communications, Jim Porep (expires 4/30/29)

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. Racetrack/Grandstand: Alameda County Sheriff Chief: 925-426-7525, Liaison Officer: Commander Colby Staysa 510-529-5451 and Sergeant Kevin Estep 925-321-1796.
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Sheriff's Deputies: 8, Barn Area: 3 Licensed Gatemen on 8/hour shifts per daily, 1 night rover, nightly.
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or

CHRB 14(A) - CARF Exhibit 8

Alameda County Fair - Security Department Organizational Chart

Security during the live meet is coordinated by a number of groups. Day-to-day training security items are handled by the Stable Manager in concert with Condor personnel assigned to the Guard Shack and Barn Area. Racetrack, Grandstand and Fairground security items are coordinated between Fair Management, Alameda County Sherrif's Department and Condor. Daily meetings are held and, should issue escalate, Fair Management, Condor Management, and the Sherriff's Department become involved as necessary.

Alameda County Agricultural Fair Association

Jerome Hoban, CEO	925-567-6032
Clint Eastman, Director of Operations	925-596-3131
Tiffany Burrow-Loushin, Director of Entertainment Agriculture & Programing	925-567-6053
Vivian Wu, CFO Risk Manager	925-567-6034

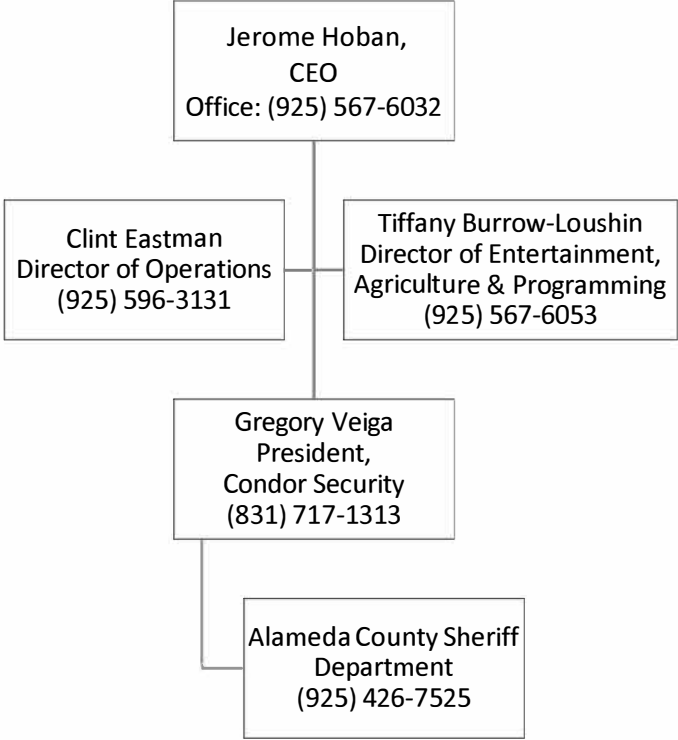
Condor Security of America

Gregory Viega, President	831-717-1313
Jose Moya, Vice President	831-821-0956
Barn Area Guard Office, Various Personnel	925-426-7519

Alameda County Sheriff's Department

Fairgrounds Command Center	925-426-7525
Commander Colby Staysa	510-529-5451
Sergeant Kevin Estep	925-321-1796

NOTE: Confidential cell phone numbers are made available to CHRB Staff. Additional security related personnel are available by direct radio contact.



CHRB 14(B)(1)

Alameda County Fair – Enhanced Security for Stakes Races with Purse of \$100,000 or More

One security guard shall be assigned to observe each horse entered in a \$100,000 race on race day. The guard will assume their position 6 hours prior to the post time of the stakes race. The guard will have a video surveillance camera, a communication device, and a logging device. The guard must log every person who enters the stall of the racehorse. Information logged will include name, time, CHRB license number and type of license.

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 Thoroughbred races where horses are determined by a random algorithm generator.
- b. Plan for enhanced surveillance for trainers with high-test results: Trainers with high test results will be moved to the detention area.
- c. Plan for detention stalls for repeat offenders: Trainer will be relocated to ten (10) stalls adjacent to the Test Barn with 24-hour 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.

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: Royal Ambulance Service, Steve Grau, President, 14472 Wicks Blvd., San Leandro, CA 94577, 877-995-6161. Equine Service: One (1) Kimsey horse ambulance on site with two (2) personnel assigned. Equine equipment includes a coolant apparatus, leg splints and tarps for coverage

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: California State Fair: American Medical Response, 1101 Fee Drive, Sacramento, CA, 95815, 916-563-0838.

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 letter.

- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Breena Silzinoff, NP, 559-977-8477.

- 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: Valley Care Medical Center, 5555 W. Las Positas, Pleasanton, CA, 94588, 925-416-3418.



Compassion. Commitment. Caring

April 02, 2024

Tiffany Loushin
Alameda County Fairgrounds
4501 Pleasanton Ave
Pleasanton, CA 94566

Royal Ambulance Inc. complies with all Federal, State and local requirements to operate as an Ambulance Company in Alameda County and other jurisdictions where we provide service. Our EMT's are Certified by the California Emergency Medical Services Authority and copies of the Certifications will be provided upon request

Sean Young

Sean Young

Operations Manager
14472 Wicks Blvd
Sant Leandro, CA 94577
510-568-6161



ALAMEDA COUNTY EMERGENCY MEDICAL SERVICES

NON-EMERGENCY AMBULANCE CERTIFICATE OF OPERATION

This is to certify that:

ROYAL AMBULANCE

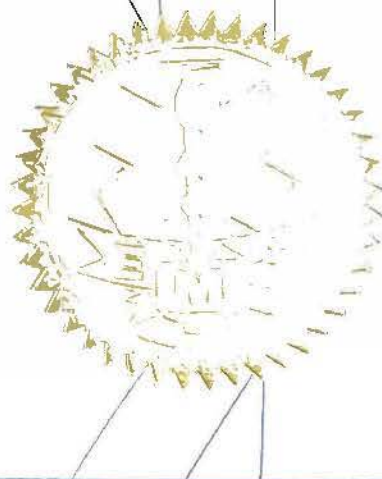
is authorized to provide non-emergency ambulance transportation within the boundaries of Alameda County. The above meets all of the requirements contained in the Alameda County Ambulance Ordinance and has passed equipment, staffing and vehicle inspections.

This certificate is valid from **December 6, 2022** to **December 5, 2024**

for **BASIC LIFE SUPPORT and CRITICAL CARE NON-EMERGENCY TRANSPORT**



Lauri McFadden
Alameda County EMS Director



Zita Konik, MD
Alameda County EMS Medical Director



March 13, 2024

To whom it may concern,

American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. All of our paramedic staff are licensed with the California Emergency Medical Services Authority (EMSA) in addition to being accredited by the LEMSA (local emergency medical services) in the area(s) in which they are practicing. The current status of any Paramedic License can be verified by CA EMSA on their website: <http://www.centralregistry.ca.gov/Search.aspx>. In addition to annual inspections by the LEMSA, our vehicles are inspected and permitted annually by the CHP. Specific personnel licenses or vehicle permits are available for viewing on request at the local AMR Sacramento office.

Please feel free to contact me if you require further information.

Sincerely,
Mark Mendenhall
Operations Manager
AMR – Sacramento County



February 27, 2024

RE: Item 15C, Pleasanton Racing License: Emergency Services

Emergency services for training and during the annual race meet, at the Pleasanton Race Track, is provided by Royal Ambulance. The information for Royal Ambulance has been provided for the license as an attachment to the license. Royal provides two EMT's on their ambulance.

- There will be a Paramedics stationed at the entrance to the track on a mini-ambulance, complete with all paramedic equipment and a stretcher. The mini ambulance is an ambulance that has been built using a type of golf cart for easy access in small or crowded areas. The Alameda County Fire Department will be bringing two of these units to the Fair this year; one dedicated to the race track and one to the fair. The mini ambulance will not be driving around the race track following each race with Royal Ambulance, but will be stationed at the entrance, ready to go out if needed.
- In addition to the paramedic on the mini ambulance there are additional paramedics at the first aid station, located directly across from the paddock, Jockeys room and race track.

The Paramedics have to perform a basic life support assessment before they can treat, which is the same as what the BLS EMT's have to perform. In cases of an accident the EMT's in the ambulance would start the basic life support assessment and the paramedic would arrive at the site of the accident to provide advanced life support if/or as needed.

Regards,

Tiffany Burrow-Loushin
Director of Agriculture, Entertainment & Programming

- 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): Vivian Wu, Health & Safety Manager and Patti Coonce, Assistant 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: Jetter Golf: Dana and Greg Jetter, 4501 Pleasanton Ave., Pleasanton, CA, 94566. Racing Form: Daily Racing, Wicks Sports, 100 Broadway, 7th Floor, New York City, N.Y., 1005. Program: Daily Racing, Wicks Sports, 100 Broadway, 7th Floor, New York City, N.Y., 1005. Winners Circle Photos: Vassar Photo, Bill Vassar, 5075 Double Point Way, Discovery Bay, CA, 94514. Jockey Laundry Service Winner's Circle Laundry, Donald Fowler Jr., 539 Woodside Oaks #3, Sacramento, CA, 95825. Starting Gate: United/Puett Start Gate, Michael Costello, 1 Soundview Loop, S. Salem, N.Y., 10590. Sound System: PCE, 7601 Woodwind Drive, Huntington Beach, CA, 92647. Armor Car: NOTWINC, 6801 Koll Center Parkway, Suite 140, Pleasanton, CA 94566.
- B. Does the fair plan to provide its own concessions? Yes No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

CHRB 15(F) - CARF Exhibit 9

Jockey Emergency Medical Procedures - English

CARF 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 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 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.

CHRB 15(F) - CARF Exhibit 10

Jockey Emergency Medical Procedures - Spanish

Procedimiento en caso de Accidente en CARF

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) 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 al cuart del jockey para asegurar el area donde la ambulancia estara 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/Vetennano 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 heridoa deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.
3. El veterinano del hipodromo debera decidir 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 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 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 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.



a California joint powers agency

1776 Tribute Road, Suite 205
Sacramento, CA 95815
Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

April 16, 2024

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

Dear Honorable Members of the CHRB Board,

The Alameda County Fair fire inspection was conducted February 8, 2024, resulting in a written “pass” without violations. A reinspection was conducted on March 22, 2024, also resulting in a “pass”. We respectfully request a 45-day exemption from the standards of CHRB Rule 1927, as the Alameda County Fair will be complying with all local fire requirements and safety standards during the 2024 racing season.

The California State Fair will provide auxiliary stabling during the Pleasanton meet and we respectfully request the same exemption. When complete, the fire clearance resulting from the inspection at California State Fair will be provided to the appropriate CHRB staff member to fulfill the obligation of our racing license.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs



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 25, 2024

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 2/8/24. For the 2024 Fair Race Meet. Only maintenance items were present in the facility. A reinspection was completed on 3/22/24. Corrections have been completed or will be completed by the start of the 2024 Fair Race Meet. It should be noted that the Stable Café is still under construction and not included in this release.

Sincerely,

Bonnie S. Terra
Division Chief



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - North
2251 Harvard Street, Suite 130, Sacramento, CA 95815
(916) 568-3826

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-34-91-0001-00024

JURISDICTION: Life Safety North

BUILDING OWNER:

BUILDING NAME: HORSE / BACKSTRETCH
BARNs A-Z

BUILDING ADDRESS: 1600 Exposition Blvd, Sacramento, CA 95815

INSPECTION INFORMATION

Inspection Number : 142622

Inspection Type: Annual

Inspection Date : 06/12/2023

Inspection Status : Passed

Inspector: Cliff DuGranrut

Inspection Hours : 0.5

Inspector Signature: 

Travel Hours : 0

Inspection Comments: An inspection of the Backstretch Stables has been performed. Deficiencies have been corrected and no further inspections are required. The facility is clear to occupy per the CHRB requested inspection.

Accompanied By: 

Signed: 06/13/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety North at (916) 568-3826 for assistance.

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: Alameda County Fair

Mailing Address: 4501 Pleasanton Avenue
Pleasanton, CA 94566

Protection Period: From July 1, 2023 at 12:01 a.m. Pacific Standard Time until July 1, 2024.

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

- A. Attach a copy of the promotional and marketing plans for the race meeting.
- B. Promotional/Marketing budget for this race meeting: \$75,000
Promotional/Marketing budget for prior race meeting: \$82,000
- C. Number of hosts and hostesses employed for meeting: Trackside Terrace: 2, Sky Lounge: 2.
- D. Describe facilities set aside for new fans. Daily racing seminars located on the Grandstand Stage adjacent to the Paddock.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
 - 1. Horsemen Sky Lounge: This room was formally the Fair Directors' VIP Lounge. It has been remodeled, renamed and opened to the public . Horsemen and the public will be able to make reservations. The cost is \$65 per person or \$67.50 per person at a table with a personal television, both of which includes a buffet lunch.
 - 2. Fans The racing signal broadcast has been updated to HD throughout the grandstand.
 - 3. Facilities in the restricted areas The tack rooms, shed rows, hot walker areas, stalls and common areas of the Barn Area have had a thorough cleaning., including stall repairs and barn repainting.

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.

Admission (general)	Free with Fair Admission
Admission (clubhouse)	N/A
Reserved seating (general)	General Grandstand seating is free.
Reserved seating (clubhouse)	N/A
Parking (general)	\$15
Parking (preferred)	\$25
Parking (valet)	N/A
Programs (on-track)	\$3.00
(off-track)	\$3.00
- B. Describe any "Season Boxes" or other special accommodation fees. Box seats are sold seasonally for the race meet. Box seats are available as 4-seat, 6 seat and 8-seat boxes. There are no price increases for seasonal boxes. Prices are held at the 2017 rates.
- C. Describe any "package" plans such as combined parking, admission, and program. Family Fun Pack: \$50 includes 4-General Admission passes, 1 General Parking.

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. There is a separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds for female jockeys. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) on (date) N/A.
- B. Number of rooms used for housing on the backstretch of the racetrack: 107
- C. Number of restrooms available on the backstretch of the racetrack: 9 (Total commodes: 17)
- 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 determined 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 (Trackmasters Inc.)
- 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

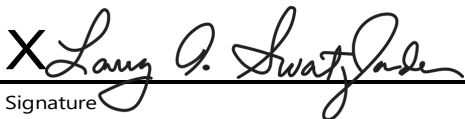
conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions.

- 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.



 Signature

Larry Swartzlander

CARF Executive Director/Director of Racing
April 17, 2024

Print Name

Print Title

Date



2024

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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2024 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 14, 2024 through October 14, 2024, which meets are hereinafter referred to as the "2024 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2024 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 2024 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT for the 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 2024 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 2024 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 2024 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 2024 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 2024 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 2024 Meets.

IX. FIRST POST TIME

All Post times for the 2024 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 2024 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 2024 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 2024 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 2024 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 2024 Meets and while the main track is open for training preceding and following the 2024 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 2024 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 2024 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 2024 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 2024 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 2024 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

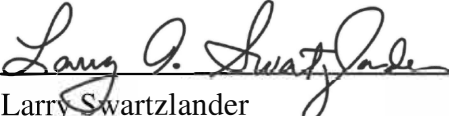
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall 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

4/8/24

Dated:




Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

April 5, 2024

Dated:



Alar F. Balch
Executive Director

ATTACHMENT A

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Tom Martinez CEO	1600 Exposition Blvd. Sacramento, CA 95815 916-263-3247
Humboldt County Fair	Moira Kenny CEO	1250 5 th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Christina Estrada Interim CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

**2024
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 2024. 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).

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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 owners' 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.

(a) 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 2024 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, submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

(b) 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.

11. 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 30 April, 2024, 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.

12. Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(a) 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.

(b) 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. Pleasanton is open 1 June, 2024 for free stabling.

(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.

13. 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.

14. 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 2017 or as retro-active money. In addition, TRACK will not pay a starter fee or out of state ship in 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 starters 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 2024 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.

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 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.

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 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.


18. 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.

DATED 4/8/24 DATED 4/8/24

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY: 

BY: 

Dino Perez, PCQHRA

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

Address:
PO Box 919
Los Alamitos, CA 90720

Address:
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
California State Fair	Tom Martinez CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Moiria Kenny CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Christina Estrada Interim CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX “B”
2024 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 50th Running \$20,000 Guaranteed
Three Year Olds and Upward - 300 Yards

California State Fair

The Jack Clifford –25th Running \$20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards

Humboldt County Fair

The Cream City Dash –2nd Running \$8,000 Guaranteed
For Three Year Olds & Upward – 220 Yards

Big Fresno Fair

Fresno Quarter Horse Futurity-31st Running \$20,000 Guaranteed
For Three Year Olds & Upward - 300 Yards



a California joint powers agency

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

March 13, 2024

The following matters are agreed to as of March 13, 2024 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 2024 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 14, 2024 and continue through October 14, 2024.
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

By: William A. Nader

Name: William A. Nader

Title: President & CEO

California Thoroughbred Trainers

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

California Authority of Racing Fairs

By: Larry A. Swartzlander

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. 10/12cc 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. <https://trkmrg.com>
 - b. Click on Track Manager 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



2024

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHbred OWNERS OF
CALIFORNIA**

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2024 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 June 12, 2024 through October 15, 2024.

**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) During weeks that had previously been granted to a racing association in 2023 other than a fair, the TRACK shall compensate the TOC and CTT for the difference between the administrative expenses for services rendered to horsemen between 19613(b) and 19613(d).

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 are 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 2024 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 2024 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 money generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agrees 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 2024 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 2024 Meet, TRACKS 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 TRACKS and that TOC shall continue as a 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' 2024 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 of 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' 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 monetary 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 stake event, 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 2024 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 2024, 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 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 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 and I 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 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 canceled 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 2024 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 2024 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 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 goodwill toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane and maintaining 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, 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 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 the 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' 2024 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 2024 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 2024 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2024 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 2024 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of the such device(s) during the 2024 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 agrees 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' 2024 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 by the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race canceled 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 2024, 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 the administration and distribution of purses, according to the authorization described in the 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 31, 2024, the CARF purse account will be underpaid by \$47,100 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.

**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 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, 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' 2024 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 2024 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' 2024 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 the 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 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 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 F. 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, the applicable Rules and Regulations of the CHRB and compliance with Attachment I (Benchmarks). In the absence of legislation to the contrary, TRACKS shall first obtain 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 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 F. 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 2024 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 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 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, the 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 \$3,000, 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 2024 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 2024 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 2024 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, the 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 the 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 \$3,000.00. Said data fee paid by the provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of the 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 another 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 written signature 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 attorneys 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 William A. Nader, President & CEO, 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.

Incompass Data: During the Term, within 48 hours of receipt of a written request from the TOC, Track agrees to provide TOC, in written and/or electronic form, such Incompass services data as is reasonably necessary to respond to TOC's requests. The requests include but are not

limited to Horses On Grounds, Entry Start Information, Shipped Transactions and Workout Information.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: 5/14/2024 _____

DocuSigned by:
Larry Swartzlander
20A8AF5B23C046D

Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: 5/14/2024 _____

DocuSigned by:
William A. Nader
20CE9094162E416...

Bill Nader, President & CEO

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	Moira Kenny General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Tom Martinez Fair Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Christina Estrada Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

ATTACHMENT B Stakes Schedule



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

Revised: 3/24/24

	2023	2024
❖ ALAMEDA COUNTY FAIR		
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$50,000 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	\$50,000 Guaranteed
Mary Clare Schmitt Pleasanton Oaks Three-Year-Olds & Upward Six Furlongs	\$75,000 Guaranteed (Includes \$25,000 Cal-Bred)	\$75,000 Guaranteed (Includes \$25,000 Cal-Bred)
Pleasanton Mile Three-Year-Olds & Upward One mile 70 Yds		\$150,000 Guaranteed
❖ CALIFORNIA STATE FAIR		
Governor's Handicap F&M, Three Year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$50,000 Guaranteed
❖ HUMBOLDT COUNTY FAIR		
C.J. Hindley Humboldt County Marathon H/dcp Three Year Olds & Upwards, 1 Mile and 5 Furlongs	\$20,000 Guaranteed	\$50,000 Guaranteed
❖ BIG FRESNO FAIR		
Harris Farms Stakes (CAL-BREDS) (Cal-Bred Golden State Series & \$22,000 Bonus CTBA) Three-year olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Bulldog H/dcp, 27 th Running Three-Year Olds & Upward, One & 1/8 Miles	\$75,000 Guaranteed	\$50,000 Guaranteed

ATTACHMENT C PURSE SCHEDULE

2024 Purses Fairs Final				
Category	Claiming	Condition	2024 fairs	2024 Ferndale
Allowance		Open or Cond	35,000	15,000
Allowance		NW x 1	26,000	
Alw/Opt Claiming	25/32/40 Opt Clm	NW x 1	26,000	
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	27,000	
Alw/Opt Claiming	\$80,000	NW x 3	28,000	
Claiming	\$2,500	Open or Date	10,000	7,000
Claiming	\$3,200	NWX2/Clause	11,000	8,000
Claiming	\$3,200	Open or Date	11,000	8,500
Claiming	\$4,000	NW2/Lifetime	11,000	7,500
Claiming	\$4,000	NW3/Lifetime	11,000	8,000
Claiming	\$4,000	NW4 or Date	11,500	8,500
Claiming	\$4,000	Open or Date	12,000	9,000
Claiming	\$5,000	NW2/Lifetime	11,500	
Claiming	\$5,000	NW3/Lifetime	11,500	
Claiming	\$5,000	NW4 or Date	12,500	8,800
Claiming	\$5,000	NWX2/Clause	12,500	9,000
Claiming	\$5,000	Open or Date	13,000	9,500
Claiming	\$6,250	NW2/Lifetime	11,500	8,000
Claiming	\$6,250	NW3/Lifetime	11,500	8,000
Claiming	\$6,250	NW4 or Date	13,000	9,500
Claiming	\$6,250	Open or Date	14,000	9,500
Claiming	\$8,000	NW2/Lifetime	12,000	8,000
Claiming	\$8,000	NW3/Lifetime	12,000	8,000
Claiming	\$8,000	NW4 or Date	13,500	9,800
Claiming	\$8,000	Nw2x/Clause	13,500	9,800
Claiming	\$8,000	Open or Date	15,000	10,000
Claiming	\$10,000	NW2/Lifetime	13,000	9,000
Claiming	\$10,000	NW3/Lifetime	13,000	9,000
Claiming	\$10,000	Open or Date	16,000	10,000
Claiming	\$12,500	NW2/Lifetime	13,000	9,000
Claiming	\$12,500	NW3/Lifetime	13,000	
Claiming	\$12,500	Nw2x/Clause	15,000	
Claiming	\$12,500	Open or Date	17,000	10,000
Claiming	\$16,000	NW2/Lifetime	14,000	
Claiming	\$16,000	NW3/Lifetime	14,000	
Claiming	\$16,000	Open or Date	19,000	12,000
Claiming	\$20,000	NW2 Lifetime	16,000	
Claiming	\$20,000	Nw2x/Clause	19,000	
Claiming	\$20,000	Open or date	22,000	
Claiming	\$25,000	NW2/Lifetime	17,000	
Claiming	\$25,000	Open or Date	24,000	
Claiming	\$32,000	Open or Date	26,000	
Claiming	\$40,000	Open or Date	27,000	
Claiming	\$50,000	Open or Date	27,000	
Claiming	\$62,500	Open or Date	28,000	
Claiming	\$80,000	Open or Date	29,000	
Claiming	\$100,000	Open or Date	30,000	
Maiden Claiming	\$5,000		11,000	7,000
Maiden Claiming	\$8,000		11,500	7,500
Maiden Claiming	\$12,500		12,000	8,000
Maiden Claiming	\$16,000		13,000	8,000
Maiden Claiming	\$20,000		14,000	
Maiden Claiming	\$25,000		16,000	
Maiden Claiming	\$32,000		17,000	10,000
Maiden Claiming	\$40,000		18,000	
MDN ALW			25,000	
Starter Allowance	2500			8000
Starter Allowance	\$4,000		13,500	9500
Starter Allowance	6250		14,500	10000
Starter Allowance	8000		15,500	10000
Starter Allowance	12500		17,500	8000
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	19,000	12,000

**ATTACHMENT D
AUXILIARY TRAINING FACILITIES**

Sacramento will be open as an auxiliary training facility for Pleasanton from June 10th – July 9rd.

During the three weeks from September 11th, 2024 through October 1st, 2024, TRACK will not be entitled to the 2% deduction from for the expenses to operate an auxiliary facility as provided for in section 19607.2 of the California Horse Racing law. Durning this period, TRACK will provide horsemen with a transportation subsidy shipping horses from the auxiliary facility to the live facility for race and return runners.

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

- ODS Technologies, LP: tvg.com & fanduel.com (TVG)
- Churchill Downs Technologies Initiatives Company: twinspires.com, betamerica.com & dkhorse.com (TwinSpires)
- NYRABets, LLC: nyrabets.com & caesarsracebook.com
- Watch & Wager (NYRA)
- XpressBet, LLC: xpressbet.com, 1stbet.com & bets.drf.com (XpressBet)
- Game Play Network, Inc.: bspot.com (Game Play)
- AmWest Entertainment, LLC: amwager.com (AmWest)

**ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY**

To be provided.

ATTACHMENT I Benchmarks

The TOC and CARF/Golden State Racing hereby agree, pursuant to this Attachment, to the following benchmarks for Golden State Racing and the 2024 CARF September racing calendar.

