CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825
(916) 263-6000
www.chrb.ca.gov
information@chrb.ca.gov

REGULAR MEETING

Of the **California Horse Racing Board (CHRB Board)** will be held on **Thursday, June 20, 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 May 16, 2024.**
2. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Del Mar Thoroughbred Club at the Del Mar Racetrack**, commencing July 10, 2024, through September 10, 2024, inclusive.
3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Sonoma County Fair at Santa Rosa**, commencing July 31, 2024, and continuing through August 20, 2024, inclusive.
4. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the California Exposition and State Fair**, Commencing July 10, 2024, through July 30, 2024, inclusive.
5. Discussion and action by the Board on the **application for license to conduct a horse racing meeting of the Humboldt County Fair at Ferndale**, commencing August 21, 2024, and continuing through September 17, 2024, inclusive.
6. Discussion and action by the Board regarding **California Thoroughbred Breeders Association request for authorization of its upcoming horse sale at Alameda County Fairgrounds in Pleasanton**, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.
7. Discussion and action by the Board regarding **Fasig-Tipton's request for authorization of its upcoming horse sale at Fairplex** in Pomona, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.
8. Discussion and action by the Board regarding the **Los Alamitos Equine Sale Company's request for authorization of its upcoming horse sale at Los Alamitos Race Course** in Cypress, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.
9. 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.

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10. Discussion and action by the Board on the new **Application for License to Operate a Minisatellite Wagering Facility at McBears Social Club**, El Cerrito, California, for a period of up to five years.

11. Discussion regarding **Computer Assisted Wagering (CAW)** in California.

12. Discussion and action by the Board on the approval of the **fiscal year 2024-2025 formula and agreement providing funding for the CHRB Board support.**

13. **Reports.**
    A. Executive Director's Report.
    B. Equine Medical Director's Report.

14. **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.

15. **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).

16. **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

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JUNE 2024

PENDING ADMINISTRATIVE ADJUDICATIONS

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.

CASES – NONE

PENDING LITIGATION

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. Jamgotchian v. California Horse Racing Board
U.S. District Court, Central District of California

D. Jamgotchian v. Lewis et al.
Superior Court of California, County of Alameda

Agenda Item #1

CALIFORNIA HORSE RACING BOARD
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:	**May 16, 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** **Dennis Alfieri, Member (arrived at 10:15 a.m.)** **Brenda Washington Davis, Member** **Thomas Hudnut, Commissioner**
Staff Members Present:	**Scott Chaney, Executive Director** **Cynthia Alameda, Deputy Executive Director** **Jeff Blea, Equine Medical Director** **Rita Baker, Executive Assistant**

1. **APPROVAL OF THE MINUTES OF APRIL 18, 2024.**

   Motion: Approve.
   Motioned/Seconded: Hudnut/Gonzales.
   Roll call vote: Aye: Davis, Gonzales, Hudnut, Ferraro. **Nay:** None. **Absent:** Alfieri/ Castellanos/Mitchell. **Motion carried.**
   Page 10 in the Board transcript.

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**.**

   Motion: Approve.
   Motioned/Seconded: Davis/Hudnut
   Roll call vote: Aye: Hudnut, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** Alfieri/Castellanos/Mitchell. **Motion carried.**
   Pages 10-22 in the Board transcript.

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.

Motion: Approve.
Motioned/Seconded: Davis/Hudnut
Roll call vote: Aye: Hudnut, Gonzales, Davis, Alfieri, Ferraro. **Nay:** None. **Absent:** Castellanos/Mitchell. **Motion carried.**
Pages 23-26 in the Board transcript.

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 **TWINSPIRES** AND DBA **BETAMERICA**, PURSUANT TO BOARD RULE 2072(*L*).

Motion: Approve.
Motioned/Seconded: Hudnut/Ferraro
Roll call vote: Aye: Hudnut, Gonzales, Davis, Alfieri, Ferraro. **Nay:** None. **Absent:** Castellanos/Mitchell. **Motion carried.**
Pages 26-28 in the Board transcript.

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.

Motion: Approve.
Motioned/Seconded: Davis/Hudnut
Roll call vote: Aye: Hudnut, Gonzales, Davis, Alfieri, Ferraro. **Nay:** None. **Absent:** Castellanos/Mitchell. **Motion carried.**
Pages 28-29 in the Board transcript.

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.

Motion: None
Motioned/Seconded: None
Roll call vote: None **No Action was taken on this item.**
Pages 29-34 in the Board transcript.