The updated September racing calendar, along with the introduced benchmarks, serve to offer stability and suitable opportunities for our members throughout the upcoming CARF summer/fall season and the anticipated 26 race days in 2024 under the new entity, Golden State Racing. The agreed benchmarks set forth below for Golden State Racing (at Pleasanton) as the replacement venue for Pacific Coast Racing (at Golden Gate Fields) will function as crucial key performance indicators (KPIs). They are essential to ensuring the sustainability of the North circuit for our members throughout the remainder of 2024 and extending into 2025.

CARF hereby acknowledges and agrees any subsequent license application for the 2024 and 2025 race dates in the North submitted by CARF or Golden State Racing or any CARF affiliate will incorporate the benchmarks set forth below, and any allocation and/or licensing of dates will be explicitly contingent upon CARF's continuous adherence to the benchmarks.

Revised September 2024 Race Days

- Ferndale: September 1, 2, 7, 8
- Ferndale at Fresno: 13, 14 & 15
- Fresno: September 21, 22, 28, 29
- Total Thoroughbred Races: 96

Note: All parties agree that the agreement for two-day race weeks and venue locations is for September 2024 only.

Golden State Racing Benchmarks

- 26 Allocated Race Days from October 19 – December 15, 2024.
- Minimum of three race days per week
- Minimum of 24 Thoroughbred races per week.
- Total Thoroughbred Races: 208 minimum
- Total purses paid not to be less than \$4,420,000 over the term; \$170,000 per day, which includes Overnights, Overnight Stakes, the TOC Bonus and Participation Bonus. It does not include Cal-bred incentives.

If applicable, and contingent on 2024 benchmarks being satisfied:

2025 CARF/Golden State Racing Benchmarks

- Minimum of three race days per week.
- Minimum of 24 races per week.
- Average Purses of a minimum \$170,000/day at Golden State Racing (as defined above)
- No more than 3 dark weeks during the 52-week 2025 calendar year to be mutually agreed upon.



April 4, 2024

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

RE: 2024 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:

- ODS Technologies, LP: tv.com & fanduel.com (TVG)
- Churchill Downs Technologies Initiatives Company: twinspires.com, betamerica.com & dkhorse.com (TwinSpires)
- Churchill Downs Technologies Initiatives Company: betamerica.com (BetAmerica)
- NYRAbets, LLC: nyrabets.com & caesarsracebook.com
- Watch & Wager (NYRA)
- XpressBet, LLC: xpressbet.com, 1stbet.com & bets.drf.com (XpressBet)
- Game Play Network, Inc.: bspot.com (Game Play)
- AmWest Entertainment, LLC: amwager.com (AmWest)

to accept wagers on CARF and other Thoroughbred races during the 2024 race meetings, as follows:

1. California wagering on CARF races:

- a. TVG, TwinSpires, XpressBet, 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, Game Play and AmWest 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, Game Play and AmWest 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, AmWest and Game Play and 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, AmWest, and Game Play 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 CARF 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, Game Play and AmWest 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. The approvals granted in this letter are only applicable to websites and white labels that exist as of today's date and are listed in this agreement. Any new website or white label must receive the prior authorization of the TOC before such new website or white label may commence wagering, which such authorization may be withheld in the TOC's sole discretion. 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, BetAmerica, Game Play, Watch and Wager and AmWest.

Very truly yours,



William A Nader, President & CEO

cc: Heather Haviland, Wayne Atwell



Pacific Coast Quarter Horse Racing Association

May 5, 2024

Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, CA 95815

RE: 2024 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This letter confirms that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2024 racing season, Commencing June 2024 and continuing through October 2024, California-licensed ADW providers Bet America, TVG-Fanduel, Xpressbet, TwinSpires, Game Play, AmWest, and NYRA may accept wagers from California residents on races conducted at CARF, and races run at tracks located outside of California.

PCQHRA understands that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated April 4, 2024.

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

Sincerely,

Dino Perez
Executive Director

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES COUNTY FAIR AT LOS ALAMITOS, COMMENCING JUNE 19, 2024, AND CONTINUING THROUGH JULY 9, 2024

Board Meeting
May 16, 2024

Application: Los Angeles County Fair at Los Alamitos

Breeds: Thoroughbred

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

JUNE 2024						
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						

JULY 2024						
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	Santa Anita fire clearance valid through 07/20/24. San Luis Rey Downs fire clearance valid through 08/06/24.	Rule 1420(q)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	2024 Southern California Stabling and Vanning Agreement received 04/10/24.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Los Alamitos fire clearance completed 02/26/24. Received 45-day exemption request.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed 11/06/23.	Rule 2102

Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Track safety inspection completed 04/10/24.	Rule 1471(g)
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Workers' compensation coverage valid until 01/01/25.	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 05/03/24. California Thoroughbred Trainers Association – received 03/16/24.	Rule 2044
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inclement Weather Policy – received 03/16/24. Concussion Protocol Policy – received 03/16/24. Track Emergency Procedures – received 03/16/24.	Rule 1432
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	_____	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	_____	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	_____	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	_____	BPC 19604 & 19604(b)(1)(C)
Administrative Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Active Licenses Required Signatures	Rule 1481 Rules 1433 & 1437

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.

Los Angeles County Fair
4961 Katella Avenue
Cypress, CA 90720

March 2, 2024
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

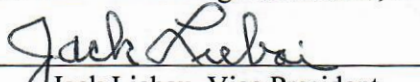
Re: CHRB Inclement Weather Policy

Commissioners:

During the 2024 Los Angeles County Fair Meet from June 19, 2024, through July 9, 2024, the Los Angeles County Fair hereby agrees to adopt and abide by the CHRB Inclement Weather Policy posted on the CHRB website.

Respectfully submitted
Los Angeles County Fair
By Los Alamitos Racing Association, Manager

By


Jack Liebau, Vice President

Los Angeles County Fair
4961 Katella Avenue
Cypress, CA 90720


March 2, 2024

California Horse Racing Board
1010 Hurley Way Ste. 300,
Sacramento, CA 95825
Attn: Scott Chaney

Board Members:

Los Angeles County Fair (“the Fair”) is aware of the “Concussion Management and Return to Ride Guidelines” that appears on the CHRB website. The Fair hereby agrees to abide by and adopt such protocol throughout its upcoming 2024 Meet, June 19, 2024, through July 9, 2024.

Respectfully submitted
Los Angeles County Fair
By Los Alamitos Racing Association, Manager

By 
Jack Liebau, Vice President

Los Angeles County Fair
4961 Katella Avenue
Cypress, CA 90720

March 2, 2024

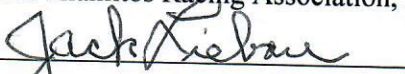
Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Mr. Chaney:

During its 2024 Race Meet, Los Angeles County Fair hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the CHRB Website.

Very truly yours,
Los Angeles County Fair
By Los Alamitos Racing Association, Manager

By


Jack Liebau, Vice President

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: Los Angeles County Fair, c/o Los Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, CA 90720 Telephone (714) 820-2800, Fax (714) 820-2743
- 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. F. Jack Liebau (714) 820-2800, jackliebau@yahoo.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: June 19, 2024 through July 9, 2024
- B. Actual dates racing will be held: 6/22, 6/23, 6/29, 6/30, 7/4, 7/5, 7/6, 7/7
- C. Dates racing will NOT be held: 6/19, 6/20, 6/21, 6/24, 6/25, 6/26, 6/27, 6/28, 7/1, 7/2, 7/3, 7/8, 7/9
- D. Total number of racing days: Eight
- E. Days of the week races will be held: Saturday and Sunday during the first two weeks, Thursday (4th of July) through through Sunday during the third week.
 Wednesday – Sunday Tuesday – Saturday Other (specify)

3. RACING PROGRAM

- A. Total number of races: 64 total or 8 per card; if equine inventory is sufficient, will add races on weekends
- B. Number of races by breed:
64 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

CHRB CERTIFICATION

Application received: 3/16/24
Reviewed: NLG

Hearing date: 5/16/24
Approved date:
License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	8	0	0	0	8 on 7/4	8	8
Other Breeds							
Total	8	0	0	0	8	8	8

D. Total number of stakes races by breed:

3 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). The Los Alamitos Derby will offer a purse of \$100,000 in 2024, compared to \$125,000 in 2023.
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. None

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: 1st-1:00 pm, 2nd-1:30 pm, 3rd -2:00 pm, 4th-2:30 pm, 5th-3:00 pm, 6th-3:30 pm, 7th-4:00 pm, 8th-4:30 pm, 9th-5:00 pm.

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: Heidi Hanson, Edward Tessier, Linda Bosserman, Michael Driebe, Heidi Gallegos, John Landherr, Richard Martinez, Ciriaco Pinedo, Kiana Webb; Walter Marquez, President and CEO

Revised	
CONDITION	New Purses
MDN CLM 20,000	\$19,000.00
MDN CLM 30,000	\$22,000.00
MDN CLM 40,000	\$24,000.00
MDN CLM 50,000	\$27,000.00
MDN CLM 75,000	\$30,000.00
MDN ALW	\$43,000.00
CLM 6,250	\$14,000.00
CLM 6,250 CLAUSE	\$13,000.00
CLM 8,000	\$15,000.00
CLM 8,000 CLAUSE	\$14,000.00
CLM 10,000	\$19,000.00
CLM 10,000 CLAUSE	\$17,000.00
CLM 12,500	\$22,000.00
CLM 12,500 CLAUSE	\$21,000.00
CLM 16,000	\$24,000.00
CLM 16,000 CLAUSE	\$22,000.00
CLM 20,000	\$27,000.00
CLM 20,000 CLAUSE	\$26,000.00
CLM 25,000	\$29,000.00
*CLM 25,000 CLAUSE	\$28,000.00
CLM 32,000	\$32,000.00
CLM 32,000 CLAUSE	\$30,000.00
CLM 40,000	\$34,000.00
CLM 50,000	\$35,000.00
STR ALW 6,250	\$16,000.00
STR ALW 8,000	\$17,000.00
STR ALW 12,500	\$20,000.00
STR ALW 16,000	\$21,000.00
STR ALW 20,000	\$22,000.00
STR ALW 25,000	\$26,000.00
STR ALW 30,000	\$28,000.00
STR ALW 40,000	\$30,000.00
STR ALW 50,000	\$32,000.00
ALW OPT-CLM 20,000	\$45,000.00
ALW OPT-CLM 40,000	\$45,000.00
ALW	\$45,000.00
OVERNIGHT HANDICAP	\$75,000.00
STAKES	\$100,000.00

LOS ALAMITOS RACE COURSE STAKES SCHEDULE

Closing Thursday, June 13, 2024

Saturday, June 22, 2024

\$100,000 Guaranteed



BERTRANDO STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Thursday, June 20, 2024

Saturday, June 29, 2024

\$100,000 Guaranteed

LOS ALAMITOS DERBY

For Three Year Olds

One Mile And One Eighth

Closing Thursday, June 27, 2024

Saturday, July 6, 2024

\$200,000 Guaranteed

GREAT LADY M STAKES - Grade II

For Fillies And Mares Three Year Olds and Upward

Six And One Half Furlongs

LOS ALAMITOS RACE COURSE

LACF SUMMER MEET STAKES SCHEDULE

Saturday, June 24, 2023

\$100,000 Guaranteed



BERTRANDO STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Tuesday, July 4, 2023

\$200,000 Guaranteed

GREAT LADY M STAKES - Grade II

For Fillies And Mares Three Year Olds and Upward

Six And One Half Furlongs

Saturday, July 8, 2023

\$125,000 Guaranteed

LOS ALAMITOS DERBY

For Three Year Olds

One Mile And One Eighth

**LOS ALAMITOS RACE COURSE
STAKES SCHEDULE**

Closing Tuesday, June 14, 2022

Saturday, June 25, 2022

\$100,000 Guaranteed



BERTRANDO STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Tuesday, June 28, 2022

Monday, July 4, 2022

\$200,000 Guaranteed

GREAT LADY M STAKES - Grade II

For Fillies And Mares Three Year Olds and Upward

Six And One Half Furlongs

Closing Tuesday, June 28, 2022

Saturday, July 9, 2022

\$125,000 Guaranteed

LOS ALAMITOS DERBY

For Three Year Olds

One Mile And One Eighth

**LOS ALAMITOS RACE COURSE
STAKES SCHEDULE**

Closing Saturday, June 19, 2021

Saturday, June 26, 2021

\$100,000 Guaranteed



BERTRANDO STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Saturday, June 26, 2021

Saturday, July 3, 2021

\$150,000 Guaranteed

LOS ALAMITOS DERBY - Grade III

For Three Year Olds

One Mile And One Eighth

Closing Saturday, June 26, 2021

Monday, July 5, 2021

\$200,000 Guaranteed

GREAT LADY M STAKES - Grade II

For Fillies And Mares Three Year Olds and Upward

Six And One Half Furlongs

**LOS ALAMITOS RACE COURSE
STAKES SCHEDULE**

Closing Saturday, June 20, 2020

Saturday, June 27, 2020 \$100,000 Guaranteed



SOI PHET STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Saturday, June 27, 2020

Saturday, July 4, 2020 \$200,000 Guaranteed

GREAT LADY M STAKES - Grade II
For Fillies And Mares Three Year Olds and Upward
Six And One Half Furlongs

Closing Saturday, June 27, 2020

Saturday, July 4, 2020 \$150,000 Guaranteed

LOS ALAMITOS DERBY - Grade III
For Three Year Olds
One Mile And One Eighth

- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Dr. Edward Allred, Cathy Monji and Jack Liebau
- 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: Jordan Castaneda-Director of Racing and Racing Secretary, Natividad Estrada-Assistant Racing Secretary, Randy Valdez-Placing Judge, Danielle Kasparoff-Placing Judge, Anthony Rose-Patrol Judge, Charles McCaul-Clerk of Scales, Kevin Colosi-Assistant Clerk of Scales, Heather Correa-Clerk of the Course, Dawn Jackson-Paymaster of Purses, Jesus Calvillo-Paddock Judge, Gary Brinson-Starter, Robert Hurd-Director of Operations, John Ferrero, Mutuels Manager, Bob Mieszerski, Publicity Director, Orlando Gutierrez-Marketing Director, Michael Wrona-Announcer, Bernard Mitchell-Timer, Ed Burgart-Morning Line Maker, Jennifer Paige-Horse Identifier, Dr. Nolton Patio-Official Veterinarian
- 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). Jack Liebau, Vice President. Mailing address: c/o Los Alamitos, 4961 Katella Avenue, Los Alamitos, CA 90720. Email address: jackliebau@yahoo.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: Pick 5 and Daily Double
 - Proposed percentage: Pick 5-14% and Daily Double-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 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
2023- 9 live days	68,327,792	49,376
2022- 9 live days	76,671,248	49,345
2021- 9 live days	65,461,492	39,402
2020-11 live days	73,469,118	6,233
2019-10 live days	58,517,206	65,508

Los Angeles County Fair
4961 Katella Avenue
Cypress, CA 90720

March 2, 2024

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


Dear Mr. Chaney:

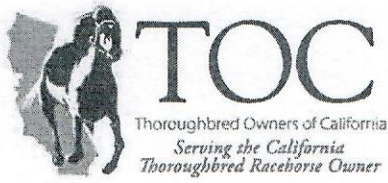
Pursuant to California Business and Professions Code Section 19601.1, Los Angeles County Fair, after consultation with the Thoroughbred Owners of California, is hereby requesting takeout, as set forth below, to be offered during the Los Alamitos Racing Association 2024 Meet, June 19, 2024, through July 9, 2024.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick 5 – A \$0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%

Respectfully submitted
Los Angeles County Fair
By Los Alamitos Racing Association, Manager

By


Jack Liebau, Vice President



March 9, 2024

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

RE: 2024 Los Angeles County Fair Association at Los Alamitos – Wagering Approvals

Dear Scott,

Los Angeles County Fair Association has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning June 19, 2024 through July 9, 2024.

- Rolling Doubles wagers subject to a 20% takeout rate
- Players Pick-5 on the first five (5) races of the day subject to a 14% takeout rate

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

William A. Nader
President & CEO

Cc: Jack Liebau, Los Alamitos

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

1. All races other than stakes:

Current meet estimate: 1,807,208 - 8 cards

Prior meet actual: 2,305,091 - 9 cards

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

Current meet estimate: 225,901

Prior meet actual: 256,121

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: 327,000

Prior meet actual: 346,900

Average Daily Purse (7A3 ÷ number of days):

Current meet estimate: 40,875

Prior meet actual: 38,544

4. Total Purses (7A1 + 7A2 + 7A3):

Current meet estimate: 2,134,208

Prior meet actual: 2,651,991

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

Current meet estimate: 245,475

Prior meet actual: 272,750

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

Current meet estimate:

Prior meet actual:

CTT 30,859

35,491

TOC 15,429

17,745

NTRA 0

3,728

PCQHRA 0

CWRA

ARAC

AMRA

CHBPAPEN			
CTHF	23,144		26,618
Total:	69,432	Total:	83,582

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:	2,449,115
Prior meet actual:	3,008,323

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

Current meet estimate:	306,139
Prior meet actual:	334,258

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:	1,985,937
Prior meet actual:	2,248,388

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

Current meet estimate:	248,242
Prior meet actual:	249,821

F. Purse funds to be generated from interstate handle:

Current meet estimate:	526,543
Prior meet actual:	632,461

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

Current meet estimate:	65,818
Prior meet actual:	70,273

G. Bank and account number for the Paymaster of Purses' purse account: BMO Bank N.A., 4400 MacArthur Blvd, Newport Beach, CA 92660; Account # on file

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth Inc., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 craigmiller@verizon, com, (909) 944-6465

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: 850
- B. Minimum number of stalls believed necessary for the meeting: 2,500
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 2,300
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Santa Anita-1,900, San Luis Rey Downs-400. Stabling agreement (8E) is on file with CHRB.
- 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). n/a, the 1986 race meet was conducted at Fairplex Park
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall.
\$15.18 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. Santa Anita-\$167.50 roundtrip, San Luis Rey Downs-\$300.00 roundtrip

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: There is a rotation of private veterinarians on site at Los Alamitos and at all auxiliary training sites during all training hours. The private veterinarians are retained by the owners and trainers of horses stabled at Los Alamitos, Dr. Rebecca (Becky) Fitzgerald will replace Dr. Dana Steed, who has retired, as the Association Veterinarian. In the morning, the track veterinarian prechecks fifty percent of the horses entered on a particular day. Thereafter, he observes horses when they are in the paddock, views them during the post parade, accompanies them in the starting gate and follows them during the race. Dr. Grande inspects the other fifty percent of the horses entered on a particular day. During the afternoon, Dr. Grande serves as the CHRB veterinarian and he is employed by the CHRB.
 - 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.

Veterinarians Available for Emergency Services

Vet	Phone	Name of Practice
<u>Los Alamitos:</u>		
Bradley, Sam	310-339-7666	Baker
Hargrove, Nicola	310-617-6727	
Lorbieki, Jocelyn	949-939-3547	Los Alamitos
Moser, Bryn	951-279-5070	Los Alamitos
Overly, Rick	714-270-9425	Equine Sports Med
Pattio, Nolton	626-759-2380	
Sapp, Kelsey	210-602-1004	Los Alamitos
Schmidt, Stephanie	561-425-5401	Equine Sports Med
Troncatty, Ashley	818-414-2040	Equine Sports Med
Warren, Herb	714-397-4206	
Yacoub, Anita	951-206-7496	Equine Sports Med

San Luis Rey Downs (off-track training)

Jenkins, Chuck	970-217-8132	Magrini
Manno, Mike	619-871-4541	San Dieguito Equine
Magrini, Ron	760-880-1925	Magrini
Porubovich, Lindsay	602-290-0623	Magrini
Robinson, Brett	818-679-1114	San Dieguito Equine

Santa Anita (off-track training)

Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Solo
Baker, Vince	714-269-1301	Baker
Birch, Sarah	614-783-1237	Dowd
Blue, Melinda	626-233-9922	Blue
Bohannon, Laurie	916-202-7052	LATC
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	Solo
Byrd, Wade	310-245-7000	Baker
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Grande, Tim	626-476-8743	LATC/CHRB
Macfoos, Jesse	618-927-0908	Blue/Von Bleucher
Siem, Amy	626-249-5905	Siem
Stead, Dana	970-310-4449	Latc
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

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 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	See Attached	See Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #2			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #3			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #4			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #5			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #6			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #7			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #8			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #9			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #10			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #11			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #12			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Race #13			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

- 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. None
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: No maximum carryover. Pool will be distributed on closing day, July 7, 2024
- E. List any options requested with regard to exotic wagering. n/a
- 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. Each racing day from 8:30 am to 10:30 am

Los Angeles County Fair 2024 Attachment

10. PARI-MUTUEL WAGERING PROGRAM

- B. Use DD for daily double, E for exacta (special quinella), PK# 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

Race #1 \$1E, \$1TRI, \$2DD, \$1PK3, \$0.50 PNP5, \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #2 \$1E, \$1TRI, \$2DD, \$1PK3, \$1PK4, \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #3 \$1E, \$1TRI, \$2DD, \$1PK3, \$2PNP6, \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #4 \$1E, \$1TRI, \$2DD, \$1PK3, \$2PNP6 \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #5 \$1E, \$1TRI, \$2DD, \$1PK3, \$1PK4 \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #6 \$1E, \$1TRI, \$2DD, \$1PK3, \$1PK4, \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #7 \$1E, \$1TRI, \$2DD, \$1PK3, \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #8 \$1E, \$1TRI, \$2DD, \$1PK3, \$.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #9 \$1E, \$1TRI, \$2DD, \$1PK3, \$.10 SF, \$1Super H5	CHRB #1959, 1979, 1957, 1977, 1979.1, ARCI #004-105(X)(4), Option #3

\$2 Daily Double placement will depend on the number of races

\$1 Trifecta wagering on all eligible races (CHRB 1979)

\$0.10 Superfecta wagering on all eligible races (CHRB 1979.1)

\$2 PNP6 last six races 70% carryover, 30% minor. Alternate runner provision (CHRB 1976.9)

\$1 PK4 on the second race through fifth race and the last four races. Alternate runner provision (CHRB 1976.9)

\$0.50 PNP5 on the first five races, 14% takeout, one tier payoff, 100% carryover. Alternate runner provision (CHRB 1976.9)

\$1 Super High 5 on the last race of the day, requires selection of the first five finishers in the same race, 100% payout on all tickets with five winners. No consolation. 100% carryover if no ticket has five winners. ARCI #004-105(X)(4), Option #3

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

TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PNP5 - 14%, SF - 25.02%
Race #2	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PK4 - 25.02% SF - 25.02%
Race #3	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PNP6 - 25.02%, SF - 25.02%
Race #4	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PNP6 - 25.02%, SF - 25.02%
Race #5	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PK4 - 25.02%, SF - 25.02%
Race #6	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PK4 - 25.02%, SF - 25.02%
Race #7	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, SF - 25.02%
Race #8	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, SF - 25.02%
Race #9	E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, SF - 25.02%, Super H5 - 25.02%

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. Contract expires 8/2025

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

- Race #1 Attached
- Race #2
- Race #3
- Race #4
- Race #5
- Race #6
- Race #7
- Race #8
- Race #9
- Race #10
- Race #11
- Race #12
- Race #13

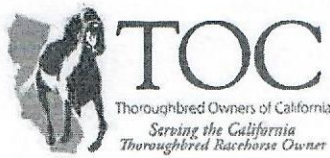
11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting. TVG, XpressBet, NYRA Bets, Twin Spires
- 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: SCOTWINC. The Agreement mentioned in 12B is on file with the CHRB and includes evergreen provisions.



March 9, 2024

Mr. Jack Liebau
Los Alamitos Racecourse
4961 Katella
Los Alamitos, CA 90720

RE: LA County Fair at Los Alamitos (LARC) 2024 Race Meeting ADW Approvals

Dear Jack,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Alamitos Race Course (LARC) race signals under the terms and conditions set forth below.

Pursuant to Section 30, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LARC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LARC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on LARC and other Thoroughbred races during the 2024 LA County Fair race meeting, June 19 through July 9, 2024, as follows:

1. California wagering on LARC 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, 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 LARC races:

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than 8.5% 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 60% 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.

Sincerely,



William A. Nader
President & CEO

cc: Cathy Monji

- 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: Attached
- D. Out-of-state wagering systems the fair 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 fair: Attached
- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: Attached
- 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". Attached

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
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- 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
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- 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

SOUTHERN CALIFORNIA

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Los Alamitos Race Course
4961 Katella Ave
Los Alamitos, CA 90720

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

Tilted Kilt (mini-satellite)
1345 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

The Derby Room (mini-satellite)
3230 Hamner Ave.
Norco, CA 92860

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

The Derby Room at Glen Arden Club (mini-satellite)
357 Arden Ave.
Glendale, CA 91203

NORTHERN CALIFORNIA

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Golden Gate Fields
1101 Eastshore Highway
Berkeley, CA 94710

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

IMPORT TRACKS

Track

Arlington
Assiniboia
Austrialia Racing
Belterra
Canterbury
Century Downs
Century Mile
Churchill Downs
Delaware Park
Delta Downs
Ellis Park
Emerald Downs
Evangeline Downs
Fair Grounds
Fort Erie
Gulfstream Park
Hastings Park
Hawthorne
Indiana Grand
Keeneland
Kentucky Downs
Laurel Park
Lone Star
Louisiana Downs
Mahoning Valley
Monmouth Park
Mountaineer Park

Track

NYRA – Aqueduct, Belmont, Saratoga
Arizona Downs
Oaklawn Park
Parx (Philly Park)
Penn National
Pimlico
Prairie Meadows
Presque Isle
Retama Park
Sam Houston
South America Racing
Sunland Park
Sunray Park
Tampa Bay Downs
Thistledown
Turf Paradise
Turfway Park
United Kingdom
Woodbine
Zia Park

Commingle Locations

AmWest Entertainment	Emerald Downs	Maronas (Uruguay)	Scarlet Pearl Casino (MS)
Amwest Accounts	Evangeline Downs	Maryland Jockey Club	Scioto Downs
Caribbean Locations	Fair Grounds	Meadowlands (NJ)	Seabrook Greyhound
Couer D'Alene Casino (ID)	Fair Grounds ADW	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Meadows	Meadows The (ADW) - PA regional	Southland Greyhound
Arapahoe-Mile High	Favorites at Gloucester (NJ)	Miami Valley Gaming & Racing	State Fair (Lincoln NE)
Arizona Downs	Finger Lakes	Mobile Greyhound	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Morrmouth Park (NJ)	Suffolk District OTB
Barbados Turf Club	Fonner Park	Montana OTB	Suffolk Downs
Batavia	Freehold (NJ)	Monticello	Sunland Park
Belterra Park	Gillespie County Fair	Mountaineer Park	SunRay Park & Casino
BetAmerica	Global Wagering Group	Nassau Regional OTB	Tampa Bay Downs
Beau Rivage Casino (MS)	Global Wagering Solutions	Nevada Pari-Mutuel Assoc.	Taunton ADW
Birmingham Greyhound	Betsson, OneXTwo, German Tote	Newport Jai Alai	Taunton Dog Track Inc.
Borgata Casino (NJ)	Racebets, Sportech Netherlands,	New Jersey ADW (4NJBets)	The Downs at Albuquerque
Buffalo Raceway	Magna Bet, Pferdewetten, Dantoto	New Palace Casino (MS)	Thistledown
Canterbury Park	Bet365, Ladbrokes Coral, UK Tote	Northfield Park	Tioga Downs
Capital District OTB	4 Racing/Gold Coast (South Africa)	Cedar Downs OTB	Tri-State GH (Mardi Gras)
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Turf del Norte - Tribeca (D. R.)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf Paradise
Churchill Downs	Greenetrack	NYRA ADW	Turfway Park
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	TVG
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	TVG High Volume
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	Twin River Greyhound
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TwinSpires
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	TwinSpires High Volume
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	US Off Track ADW
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	Velocity Wagering Ltd.
Torrington, Waterbury	Hoosier Park	PARX ADW	Venezuela OTB
Manchester, New London	Horseman's Park	Penn National	Vernon Downs
Willimantic, Sanford OTB	Hill)	Penn National ADW	WatchandWager ADW
John Martin's Manor Restaurant	Idabet	Peru	Western OTB
Connecticut OTB ADW	Indiana Downs	Plainridge Race Course	Wheeling Downs
Coushatta Casino	Clarksville/Evansville OTB	Plainridge ADW	Will Rogers Downs
Paragon Casino	Intermountain Racing	Player Management Group	Wyoming (307 Racing)
Ho-Chunk Casino	Iowa Simulcast Association	PlayUp Limited ADW	Wyoming OTB
Mohegan Sun Casino	Jockey Club Brasilia	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Keeneland Select ADW	Pointsbet	Yonkers Raceway
Tote Investment Racing	Kentucky Downs	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Kentucky OTB	Premier Gateway International	Youbet Group 1
Millenium Racing	Lewiston OTB's	Premier Turf Club	Zia Park
Royal Beach Casino	Lien Games	Presque Isle	123Gaming
Divi Carina Bay Casino	Chips Lounge/Rumors OTB	Racing & Gaming Services	
Winner's Circle	Howard Johnsons OTB	Remington Park	Separate Pool Locations
Corpus Christi Greyhound	Skydancer Casino OTB	Remington OTB Network	Betting Exchange
Dayton Raceway	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Delaware Park	Offtrackbetting ADW	Rillito Park	Caymanas (Jamaica)
Delta Downs	Lone Star	Ruidoso Downs	Chile
Dover Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
DraftKings	LVDC	Sam Houston	MIR Books (Caliente)
Egg Harbor ITW (NJ)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Elite Turf Club	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Ellis Park	Foxwoods Resort Casino	Saratoga Bets (NY)	Tabcorp (Australia)
	Mahoning Valley	Saratoga Harness ADW (National)	Turkish Jockey Club
			XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, 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

**Commingled
Canadian Locations**

Assiniboia Downs
Century Downs
Century Mile
Charlottetown
Clinton Teletheatre
Dresden
Elmira Raceway
Evergreen Park
Flamboro Downs
Fort Erie
Fraser Downs
Fredericton Raceway
Georgian Downs
Grand River
Hanover Raceway
Hastings Park
Hiawatha
Hippodrome De Quebec

Kawartha Downs
Marquis Downs
Mohawk Racetrack
Northside Downs
Picov Downs
Rideau Carlton
Rocky Mountain Turf Club
Sudbury Downs
Summerside - PEI
TBC Teletheaters
Track On 2
Truro Raceway
Western Fair Raceway
Woodbine
Xpressbet Southern Alberta

**Thoroughbred tracks conducting racing
during the LACF Meet at Los Alamitos Summer of 2024**

(June 22 through July 7, 2024)

Please note track listings on this page reflect available information through March 1, 2024

Ajax Downs	Gulfstream Park
Arapahoe	Hastings
Assiniboia	Hawthorne
Belmont at Aqueduct thru July 7	Horseshoe Indianapolis
Belterra	Lethridge thru June 29
Camarero	Lone Star thru July 4
Canterbury	Louisiana Downs
Century Mile	Millarville only on July 1
Charles Town	Mountaineer
Chippewa Downs –thru June 23	Monmouth Park
Churchill Downs thru June 30	Penn National
Delaware Park	Pleasanton thru July 7
Ellis Park opens on July 4	Parx Racing
Emerald Downs	Pocatello
Energy Downs thru June 30	Presque Isle
Evangeline	Prairie Meadows
Fair Meadows	Ruidoso Downs – (Mixed-Breeds)
FanDuel Sportsbook & Horse Racing	Saratoga starts on July 11
Finger Lakes	Tampa Bay Downs thru June 30
Fort Erie	Thistledowns
Gillespie (Mixed-Breeds begins on July 6)	Woodbine
Grand Prairie starts on July 6	Wyoming (Mixed Breeds)
Grants Pass thru July 4	

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. Rebecca ("Becky") Fitzgerald
Clerk of Scales	Charles McCaul
Clerk of the Course	Heather Correa
Film Specialist	Board of Stewards
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Calvillo
Patrol Judges	Anthony Rose
Placing Judges	Randy Valdez and Danielle Kasparoff
Starter	Gary Brinson
Timer	Bernard Mitchell

B. Management officials in the racing department:

Director of Racing	Jordan Castaneda
Racing Secretary	Jordan Castaneda
Assistant Racing Secretary	Nate Estrada
Paymaster of Purses	Dawn Jackson
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: Weinstein Court Reporter. Address: P.O. Box 26634, Santa Ana, CA 92799 Email address: Mderig@weinsteincourtreporters.com. Telephone #: (949) 637-6071

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: Photo finish services are provided by Plusmic Corp USA, represented by Bill O'Brien. The Plusmic contract expires 12/31/2024.

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 Communications, represented by Jim Porep, supplies the photo patrol video equipment. The Pegasus contract expires 4/22/2025. Number and location of cameras include one camera at the end of the homestretch, one camera at the end of the backstretch, one camera coming out of the final turn, and four pan cameras covering the entire track. There is no turf course at Los Alamitos.

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: The electronic timing devices are owned and operated by Los Alamitos Race Course.

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. Cathy Monji, Chief of Security. Organizational chart and list attached.
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 1 chief of security, 1 stable security manager, 5 gatemen, 3 investigators and 20 security guards.
 - 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. Los Alamitos does not use detention stalls
 - 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. CHRB directives will be followed
 - b. Plan for enhanced surveillance for trainers with high-test results: CHRB directives will be followed
 - c. Plan for detention stalls for repeat offenders: CHRB directives will be followed.
 - d. Number of security personnel assigned to the TCO2 program: CHRB directives will be followed.
- C. Describe the electronic security system. Los Alamitos does not have an electronic security system
 - 1. Location and number of video surveillance cameras for the detention stall and stable gate: Los Alamitos does not have video surveillance in those areas.

15. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance Service, Box 145, Sunset Beach, CA 94742. (714) 820-2845. Regarding equine ambulances, during mornings when a live race meet is not being conducted there is one Kimsey ambulance in place, pulled by a John Deere Tractor. During live race meets, there is a second Kimsey ambulance in place, pulled by a Ford one ton truck. This second ambulance rotates among the Southern California race meets. Both ambulances are equipped with hydraulic support squeeze and wrench, as well as Kimsey splints. Both ambulances have a driver and one other person, plus a vetermiarian who follow horses during live races.
 - 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: At San Luis Rey Downs: Mercy Medical Transportation Inc., address:

Organizational Chart

LOS ALAMITOS RACE COURSE
SECURITY DEPARTMENT

DIRECTOR OF SECURITY	CATHY ALLRED	OFFICE (714) 820-2810 CELL (949) 355-2203
SERGEANT-DAY SHIFT	FRANK WOZNIAK	OFFICE (714) 820-2661 CELL (562) 275-5373
LIEUTENANT-NIGHT SHIFT	LUIS RIVAS	OFFICE (714) 820-2663 CELL (626) 675-3663
SERGEANT-DAY STABLE	FERNANDO GOMEZ	OFFICE (714) 820-2830 CELL (951) 768-7094
SERGEANT-NIGHT STABLE	JOSE ALVAREZ	CELL (714) 495-0954
DAY SHIFT SECURITY OFFICERS	LUIS RIVAS, JR. GUILLERMO CHAVEZ JOSE MURILLO BUNTHOEUN SOS	DESK/DISPATCH MAINLINE CLUBHOUSE MEZZ
NIGHT SHIFT OFFICERS	JACKIE DIXON HENRY CHAMBERS GLORIA GANOE SAMUEL WEAVER	MAINLINE PADDOCK PARKING LOT MEZZ
STABLE AREA OFFICERS	JORGE AVINA CESAR FRANCO JOSE ALVAREZ DAVID RIVAS	NIGHT STABLE GRAVEYARD SPLIT SHIFT NIGHT STABLE
STABLE GATE	TITTUS R. WHITE CHERI WILLETT GREICY QUEVEDO SHARRIL JANISKY MARCO AVINA BENJAMIN GARCIA BENJAMIN CARDENAS	DAY WEST GATE SPLIT SHIFT NIGHT WEST GATE GRAVEYARD GATE DAY GATE MAIN GATE

Los Alamitos Racing Association

STAKES SECURITY PROGRAM

For stakes races with purses of \$100,000 or more Los Alamitos Racing Association ("LARA") will follow the guidelines set forth in our Race Meet Agreement with the Thoroughbred Owners of California.

For stakes race of more than \$100,000 the LARA will provide security personnel equipped with video cameras to be stationed in the barn of each trainer with a horse in that stakes. The security personnel will be stationed in the designated barn no less than 6 hours prior to post time and will accompany the horse to the receiving barn.

These additional personnel will be under the direction and supervision of the Los Alamitos Chief of Security.

In addition, 24 hours prior to the running of any graded stakes race with a purse of \$200,000 or more the LARA will assign two additional security guards to the barn area with the specific instruction to monitor the barns of the trainers with horses entered in that stakes.

Huntington Ambulance, LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

March 15, 2024

Dear CHRB Board,

I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's (Emergency Medical Technicians) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway Patrol.

All of our E.M.T's and Paramedics are licensed with the CHRB.

Sincerely,

A handwritten signature in cursive script that reads "Stacey O'Bryan".

Stacey O'Bryan - President
Huntington Ambulance, LLC

2538 Old San Pasqual Road, Escondido, CA 92027: telephone: (760) 525-2688.
At Santa Anita: Symons Ambulance, address: 18592 Cajon Blvd, San Bernardino, CA 92407;
telephone: (626) 222-4236

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. Contracted track physician. Oxygen equipment, blood pressure monitoring, backboard, cervical spine collar, three patient beds.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. Michael Morris (714) 820-2710
- 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: Los Alamitos Medical Center, 3571 Katella Avenue, Los Alamitos, CA 90720 (562) 598-1311. Long Beach Memorial Hospital (certified trauma center) 2801 Atlanta Avenue, Long Beach, CA 90806 (562) 933-2000. UC Irvine Medical Center, 101 The City Drive, Orange, CA 92868 (714) 456-7890
- 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): Frank Sherren, Safety Manager, Juan Ramos, 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 fair and the number of the insurance policy (if self-insured, provide details): Self Insured, Finish Line Self Insurance Group, Certificate #4524-001
- 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



April 4, 2024

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

RE: Ambulance Certification Letter

Mercy Medical Transportation, Inc. only employs Paramedics and Emergency Medical Technicians (EMTs) that are licensed in the State of California and the County of San Diego. All our Paramedics and EMTs undergo a comprehensive interview and skills assessment, drug assessment, and all employees are run through a Department of Justice (DOJ) background investigation, along with OIG, System for Award Management (SAM) and Medi-Cal as required by San Diego County Emergency Medical Services.

Mercy Medical Transportation, Inc., also participates in the Department of Motor Vehicles (DMV) Employer Pull Notice program, which is required by the California Highway Patrol (CHP). Moreover, Mercy Medical Transportation, Inc., has created a thorough and dynamic Quality Assurance / Quality Improvement Program, which places high standards on emergency services best practices in the areas of personnel training, equipment familiarization, and quality patient care and customer service.

Should you require any additional information, please do not hesitate to contact me.

Respectfully,

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

Jesse Torres
COO
Mercy Medical Transportation, Inc.
Phone: 619-405-8274
Email: jtorres@mercymedtrans.com

Valley Center Office | PO Box 530, Valley Center, CA 92082
Office: 760-751-9797 | Fax 760-751-8880



symbiosis

Care Reimagined.

April 9, 2024

To: Los Alamitos Race Track

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symbiosis Ambulance are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

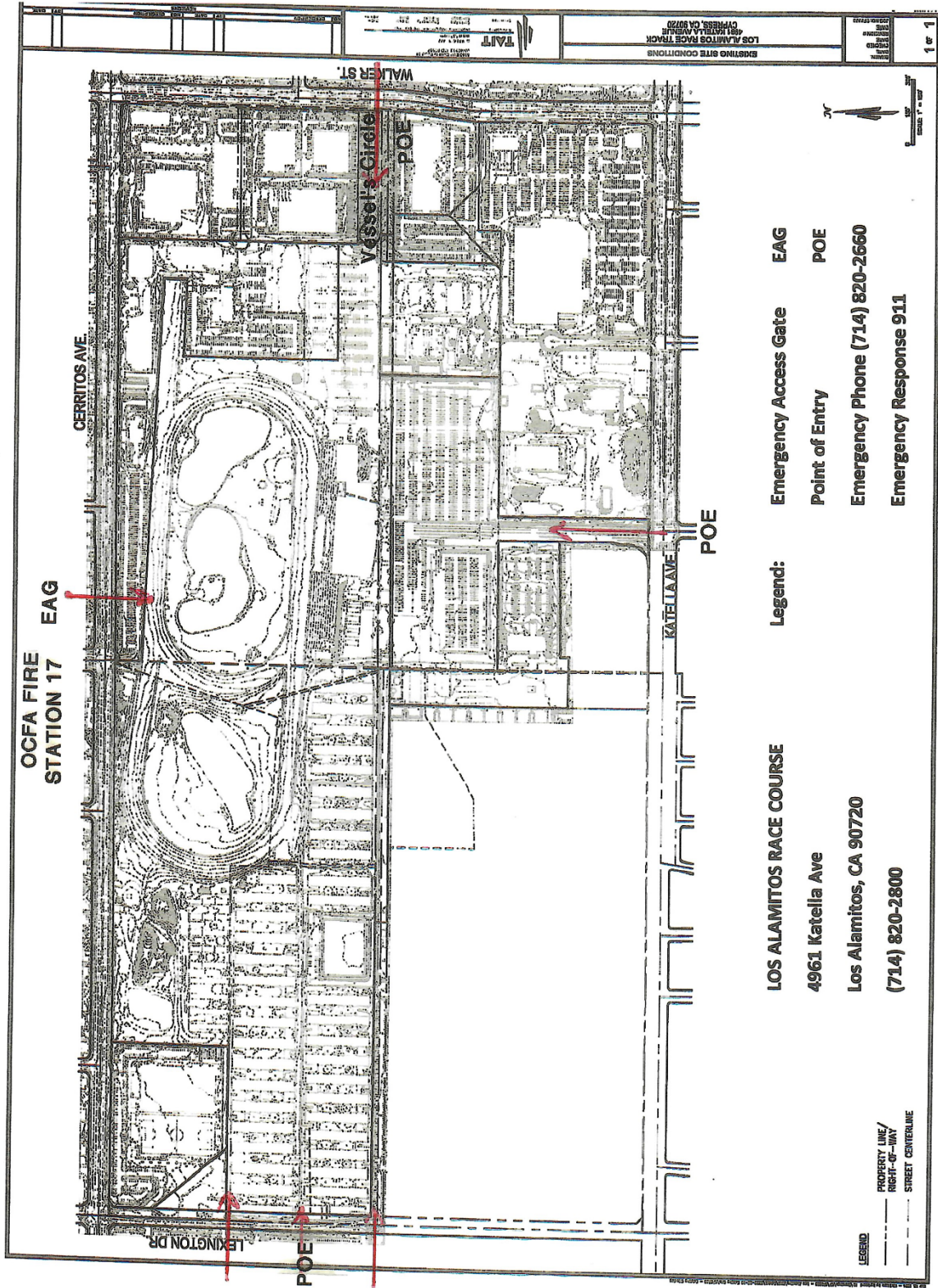
A handwritten signature in black ink that reads "Jeff T. Grange". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jeff T. Grange, MD
Medical Director



**LOS ALAMITOS RACE COURSE
EMERGENCIA MÉDICA
PROCEDIMIENTOS DE
RESPUESTA**

LOS ALAMITOS RACE COURSE
4961 Katella Avenue
Cypress, CA 90720
Tel. 714.820.2800



LOS ALAMITOS RACE COURSE
 4961 Katella Ave
 Los Alamitos, CA 90720
 (714) 820-2800

Legend:

Emergency Access Gate EAG
 Point of Entry POE
 Emergency Phone (714) 820-2660
 Emergency Response 911

Los Alamitos Race Course

Descripción General de Soporte Médico

Entrenamientos Matutinos

- Una unidad de BLS con dos EMTS con licencia y una paramédica en el sitio durante todas las horas de capacitación de la mañana

Día de la Carrera

- Una unidad BLS con tres EMTS con licencia y una paramédica en el lugar durante todas las horas de carrera
- Respaldo paramédico proporcionado por la estación de bomberos 17 de Orange County ubicada a 100 yardas del acceso de la puerta trasera al hipódromo
- Los Alamitos Medical Center con sala de emergencias las 24 horas ubicado a 1.1 millas de Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 millas)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 millas)

Los Alamitos Race Courses
Procedimientos de Emergencia Médica
Información de Asistencia Médica

Huntington Ambulance, LLC

Información del contacto – Stacey O’Bryan (714)-325-0363 o Jessica Jones (714)-325-0384

Finish Line Self Insurance Group (proveedor de compensación laboral para empleados)

Información del contacto – Michael Lyon (714)-820-2743

Escritorio de Comunicaciones de Seguridad

Información del contacto – (714)-820-2660

Healthpoint Industrial Clinic

7052 Orangewood Avenue #6
Garden Grove, CA 92841
(714)-903-1100

Los Alamitos Medical Center

3751 Katella Avenue
Los Alamitos, CA 90720
(562)-598-1311

University of California Irvine Medical Center

101 City Drive South
Orange, CA 92868
(714)-456-7890

Long Beach Memorial Medical Center

2801 Atlantic Avenue
Long Beach, CA 90806
(562)-933-2000

Los Alamitos Race Course

Entrenamiento Matutino a Caballo/Jinete en la Pista

Comunicaciones por Radio

- Equipo de Ambulancia/ Outriders/ Starting Gate/ Clocker/ Steward de Seguridad/ Veterinario de Pista de Carreras/ Ambulancia de Caballos- Channel 2
- Seguridad para la Respuesta de los Paramédicos – Channel 1

Procedimientos Iniciales Tomados para Caballos o Jinetes

- Outrider notifica al personal de la pista por radio – Channel 2
- Clocker activar luces de advertencia de pista. Tanto los Outriders / Puerta de Seguridad tienen interruptores de luz de advertencia de riel
- Outriders responden a la ubicación del caballo caído o suelto para controlar la escena del accidente
- El personal de la ambulancia responde a la escena del accidente después de observar el incidente o de ser notificado por la llamada de un acompañante
- Clocker hace anuncios a través del sistema de megafonía de la pista advirtiendo de un incidente en la pista
- Los asistentes de arranque dejan de cargar caballos en la puerta y evitan que los caballos accedan a la pista
- Steward de seguridad/ Outrider en la vía adyacente a la puerta detenga el acceso a la vía.
- Si es necesario, el outrider notifica al personal de seguridad para que se comunique con el establo principal para solicitar la respuesta del veterinario a la escena del incident

EMT Procedimientos

- Responder a la escena del incidente
- Hacer una evaluación inicial de las lesiones del ciclista
- si se requiere transporte, EMT's notifique al escolta y al mostrador de comunicaciones de seguridad por radio
- Si se requiere transferencia a la unidad de Paramédicos, EMTS notifique al mostrador de comunicaciones de seguridad.
- Contactos de comunicaciones servicios de emergencia dsipatch que una ambulancia se está moviendo a la ubicación de transferencia pre-designada en la puerta trasera del hipódromo, ubicada directamente junto a la puerta principal del establo
- Si el equipo de la ambulancia realiza transporte directo al hospital más cercano, la vía se cierra hasta que regrese la ambulancia

Los Alamitos Race Course Protocolo de Accidentes de la Dia de la Carrera

Accidente de Jinete en Pista

Equipo de Ambulancia Humana

- Si un jinete cae durante una carrera, el equipo de ambulancia evaluará inmediatamente la situación con la primera prioridad para mantener al jinete lesionado abajo y quieto.
- Siguiendo el procedimiento de entrenamiento EMT, el equipo de ambulancia hará una evaluación inicial de las vías respiratorias, respiración y circulación de los jinetes lesionados
- Si no se requiere la asistencia de un paramédico, pero se requiere transporte a un hospital, el personal de EMT estabilizará cualquier fractura, tomará un conjunto completo de signos vitales, notificará a las comunicaciones de seguridad por radio que se requiere transporte
- El mostrador de comunicaciones de seguridad notificará al hospital sobre el próximo transporte e informará al personal de la ambulancia por radio
- El equipo de EMT estabilizará al jinete lesionado en el tablero y el transporte a través de la puerta norte
- Si después de hacer la evaluación inicial del jinete lesionado, el equipo de EMT determina que se requiere la asistencia de un paramédico, lo notificarán al Mostrador de Comunicaciones de Seguridad.
- Después de notificar a la mesa de comunicaciones de seguridad, el personal de EMT completará la evaluación de la respiración y la circulación de las vías respiratorias; estabilizar cualquier fractura; comprobar todos los signos vitales; estabilizar al jinete lesionado en el tablero y transportarlo a la ubicación de transferencia previamente designada en la puerta norte directamente adyacente a la estación de bomberos 17
- Se seguirán los siguientes criterios para solicitar la asistencia de un paramédico:
 - Respiración menor de 12 o mayor de 30
 - Pulso menor de 50 o mayor de 130
 - Presión arterial sistólica inferior a 90
 - Cualquier herida abierta en el cráneo
 - Lesión penetrante en el cuello, el pecho, el abdomen, la espalda o la ingle
 - Traumatismo craneoencefálico cerrado que involucra GCS sostenido menor de 12, pupilas desiguales, debilidad en una o más extremidades
 - Sospecha de lesión de la médula espinal
 - Cofre inestable
 - Fracturas bilaterales de femur
 - Fracturas pélvicas inestables
 - Vía aérea inmanejable o paro total

Outriders / Asistentes de Arranque

- El Outrider será notificado del accidente relacionado con el jinete, ya sea observando el accidente o siendo notificado por los Stewards del accidente.
- El Outrider responderá a la escena del accidente siendo la primera prioridad asegurarse de que el área esté a salvo de caballos sueltos o heridos.
- Si se requiere una ambulancia para caballos, Outrider notificará a los comisarios. Los comisarios llamarán a Horse Ambulance por radio o al
- Los asistentes de arranque responderán a la escena del accidente para ayudar a proteger el área de cualquier caballo suelto o herido
- Los asistentes de arranque ayudarán al veterinario de pista a manejar cualquier caballo lesionado
- En caso de que la lesión del caballo sea grave, los asistentes de arranque harán su mejor esfuerzo para proteger la vista del público mediante el uso de la pantalla adjunta a la ambulancia para caballos
- Los asistentes de arranque ayudarán a cargar cualquier caballo lesionado en la ambulancia para caballos bajo la supervisión del veterinario de la pista

Ambulancia para Caballos

- El conductor de la ambulancia para caballos estará estacionado en el lugar durante todas las horas de carrera y se puede contactar por radio o en la
- La ambulancia para caballos está ubicada directamente junto a la puerta de entrada del hipódromo principal durante todas las horas de Carrera
- El conductor de la Ambulancia está estacionado en la Ambulancia para Caballos durante cada Carrera
- Una vez notificado de un accidente que requiere Ambulancia a Caballo, el conductor ingresará inmediatamente a la vía y procederá al lugar del accidente permaneciendo lo más cerca posible del riel exterior
- Una vez en la escena del accidente, el conductor de la Ambulancia a Caballo seguirá las instrucciones del veterinario de la pista