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(L).

Motion: Approve.
Motioned/Seconded: Gonzales/Hudnut
Roll call vote: Aye: Hudnut, Gonzales, Davis, Alfieri, Ferraro. **Nay:** None. **Absent:** Castellanos/Mitchell. **Motion carried.**
Pages 34-36 in the Board transcript.

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

Motion:None
Motioned/Seconded: None
Roll call vote: None **No Action was taken on this item.**
Pages 36-76 in the Board transcript.

9. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT
Pages 76–78 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.
Pages 78–84 in the Board transcript.

10. PUBLIC COMMENT.

Pages 84-89 in the Board transcript.

The Board went into Closed Session at 11:12 a.m. and adjourned at 11:39 a.m.

Proceedings of the Regular Meeting of May 16, 2024

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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

Agenda Item #2

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB AT THE DEL MAR RACETRACK, COMMENCING JULY 10, 2024, THROUGH SEPTEMBER 10, 2024

Board Meeting
June 20, 2024

Application: Del Mar Thoroughbred Club (DMTC)

Breeds: Thoroughbred

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

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			

August 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**

September 2024						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
1	**2**	3	4	**5**	**6**	**7**
8	9	10	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Santa Anita fire clearance valid through 12/10/24. Los Alamitos fire clearance valid through 02/25/25. San Luis Rey Downs fire clearance valid through 08/06/24.	Rule 1420(q)

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Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	2024 Southern California Stabling and Vanning Agreement received 05/17/24.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	DMTC fire inspection completed in February 2024 and valid through 12/31/24. Received 45-day exemption request.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 05/10/24.	Rule 2102
Track Safety Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Track safety pre-inspection completed on 05/22/24. Follow-up track safety inspection scheduled on 07/15/24.	Rule 1471(g)
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Workers' compensation coverage valid 03/31/24 to 03/31/25.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 05/15/24. **California Thoroughbred Trainers Association** – received 04/10/24.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	**Inclement Weather Policy** – received 03/27/24. **Concussion Protocol Policy** – received 03/27/24. **Track Emergency Procedures** – received 05/06/24.	Rule 1432
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages DMTC requests approval to use ARCI 004-105 (T)(4)(f) Method 6 to govern the payout of the Pick (n) Position (x), which will be a Pick (3) Position (3) wager known as the "Three by Three." See letter dated May 31, 2024.	BPC 19599

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Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages	BPC 19604 & 19604(b)(1)(C)
Administrative Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Active Licenses Deposit Received Required Signatures	Rule 1481 BPC 19490 Rules 1433 & 1437

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

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Tom Robbins
Executive Vice President
Racing Office

April 2, 2024

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

Re: CHRB Concussion Protocols

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2024 summer race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Concussion Protocols which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's summer race meet application.

Very truly yours,

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond, CHRB
Yannet DeGarcia, CHRB
Josh Rubinstein, DMTC

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Tom Robbins
Executive Vice President
Racing Office

April 2, 2024

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

Re: CHRB Inclement Weather Policy

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2024 summer/fall race meet applications, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance with the submittal of DMTC's 2024 race meet applications.

Very truly yours,

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond-CHRB
Yannet DeGarcia-CHRB
Josh Rubinstein, Del Mar

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DEL MAR
THOROUGHBRED CLUB

Tom Robbins
Executive Vice President
Racing Office

May 6, 2024

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

Re: CHRB Track Veterinarian Emergency Procedures

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2024 summer race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Track Veterinarian Emergency Procedures Protocols which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's summer race meet application.

Very truly yours,

Tom Robbins,
Executive VP Racing

cc: Yannet DeGarcia, CHRB
Josh Rubinstein, DMTC

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT ASSOCIATION

A. Name, mailing address, telephone, fax numbers, and the email address for association's contact person: DEL MAR THOROUGHBRED CLUB - P.O. BOX 700, DEL MAR, CA 92014, PHONE: 858-755-1141 - FAX: 858-792-1477, EMAIL: JOSH RUBINSTEIN, JOSH@DMTC.COM

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: DEL MAR THOROUGHBRED CLUB (DMTC)

D. Attach a certified check payable to the Treasurer of the State of California in the amount of $10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. ON FILE

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars ($100,000), or a greater amount, as determined by the Board, that is sufficient to ensure payment of employee wages and benefits, including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, that has conducted a race meeting in each of the immediate three previous consecutive calendar years. The $100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing, pursuant to Business and Professions Code section 19464(b).