Accidentes Que Involucran a Varios Jinetes / Caballos

- Como Los Alamitos siempre tiene dos Ambulancias BLS con personal completo en servicio durante todas las horas de carrera, en caso de que haya un incidente que involucre a dos o más caballos / jinetes, el primer equipo de ambulancia que sigue a las carreras evaluará la situación y llamará a la ambulancia de respaldo para que responda a la escena del accidente si es necesario
- Ambas unidades de ambulancia de BLS pueden transportar a dos pacientes, pero si se requiere apoyo de transporte adicional, el equipo de ambulancia notificará al mostrador de comunicaciones de seguridad y solicitará el apoyo paramédico necesario
- El protocolo de lesiones seguido en incidentes de lesiones individuales se seguirá en cualquier accidente de lesiones múltiples
- Los procedimientos de ambulancia para caballos se seguirán como en un incidente de lesión de un solo caballo. La ambulancia de caballos de Los Alamitos puede transportar dos caballos heridos a la vez. Si se necesita transporte adicional, una ambulancia de caballos de respaldo especialmente equipada está en el lugar en todo momento y se utilizará en la dirección de la pista Veterinario

Los Alamitos Race Course
Protocolo de Emergencia
Ambulancia para Humanos / Caballos en el Paddock (Dia de la Carrera)

Cobertura de EMT del área de paddock

- Durante el ensillado de caballos en el paddock en las dia de la carrera, uno de los dos equipos de ambulancia estará estacionado directamente al lado del paddock / ring para caminar para responder a cualquier incidente
- Si hay un incidente en el paddock, será responsabilidad del Juez de Paddock dirigir a todos los caballos y espectadores lejos de la escena del incidente de manera segura
- El guardia de seguridad asignado al área del paddock notificará a los comisarios y al mostrador de comunicaciones de seguridad del incidente
- Si ya hay caballos en la pista para una próxima carrera, los Comisarios notificarán al Starter para mantener a los caballos detrás de la puerta hasta que se resuelva la situación
- Los técnicos de emergencias médicas evaluarán cualquier lesión y tomarán la decisión si el transporte es necesario
- Si el transporte es necesario, la unidad de ambulancia de respaldo en el lugar y el equipo de EMT permanecerán en el lugar para brindar cobertura de ambulancia para la próxima carrera

Cobertura de Ambulancia para Caballos en el área de Paddock

- Si hay un incidente en el paddock que requiera la ambulancia para caballos, el oficial de seguridad asignado al área del paddock notificará al conductor de la ambulancia para caballos por radio y los Stewards en ext. 2749
- Será deber del juez de paddock alejar a los demás caballos y espectadores del caballo lesionado
- Los Comisarios notificarán a la Puerta de Salida del incidente. Los asistentes de arranque serán enviado al paddock para ayudar a cargar a los heridos en la ambulancia a caballo
- Si hay caballos en la pista para una próxima carrera, se mantendrán detrás de la salida puerta hasta que la ambulancia a caballo salga de la pista

Los Alamitos Race Course
Procedimientos de Accidentes / Lesiones
Lesión del Patrón

Lesión del Patrón/ No Horas de Carreras en Vivo


- Si un usuario se lesiona, se notificará inmediatamente al mostrador de comunicaciones de seguridad a la ext. 2660. Se informa la ubicación específica del incidente y las Comunicaciones de Seguridad dirigen al personal de seguridad del sitio al lugar.
- El personal de seguridad confirma con el cliente que solicita asistencia médica. Si el patrón es sin poder responder, el personal de seguridad solicita asistencia médica
- Si el cliente solicita asistencia médica o si el cliente no puede responder, el mostrador de comunicaciones de seguridad solicita la asistencia de un paramédico
- Los paramédicos que responden a la asistencia de los clientes reciben instrucciones previas para ingresar al hipódromo de Los Alamitos a través del corredor principal adyacente a la oficina de seguridad. Si el cliente lesionado es móvil, los paramédicos se reunirán con el cliente en la oficina de seguridad. Si el cliente no es móvil, el personal de seguridad acompañará a los paramédicos a la ubicación del cliente
- Los paramédicos tomarán la determinación de transportar al cliente a un hospital para recibir tratamiento

Lesión del Patrón/ Horas de Carreras en Vivo

- La tripulación de ambulancia EMT de respaldo está estacionada en el sitio
- Los usuarios con quejas médicas menores son dirigidos a la Oficina de seguridad donde el personal de EMT puede verificar los signos vitales y asesorar sobre tratamientos adicionales, como ver a un médico personal, ir a la sala de emergencias o una clínica médica
- Los usuarios que necesitan atención adicional inmediata se mantienen en sitio mientras se solicita la asistencia de un paramédico a través del mostrador de comunicaciones de seguridad
- Los usuarios que no son móviles son asistidos por el personal de EMT en el lugar del incidente mientras la asistencia paramédica se solicita a través del mostrador de comunicaciones de seguridad

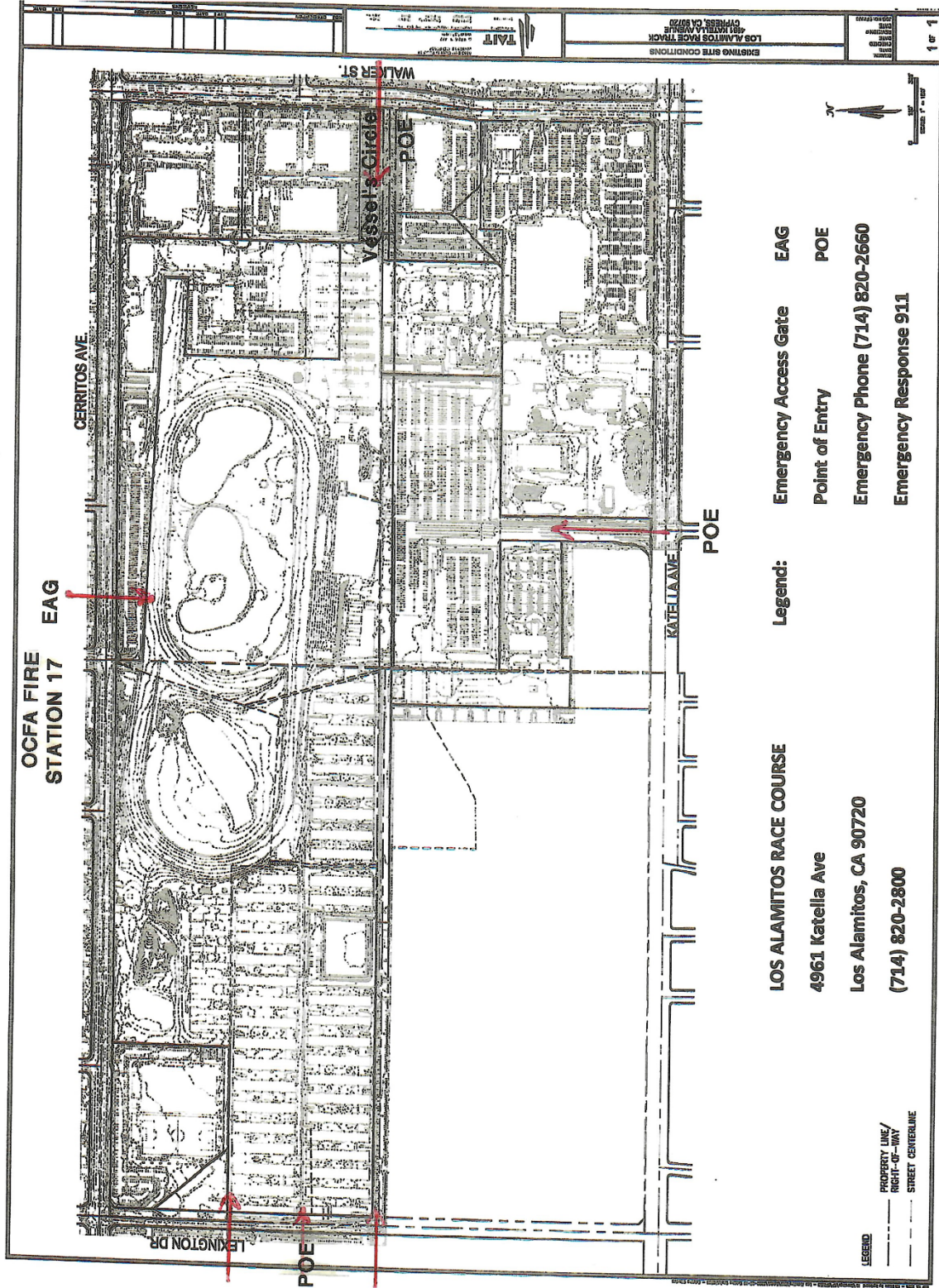
Los Alamitos Race Course
Procedimientos de Emergencia Médica
Lesión del Empleado

- Todas las lesiones de los empleados deben informarse inmediatamente al escritorio de comunicaciones de seguridad
- Si está disponible, el supervisor del departamento del empleado será notificado y responderá a empleado lesionado junto con el personal del Departamento de Seguridad
- Si el supervisor del departamento del empleado no está disponible, los miembros disponibles del personal de administración del hipódromo responderán a la ubicación
- Si la lesión parece ser una amenaza para la vida, se indica al mostrador de comunicaciones de seguridad que llame para solicitar asistencia paramédico. Se indica a los paramédicos que respondan al pasillo principal ubicado junto a la oficina de seguridad
- Si la lesión no es grave y se considera seguro hacerlo, el empleado será transportado a la Clínica Industrial Healthpoint para recibir tratamiento



**LOS ALAMITOS RACE COURSE
MEDICAL EMERGENCY
RESPONSE PROCEDURES**

LOS ALAMITOS RACE COURSE
4961 Katella Avenue
Cypress, CA 90720
Tel. 714.820.2800



OCFA FIRE STATION 17 EAG

LOS ALAMITOS RACE COURSE
 4961 Katella Ave
 Los Alamitos, CA 90720
 (714) 820-2800

Legend:

Emergency Access Gate	EAG
Point of Entry	POE
Emergency Phone (714) 820-2660	
Emergency Response 911	

LEGEND

- PROPERTY LINE /
- RIGHT-OF-WAY
- STREET CENTERLINE

Los Alamitos Race Course Medical Support Overview

Morning Workouts

- One BLS staffed with two licensed EMT's and one paramedic on site during all morning training hours.

Race Days

- One ALS unit staffed with three licensed EMT's and one paramedic on site during all race hours
- Paramedic backup provided by Orange County Fire Station 17 located 100 yards away
- Los Alamitos Medical Center with 24-hour Emergency Room located 1.1 miles from Los Alamitos Race Course
- Long Beach Memorial Hospital- Level One Trauma Facility (10.3 miles)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 miles)

**Los Alamitos Race Course
Medical Emergency Procedures
Medical Support Information**

Huntington Ambulance, LLC

Contact Information – Stacy O’Bryan (714)-325-0363 or Jessica Jones (714)-325-0384

Finish Line Self Insurance Group (Employee Workers’ Comp Provider)

Contact Information – Michael Lyon (714)-820-2743

Security Communications Desk

Contact Information - (714)-820-2660

Healthpoint Industrial Clinic

7052 Oranewood Avenue #6
arden rove, CA 92841
(714)-903-1100

Los Alamitos Medical Center

3751 Katella Avenue
Los Alamitos, CA 90720
(562)-598-1311

University of California Irvine Medical Center

101 City Drive South
Orange, CA 92868
(714)-456-7890

Long Beach Memorial Medical Center

2801 Atlantic Avenue
Long Beach, CA 90806
(562)-933-2000

Los Alamitos Race Course
Horse/ Rider Down On-Track Morning Workout
Emergency Response Protocol

Radio Communications

- Ambulance Crew/ Outriders/ Starting Gate/ Clocker/ Safety Steward/ Track Veterinarian/ Horse Ambulance – Channel 2
- Security for Paramedic Response – Channel 1

Initial Procedures Taken for Horse/ Rider Down

- Outrider notifies track personnel via radio – Channel 2
- Clocker activates track warning lights
- Outriders respond to location of downed or loose horse to control accident scene
- Ambulance crew responds to accident scene after observing incident or being notified by outrider call
- Clocker makes announcements over track PA system warning of incident on track
- Assistant starters and outriders assist in deterring horse traffic away from incident scene
- Assistant starters stop loading horses into gate
- Outriders/ Safety Steward at track adjacent gate halt access to track
- If necessary outrider notifies veterinarian to respond to incident scene

EMT Procedure

- Respond to incident scene
- EMT's make initial assessment of rider injuries
- If transport is required EMT's notify outrider and security communications desk via radio
- If transfer to Paramedic unit is required EMT's notify security communications desk
 - Communications contacts Emergency Services Dispatch that ambulance is moving to pre-designated transfer location at the Main Stable Gate
- If ambulance crew makes direct transport to closest hospital, track is shut down until ambulance returns

Los Alamitos Race Course Race Day Accident Protocol

On Track Jockey Accident

Human Ambulance Crew

- If a jockey goes down during a race the Ambulance Crew will immediately assess the situation with the first priority to keep the injured jockey down and still
- Following EMT training procedure, the ambulance crew will make an initial assessment of the injured jockey's airway, breathing and circulation
- If Paramedic assistance is not required, but transport to a hospital is required, EMT Crew will stabilize any fractures, take a full set of vitals, notify security communications via radio that transport is required
- Security communications desk will notify hospital of upcoming transport and report back to ambulance crew via radio
- EMT Crew will stabilize injured jockey on backboard and transport via the North Gate
- If after making initial evaluation of injured jockey it is determined by EMT Crew that Paramedic assistance is required they will notify Security communications desk
 - Security communications desk will immediately notify dispatch that Paramedic assistance is needed
- After notifying Security communications desk, EMT Crew will complete evaluation of airway, breathing, and circulation; stabilize any fractures; check all vital signs; stabilize injured jockey on backboard and transport to pre-designated transfer location at the North Gate directly adjacent to Fire Station 17
- The following criteria will be followed to request Paramedic assistance
 - Respiration less than 12 or greater than 30
 - Pulse less than 50 or greater than 130
 - Systolic blood pressure less than 90
 - Any open injury to skull
 - Penetrating injury to the neck, chest, abdomen, back or groin
 - Closed head injury involving sustained CS less than 12, unequal pupils, weakness in one or more extremities
 - Suspected spinal cord injury
 - Flail chest
 - Bilateral femur fractures
 - Unstable pelvic fractures
 - Unmanageable airway or full arrest

Outriders/ Assistant Starters

- Outrider will be notified of jockey related accident either by observing accident or being notified by Stewards of accident
- Outrider will respond to accident scene with first priority being to make sure the area is safe from any loose or injured horses
- If Horse Ambulance is required Outrider will notify Stewards
 - Stewards will call Horse Ambulance via radio
- Assistant starters will respond to accident scene to assist in securing the area from any loose or injured horses
- Assistant starters will assist track veterinarian in handling any injured horses
- Should the injury to the horse be severe, Assistant starters will make their best effort to shield the view of the public by using the screen attached to the Horse Ambulance
- Assistant starters will assist in loading any injured horse into the Horse Ambulance under the supervision of the track veterinarian

Horse Ambulance

- Horse Ambulance driver will be stationed on site during all racing hours and can be contacted via radio
- The Horse Ambulance is staged directly adjacent to main racetrack entry gate during all racing hours
- Ambulance driver is stationed at Horse Ambulance during each race
- Once notified of an accident requiring Horse Ambulance during each race
- Once notified of an accident scene staying as close to the outside rail as possible
- Once on the accident scene, Horse Ambulance driver will follow the instructions of the track veterinarian

Accidents Involving Multiple Jockeys/ Horses

- As Los Alamitos always has two fully staffed BLS Ambulances on duty during all racing hours, should there be an incident involving two or more horses/ jockeys the first ambulance crew which follows the races will assess the situation and call for the backup ambulance to respond to the accident scene if necessary
- Both of the BLS Ambulance units can transport two patients, but if additional transport support is required the Ambulance Crew will notify the Security Communications desk and request the necessary Paramedic support
- The injury protocol followed in single injury incidents will be followed in any multiple injury accident
- The Horse Ambulance procedures will be followed as in a single horse injury incident. The Los Alamitos Horse Ambulance can transport two injured horses at a time. Should additional transportation be needed, a specially equipped backup Horse Ambulance is on site at all times and will be used at the directions of the track Veterinarian

Los Alamitos Race Course
Emergency Protocol
Human/ Horse Ambulance in Paddock (Race Day)

EMT Coverage of Paddock Area

- During the saddling of horses in the paddock on race days one of the two ambulance crews will be stationed directly adjacent to the paddock/ walking ring to respond to any incident
- If there is an incident in the paddock it will be the responsibility of the Paddock Judge to direct all horses and spectators safely away from the incident scene
- Security guard assigned to paddock area will notify stewards and security communications desk of incident
- If there are horses already on the track for an upcoming race, the Stewards will notify the Starter to hold horses behind the gate until situation is resolved
- EMT's will assess any injury and will make the decision if transport is necessary
- If transport is necessary the on site backup ambulance unit and EMT Crew will remain on scene to provide ambulance coverage for upcoming race

Horse Ambulance Coverage of Paddock Area

- If there is an incident in the paddock requiring Horse Ambulance, the security officer assigned to the paddock area will notify the Horse Ambulance driver via radio and the Stewards at extension 2749
- It will be the duty of the Paddock Judge to direct the other horses and spectators away from the injured horse
- The Stewards will notify the Starting gate of the incident. Assistant starters will be dispatched to the paddock to assist loading the injured into the Horse Ambulance
- If there are horses on the track for an upcoming race they will be held behind the Starting gate until the Horse Ambulance exits the track

**Los Alamitos Race Course
Accident/ Injury Procedures
Patron Injury**

Patron Injury/ Non Live Racing Hours

- If a patron is injured the Security Communications desk is notified immediately at extension 2660. The specific location of the incident is reported and the Security Communications directs on site security personnel to the location
- Security personnel confirm with patron that they request medical assistance. If patron is unable to respond, security personnel request medical assistance
- If patron requests medical assistance or if patron is unable to respond, Security Communications desk calls for Paramedic assistance
- Paramedics responding to patron assistance are pre-instructed to enter Los Alamitos Race Course through main breezeway adjacent to Security Office. If patron is not mobile, Security personnel will escort Paramedics to patron location
- Paramedics will make determination to transport patron to a hospital for treatment

Patron Injury/ Live Racing Hours

- The backup EMT Ambulance Crew is stationed on site
- Patrons with minor medical complaints are directed to the Security Office where Security Communications can radio for EMT crew to check vital signs and advise on additional treatment such as seeing a personal doctor, going to emergency room or medical clinic
- Patrons in need of immediate additional care are kept on site while Paramedic assistance is requested through Security Communications Desk
- Patrons who are not mobile are assisted by EMT crew at location of incident while Paramedic assistance is requested through Security Communications Desk

Los Alamitos Race Course
Accident/ Injury Procedures
Employee Injury

- All employee injuries should immediately be reported to Security Communications Desk
- If available, employee's department supervisor will be notified and will respond to injured employee along with Security Department Personnel
- If employee's department supervisor is not available, available members of racetrack administration staff will respond to location
- If injury appears life threatening, the Security Communications desk is directed to call for Paramedic assistance. Paramedics are directed to respond to the Main Breezeway located adjacent to the Security Office
- If the injury is not serious and it is deemed safe to do so, employee will be transported to the Healthpoint Industrial Clinic for treatment

Los Angeles County Fair
4961 Katella Avenue
Cypress, CA 90720

March 2, 2024

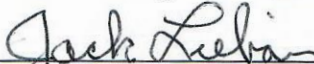
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Mr. Chaney:

It is hereby requested that exemption be granted with respect to these two fire clearances pursuant to the 45-day provision of Board Rule 1927.

Respectfully submitted
Los Angeles County Fair
Los Alamitos Racing Association, Manager

By



Jack Liebau, Vice President



ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy Fire Chief

(714) 573-6000

www.ocfa.org

February 26, 2024

Los Alamitos Race Course
4961 Katella Av.
Los Alamitos, CA 90720
Attn : Mr. Frank Sherren

Dear Mr. Sherren,

This letter is in response to your request for a fire and life safety clearance at the above address. The Los Alamitos Race Course maintains a reasonable degree of fire safety throughout the year and there are currently no open fire code violations.

If I can be of further assistance, please contact me at 714-527-9431.

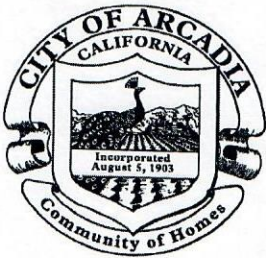
Respectfully,

A handwritten signature in black ink, appearing to read "Antonio Aleman".

Antonio Aleman
Assistant Fire Marshal – Area 1 Office
Prevention Field Services

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES



City of Arcadia

Fire Department

Chen Suen
Fire Chief

December 5, 2023

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

RE: Los Angeles Turf Club Fire Clearance


To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of December 10, 2023 through July 20, 2024.

It is requested that this letter be accepted as the report of that inspection. During the inspection no serious fire or life safety code violations were noted, and all permitted uses may continue.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned racing dates at Los Angeles Turf Club, Arcadia, California.

Sincerely,


Mark Krikorian
Fire Marshal

cc: Nate Newby, Senior Vice President & General Manager, L.A.T.C.
Jason Spetnagel, Vice President of Operations, L.A.T.C.
Ed Martinez, Director of Facilities & Grounds, L.A.T.C.
Joshua Funk, Fire Marshal, L.A.T.C.

North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010



Monday, 7 August, 2023

Attn: Joshua Funk
San Luis Rey
5772 Camino Del Rey
Bonsall, CA 92003

Property Address:
San Luis Rey Training Center
5772 CAMINO DEL REY
BONSALL, CA 92003

Re: Initial - Fire & Life Safety on August 07 2023

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspector:

Fire Protection Spec. Lars Beeghley

lbeeghley@ncfire.org

760-723-2043

Property Representative:

Joshua Funk

Number: 4524-001

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

LOS ALAMITOS RACING ASSOCIATION AND QUARTER HORSE RACING, INC., A GENERAL PARTNERSHIP, DBA LOS ALAMITOS RACE COURSE
(Name of Affiliate)

FINISH LINE SELF INSURANCE GROUP, INC.
(Master Certificateholder)

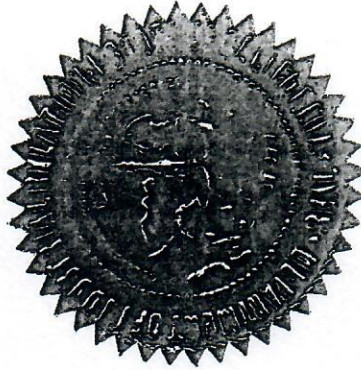
has complied with the requirements of the Director of Industrial Relations under the provision of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF JULY 2005

Mark T. Johnson
MARK T. JOHNSON, MANAGER



DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

John M. Rea
JOHN M. REA, DIRECTOR

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2 --Administration of Self-Insurance.



POST TIME
SELF INSURANCE GROUP

Steps Required in Reporting a Workers Compensation Accident

- 1. Immediately Report an accident to Post Time Self Insurance Group (714) 820-2743. You must report the incident within 24 hours.**
- 2. Obtain a treatment authorization form from the Post Time Self Insurance Group Office or, if on a weekend, from the Security office.**
- 3. Go to the designated clinic for treatment.**
Healthpointe Medical Center
7052 Oranewood Ave, Suite 6
Garden Grove (714) 903-1100

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:
Handicappers: Today's Racing Digest, Jack Karches, 2080 Las Plamas, Carlsbad, CA 92009
- 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: \$135,000
Promotional/Marketing budget for prior race meeting: \$148,000
- C. Number of hosts and hostesses employed for meeting: Eight
- D. Describe facilities set aside for new fans. Special mutuel windows designated for newcomers
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Renovation of bathrooms on backside as well as further improvements to the backside are in progress
 2. Fans Upgrades to Burgarts area
 3. Facilities in the restricted areas See E1

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.
- | | |
|------------------------------|---------------------------------|
| Admission (general) | \$3.00 |
| Admission (clubhouse) | \$10.00 Vessels, \$10 Burgart's |
| Reserved seating (general) | Free |
| Reserved seating (clubhouse) | Free |
| Parking (general) | Free |
| Parking (preferred) | \$5.00 |
| Parking (valet) | n/a |
| Programs (on-track) | \$2.50 |
| (off-track) | \$2.50 |
- B. Describe any "Season Boxes" or other special accommodation fees. n/a
- C. Describe any "package" plans such as combined parking, admission, and program. n/a

19. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters.
- Corners (lockers and cubicles) How many 60

- | | | |
|---|--|--|
| <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 quarters with separate showers, sauna, and lockers. Shared common area.

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) Frank Sherren, Facility Manager, in cooperation with CHRB investigators and City of Cypress Building Officials on (date) 11/6 and 11/7/2023.
- B. Number of rooms used for housing on the backstretch of the racetrack: 195
- C. Number of restrooms available on the backstretch of the racetrack: 11 men, 8 women
- D. Estimated ratio of restrooms to the number of backstretch personnel: 1 to 20

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: 5,100 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition.
81% sand, 16% silt and clay, 3% organic
- C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 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 is a slant rail with an aluminum face and a three foot galvanized safety panel. The Outside rail is a gooseneck design with a four by six tubing as the rail. A height of forty inches is maintained on both rails.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent and Dennis Moore, Track Consultant. The Track Safety Maintenance Program on file is still valid.
- 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.



March 7, 2024

RE: Annual Barn Area Housing Inspection

To Whom it May Concern,

On November 6th and 7th 2023, a housing and safety inspection of the Barn Area was conducted at Los Alamitos Race Course in compliance with CHRB requirements.

The inspection was scheduled and organized at the direction of the Facility Manager, Frank Sherren, and in cooperation with CHRB investigators and City of Cypress Building Officials.

Officials from the City of Cypress Building and Safety Department, Investigators from the CHRB, Los Alamitos Race Course Security Officers, Maintenance and Janitorial staff participated in the inspections.

As required, the inspection examines all restroom facilities, tack rooms and living quarters and the overall condition of the barn area.

The conditions in the barn are deemed satisfactory by city officials and CHRB investigators and in compliance with City and housing authority standards.

Respectfully,

A handwritten signature in black ink, appearing to read "Frank Sherren", is written over a light-colored background.

**Frank Sherren
Facility Manager
Los Alamitos Race Course**

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.

4/17/2024

X Jack Liebau

Jack Liebau
Vice President

Signed by: dd20e8b4-3b0c-4533-a21d-4ef3db8f2154

F. Jack Liebau Vice President

Print Name

Print Title

Date



RACE MEET AGREEMENT

Summer 2024

BETWEEN

LOS ANGELES COUNTY FAIR ASSOCIATION
(at Los Alamitos)

AND

CALIFORNIA THOROUGHBRED TRAINERS

June 19, 2024 – July 9, 2024

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RACE MEET AGREEMENT

LOS ANGELES COUNTY FAIR ASSOCIATION AT LOS ALAMITOS

June 19, 2024 – July 9, 2024

THIS AGREEMENT is entered into by and between Los Angeles County Fair Association (hereinafter referred to as "TRACK") and the California Thoroughbred Trainers, Inc., a California Corporation, (hereinafter referred to as "CTT") and becomes effective on June 19, 2024, the first day of TRACK's 2024 Summer Meet, except as otherwise provided herein, (hereinafter referred to as "2024 Summer Meet"). The 2024 Summer Meet will be conducted by TRACK at Los Alamitos Racetrack in Los Alamitos, CA.

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 2014, through 2043; and

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 racetrack, track safety, 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 meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing June 19, 2024, through July 9, 2024, which meet is hereinafter referred to as the "2024 Summer Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2024 Summer Meet and not less than a bi-weekly basis during the Meet, for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2024 Summer Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2024 Summer Meet the portion deducted for all purses pursuant to Section 19613 of the California *Business & Professions Code*. Specifically, TRACK shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-third of one percent (1/3 of 1%) to CTT, as required by law. The amounts payable to 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. Purse money and commissions generated from any Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

The sums payable under this paragraph shall be paid on by TRACK within sixty (60) days after the close of the race meet or as soon thereafter as feasible, along with a statement indicating the method of calculating such payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses, regardless of its source or origination. 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 use its best efforts to make its Condition Book for the 2024 Summer Meet available to horsemen at least 10 days prior to opening day and agrees that said book will include an index of races.

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

(a) In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, TRACK will not discriminate in any way against any trainer by reason of membership of any trainer in the CTT, or by way of any arbitrary or capricious conduct by TRACK. If any trainer asserts that TRACK shall have so discriminated on such ground or grounds, then the trainer claiming to be so aggrieved may submit his claim to TRACK or to CTT for examination, and if CTT shall then believe the claim to have merit, CTT shall be entitled to present the merits of the grievance on behalf of such trainer to TRACK. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to arbitration before a hearing officer chosen by mutual consent by TRACK and CTT. If TRACK and CTT cannot agree on a hearing officer chosen by mutual consent, a hearing officer shall be appointed immediately by the CHRB.

(b) Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without TRACK's prior consent.

(c) TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to 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. TRACK will assure that stalls being repaired will be substituted for by other stalls at TRACK's cost, if applicable.

(d) It is the intention of TRACK that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested upon the availability of stall space and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such race meet.

(e) 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 insure 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.

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 2024 Summer Meet.

IX.

FIRST POST TIME

All Post times for the 2024 Summer Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes to post time following the opening of the meeting must be submitted concurrently to CHRB and CTT for their approval.

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.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of the 2024 Summer Meet, notify the California Horse Racing Board and CTT of the offsite facility(ies) which is/are acceptable to TRACK as the auxiliary stabling facility(ies) so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facility(ies) other than such compensation as provided in the California Horse Racing Law and so long as the facility(ies) is recognized as an approved year-long training facility by the CHRB.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of TRACK's Race Meeting. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

CTT and TRACK agree to use their best efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in Sections 19535(b) and 19605.7(d) of the Business and Professions Code.

TRACK agrees to provide an official vet at the offsite stabling facility(ies) at reasonable intervals to allow trainers to work horses for removal from the Vet's List.

XII.

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.

XIII.

ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2024 Summer 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.

XIV.

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 2024 Summer Meet.

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 VIP or "official" credentials for the 2024 Summer Meet, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, California Horsemen's Safety Alliance, Post Time Self Insurance Group, and Edwin J. Gregson Foundation Board Directors, who are not trainers or otherwise covered herein, shall receive an "official" pin.

XV.

TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2024 Summer Meet, TRACK will cause the main track to be open at 5:30 a.m. and to remain open until 10:00 a.m. every day of the week.

It is the intent of TRACK and CTT that the main track will be maintained by TRACK in good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT) and be available for training seven (7) days a week on each day horses are stabled at TRACK.

TRACK agrees, while horses are stabled at TRACK during its Meet, to have a manned, operating starting gate for training on the main track.

TRACK and CTT agree that they shall work cooperatively in attempts to assess and remedy any conditions that may adversely affect the main track, and inner track, during the 2024 Summer Meet and while the main track, and inner track, are open for training preceding and following the 2024 Summer Meet. TRACK further agrees to use reasonable efforts to maintain the main track, and inner track, surrounding roads and the barn area in good and safe condition.

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.

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.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

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.

XVI.

BACKSTRETCH CAFETERIA

During the 2024 Summer 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.

XVII.

TRACK SAFETY

Within a reasonable time following its receipt, not to exceed 72 hours, TRACK agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during TRACK's 2024 Summer Meet, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of TRACK's main track, and inner track, including, without limitation, to the extent they exist, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the TRACK may be closed for racing and/or stabling, including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK, the California Horse Racing Board, Breeders' Cup or other entity. TRACK and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, Breeders' Cup or other entity, upon its receipt by TRACK. 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, and no later than on a weekly basis during each of TRACK's 2024 Summer Meet, as well as the training period before and after the 2024 Summer Meet as provided for in this Agreement.

Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to TRACK for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track, or inner track must be licensed by the CHRB before said individual enters the main track, or inner track. Additionally, said individual shall follow and comply with all applicable laws, rules and regulations. Moreover, CTT agrees to indemnify and hold harmless TRACK, and its respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track, grass

course, or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys or grooms performing their regular duties relating to training.

XVIII.

SIGNAGE & 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.

XIX.

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.

XX.

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.

XXI.

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 2024 Summer Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XXII.

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.

XXIII.

DEFAULT

The respective covenants herein contained are concurrent, 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 which requires litigation or arbitration, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXIV.

EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXV.

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 F. Jack Liebau, Vice President, Los Alamitos Racing Association, 4961 Katella Ave., Los Alamitos, CA 90720

(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.

XXVI.

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).

XXVII.

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.

XXVIII.

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 during or after the term of this Agreement.

XXVIII.

BINDING ON ALL SIGNATORIES

The persons signing on behalf of all undersigned parties agree to be bound by the terms of this Agreement, whether directly or indirectly. The persons signing on behalf of the parties designated below herein warrant that they have the legal authority to execute this Agreement. Each undersigned party agrees to take all such actions and to execute all such documents as may be necessary and desirable to implement the provisions of this Agreement fully and effectively. This Agreement is binding on all signatories below without reservation.

LOS ANGELES COUNTY FAIR ASSOCIATION

3/15/2024
Dated:

F. Jack Liebau
By Los Alamitos Racing Association Manager

CALIFORNIA THOROUGHBRED TRAINERS, INC.

February 23, 2024
Dated:

Alan F. Balch
Alan F. Balch
Executive Director

LOS ALAMITOS RACETRACK

3/15/2024
Dated:

F. Jack Liebau
F. Jack Liebau
Vice President

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of March 9, 2024 (the "Effective Date") by and between LA County Fair at Los Alamitos Racing Association ("TRACK"), 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 described TRACK'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 acknowledge, TRACK, TOC and CTT do hereby agree as follows:

- 1. TERM** This Agreement shall take effect on March 9, 2024 and shall continue through December 31, 2024 (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 TRACK (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 TRACK. 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 TRACK. TRACK 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 TRACK shall initially hire two (2) furosemide veterinarians and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If TRACK 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, TRACK 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 TRACK 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 TRACK 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 Exhibits, 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 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, TRACK, 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 TRACK, TOC and CTT. Except for TRACK, 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.

The Parties have entered into this Agreement as of the date first written above.

LA COUNTY FAIR AT LOS ALAMITOS RACING ASSOCIATION

DocuSigned by:
Jack Liebau
By: _____
C81611F0EA4C42C...
Name: Jack Liebau
Title: Managerr

THOROUGHbred OWNERS OF CALIFORNIA, INC.

DocuSigned by:
William A. Nader
By: _____
20CE0004162E418...
Name: William A. Nader
Title: President & CEO

CALIFORNIA THOROUGHbred TRAINERS, INC.

DocuSigned by:
Alan Balch
By: _____
C8B7E82D37D243A...
Name: Alan Balch
Title: CTT Executive Director



TOC

Thoroughbred Owners of California
*Serving the California
Thoroughbred Racehorse Owner*

2024

RACE MEET AGREEMENT

BETWEEN

**LOS ANGELES COUNTY
FAIR ASSOCIATION
AT LOS ALAMITOS**

AND

**THOROUGHBRED OWNERS
OF CALIFORNIA**

June 19, 2024
Through
July 9, 2024

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2024 RACE MEET AGREEMENT

Los Angeles County Fair Association at Los Alamitos
June 19, 2024 through July 9, 2024

THIS AGREEMENT is entered into by and between Los Angeles County Fair Association at Los Alamitos (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2024 Meeting, except as otherwise provided herein.

RECITALS

WHEREAS, TRACK is a duly licensed Fair or 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, TOC is the duly organized owners' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California; and

WHEREAS, TRACK and TOC, 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, TOC, its members, and racing patrons, and for the purpose of providing for an orderly and uniform method of stakes and overnight purse distribution by TRACK, 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 meeting and/or the Thoroughbred portion of race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing June 19, 2024 through July 9, 2024, herein referred to as the "2024 Meet".

II

PURSE DISTRIBUTION

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 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.

III.

GROSS DISTRIBUTION

Whenever the term "GROSS DISTRIBUTION" is used herein, it shall mean and refer to those portions of the funds handled in TRACK's parimutuel pools which TRACK is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California *Business and Professions Code*, increased by the amount of the underpayment of purses during TRACK's 2023 Meet, if any

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2023 Meet if applicable as provided in Section 19601(d) of the California *Business and Professions Code*.

Gross Racing Distribution does not include amounts paid as owners' premiums, breeders' awards, stallion awards, or California-bred incentive awards pursuant to the provisions of the *Business and Professions Code* Sections 19616 and 19617 actually received by TRACK but does include decreases as provided in Section 19613.5 to compensate TRACK for actual losses sustained in pari-mutuel minus pools.

IV.

TOC AND CTT DISTRIBUTIONS

In addition to the purse money specified in Paragraph V below, and pursuant to the Horse Racing Law, TRACK will pay to TOC and CTT by four separate checks, three percent (3%) of the Gross Distribution to be used as follows: two-thirds of one percent (2/3%) to TOC and one-third of one percent (1/3%) to CTT for administrative expenses and services rendered to horsemen (checks payable to TOC and CTT, Inc., respectively), one percent (1%) for welfare funds (check payable to California Thoroughbred Horsemen's Foundation, Inc.) and one percent (1%) for a pension program for backstretch personnel to be administered by CTT (check payable to CTT Backstretch Pension Fund).

Payment shall be made when TRACK determines total purse money generated during the 2024 Meet but in no event longer than 30 days from the close of the 2024 Meet.

V.

NET DISTRIBUTION

Whenever the term "Net Racing Distribution" is used herein, it shall mean the balance of funds constituting Gross Racing Distribution less:

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code*;
2. *and*,
3. Funds authorized for the Cal-bred Maiden Bonus program by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses a sum not less 97% of the Gross Distribution and will pay the remaining 3% as set forth in Articles III and IV. The amounts payable in stakes and overnight purses will hereafter be referred to as "Net Distribution," regardless of any actual underpayment or overpayment of such amounts payable. By way of example only, and solely by way of clarification: If, at said 2024 Meet, TRACK's Gross Distribution was \$1,000,000.00, TOC would receive two-thirds of one percent (2/3%); CTT would receive one-third of one percent (1/3%); California Thoroughbred Horsemen's Foundation, Inc. would receive one percent (1%); and CTT Backstretch Pension Fund would receive one percent (1%). The Net Distribution would be \$970,000.00.

TRACK shall, during the 2024 Meet, include in purse money available any underpayment from the 2023 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 6% fund generated during the 2023 Meet reduced by 3% and paid to TOC and CTT in the same percentages as provided in Articles IV and V.

VI.

STAKES SCHEDULE

From the total purse distribution available for the 2024 Meet, the amount of horsemen's money paid as stakes shall be in accordance with the schedule attached hereto and made a part hereof as Exhibit "A," unless otherwise agreed upon by TRACK and TOC.

When a division of stakes event is necessary, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled, provided further, however, that, when a stakes originally scheduled for \$75,000 or more is split, each division shall be run for a purse of \$60,000. Additional purse money paid as the result of splitting a stakes shall be considered stakes money and shall not be considered overnight monies.

TRACK shall not split a stakes race without first obtaining the written approval of TOC.

Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as 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.

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 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.

In the event that any overnight stakes race receives entries from fewer than six (6) separate wagering interests with less than four (4) 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.

TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for the 2024 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2024 Meet.

VII.

DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of April 24, 2024 the current overpayment in the combined purse accounts for the 2023 Thoroughbred and Fair meets, is estimated to be approximately (\$267,347). Depending on the results of these three Meets, adjustments may need to be made in the purse levels of those Meets. The purse levels for the LACF at Los Alamitos Meet have been approved by TOC and the purse levels for the other two Meets will be considered in the negotiation of the Race Meet Agreements of the other two Meets.

Notwithstanding anything to the contrary provided herein, if at any time during the 2024 Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the projected final average daily purse generation will be meaningfully less than the budgeted 2024 average daily purse generation, or in the event the purse projections for the 2024 Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to

the announced stakes program and overnight purse structure; e.g., if overall purses are reduced by ten (10) percent, then the total stakes program shall be reduced by ten (10) percent, and the total overnight purse schedule, shall be reduced by ten (10) percent. TRACK shall not decrease purses without prior written consent from TOC.

Notwithstanding anything to the contrary provided herein, if it appears to TRACK and TOC at any time during the 2024 Meet that the average daily purse generation will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. Any such increases in overnight purses shall occur both retroactively and prospectively.

The Overnight Purse schedule is attached hereto and made a part hereof as Exhibit B. TRACK agrees to obtain prior written approval from TOC with respect to any changes in types of races and purses offered for such races that differ from types of races and purses approved by TOC in Exhibit B.

VIII.

UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to establish consistency and uniformity for overnight purse schedules. The Condition Book for the 2024 Meet shall be submitted to TOC for its approval, prior to its publication. Without the prior written consent of TOC, which will not be unreasonably withheld, TRACK shall not increase nor decrease overnight purses for races which are written for the same quality of horses and substantially the same conditions as those provided in the Condition Book provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of parimutuel handle for the 2024 Meet. Any such changes, however, can be made only after first obtaining the written approval of TOC, which will not be unreasonably withheld.

IX.

RACING PROGRAMS

TRACK may from time to time present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior written consent of TOC, and purse monies paid thereunder shall not be deemed a part of the total stakes purses for the 2024 Race Meet. The owner of each horse entered in such races shall be required to pay a reasonable nomination fee. The same scratch policy shall apply as in normal overnight races.

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race during TRACK's 2024 Meet, other than as provided for herein.

Purses paid for overnight races during the 2024 Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the prior written consent of TOC. Said changes, if any, shall be applied proportionately across all types and conditions of overnight races.

TRACK further agrees that:

1. The minimum claiming price for maiden Thoroughbreds shall be \$20,000.00 provided further that the minimum claiming price offered in Cal-Bred maiden races will be \$32,000.00.
2. Races shall be written in such a manner as to not penalize a horse for its maiden win;
3. Purses for Cal-Bred races shall be equivalent to purses paid in “open” races for substantially the same class and conditions.
4. Purses paid for two-and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;
5. Purses for all overnight races run during the 2024 Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
 - Sixty percent (60%) of the purse to the winning owner.
 - Twenty (20%) for second;
 - Twelve (12%) for third;
 - Six (6%) for fourth; and,
 - Two (2%) for fifth.

Purses for all stakes races run during the 2024 Meet shall be divided and paid to the owner(s) of the horses finishing first through tenth as follows:

- Fifty-five percent (55%) of the purse to the winning owner.
- Eighteen (18%) for second;
- Twelve (12%) for third;
- Six (6%) for fourth;
- Four (4%) for fifth;
- Two (2%) for sixth;
- One (1%) for seventh and eighth; and,
- Half (0.5%) for ninth and tenth.

In the event there are not enough starters in a stakes race, and correspondingly finishing purse distributions, to maintain “black type” status pursuant to ICSC guidelines of such a scheduled stakes race, TRACK will notify TOC for permission to redistribute unused finishing purse distributions proportionately to actual starters.

6. A “Participation Purse” in the amount of \$500.00 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.

7. The “date” system as mutually agreed to by TRACK and TOC shall be utilized for purposes of determining which horses have priority when entering races;
8. Reasonable efforts shall be used so as to run an average of not more than one starter allowance race per day;
9. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;
10. Minimum qualifying claiming levels for purposes of the Cal-bred Race Fund Incentives shall be \$40,000.00;
11. Four-furlong races will only be offered and run with purses in accordance with the schedule attached Exhibit B during the 2024 Meet. Purses for 4-furlong races will be evaluated on an annual basis.
12. 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 claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK from purse account 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 Cal-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 Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. 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;
13. In the event overnight purses are increased during the course of the 2024 Meet, retroactive increases in the Cal-Bred Incentive and Allowance race programs described in this Article will be made, unless otherwise specifically agreed by TRACK and TOC;
14. Appropriate “Finish Line” signage, equal in size and character to any Los Alamitos sign, shall be maintained, at no cost to TOC, in the first position past the finish line during the TRACK’s 2024 Meet;
15. Within thirty (30) days following the 2024 Meet, a complete written account of all Paymaster earnings during the 2024 Meet shall be provided to TOC, at no cost.

For purposes of this agreement and/or any other aspect of the race meet to which such terms may apply, "short" shall mean race distances less than one mile and "long" shall mean race distances equal to or greater than one mile.

In addition, during the term of the Agreement, TRACK and TOC agree that the following terms and conditions shall apply:

1. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2024 Meet. Such cleaning shall occur on the day on which 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;
2. The following are the workout criteria that will be in effect for the 2024 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2024 Meet are as follows:
 - (a) For 3-year-olds and up, all first-time starters: three works; one at least 5/8 mile; the other two at least 3/8 mile, and gate approval.
 - (b) For 2-year-olds, all first-time starters; two works; one at least 1/2 mile; the other one at least 3/8 mile and gate approval.
 - (c) Horses, which have not raced in 90 days: three works with at least two works during the last 60 days and one work during the last 30 days.
 - (d) Horses, which have not raced in 60 days: two works, with one during the last 30 days.
 - (e) Horses, which have not raced in 30 days: one work at least 3/8 mile within those 30 days.
 - (f) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards.
 - (g) 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;
3. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2024 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2024 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.

4. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race, provided the scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race at the TRACK on either of the next two following days of entries. It is understood by the Parties that all such scratches require the concurrence of the Stewards.
5. 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 fourteen (14).
6. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run.
7. 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 9:30 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. 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.

Further, should TRACK elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision, in writing.

Should TRACK desire to conduct more races on any given race day than the proposed number included in TRACKS's approved CHRB license application; TRACK shall first obtain written approval from TOC.

9. Subject to Guidelines of the Orange County Health Department, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.
10. Subject to Guidelines of the Orange County Health Department, TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race.
11. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such

Incompass services data as is reasonably available and necessary to respond to TOC's request.

12. TRACK agrees that should it 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 hereinbelow 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.

X.

NUMBER OF HORSES IN A RACE

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2024 Meet, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has the discretion to use overnight stakes, 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 when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

XI.

DISTRIBUTION ESTIMATED

Because the total amount available for distribution as stakes and overnight purses is dependent upon the amount of TRACK's parimutuel pools and the breakage, and since the total amount of such pools and breakage will not be known until the conclusion of the 2024 Meet, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this agreement and law. However, if at the close of the 2024 Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK in the succeeding year. Any underpayment shall either be retroactively paid for the Meet or carried over by TRACK to be used as purses during the next Race Meeting conducted by TRACK, as determined by TOC.

The amount carried over for purses, if any, shall accrue interest commencing from the close of the 2024 Meet to the commencement of the next Meet.

XII.

FIRST POST TIME

The first post of TRACK's daily racing program shall begin at 12:30 p.m. on weekends and 1:00 p.m. on weekdays. Should TRACK request a change in post times from their approved license application, TRACK will request written approval from TOC and such approval will not be unreasonably withheld. For all subsequent meets; TRACK shall furnish TOC with a copy of their license application concurrently when they apply to CHRB in order for TOC to have ample time to review and support.

XIII.

TOC COVENANTS

During the term of this Agreement and as long as TRACK is not in breach of the terms of this Agreement, TOC 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, nor will it encourage any of its members to do so; but shall, so long as TRACK is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with, and respect the obligations of TOC hereunder.

XIV.

TRACK COVENANTS

During the term of this Agreement and as long 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 2024 Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California Thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

XV.

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; failure of TOC to comply with TOC's obligations hereunder; 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.

XVI.

MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2024 Meet, and are ready to participate in such scheduled races, TRACK will run an average of not less than 2.5 maiden races per day during the 2024 Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

It is also understood and agreed that TRACK will use its best efforts to provide one (1) race on each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the California Horse Racing Board Rules and Regulations. In the event a Cal-Bred race does not fill, the race will be opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

A Cal-Bred race shall not be opened up in the event that a sufficient number of Cal-Bred horses are entered to meet the requirements of this Agreement with respect to the minimum number of starters required to fill a race.

XVII.

MUTUALITY

TRACK and TOC 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 plain through maintenance of high standards of fairness and honesty.

A Horsemen Management Committee may be created, composed of such members of the TOC and CTT as they may designate and the President and/or General Manager, the Racing Secretary, and other administrative officials to be designated by TRACK. All matters concerning problems of the horsemen with the TRACK will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

XVIII.

STALL ASSIGNMENTS

In the allocation and assignment of stall space for thoroughbreds, so long as owner and trainer are duly licensed, TRACK will not discriminate in any way against any owner by reason of membership of any owner in TOC or for any reason not associated with the criteria listed below in this paragraph. 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, it shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

Stalls 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.

It is the intention of TRACK that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space and taking into consideration the character of the Meet contemplated to be held by TRACK, and the horses suitable for the holding of such race meet.

TRACK agrees that its stalls will be ready, available, and allocated, and the track will, with respect to the 2024 Meet, be open, available, and in condition for training at no charge to horsemen at least 10 days prior to the opening day of the 2024 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time

TRACK agrees that the track will be open, available and in condition for training at no charge to horsemen at least two (2) days following the close of the 2024 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

In the event training activities are interrupted by a special event, TRACK agrees to notify TOC prior to execution of any special event agreement (e.g., vendor agreement) to determine a reasonable remedy for the interruption of training.

TRACK agrees that it will keep the track in a safe condition during the 2024 Meet and while the track is open for training preceding and following the 2024 Meet.

XIX.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least 60 days prior to the opening of its 2024 Meet, notify the California Horse Racing Board and TOC that approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities, so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing Law.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at authorized auxiliary facilities well in advance of the opening of TRACK's 2024 Meet.

TRACK and TOC agree to use their best efforts to cause horsemen to be reimbursed promptly for vanning as provided in the California Horse Racing Law.

TRACK agrees to provide to TOC a written report on the occupancy and/or availability of stalls at TRACK during the ten-day period preceding the opening of the 2024 Meet, during the 2024 Meet and for five days following the 2024 Meet.

XX.

ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2024 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 seek 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.

TOC 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, TOC 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 TOC 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.

XXI.

FIRE AND DISASTER INSURANCE

The fire and disaster insurance policy is attached as Exhibit C. 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 C 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 C terminate during the Term. Additionally, if no policy is attached as Exhibit C 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.

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 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.

XXII.

ACCESSIBILITY TO TRACK

Stable access stickers will be issued to all TOC Board members and authorized personnel of TOC and will be valid all hours commencing at 10:00 a.m.

XXIII.

DEFAULT

The respective covenants herein contained are concurrent, and no covenant shall be enforced by either party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXIV.

BINDING

This Agreement shall be binding on and inure to the 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).

XXV.

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.

XXVI.

OWNERS' PROPRIETARY RIGHTS

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.

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting 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 organizations, 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 rebroadcasting of races. TRACK shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast or re-broadcast thoroughbred races conducted at TRACK.

TOC, on behalf of all owners participating in TRACK's 2024 Meet, consent to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2024 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 receives 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. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2024 Meet, further agrees that the nomination of or entry of a horse 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.

XXVII.

RACE SPONSORSHIPS

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, for race sponsorships TRACK shall pay to purses or TOC an amount equal to at least one-half of the 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 with one or more races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

XXIII.

DAILY FANTASY SPORTS

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 TRACKS. TRACKS and TOC agree that 50% of any revenue generated from Daily Fantasy Sports Contests will be distributed to the purse account.

XXIX.

INTRASTATE SIMULCASTING

Purse money and commissions generated from Intrastate Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

XXX.

INTERSTATE SIMULCASTING (EXPORT)

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 Exhibit D. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other interstate satellite locations.

TRACK and TOC agree that Exhibit D to this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said letter agreement shall include TRACK's request to simulcast to additional satellite locations and TOC's consent thereto. Each request by TRACK shall state the satellite location and the address thereof, the race(s) which TRACK desires to simulcast (in detail, for example, special races, full cards, etc.), the type of races conducted at the simulcast location, for example, quarter horse racing, standardbred racing, dog racing, thoroughbred racing or mixed meets, (TRACK shall indicate if there is no live racing at the simulcast location) and the consideration that TRACK will receive for simulcasting such race(s). Unless otherwise agreed upon, such consideration shall, after payment of California license fees and breeders' awards, be shared equally for purses and commissions. TOC agrees to use reasonable efforts to respond to each request by TRACK within seventy-two (72) hours after receipt of such request by TOC, excluding Saturdays and Sundays.

As a condition of TOC's consent for TRACK to provide the audio-visual signal of its races to locations which engage in phone and/or internet wagering, herein called "ADW" wagering, TRACK shall take all reasonable steps to identify by percentage the handle source. As a further condition of TOC's consent, TRACK must require its tote vendor with respect to each location that engages in ADW wagering, to agree to and provide to TRACK and TOC within 10 days following the close of TRACK's meet, the breakdown for each location's daily handle as between ADW wager and other than ADW wagers.

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. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the TRACK to be used for purses and retroactive payment of purses. TRACK agrees that TOC's consent to simulcast TRACK's races to interstate simulcast locations provided for herein shall not constitute a waiver of TOC's and owners' rights to pursue whatever legal remedies available which TOC and owners may have to obtain fifty percent (50%) of all net decoder revenue (to be used for purses and retroactive payment of purses) received by TRACK during the 2024 Meet and prior meets conducted by TRACK.

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 has 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.

XXXI.

INTERSTATE SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-state locations. The parties expressly agree that any and all interstate/out-of-state simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.2 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-state locations from whom TRACK intends to import races for wagering purposes.

Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

XXXII.

INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit E. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

With respect to international simulcast races, the compensation paid to TRACK shall be divided equally between commissions for and purses at TRACK.

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other foreign satellite locations. TRACK and TOC agree that Exhibit E to this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and TOC. Any amendments to Exhibit E must comply with the provisions outlined in Article XXVIII.

XXXIII.

INTERNATIONAL SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-country locations. The parties expressly agree that any and all international/out-of-country simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.3 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-country locations from whom TRACK intends to import races for wagering purposes.

Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

XXXIV.

INTRASTATE ADVANCE DEPOSIT WAGERING (“ADW”)

Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term 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.

XXXV.

RECEIVING BARN

TRACK agrees that it will at all times during the term hereof maintain the receiving barn in a clean and orderly condition.

XXXVI.

CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior written consent of TOC, TRACK shall not, during the pending race meeting, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels, or eligibility requirements, that were utilized during TRACK’s 2024 Meet, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK’s stall application form or contained within the Condition Books that were utilized during TRACK’s 2024 Meet.

XXXVII.

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 2024 Meet.

TRACK shall provide free Clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

TRACK further agrees to issue to all TOC Board members and its President and Executive Director, VIP or "officials" credentials for the 2024 Meet, including but not limited to, an "official's" pin and Vessels Club, or equivalent, guest pass. All other TOC-authorized personnel, up to a maximum of five (5) shall receive an "official's" credential.

TRACK agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing.

XXXVIII.

FUTURE RACE MEET AGREEMENTS

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (1st) day of the Next Year Meet. TRACK shall notify TOC within 21 days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in a good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XVI herein.

XXXVIX.

NOTICES

Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid as follows:

- (a) If to TRACK: Mr. Jack Liebau
Vice President
Los Alamitos
4961 E. Katella Avenue
Los Alamitos California 90720

(b) If to TOC: William A. Nader
President & CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

XL.

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).

XLI.

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 in writing duly executed by an authorized representative of each party.

XLII.

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.

XLIII.

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 upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges following such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers.

LOS ALAMITOS

5/3/2024

Dated:

DocuSigned by:

Jack Liebau

C01011F0EA4C42C...

Mr. Jack Liebau
Vice President

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

5/3/2024

Dated:

DocuSigned by:

William A. Nader

20CE0094162E418...

William A. Nader
President & CEO

EXHIBIT A

2024 Stakes Schedule

**LOS ALAMITOS RACE COURSE
STAKES SCHEDULE**

Closing Thursday, June 13, 2024

Saturday, June 22, 2024 \$100,000 Guaranteed



BERTRANDO STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Thursday, June 20, 2024

Saturday, June 29, 2024 \$100,000 Guaranteed

LOS ALAMITOS DERBY

For Three Year Olds

One Mile And One Eighth

Closing Thursday, June 27, 2024

Saturday, July 6, 2024 \$200,000 Guaranteed

GREAT LADY M STAKES - Grade II

For Fillies And Mares Three Year Olds and Upward

Six And One Half Furlongs

EXHIBIT B 2024 OVERNIGHT SCHEDULE

LACF @ Los AI 2024	
Revised	
CONDITION	New Purses
MDN CLM 20,000	\$ 17,500.00
MDN CLM 30,000	\$ 20,000.00
MDN CLM 40,000	\$ 23,500.00
MDN CLM 50,000	\$ 26,000.00
MDN CLM 75,000	\$ 30,000.00
MDN ALW	\$ 41,000.00
CLM 6,250	\$ 12,000.00
CLM 6,250 CLAUSE	\$ 11,000.00
CLM 8,000	\$ 13,000.00
CLM 8,000 CLAUSE	\$ 12,000.00
CLM 10,000	\$ 17,000.00
CLM 10,000 CLAUSE	\$ 16,000.00
CLM 12,500	\$ 20,000.00
CLM 12,500 CLAUSE	\$ 19,000.00
CLM 16,000	\$ 21,000.00
CLM 16,000 CLAUSE	\$ 20,000.00
CLM 20,000	\$ 25,000.00
CLM 20,000 CLAUSE	\$ 24,000.00
CLM 25,000	\$ 26,000.00
*CLM 25,000 CLAUSE	\$ 25,000.00
CLM 32,000	\$ 29,000.00
*CLM 32,000 CLAUSE	\$ 28,000.00
CLM 40,000	\$ 31,000.00
CLM 50,000	\$ 33,000.00
STR ALW 6,250	\$ 14,000.00
STR ALW 8,000	\$ 15,000.00
STR ALW 12,500	\$ 18,000.00
STR ALW 16,000	\$ 19,000.00
STR ALW 20,000	\$ 20,000.00
STR ALW 30,000	\$ 26,000.00
STR ALW 40,000	\$ 29,000.00
STR ALW 50,000	\$ 30,000.00
ALW OPT-CLM 20,000	\$ 44,000.00
ALW OPT-CLM 40,000	\$ 46,000.00
ALW OPT-CLM 62,500	\$ 48,000.00
ALW	\$ 43,000.00
OVERNIGHT HANDICAP	\$ 75,000.00
STAKES	\$ 100,000.00

CAL BRED %		
12%	STR ALW	Plus up to (\$\$) to CAL BRED Winner's
	STR OPT CLM	
	OPEN CLM OVER \$40K	
30%	MDN ALW	Plus up to (\$\$) to CAL BRED'S
	ALW OPT CLM	
	ALW	

EXHIBIT C
FIRE & DISASTER INSURANCE

Attached Hereto



EXHIBIT D INTERSTATE SIMULCASTS

Los Alamitos			
Commingled Locations			
AmWest Entertainment	Ellis Park	Maroon (Uruguay)	Scarlet Pearl Casino (MS)
AmwestAccounts	Emerald Downs	Maryland Jockey Club	Scioto Downs
Caribbean Locations	Evangelina Downs	Meadowlands (NJ)	Seabrook Greyhound
Coeur D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA	Southland Greyhound
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	State Fair (Lincoln, NE)
Bangor Raceway	Favorites at Gloucester (NJ)	Mobile Greyhound	Suaoposta (Brazil) ADW
Barbados Turf Club	Finger Lakes	Monmouth Park (NJ)	Suffolk District OTB
Batavia	Finger Lakes ADW	Montana OTB	Suffolk Downs
Beltarra Park	Fonner Park	Monticello	Sunland Park
BetAmerica	Freehold (NJ)	Mountaineer Park	SunRay Park & Casino
Beau Rivage Casino (MS)	Gillespie County Fair	Nassau Regional OTB	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Group	Nevada Pari-Mutual Assoc.	Taunton ADW
Borgata Casino (NJ)	Global Wagering Solutions	Newport Jai Alai	Taunton Dog Track Inc.
Buffalo Raceway	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	The Downs at Albuquerque
Centerbury Park	Racebets, Sportech Netherlands,	New Palace Casino (MS)	Thistledown
Capital District OTB	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Tioga Downs
Catskills OTB	Bet365, Ladbrokes Coral, UK Tote		Cedar Downs OTB
Charles Town Race Course	4 Racing/Gold Coast (South Africa)	Northville Downs	Tri-State GH (Mardi Gras)
Churchill Downs	Gold Strike Casino (MS)	NYRA	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Grants Pass (& Oregon OTB's)	NYRA ADW	Turf Paradise
Columbus Raceway	Greasetrack	Oaklawn Park	Turfway Park
Connecticut OTB	Greyhound at Post Falls	Oaklawn Park ADW	TVG
Bradley Teletheater, Bristol	Gulfstream Park	Ocean Downs	TVG High Volume
New Britain, Norwalk, Milford	Harrath's Philadelphia (Chester)	Panama	Twin River Greyhound
East Haven, Hartford, Putnam	Harrington Raceway	PariBet ADW	TwinSpires
Shoreline Star, Sports Haven	HarringtonBets ADW (DE regional)	PariBet OTB (North Dakota)	TwinSpires High Volume
Torrington, Waterbury	Harlow's Casino (MS)	PARX	US Off Track ADW
Manchester, New London	Hawthorne Race Course	PARX ADW	Velocity Wagering Ltd.
Willimantic, Sanford OTB	Hawthorne ADW	Pann National	Vernon Downs
John Martin's Manor Restaurant	Hocosi'er Park	Pann National ADW	WatchandWager ADW
Connecticut OTB ADW	Horseman's Park	Paru	Western OTB
Coushatta Casino	Horseshoe Council Bluffs (William Hill)	Plainridge Race Course	Wheeling Downs
Paragon Casino	Klabat	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Indiana Downs	Player Management Group	Wyoming (307 Racing)
Mohegan Sun Casino	Clarksville/Evansville OTB	PlayUp Limited ADW	Wyoming OTB
Oneida Bingo and Casino	Intermountain Racing	Pocono Downs ADW	Wyoming Downs
Pony Bar Simulcast Center	Jockey Club Brasilia	Pocono Downs/OTB	XpressBet
Tote Investment Racing	Keeneland	Paintbet	Yonkers Raceway
Randall James Racetrack	Keeneland Select ADW	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Millenium Racing	Kentucky Downs	Premier Gateway International	Youbet Group 1
Royal Beach Casino	Kentucky OTB	Premier Turf Club	Zia Park
Divi Carina Bay Casino	Lawiston OTB's	Presque Isle	123Gaming
Winner's Circle	Lien Games	Racing & Gaming Services	
Corpus Christi Greyhound	Chips Lounge/Rumors OTB	Remington Park	Separate Pool Locations
Dayton Raceway	Howard Johnsons OTB	Remington OTB Network	Camarero (Puerto Rico)
Delaware Park	Skydancer Casino OTB	Retama Park	Caymanas (Jamaica)
Delta Downs	X the Spot (Virgin Islands)	Riverwalk Casino (MS)	Codere (Mexico)
Dover Downs	Offtrackbetting ADW	Ruidoso Downs	MIR Books (California)
DraftKings	Lone Star	Running Aces Harness Park	NDS Books (Nevada)
Dubuque (Iowa Greyhound)	Louisiana Downs	Sam Houston	Racing & Wagering Western Australia
Wild Rose OTB's	LVDC	Valley Greyhound Park	Suaoposta (Brazil) ADW
Egg Harbor ITW (NJ)	Atlantis Paradise Casino	Saratoga Harness Raceway	Tabcorp (Australia)
Elite Turf Club	Buffalo Thunder Resort	Saratoga Bets (NY)	XB (GWS)
	Foxwoods Resort Casino	Saratoga Harness ADW (National)	
	Mahoning Valley		
Canadian Locations			
Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs			
Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs,			
Marquis Downs, Mohawk, Northside Downs, Picav Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres			
Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta			

EXHIBIT E
INTERNATIONAL SIMULCASTS

See EXHIBIT D for list of International simulcast outlets.



STAFF ANALYSIS

Discussion and action by the Board regarding an amendment to the application to conduct Advance Deposit Wagering by provider Churchill Downs Technology Initiatives Company dba TwinSpires and dba BetAmerica, pursuant to Board Rule 2072(l)

Board Meeting
May 16, 2024

ISSUE:

Churchill Downs Technology Initiatives Company (CDTIC) dba TwinSpires and dba BetAmerica, an out-of-state multijurisdictional wagering hub with a California Horse Racing Board (Board) approval to conduct advance deposit wagering (ADW), submitted a request for Board approval of an amendment to information contained in its ADW application, pursuant to Board Rule 2072(l).

BACKGROUND:

Business and Professions Code 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.

At its November 22, 2022 meeting, the Board granted CDTIC an approval as an out-of-state ADW provider, with a term of January 1, 2023, through December 31, 2024. Under its current approval, CDTIC may accept wagers from California residents on Thoroughbred races conducted outside of California through December 31, 2023, and on Quarter Horse and Standardbred races conducted outside of California through December 31, 2024. CDTIC may also accept wagers from California residents on races conducted by a California association or fair if the Board approves a race meet application submitted by the association or fair that includes an ADW agreement with CDTIC, along with approval from the appropriate horsemen's organization.

At its October 19, 2023 meeting, the Board approved a request by CDTIC to amend the operating procedures contained in its ADW application to include the use of a portal by which customers of DraftKings' website and mobile application could access CDTIC's ADW services in California.

ANALYSIS:

Board Rule 2072(l) provides that, subsequent to Board approval of an application to conduct ADW, any amendments to information or operating procedures contained in the application be permitted by order of the Board or by Board approval of a request submitted in writing by the applicant.

Chad Riney has resigned in his position as Secretary of CDTIC, and Andrew Silver has been appointed the new Secretary. This change is reflected in section 1B, 3B4, and 3B8

of the application (see attached updated application pages). Additionally, Mr. Silver has applied for an occupational license, as required by Board Rule 1481(b)(2).

Approval of CDTIC's request would ensure that information contained in its ADW application is accurate and reflects its current operations.

RECOMMENDATION:

This item is presented for Board discussion and action.

CHURCHILL DOWNS

INCORPORATED

via FedEx and Electronic Mail

April 11, 2024

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

RE: Churchill Downs Technology Initiatives Company
Amendment to 2023-2024 License Application

To Whom It May Concern:

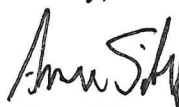
I write on behalf of Churchill Downs Technology Initiatives Company (CDTIC) following up on my March 25, 2024 email correspondence to Rick Pimentel, in which CDTIC provided notice that Chad Riney has resigned his position as Secretary of CDTIC, and that I have been appointed to serve in that role.

As requested, please accept this letter as an amendment to CDTIC's 2023-2024 license application. Specifically, we amend our response to questions 1.B, 3.B.4, and 3.B.8 to remove Mr. Riney's name and replace it with mine. Amended copies of those application pages are attached to this letter.

Additionally enclosed with this letter is a completed Application for License for myself, together with a check for the \$200 fee set forth in Rule 1481(b)(2).

Thank you for your assistance in this matter. If we can answer any further questions on this subject or provide any additional information, please do not hesitate to contact me at Andrew.Silver@twinspires.com or (502) 678-5719.

Sincerely,



Andrew Silver

Cc (by email): Rick Pimentel (repimentel@chr.ca.gov)
Laura Sandoval (LauraS@chr.ca.gov)

Enclosure

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of \$500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A. Name, mailing address, telephone and fax numbers:

Churchill Downs Technology Initiatives Company
9931 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Phone: (502)636-4400 Fax: (502)394-1180

B. Name, title, license number and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations:

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
Andrew Silver	IN (pending); OR (pending)	Application pending	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Benjamin Murr	See Exhibit 1.B	320172	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Marcia A. Dall	See Exhibit 1.B	323322	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Shirl McConville	See Exhibit 1.B	401355	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
William C. Carstanjen	See Exhibit 1.B	323321	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
William E. Mudd	See Exhibit 1.B	323323	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

C. Name, title and mailing address of the California agent for receipt of service of process:

CT Corporation System
818 W. Seventh St, Suite 930, Los Angeles, CA 90017

D. Attach the contract with the California racing association or fair and the required horsemen's approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes. **See Exhibit 2**

CHRB CERTIFICATION		
Application received:		Hearing date:
Reviewed:		Approval date:

2. DATES OF OPERATION

- A. Dates Advance Deposit Wagering will be conducted:
Every day of the year
- B. Hours Advance Deposit Wagering will be conducted:
24 hours per day

3. BUSINESS STRUCTURE

- A. Corporation (complete subsection B)
- LLC (complete subsection C)
- Other (specify, and complete subsection D)

Complete the applicable subsection

B. CORPORATION

- 1. Registered name of the corporation: **Churchill Downs Technology Initiatives Company**
- 2. State where incorporated: **Delaware**
- 3. Registry or file number for the corporation: **4284783**
- 4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:

Churchill Downs Technology Initiatives Company d/b/a Twinspires.com (a Delaware corporation, wholly owned by Churchill Downs Incorporated)		
Officers		Directors
President	Benjamin Murr	William C. Carstanjen
Treasurer	Marcia A. Dall	William E. Mudd
Secretary	Andrew Silver	Marcia A. Dall
No officer or director directly holds any shares of applicant. Applicant is wholly-owned by its parent company, Churchill Downs Incorporated (publicly traded as CHDN on NASDAQ).		

- 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. Include each person’s CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license): **None; applicant is 100% owned by Churchill Downs Incorporated**
- 6. Number of outstanding shares in the corporation: **100**
- 7. Are the shares listed for public trading? Yes No
If yes, on what exchange and how is the stock listed:
Applicant’s shares are not listed for public trading. Applicant is a wholly-owned

subsidiary of Churchill Downs Incorporated (publicly traded as CHDN on NASDAQ)

8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Andrew Silver**
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: **Churchill Downs Incorporated holds 100% of the shares of applicant.**
10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation. **See Exhibit 3**
11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements. **See Exhibit 4**
12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval. **See Exhibit 4**

C. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the LLC held by each:
5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.):
6. Are the shares listed for public trading? Yes No
If yes, on what exchange and how is the stock listed:
7. 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:

STAFF ANALYSIS
 DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR
 APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING OF AMWEST
 ENTERTAINMENT, LLC, AN OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING
 HUB, FOR A PERIOD OF UP TO TWO YEARS

Board Meeting
 May 16, 2024

An approved out-of-state advance deposit wagering (ADW) provider may accept wagers from California residents on races conducted by an association or fair if an agreement is executed that allows said wagers, and the appropriate horsemen’s organization approves the agreement. Such agreements and horsemen’s approvals are submitted by the association or fair as part of its race meet application.

Breeds of racing on which wagers will be accepted from California residents on races conducted **out-of-state**: Thoroughbred.

Required Information	Status	Comments	CHRB Rule/Law
Surety Bond	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Term of \$500,000 bond starts 06/01/24 and ends 06/01/25.	Rule 2072(b)
Financial Statements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Review of financials completed on 03/20/24.	Rule 2072(e)
Profit & Loss Statements for California Operations	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Review of profit and loss statements completed on 03/20/24.	Rule 2072(e)
Business Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Received on 03/20/24.	Rule 2072(e)
Plan of Operation	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Received on 03/20/24.	Rule 2073
Security Access Policy	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Received on 03/20/24.	Rule 2072(c)

Hub Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Not required for approval of application. Thoroughbred hub agreement between AmWest, CARF, and TOC is valid from 01/01/24 through 12/31/24; Thoroughbred hub agreement between AmWest and TOC valid from 01/01/24 through 12/31/24.	BPC sec 19604(b)(2)(B)
Provide Copy of Hub Agreements to Horsemen's Organizations	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Required only if new hub agreement excludes horsemen's organization. N/A.	BPC sec 19604(b)(2)(D)
Provide Written Notice of Host & Hub Fees to Racing Associations & Fairs	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Required only if hub agreement excludes association/fair. For the new hub agreement between AmWest and TOC, will be provided within 5 days of application approval.	BPC sec 19604(b)(2)(E)
Other – Management Personnel Licenses	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Valid licenses for: Nelson Clemmens (04/30/24-08/31/26); Cynthia Ochsner (04/30/24-08/31/26); Jason Martin (04/30/24-05/31/26).	Rule 1481(b)(6)
Other – Totalizator Contract	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Contract with United Tote expires 03/31/25.	

RECOMMENDATION: Staff recommends approval of the application. The application as submitted satisfactorily meets all requirements for approval.

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE NEW APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT GASLAMP TAVERN LLC, SAN DIEGO, CALIFORNIA, FOR A PERIOD OF UP TO FIVE YEARS

Board Meeting
May 16, 2024

Application: Gaslamp Tavern LLC, San Diego, California

Licensing Period: May 16, 2024 – May 15, 2029

Required Information	Status	Comments	CHRB Rule/Law
Additional Satellite Wagering Facilities Within 20-mile Radius	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input checked="" type="checkbox"/> Outstanding	Southern California Off Track Wagering Incorporated (SCOTWINC) has stated there is no racetrack(s), satellite wagering facility, or tribal casino that has a satellite wagering facility located within a 20-mile radius of the applicant.	BPC 19605 & 19605.25 (a)(1)
Association Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<ul style="list-style-type: none"> • California Authority of Racing Fairs (CARF) • Del Mar Thoroughbred Club • Los Angeles County Fair Association • Los Alamitos Quarter Horse Racing Association • Los Alamitos Racing Association • Los Angeles Turf Club • Pacific Racing Association • Sonoma County Fair • WatchandWager.com, LLC 	BPC 19605.3
Simulcast Organization Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	SCOTWINC	BPC 19605.25 & 19605.3
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Applicant submitted the fire inspection report and correspondence with the fire prevention regulatory body. Pending follow-up inspection on or after 05/23/24.	Rule 2066

Facility Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Enforcement inspection conducted. A follow-up inspection, tentatively scheduled for July, will be conducted when the facility is operating.	Rule 2066
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Insurer A: Homesite Insurance Company of CA — effective 07/12/23, expires 07/12/24. Insurer B: Hartford Casualty Insurance Company – effective 07/12/23, expires 07/12/24.	Rule 2066
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	_____	Rule 2066
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 Active Licenses Verified \$500 Fee Received Required Signatures Obtained	Rule 2066 Rule 2066 Rule 1481 Rule 2066 Rule 2066

RECOMMENDATION: Staff recommends the Board request the applicant respond to any areas of concern or interest but delay approval until the identified outstanding agreement has been submitted.

Application is hereby made to the California Horse Racing Board (CHRB/Board) for a license to operate a minisatellite wagering facility in connection with a horse racing meeting and/or pari-mutuel wagering in accordance with the Business and Professions Code, Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (Rules and Regulations of the California Horse Racing Board).

Part I: To be completed by applicant seeking to operate a minisatellite wagering facility pursuant to Business and Professions Code section 19605.25.

Part II: To be completed by associations that have reached agreements with the applicant to conduct minisatellite wagering.

Part III: To be completed by simulcast organization that has reached an agreement to provide services necessary for the conduct of minisatellite wagering pursuant to Business and Professions Code sections 19605.25 and 19605.3.

**PART I
 MINISATELLITE WAGERING APPLICANT INFORMATION**

APPLICANT INFORMATION

Name of applicant: Gaslamp Tavern LLC The applicant is: <input type="checkbox"/> Racing Association <input type="checkbox"/> Fair <input type="checkbox"/> Federally Recognized Indian Tribe	<input type="checkbox"/> Card Room/Gambling Establishment <input checked="" type="checkbox"/> Restaurant/Bar <input type="checkbox"/> Other Business Entity
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Facility street address: **868 Fifth Ave San Diego, CA 92101**

Mailing address (if different from above):

E-mail address: **rickborba7@gmail.com**

City: San Diego	State: CA	Zip Code: 92101
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Phone: 619.239.3339	Fax: n/a	Website: www.gaslamp Tavern.com
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County: San Diego	Zone Location: North <input checked="" type="checkbox"/> South <input type="checkbox"/> Central <input type="checkbox"/> (To be completed by CHRB staff)
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**CONTACT PERSON
 (Authorized Representative)**

Name and title of contact person: **Richard Borba, Operations Manager**

Business street address: **868 Fifth Avenue, San Diego, CA 92101**

Mailing address (if different from above):

City: San Diego	State: CA	Zip Code: 92101
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County: San Diego		
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Phone: 916.239.3339	E-mail: rickborba7@gmail.com	Fax: N/A
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Dates during which the applicant proposes to operate as a minisatellite wagering facility:

May 16, 2024 through May 15, 2029

Have you previously operated a licensed gaming operation in California or another state? Yes No.

Do you currently operate a licensed gaming operation in California or another state? Yes No.

If yes to either question above, provide the following:

Valid licensure period: Begin Date: _____ End Date: _____

Facility name and address: _____

City: _____ State: _____ Zip Code: _____

County: _____

Zone Location:
North South Central
(To be completed by CHRB staff)

Have you had a gaming operation license that has been revoked or suspended? Yes No.

If yes, provide the following if different from above:

Facility name and address: _____

City: _____ State: _____ Zip Code: _____

Racing Jurisdiction: _____

BUSINESS STRUCTURE

<input type="checkbox"/> Corporation <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Sub-S <input type="checkbox"/> Sub-C <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership & Joint Venture <input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other If you have listed your company as Other, please identify your company structure.
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Registered Business Name: **Gaslamp Tavern LLC**

Fictitious Business Name: None

Address: **868 Fifth Ave**

E-mail Address: **rickborba7@gmail.com**

City: **San Diego** State: **CA** Zip Code: **92101**

Phone: **619.997.8792** Fax: **n/a**

State where registered or
Articles of Organization are filed: **CA** Registry or File number: **201024210227**

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Names of all officers, directors, and managers. For officers, directors, and managers that have no ownership, enter "0%" in the ownership column. For members of a Limited Liability Company, list membership interest in the individual's name, indicate whether general or limited partner. (true names)

Entity/Individual Name and Title	Entity's Business Address/ Individual's Address of Record	Ownership% (if any)	Compensation Agreement
John Carey, Member	Carson Valley, NV 89704	76.9	
Joseph Stewart, Member	San Diego, CA 92122	11.1	
Rick Borba and Operations Manager	San Diego, CA 92101	5.0	
Fifth Q LLC	Dallas TX, 75219	3.0	
Drake Integration LLC	San Diego, CA 92109	3.0	
Adam Clarke	Solana Beach, CA 92075	1.0	

Are shares listed for public trade?
 Yes No

If yes, on which stock exchange?

If more than 50 percent 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. **All entities that own 5 percent or more must fulfill the instructions for Full Disclosure Statement. Additionally, all officers, directors, or partners or any individual or person who holds 5% or more of the outstanding shares of a minisatellite wagering facility must obtain a CHRB occupational license, pursuant to CHRB Rule 1481(b)(2).**

Attach the most recent annual financial statement for the applicant, including balance sheet and profit and loss statement, and a copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

MANAGEMENT AND STAFF
 (Minisatellite Wagering Facility)

Names and titles of the managing officers and/or general managers of the business. **Note: All individuals who exercise control over other licensees, horse racing, pari-mutuel wagering, or simulcast operations, or whose duties routinely require access to restricted areas of the inclosure, must obtain a CHRB occupational license, pursuant to CHRB Rule 1481(b)(6).**

Name	Title
Richard Borba	Member & Operations Manager

ASSOCIATION CONTRACT/AGREEMENT

Names of racing associations with which you intend to have a contract or agreement:
See attached.

Addresses of racing associations:
See attached.

Racing association phone numbers:
See attached.

Minisatellite Wagering Applicant Form - Gaslamp Tavern

CALIFORNIA HOST TRACKS / ASSOCIATIONS

<u>Associations/Hosts With Contract/Agreement:</u>	<u>Phone / Fax</u>
CALIFORNIA AUTHORITY OF RACING FAIRS 1776 Tribute Rd., Suite 205 Sacramento, CA 95812	P: (916) 927-7223 F: (916) 263-3341
Del Mar Thoroughbred Club 2260 Jimmy Durante Bl. Del Mar, CA 92014	P: (858) 755-1141 F: (858) 794-1007
Los Alamitos Racing Assoc. (T) Los Alamitos Quarter Horse Racing Assoc. 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles County Fair c/o 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles Turf Club 285 W Huntington Drive Arcadia, CA 91007	P: (626) 574-7223 F: (626) 821-1514
Pacific Racing Association 1100 Eastshore Highway Berkeley, CA 94710	P: (510) 559-7300 F: (510) 559-7464
Sonoma County Fair 1350 Bennet Valley Drive Santa Rosa, CA 95404	P: (707) 545-4200 F: (707) 545-9342
Watch & Wager, LLC 1600 Exposition Bl. Sacramento, CA 95815	P: (916) 263-3000 F: (916) 800-1395

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Proposed contract dates: From:
May 16, 2024 through May 15, 2029

Attach a certified check payable to the Treasurer of the State of California in the amount of \$500 for the nonrefundable minisatellite application fee.

CHRB CERTIFICATION

Application filed on: March 28, 2024

Fee received by: YG

Reviewed by: YG

30-day Notice Letter:

Approved on:

License number issued:

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 applicant contractor to attest to this application on its behalf.

Name Richard Borda	Signature of Applicant Representative 
Title Member, Operations Manager	Date 3-28-2024

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Chapter 4, Division 8, sections 19420 and 19440 of the California Business and Professions Code; and to allow an evaluation of the competence, integrity, and character of potential licensees, all applicants for license as contractors, sub-contractors and all concessionaires applying for Board approval, including any person, corporation, trust, association, partnership or joint venture which submits an application for license or approval shall comply with the provisions set forth below. Please use a separate sheet of paper to supply the requested information.

I. BACKGROUND INFORMATION

(A) PERSONAL INFORMATION - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5 percent or more:

- (1) The individual's full name and any previous names or aliases;
- (2) the individual's date of birth;
- (3) a physical description of the individual;
- (4) the individual's business addresses and telephone numbers and
- (5) a disclosure of employment, educational and military history for the past 20 years or since the age of 18 years.

(A1) PERSONAL HISTORY - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in subsection (A) who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5 percent or more.

(B) RELATIONSHIP - The application documents must state, for each individual providing information under subsection (A) of this section, whether the individual is related to a member of the California Horse Racing Board or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

(C) CORPORATIONS - If the applicant is a corporation, the application documents must state:

- (1) The state in which the applicant is incorporated and
- (2) the name and address of the applicant's agent for service of process in California.

(D) INDICTMENTS OR CONVICTIONS

If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

II. OWNERSHIP

(A) IDENTIFICATION AND LOCATION - The application documents must include:

- (1) A list of all names used by the applicant; and
- (2) the name of the agent and the address and telephone number of the office of the applicant for service of process in California.

(B) BUSINESS STRUCTURE - The application documents must describe the applicant's business structure and include an organizational chart.

- (C) ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state:
- (1) The name of each individual who was an organizer or promoter of the applicant;
 - (2) the nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
 - (3) the nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.
- (D) ORGANIZATIONAL DOCUMENTS
- (1) If the applicant is a corporation, the application documents must include:
 - (a) A statement of when and in what state the corporation was organized;
 - (b) a certified copy of the articles of incorporation and by-laws of the applicant;
 - (c) a statement and documentation of whether the corporation has been reorganized or reincorporated during the five year period preceding the date on which the application documents are submitted to the Board; and
 - (d) a statement and documentation of whether the corporation has filed restated articles of incorporation.
 - (2) If the applicant is an unincorporated business association, the application documents must include:
 - (a) A certified copy of each organizational document for the applicant, including any partnership agreement; and
 - (b) a description of any oral agreements involving the organization of the partnership.
- (E) CAPITAL STOCK
- (1) If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.
 - (2) The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock:
 - (a) The par value, if any;
 - (b) the voting rights;
 - (c) the current rate of dividend; and
 - (d) the number of shares outstanding and the market value of each share.
 - (3) The application documents must list the name and address of each person who owns, of record or beneficially, at least 5 percent of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
 - (4) The application documents must include a certified copy of each voting trust or voting agreement in which at least 5 percent of the capital stock is held and must state:
 - (a) The name and address of each stockholder participating in the trust or agreement;
 - (b) the class of stock involved; and
 - (c) the total number of shares held by the trust or agreement.
- (F) DIRECTORS, OFFICERS, AND PARTNERS

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- (1) If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.
- (2) The list must state, for each individual listed under subsection (1) of this section:
 - (a) The individual's name and business address;
 - (b) each position or office of the applicant held by the individual;
 - (c) the individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
 - (d) the nature and extent of any ownership interest that the individual has in the applicant.
- (3) Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection (1) of this section.

(G) CONTROLLING ENTITY

- (1) The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
- (2) If a non-individual entity owns an interest of 5 percent or more in the applicant, the application documents must include the information required by subsection (1) of this section as it relates to the non-individual entity.
- (3) The application documents must include information required by subsection (2) of this section for each non-individual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

(H) OUTSIDE INTERESTS AND LICENSE HISTORY

- (1) The application must state whether the applicant or a director, officer, or partner of the applicant;
 - (a) Has ever held an ownership interest in a licensee of the Board; or
 - (b) is currently engaged in the business of racing in another state.

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PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

**California Authority of Racing Fairs
1776 Tribute Road, Sacramento, CA 95815**

Telephone:

(916) 263-3346

Fax number:

(916) 263-3341

Racetrack name:

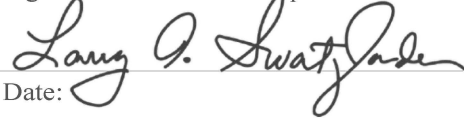
Ferndale, Fresno, Pleasanton, and Sacramento

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name

Larry Swartzlander

Signature of association representative



Title

Executive Director

Date:

3/13/24

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility CHRB-88 (New
11/08)

PART II – GASLAMP TAVERN

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

**Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd, Del Mar, CA
92014**

Telephone:

(858) 755-1141

Fax number:

(858) 794-1007

Racetrack name:

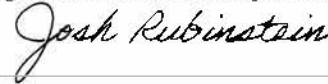
Del Mar

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name

Josh Rubinstein

Signature of association representative



Title

President & COO

Date:

3/4/24

PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Los Angeles County Fair Association

1101 W. McKinley Avenue, Pomona CA 91768

Telephone:

(909) 865-4203

Fax: (909) 865-2481

Racetrack name:

Los Angeles County Fair, racing at Los Alamitos

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Jack Liebau, Manager

Name:

Jack Liebau

Signature of association representative:



Title:

Manager

Date:

3/28/2024

PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Los Alamitos Quarter Horse Association

4961 Katella Avenue, Los Alamitos, CA 90720

Telephone:

(714) 820-2800

Fax: n/a

Racetrack name:

Los Alamitos

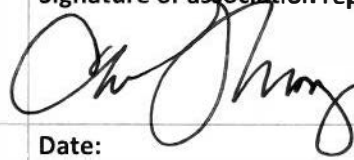
Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Cathy Monji

Name:

Cathy Monji

Signature of association representative:



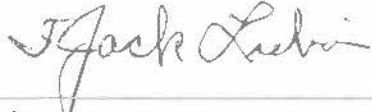
Title:

President

Date:

4-17-24

PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION	
One copy of Part II shall be completed by each contracted association.	
Name and mailing address of association: Los Alamitos Racing Association	
Telephone: (714) 820-2800	Fax: n/a
Racetrack name: Los Alamitos	
Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility: F. Jack Liebau, Vice President	
Name: Rick Baedeker, as authorized by: F. Jack Liebau	Signature of association representative: 
Title: Vice President	Date: 3/28/2024

PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Los Angeles Turf Club, Inc.

Telephone:

(626) 574-7223

Fax: (626) 821-1514**Racetrack name:**

Santa Anita Park

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Nate Newby, General Manager

Name:

Eric Sindler

Signature of association representative:**Title:**

Assistant Secretary

Date:

3/11/2024

PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Pacific Racing Association

1100 Eastshore Highway, Albany CA 94706

Telephone:

(510) 559-7300

Fax: (510) 559-7465**Racetrack name:**

Golden Gate Fields

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Eric Sindler, Assistant Secretary

Name:

Eric Sindler

Signature of association representative:**Title:**

Assistant Secretary

Date:

3/11/2024

PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association.

Name and mailing address of association:

Sonoma County Fair & Exposition, Inc.

1350 Bennett Valley Road, Santa Rosa, CA 95404

Telephone:

(707) 545-4200

Fax: (707) 573-9342**Racetrack name:**

Santa Rosa Racetrack – Sonoma County Fair

Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Rebecca Bartling, CEO

Name:

Rebecca Bartling

Signature of association representative:**Title:**

CEO

Date:

3/13/24

PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION	
One copy of Part II shall be completed by each contracted association.	
Name and mailing address of association: Watch&Wager.com, LLC 20 California Street, 7 th Floor, San Francisco, CA 94111	
Telephone: (916) 800-1390	Fax: (916) 800-1395
Racetrack name: Cal Expo Harness – California State Fair & Exposition	
Names and titles of the persons authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility: Ben Kenney, CFO	
Name: Ben Kenney	Signature of association representative: 
Title: CFO	Date: 3-2-24

**PART III
 SIMULCAST ORGANIZATION INFORMATION**

To be completed by approved simulcast organization that has executed an agreement approved by the CHRB with the association conducting a racing meeting with the minisatellite wagering facility pursuant to Business and Professions Code sections 19605.25 and 19605.3.

I. OPERATION OF THE MINISATELLITE WAGERING FACILITY

Simulcast organization engaged by the association to conduct simulcast wagering: **SCOTWINC.**

Attach the agreement between the association and simulcast organization permitting the minisatellite wagering facility 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 **7**

Submit a copy of each horsemen’s written approvals. **Submitted.**

Hours for operation of the facility: **24/7**

Hours for operation of the minisatellite wagering site: **Daily, 10am until 11pm (or conclusion of program)**

Time periods during the calendar year the facility **will not** be utilized as a minisatellite wagering facility (explain why): **None anticipated.**

If approved, wagering will be offered on live race meetings being held or conducted by the following California racing associations: **All CA Hosts (see attached).**

List the host track from which the minisatellite wagering facility proposes to import out-of-state and/or out-of-country 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”. **All CA hosts.**

Estimated number of pari-mutuel terminals machines available: **18**

Attach a proposed staffing plan for the facility and/or minisatellite wagering site, to include the number of security personnel and the number of pari-mutuel clerks pursuant to Business and Professions Code section 19605.25(b). **One or two mutuel clerks, as assigned by SCOTWINC. A minimum of one designated security staff during all operating hours.**

II. SUPERVISION, SECURITY AND FIRE PREVENTION
 Changes to management personnel and minisatellite managers must be immediately reported to the Board.

Name of the individuals responsible for the day-to-day operation of the minisatellite facility:

Name and Title	CHRB License No. and Expiration Date
Rick Baedeker, General Manager	405644 September 2024



March 4, 2024

Ms. Nicole Gravely
Regulations Analyst
California Horse Racing Board
NLGravely@chrh.ca.gov

RE: Norco Minisatellite Facility

Dear Ms. Garcia,

The Thoroughbred Owners of California approves the licensing by the California Horse Racing Board of the Gaslamp Tavern in San Diego minisatellite.

Sincerely,

A handwritten signature in blue ink that reads 'Bill Nader'.

Bill Nader
President & CEO

cc: Rick Baedeker, SCOTWINC General Manager



Pacific Coast Quarter Horse Racing Association

March 4, 2024

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

RE: The Gaslamp Tavern

Dear Ms., Gravely,

The Pacific Coast Quarter Horse Racing Association approves the licensing by the California Horse Racing Board of the minisatellite referenced above. Please contact me if you have any concerns.

Sincerely,

Dino Perez
Executive Director

cc: Rick Baedeker, SCOTWINC

California Harness Horsemen's Association



P.O. Box 254767
Sacramento, CA 95865
(916) 263-7888
(916) 263-7887 (Fax)
www.chhaonline.com

April, 9, 2024

Ms. Yannet DeGarcia
California Horse Racing Board
1010 Hurley Way, Suite #300
Sacramento, CA 95825

RE: The Gaslamp Tavern

Dear Ms. DeGarcia

This letter is to acknowledge the approval and support of the California Harness Horsemen's Association for the Gaslamp Tavern minisatellite license in San Diego CA.

Sincerely,

Jimmy Perez
California Harness Horsemen's Association
Executive Director

CC: Rick Baedeker, SCOTWinc

Minisatellite Wagering Applicant Form - Gaslamp Tavern

CALIFORNIA HOST TRACKS / ASSOCIATIONS

<u>Associations/Hosts With Contract/Agreement:</u>	<u>Phone / Fax</u>
CALIFORNIA AUTHORITY OF RACING FAIRS 1776 Tribute Rd., Suite 205 Sacramento, CA 95812	P: (916) 927-7223 F: (916) 263-3341
Del Mar Thoroughbred Club 2260 Jimmy Durante Bl. Del Mar, CA 92014	P: (858) 755-1141 F: (858) 794-1007
Los Alamitos Racing Assoc. (T) Los Alamitos Quarter Horse Racing Assoc. 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles County Fair c/o 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles Turf Club 285 W Huntington Drive Arcadia, CA 91007	P: (626) 574-7223 F: (626) 821-1514
Pacific Racing Association 1100 Eastshore Highway Berkeley, CA 94710	P: (510) 559-7300 F: (510) 559-7464
Sonoma County Fair 1350 Bennet Valley Drive Santa Rosa, CA 95404	P: (707) 545-4200 F: (707) 545-9342
Watch & Wager, LLC 1600 Exposition Bl. Sacramento, CA 95815	P: (916) 263-3000 F: (916) 800-1395

Attach a certificate of insurance for workers' compensation coverage, including carrier and the policy number securing the applicant's liability for payment of workers' compensation (if self-insured, provide details).

Attach a fire clearance from the fire authority having jurisdiction.

Attach a security plan that includes the name, title, and phone number of the person having responsibility for security controls, the number of security officers and/or guards, and the police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility.

Is there a backup emergency plan for power failure? Yes No

If yes, describe.

III. MINISATELLITE WAGERING SITE

Attach a detailed scale plan of the facility indicating all points of access to facility, emergency exits, placement of offices, and food and beverage service location and detailing the location of the proposed minisatellite wagering site. Identify how the designated minisatellite wagering area will be restricted to patrons 21 years and over. Attach photos of the minisatellite wagering site.

NOTICE TO APPLICANT. Pursuant to Business and Professions Code section 19605.25(a)(4) wagers placed at a minisatellite site must be in an area that is restricted to those who are 21 years of age or older.

IV. FACILITY DESCRIPTION

Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; or other description as appropriate):

Full menu and bar service.

The seating capacity in the minisatellite wagering facility is: **94**

The number of tables in the minisatellite wagering area is: **16**

Overall square footage in the minisatellite wagering area is: **3500sf upstairs; 900sf downstairs.**

Attach a photograph of the minisatellite wagering area.

Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction.

None

The total number of parking spaces available in the parking areas can accommodate (number of standard-sized automobiles): **Metered parking on all adjacent streets; 24-hour parking structure located 1/2 block away.**

Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. **None anticipated.**

V. EQUIPMENT PROVIDED BY THE MINISATELLITE WAGERING FACILITY

Describe the television equipment (satellite receivers, decoders, controls, monitors, etc.) to be utilized at the facility. **Audio-visual, decoders and receivers by Roberts Communication Network and Dish Network**

Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility.

Microphones and speakers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snapp & Associates Insurance Services, LLC 3838 Camino Del Rio, N. Ste. 310 San Diego, CA 92108	CONTACT NAME: PHONE (A/C, No, Ext): (619) 908-3100		FAX (A/C, No): (619) 908-3110
	E-MAIL ADDRESS: Service@snappins.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Homesite Insurance Company of CA			11005
INSURER B : Hartford Casualty Insurance Company			29424
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED

Gaslamp Tavern, LLC
 868 Fifth Avenue
 San Diego, CA 92101

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EVG00046802	4/24/2023	4/24/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							LIQUOR LIABILITY	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EVG00046802	4/24/2023	4/24/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			72WECAY8GRW	7/12/2023	7/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

FOR INSURANCE PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION – PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision: The City of San Diego, its elected officials, representatives, employees and agents 1200 Third Ave., Suite 100 San Diego, CA, 92101</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – LIMITED BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury” or “property damage” causes, in whole or in part, by

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Does not apply to “bodily injury” or “property damage” arising out of the sole negligence of the person or organization who is added as additional insured; and
3. If coverage provided to the additional insured is required by a contract or agreement, will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. Subject to **A.** above, the following are added to **Section II – Who Is An Insured** as additional insureds. Special provisions and limitations apply.

1. Any person or organization that is the lessor of equipment leased to you, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
2. Any person or organization that is the manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.
3. Any person or organization that grants permits to you when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as grantor of permits to you.

The status of the person(s) or organization(s) as an additional insured under this endorsement ends when:

- a. The permit granted to you by such person(s) or organization(s) expires; or

- b. Your permit is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
4. Any person(s) or organization(s) that is a grantor of a franchise or charter to you when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as grantor of a franchise to you.

The status of the person(s) or organization(s) as an additional insured under this endorsement ends when:

- a. The franchise rights granted to you by such person(s) or organization(s) expires or ends; or
 - b. Your franchise agreement is terminated, suspended, or revoked by such person(s) or organization(s).
5. Any person or organization that is the mortgagee, assignee or receiver, but only with respect to their liability as a mortgagee, assignee or receiver arising out of the ownership, maintenance or use of that part of the premises owned by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

6. Any national office of a fraternal organization with which you affiliated when such national office has agreed in writing in a contract or agreement that such national office be named as an additional insured on your policy.

The fraternal organization's national office status as an additional insured under this endorsement ends when:

- a. Your affiliation with such fraternal organization expires or ends; or
- b. Your status as a fraternal organization is terminated, suspended or revoked by the national office of such fraternal organization(s).

- C. With respect to the insurance afforded to the additional insured(s) added by this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

April 23, 2024

Attn: Rick Borba

868 5th Ave.
San Diego CA 92110

Address of Violation:

Gaslamp Tavern
868 Fifth Ave
San Diego CA 92101

Re: Initial Inspection - Annual on April 23, 2024

Notice of Fire and Safety Hazards. The initial fire inspection has been completed. You are hereby notified that an inspection of your premises has disclosed Fire and/or Building Code violations that require correction. Violations and required corrections are detailed on the next page.

Order to Comply. As such conditions are contrary to law you are hereby required to correct these conditions immediately upon receipt of this notice. An inspection to determine whether you have complied will be conducted on or after the next inspection date (listed on the next page). Failure to comply with the foregoing order before the date of the next inspection may subject you to further enforcement action and penalties as provided by law.

Permit and Inspection Fees. Inspection and permit fees will not be collected by fire inspection personnel. You will receive by mail an invoice from the City Treasurer for the inspection costs and permit fees as applicable.

Non-compliance fee. A \$300 per occurrence, in addition to the inspection fee, may be assessed at the third and subsequent inspection if all violations are not corrected. Failure to correct all violations in a timely manner may result in a referral to the City Attorney for civil and/or criminal prosecution.

Potential Enforcement Consequences for Failure to Timely Comply with this Notice.

Misdemeanor criminal prosecution (maximum fine of \$1,000 per day for each violation plus six months in jail), civil injunction, administrative abatement, revocation of permits, recordation of Notice of Violation, civil penalties (maximum of \$2,500 per day for each violation).

Contact your inspector with questions.

City of San Diego Fire-Rescue Department
525 B St #300
San Diego, CA 92101
619-533-4388



Inspector:

Michael Sugich

Michael Sugich

msugich@sandiego.gov

Property Representative:

Rick Borba

No signature comment:

I finished the report in the office

Inspection Violations

Violation 1

Electrical boxes and switches have cover plates in place.

Code Section(s) in Violation: **[A] 603.2.2**

Violation found on
04/23/2024

Will be rechecked on or after
05/23/2024

Repaired On

Violation Notes:



Add cover plate to outlet

04/23/2024 12:18 PM

Violation 2

Openings protected with approved doors or fire dampers are maintained in accordance with NFPA 80

Code Section(s) in Violation: **[B] 705.2**

Violation found on
04/23/2024

Will be rechecked on or after
05/23/2024

Repaired On

Violation Notes:



Fix all door that are missing magnet for doors

04/23/2024 12:18 PM

Violation 3

Fix self closing latch on door.

Code Section(s) in Violation: **[C] 705.2.4**

Violation found on
04/23/2024

Will be rechecked on or after
05/23/2024

Repaired On

Violation Notes:



Fix broken self closing latch. Remove all door stops and objects keep fire doors propped open

04/23/2024 12:18 PM

Violation 4

Fire alarm is in trouble.

Code Section(s) in Violation: **[D] 907.8.4**

Violation found on 04/23/2024	Will be rechecked on or after 05/23/2024	Repaired On
----------------------------------	---	-------------

Violation Notes:

Violation 5

Clear exit path on second floor

Code Section(s) in Violation: **[E] 1003.3**

Violation found on 04/23/2024	Will be rechecked on or after 05/23/2024	Repaired On
----------------------------------	---	-------------

Violation Notes:



04/23/2024 12:18 PM

Code information Page(s)

Code Sections Violated

[A] 1003.3 Protruding objects..

(2022 California Building Code, Title 24, Part 2)

Protruding objects on circulation paths shall comply with the requirements of Sections 1003.3.1 through 1003.3.4.

Exception: In Group I-2 and Group I-2.1 occupancies, protruding objects shall not extend more than 12 inches (305 mm) below the minimum ceiling height required by Section 1003.2.

[B] 603.2.2 Open electrical terminations..

(2022 California Fire Code, Title 24, Part 9)

Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

[C] 705.2.4 Door operation..

(2022 California Fire Code, Title 24, Part 9)

Swinging fire doors shall close from the full-open position and latch automatically.

[D] 705.2 Inspection and maintenance..

(2022 California Fire Code, Title 24, Part 9)

Opening protectives in fire-resistance-rated assemblies shall be inspected and maintained in accordance with NFPA 80. Opening protectives in smoke barriers shall be inspected and maintained in accordance with NFPA 80 and NFPA 105. Openings in smoke partitions shall be inspected and maintained in accordance with NFPA 105. Fire doors and smoke and draft control doors shall not be blocked, obstructed, or otherwise made inoperable. Fusible links shall be replaced promptly whenever fused or damaged. Opening protectives and smoke and draft control doors shall not be modified.

[E] 907.8.4 Inspection, testing and maintenance..

(2022 California Fire Code, Title 24, Part 9)

The building owner shall be responsible to maintain the fire and life safety systems in an operable condition at all times. Service personnel shall meet the qualification requirements of NFPA 72 for inspection, testing and maintenance of such systems. Records of inspection, testing and maintenance shall be maintained.

Mini-Satellite Wagering Security Plan

Rick Borba Owner and Operator for Gaslamp Tavern LLC will be the person responsible for security and underage wagering and consumption of alcohol.

Security will be scheduled by Estela Borba, we will use our Guard Card certified employees

Gaslamp Tavern located at 868 5th Ave San Diego Ca 92101 is equipped with video surveillance and a monitored alarm system. The wagering office will have surveillance, alarm and a reinforced door.

We will have signs posted notifying patrons of the min age requirements.

All of Gaslamp Tavern Front of House service employees have the California Responsible Beverage Service Training

Owner Operator- Rick Borba - 619-997-8792
General Manager - Estela Borba - 619-852-8862

San Diego Police - 619-531-2000 or 911
San Diego Sheriff - 858-565-5200 or 911
San Diego Clean and Safe -619-234-8900

EXIT

OUTDOOR BAR PATIO

**TABLE TOP
MACHINES**

8 FT - 21+ ONLY

BAR SEATING

OUTDOOR BAR PATIO

**SPACE
FOR
MACHINES**

TABLE SEATING

TABLE SEATING

BAR SEATING

**CASHIER
LOCATION**

8 FT - 21+ ONLY

**ELECTRICAL
ROOM**

ELEVATOR

ATM

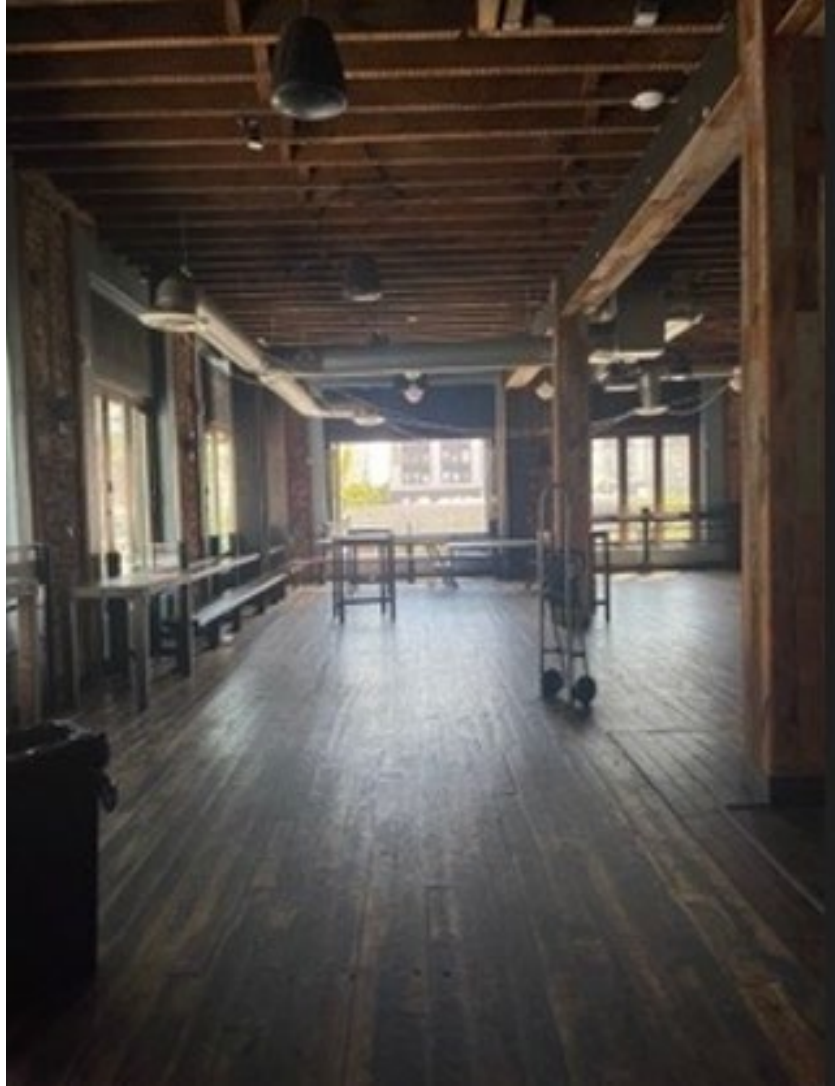
ENTRANCE

OFFICE

Gaslamp Tavern LLC – Upcoming Minisatellite - Photos











VI. ADVERTISING AND PATRON DEVELOPMENT

Describe any advertising or promotional plans. Social media; **group events; direct mail; advertising on racing radio programs.**

Describe any improvements to the facility that will directly benefit minisatellite wagering. **Multiple TVs and Increased seating capacities.**

NOTICE TO APPLICANT: Pursuant to Board Rule 2066, all advertisement shall contain a statement that persons under 21 are not allowed to participate in minisatellite wagering. All advertisement shall contain contact information for a recognized problem-gambling support organization.

VII. ADMISSIONS, CHARGES AND SERVICE FEES

Complete if applicable and note N/A if not.

Admissions charges, if any, are:	None
Parking charges, if any, are:	None
Program charges, if any, are:	As determined by Host Track
Seating charges, if any, are:	None

VIII. RENEWAL

Complete this section only if renewing your license.

Is this a renewal application? Yes No

Have there been any changes since the submission of your last application for authorization to operate a minisatellite wagering facility? Yes No

Have any changes occurred affecting ownership or controlling interest in your business structure or establishment since your last application? Yes No

If you have answered "Yes" to any of the questions above, please attach a detailed statement describing the change.

How many years have you been an approved minisatellite wagering facility?

AGREEMENTS

Attach copies of **all applicable county, city, or agency agreements** that may affect the minisatellite wagering facility.

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its minisatellite wagering facility for a period of five years per Business and Professions Code section 19605.25(h).

Notice is given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) which contract(s) to provide the pari-mutuel equipment and pari-mutuel employees; and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is given that CHRB Rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, or approved contractor.

DECLARATIONS

All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, agreements with the simulcast organization(s) necessary to conduct and operate the simulcast wagering program at the facility, lease or rental

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-228 (Rev. 04/22)

agreement with the facility landlord and all applicable county, city or agency agreements that may affect the minisatellite wagering facility have been finalized except as follows (if there are no exceptions, so state):

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 license except as follows (if there are no exceptions, so state):

Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant except as follows (if there are no exceptions, so state):

By authority of Article 9.2, Chapter 4, of the Business and Professions Code; and the Federal Indian Gaming Act; to allow an evaluation of the competence, integrity, and character of potential simulcast facility operators, any person, corporation, trust association, partnership, joint venture, or management firm who submits an application for such license or who is named in such application and who is not a State or County entity, or has not previously completed such disclosure when filing for a horseracing application pursuant to Article 4, section 19480 of the Business and Professions Code shall be required to complete and submit a full disclosure statement.

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 applicant to attest to this application on its behalf.

Print name of minisatellite facility applicant representative:

Richard Borba

Date:

Signature of minisatellite facility representative:

Richard Borba

Date: 3/28/2024

Print name of association representative:

Josh Rubinstein

Date:

Signature of association representative:

Josh Rubinstein

Date: 3/27/24

Print name of simulcast organization representative:

Rick Baedeker

Date:

Signature of simulcast organization representative:

Rick Baedeker

Date: March 15, 2024

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(I)

Board Meeting
May 16, 2024

ISSUE:

Game Play Network, Inc. (GPN), a California Horse Racing Board (Board) approved out-of-state advance deposit wagering (ADW) provider, submitted a letter advising the Board of recent changes to its current plan of operation, pursuant to Board Rule 2072(I).

BACKGROUND:

Business and Professions Code 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.

At its November 22, 2022 meeting, the Board granted GPN an approval as an out-of-state ADW provider. The current approval for GPN is active through December 31, 2024.

ANALYSIS:

Board Rule 2072(I) provides that, subsequent to Board approval of an application to conduct ADW, any amendments to information or operating procedures contained in the application be permitted by order of the Board or by Board approval of a request submitted in writing by the applicant.

As part of its request for Board approval to adopt changes to its plan of operation, GPN has submitted a letter stating effective April 3, 2024, it was changing its product name from b spot to Horseplay. GPN will remain the corporate entity name, and the change solely pertains to the product name that customers will see when engaging with its platform. This change in product name constitutes a change to GPN's plan of operation, which requires Board approval.

RECOMMENDATION:

This item is presented for Board discussion and action.

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING CREATION OF THE BOARD
SUPPORT FORMULA FOR FISCAL YEAR 2024-2025.

Regular Board Meeting
May 16, 2024

ISSUE:

In order to fund the CHRB's budget for FY 2024-25, the Board must either develop a formula or approve an industry developed formula prior to July 1, 2024.

ANALYSIS:

In a special legislative session in 2009, the California State Legislature passed SBX2-16 (Ashburn) which transitioned the funding of the California Horse Racing Board's budget from the general fund through association and fair based license fees to special funding by the associations directly. Initially, the formula was based on pre-SB 16 license fee rates on brick-and-mortar wagers. More recently, with the increase in ADW wagering accelerated by the pandemic, stakeholders have included ADW handle as a factor and used market access fees to fund the Board.

Pursuant to Business and Professions Code section 19616.51 (see below), each year the Board approves the formula by which it is funded by stakeholders. Historically, stakeholders have agreed upon the formula, but with the impending closure of Golden Gate Fields and difficult economics in horse racing, such a consensus may not be possible for the upcoming fiscal year. In fact, the Board may be faced with alternate, competing suggestions for formulas, creating the need to choose one, in order to fund its operations. California Horse Racing Law provides no guidance with respect to factors to be considered in determining a formula beyond the statutes below. Bus. & Prof. Code section 19616.51 provides the authority for the Board to determine the formula, while sections 19612.8 and 19518 only require that each association or fair, at a minimum, cover the costs directly associated with Board contractors—Stewards and Official Veterinarians-appointed for racing meet and for laboratory testing costs. Since 2009, it does not appear that those minimums were adhered to, as the associations agreed to the portion of board support for which they would be responsible. Factors that could be considered include but are not limited to, the number of racing days, direct costs of regulation, and handle.

AUTHORITY:

Bus. & Prof. Code § 19616.51. License fee reductions; Horse Racing Fund; distributions

a) Notwithstanding any other law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 19491.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state, to be deposited into the Horse Racing Fund, which is hereby established, to fund the board and the equine drug testing program as follows:
(1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with a formula devised by the board in consultation with the industry.

(2) The baseline funding for the board and equine drug testing program in the first fiscal year after the enactment of this section shall be the amount approved in the 2008-09 Budget Act.

(3) Adjustments to the funding in subsequent budget years may only be made by an act of the Legislature.

(b) The license fee reductions resulting from subdivision (a), after payments to fund the board and the equine drug testing program, shall be distributed as follows:

(1) For thoroughbred racing only, 3 percent of the amount of the reduction shall be deposited with the official registering agency pursuant to subdivision (a) of Section 19617.2 and shall thereafter be distributed in accordance with subdivisions (b), (c), and (d) of Section 19617.2. The remaining amount shall be distributed to the association that conducts the racing meeting and to horsemen participating in that racing meeting as follows:

(A) Fifty percent to the association as commissions.

(B) Fifty percent to the horsemen as purses.

(2) For quarter horse racing, 3 percent of the amount of the reduction shall be deposited with the official registering agency pursuant to subdivision (b) of Section 19617.7, and shall thereafter be distributed in accordance with subdivisions (c), (d), (e), and (f) of Section 19617.7, the remaining amount shall be distributed to the association that conducts the racing meeting and to horsemen participating in that racing meeting as follows:

(A) Fifty percent to the association as commissions.

(B) Fifty percent to the horsemen as purses.

(3) For harness racing, 6 percent of the amount of the reduction shall be distributed as specified in Section 19617.6, the remaining amount shall be distributed to the association that conducts the racing meeting and to horsemen participating in that racing meeting as follows:

(A) Fifty percent to the association as commissions.

(B) Fifty percent to the horsemen as purses.

(4) For all other breeds, the remaining amount shall be distributed to the association that conducts the racing meeting and to horsemen participating in that racing meeting as follows:

(A) Fifty percent to the association as commissions.

(B) Fifty percent to the horsemen as purses.

Bus. & Prof. Code § 19612.8. Associations conducting racing meetings; payment of costs

Notwithstanding any other provision of law, any association conducting a racing meeting shall pay not less than the actual amount necessary to cover the costs for compensation, including any fringe benefits, to stewards and official veterinarians and to cover the costs for that racing meeting, as provided by the board under Section 19518.

Bus. & Prof. Code § 19518. Contracting with persons licensed as stewards or veterinarians to perform duties at horse racing meets; terms; committee recommendations; benefits; rights and immunities

(a)(1) The board shall contract with persons licensed as stewards pursuant to this article to perform the duties of stewards at horse racing meets. The board shall also contract with licensed veterinarians pursuant to this article to perform the duties of official veterinarians at horse racing meets. Contracts shall be upon any terms that the board, the stewards, and the official veterinarians may mutually agree upon and may contain different rates of compensation based upon the experience of the steward or official veterinarian.

(2) The board shall establish a committee of at least two board members to meet at least quarterly with representatives of the stewards, so that recommendations of the stewards can be discussed as necessary. These meetings may be scheduled for the same day as regular board meetings or at the convenience of the board. Representatives of associations may attend and participate in these meetings, or portions thereof, when items directly affecting the associations are discussed.

(3) The board shall provide remuneration, including any fringe benefits, to stewards, to the official veterinarian, and for the costs of laboratory testing relating to horse racing.

(b) Stewards, official veterinarians, and other racing officials appointed or approved by the board, and while performing duties required by this chapter or by the board, shall be entitled to the same rights and immunities granted public employees by Article 3 (commencing with Section 820) of Chapter 1 of Part 2 of Division 3.6 of Title 1 of the Government Code.

(c) The Legislature finds and declares that the services performed by stewards and official veterinarians at horse racing meetings are unique and cannot be performed adequately, competently, or satisfactorily by civil service personnel, and that the services cannot be adequately rendered by an existing public agency and do not duplicate the function of an existing public agency. Stewards and official veterinarians shall be personal service contractors of the board and shall not be civil service employees.

RECOMMENDATION

This item is presented for Board discussion and action.

David Neumeister, CHHA email:

Hi Robert. Thank you for taking the time to speak with me last week about the apparent controversy concerning the funding of the CHRB under Business and Professions Code section 19616.51, as it relates to sections 19518 and 19612.8. As I understand it, even though I have seen nothing in writing, it is the position of the Southern California tracks that, for the first time in the 35 years since section 19612.8 was enacted, not to mention the almost 3 decades since section 19518 came along, section 19616.51 requires the Northern California tracks (including Watch and Wager at Cal Expo) to pay their "fair share" of the formula referred to in section 19616.51, especially to the extent that section 19616.51(enacted in 2010, effective in 2011) requires the industry to fund the equine drug testing program, which, of course, did not exist when sections 19612.8 and 19518 were enacted.

As a threshold matter, CHHA would concede that it would not be absurd to (for the first time) require all racing associations, including Watch and Wager, to be responsible for the actual costs paid to the on-track racing officials by the board, including fringe benefits, as required by section 19612.8, referencing section 19518. However, it seems that you and I part ways in our interpretation of these statutes to the extent that you believe the statutes require the racing associations to reimburse the Board for these amounts in addition to the amount they pay under the formula incorporated in section 19616.51. As you said on the phone, it is almost as if we are speaking two different languages when discussing this issue. So, I will do my best to clarify our position.

As you know, section 19612.8 states that "Notwithstanding any other provision of law, any association conducting a racing meeting shall pay NOT LESS THAN the actual amount necessary to cover the costs for compensation, including any fringe benefits, to stewards and official veterinarians and to cover the costs for that racing meeting, as provided by the board under Section 19518." Although I am not at all certain what "the costs for that racing meeting" means, section 19518 does provide at least some guidance. As you know, subsection (3) states "The board shall provide remuneration, including fringe benefits, to stewards, to the official veterinarian, and for the costs of laboratory testing relating to horse racing." Since the language in both statutes concerning compensation to the on-track officials is virtually identical, unless you believe these expenses to the board were not contemplated by the legislature in the language of section 19616.51, no matter what language we are speaking, it seems to me that the "not less than" language in section 19612.8 means exactly what it says: the racing associations are required to pay only the greater of the two numbers at issue. Either they pay the amount contemplated by the formula in section 19616.51 or the specific costs referred to in the other two statutes.

The big elephant in the room, which we did not discuss, is whether the "costs" language in sections 19518 and 19612.8 somehow contemplates that the cost of the equine drug testing program be borne by the respective racing associations by requiring them to pay their pro-rated share of that expense, rather than the amount contemplated by the formula articulated in section 19616.51, which has been essentially unchanged since the statute was enacted. As I

understand it, this is the position of the Southern California tracks. If so, we strenuously disagree.

As far as I can tell, after an exhaustive search of the legislative history of section 19616.51 and its predecessor statutes, the funding of the board, and later, the equine drug testing program, was calculated by way of the pro-rata share each association's total handle. So, for example, the previous version of section 19616.51 required the associations to fund the board "on a pro rata basis according to the total amount handled in-state by each association or fair, the amount necessary.." I am not sure why the legislature decided to use the formula in the later version of section 19616.51 but is clear by looking at the percentages the associations are required to pay under the current formula that nothing has changed. So, for example, last year, Santa Anita was required to pay 49.27% and Watch and Wager was required to pay 0.75% of the board's funding. At first glance, one can understand why Santa Anita doesn't like the split. However, they generate 50 times the handle of Watch and Wager! As such, the current formula seems imminently fair. Consequently, unless Santa Anita and its horsemen are contending for the very first time that the cost of the equine drug testing program is one of the "costs" referred to in section 19612.8, the formula should remain unchanged.

The notion that the enormous cost of the equine drug testing program should not be included in the calculation of the formula in section 19616.51 as discussed above is outrageous. One need only look to the respective dates of enactment of the 3 statutes to discern this. Nevertheless, it is apparently the position of the Southern California tracks that the reference in section 19518 to "the costs of laboratory drug testing related to horse racing" means that the language in section 19612.8, referring generally to section 19518, mandates that not only do the associations have to pay the costs of compensating their on-track officials, but they, for the very first time, have to pay a pro-rata share of the five million dollar equine drug testing program. This, of course, would turn the funding formula in section 19616.51 on its head. It would also, in short order, probably mean the end of harness racing in this state, as we know it. Such an interpretation of the statutes would constitute such a massive change to the funding formula that it would seem to trigger the plain language of subsection 3 of section 19616.51, which, as you know, requires that "adjustments to the funding in subsequent budget years may only be made by an act of the Legislature."

Now that I have gotten that out of my system, let me back up a little. Without having spoken to a representative of the Southern California tracks, I can only assume that they are hanging their hat on the "costs of laboratory testing" in section 19518. As you know, prior to the inception of the equine drug testing program, drug testing was done by various labs across the state, and it was not hard to calculate the relatively nominal hard costs of those tests. Clearly, common sense tells us that this language in section 19518 should have been deleted by the legislature when it enacted the latest version of section 19616.51. However, it was not, and I think we have to rely on the ancient, but still valid, doctrine of absurdity. As long ago as 1765, William Blackstone wrote: "If there arise out of acts of parliament any absurd consequences, manifestly contradictory to common reason, they are, with regard to those collateral consequences, void." (Forgive me. I couldn't resist..) More recently, in 2019, a California court held "that the

language of a statute should not be given a literal meaning if doing so would result in absurd consequences that the Legislature did not intend, or would frustrate the purpose of the legislation as a whole." See *People v Munoz*, 39 Cal. App. 5th 738 (2019).

In summary, Robert, even though we have never been required to do so before, the harness racing industry could live with an outcome of this controversy that requires us to pay the actual costs of compensating our on-track officials (around four hundred thousand dollars) in lieu of the approximately \$130,000 we have been paying under the current formula, even though this change will probably result in the loss of several weeks of racing. There is no way our industry could survive under the alternative worst-case scenario discussed above. Thanks for your patience and kind attention to these critical matters.

David Neumeister, president,
CHHA

2022/2023 Fiscal Year Board Support

Host	Fiscal Year 22/23 Board Support	% of total
Alameda County Fair	193,420	1.11%
Del Mar	4,511,115	25.82%
Golden Gate	2,074,590	11.87%
Humboldt County Fair	64,600	0.37%
LACF	353,113	2.02%
Los Alamitos Quarter	546,225	3.13%
Los Alamitos Thoroughbred	645,509	3.69%
Santa Anita	8,609,100	49.27%
Sonoma County Fair	103,716	0.59%
State Fair	142,032	0.81%
The Big Fresno Fair	97,818	0.56%
Watch and Wager	130,760	0.75%
Total	17,472,000	100.00%
Grouped:		
N-Cal Fairs	601,587	3.44%
GG	2,074,590	11.87%
N-Cal day meets	2,676,177	15.32%
DM	4,511,115	25.82%
SA	8,609,100	49.27%
LARA/LACF	998,623	5.72%
S-Cal day meets	14,118,838	80.81%
LAQ	546,225	3.13%
WAW	130,760	0.75%
Total Night Meets	676,985	3.87%
Total	17,472,000	100.00%
Just Day Meets		
N-Cal day meets	2,676,177	15.93%
S-Cal day meets	14,118,838	84.07%
Total day meets	16,795,015	100.00%

2022/2023 Fiscal Year Board Support plus 2023 Calendar Year HISA

Host	Fiscal Year	%	Calendar Year	%	Combined BS and HISA	
	22/23		2023			
	Board Support	of total	HISA	of total		
Alameda County Fair	193,420	1.11%	25,989	1.65%	219,409	1.15%
Del Mar	4,511,115	25.82%	390,641	24.74%	4,901,756	25.73%
Golden Gate	2,074,590	11.87%	304,955	19.31%	2,379,545	12.49%
Humboldt County Fair	64,600	0.37%	4,340	0.27%	68,940	0.36%
LACF	353,113	2.02%	41,440	2.62%	394,553	2.07%
Los Alamitos Quarter	546,225	3.13%	16,996	1.08%	563,221	2.96%
Los Alamitos Thoroughbred	645,509	3.69%	55,253	3.50%	700,762	3.68%
Santa Anita	8,609,100	49.27%	697,660	44.18%	9,306,761	48.85%
Sonoma County Fair	103,716	0.59%	14,052	0.89%	117,768	0.62%
State Fair	142,032	0.81%	16,870	1.07%	158,903	0.83%
The Big Fresno Fair	97,818	0.56%	11,101	0.70%	108,919	0.57%
Watch and Wager	130,760	0.75%	-	0.00%	130,760	0.69%
Total	17,472,000	100.00%	1,579,297	100.00%	19,051,297	100.00%
Grouped:						
N-Cal Fairs	601,587	3.44%	72,352	4.58%	673,939	3.54%
GG	2,074,590	11.87%	304,955	19.31%	2,379,545	12.49%
N-Cal day meets	2,676,177	15.32%	377,307	23.89%	3,053,484	16.03%
DM	4,511,115	25.82%	390,641	24.74%	4,901,756	25.73%
SA	8,609,100	49.27%	697,660	44.18%	9,306,761	48.85%
LARA/LACF	998,623	5.72%	96,693	6.12%	1,095,316	5.75%
S-Cal day meets	14,118,838	80.81%	1,184,994	75.03%	15,303,832	80.33%
LAQ	546,225	3.13%	16,996	1.08%	563,221	2.96%
WAW	130,760	0.75%	-	0.00%	130,760	0.69%
Total Night Meets	676,985	3.87%	16,996	1.08%	693,981	3.64%
Total	17,472,000	100.00%	1,579,297	100.00%	19,051,297	100.00%
Just Day Meets						
N-Cal day meets	2,676,177	15.93%	377,307	24.15%	3,053,484	16.63%
S-Cal day meets	14,118,838	84.07%	1,184,994	75.85%	15,303,832	83.37%
Total day meets	16,795,015	100.00%	1,562,301	100.00%	18,357,316	100.00%

CALIFORNIA HORSE RACING BOARD

May 16, 2024

REGULAR BOARD MEETING

There is no board package material for Item 9

CALIFORNIA HORSE RACING BOARD

May 16, 2024

REGULAR BOARD MEETING

There is no board package material for Item 10

CALIFORNIA HORSE RACING BOARD

May 16, 2024

REGULAR BOARD MEETING

There is no board package material for Item 11