NOTICE TO APPLICANT: Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: JULY 10 THROUGH SEPTEMBER 10, 2024

B. Actual dates racing will be held: SEE ATTACHMENT

C. Total number of days or nights of racing: 31 DAYS

D. Days or nights of the week races will be held: THURS - SUNDAY AND MONDAY (LABOR DAY) 9/2
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

CHRB CERTIFICATION

Application received: 04/11/2024
Deposit received: On-File
Reviewed: YG

Hearing date:
Approved date:
License number:

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ATTACHMENT:

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: **July 10 through September 10, 2024**

B. Actual dates racing will be held: **July 20 through September 08, 2024, racing every Thursday through Sunday, as well as Monday (Labor Day, 9/2), with the Exceptions of Week 1 (2 days), Week 7 (5 days Labor Day weekend). Exceptions: Week 1, racing two days (Saturday 7/20, Sunday 7/21), Week 7, racing 5 days (8/29, 8/30, 8/31, 9/1, and Monday 9/2). Dark 7/22-24, 7/29-7/31, 8/5-7, 8/12-14, 8/19-21, 8/26-28, 9/3-4.**

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E. Number of days or nights of racing per week: 4 DAYS PER WEEK (EXCEPTIONS: WEEK 1, 2 DAYS AND WEEK 7, 5 DAYS.

3. RACING PROGRAM

A. Total number of races: 292

B. Number of races for each day or night: SEE ATTACHMENT

C. Total number of stakes races: 39 (34 REGULAR STAKES AND 5 OVERNIGHT STAKES)

D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). THERE ARE (12) STAKES RACES THAT HAD THE VALUES REDUCED IN 2024. (8) WERE REDUCED BY $25,000 - COUGAR II, FLEET TREAT, REAL GOOD DEAL, CTBA, GRADUATION, RANCHO BERNARDO HANDICAP, GENEROUS PORTION, I'M SMOKIN. (4) WERE DECREASED BY $50,000, LA JOLLA HANDICAP, YELLOW RIBBON HANDICAP, SORRENTO AND BEST PAL. NOTED IN EXHIBIT 1A.

3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. NONE

E. Will provisions be made for owners and trainers to use their own registered colors?
Yes ☒ No ☐
If no, which racing colors are to be used?

F. List all post times for the daily racing program. 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. For Thoroughbred and Quarter Horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races, pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and

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ATTACHMENT

3. RACING PROGRAM

A. Total number of races: **292**

B. Number of races for each day or night: *

DAY	DATES	NUMBER OF RACES
THU – 8 Races	7/25, 8/1, 8/8, 8/15, 8/22, 8/29, 9/5	56
FRI - 8 Races	7/26, 8/2, 8/9, 8/16, 8/23, 8/30, 9/6	56
SAT – 11 Races	7/20 (OPENING DAY)	11
SAT - 11 Races	7/27, 8/3, 8/31, 9/7	44
SAT - 10 Races	8/10, 8/17, 8/24	30
SUN - 10 Races	8/11, 8/18, 8/25	30
SUN – 11 Races	7/21, 7/28, 8/4, 9/1, 9/8	55
MON – 10 Races	9/2 (LABOR DAY)	10
TOTAL		292

***DMTC reserves the right to change number of races based on horse availability**

SECTION 3.D.1

EXHIBIT 1

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Running Date	#	Event		Distance	2024 Value	
Sat. Jul 20, 2024	1	Caesars Sportsbook OCEANSIDE STAKES	Three-year-olds, N/W S/S of $50,000 at 1 M o/o in 2024	One Mile (Turf)	$100,000	Guaranteed
Sat. Jul 20, 2024	2	SAN CLEMENTE STAKES (Gr.II)	Fillies, three years old	One Mile (Turf)	$200,000	Guaranteed
Sun. Jul 21, 2024	Overnight Stakes	Osunitas Stakes	Fillies and mares, three years old and upward, N/W S/S $50,000 at 1 M o/o since September 1	One Mile (Turf)	$100,000	Guaranteed
Sun. Jul 21, 2024	Overnight Stakes	Wickerr Stakes	Three-year-olds and upward, N/W S/S $50,000 at 1 M o/o since September 1	One Mile (Turf)	$100,000	Guaranteed
Thu. Jul 25, 2024	3	COUGAR II STAKES (Gr.III)	Three-year-olds and upward	1 1/2 Miles	$100,000	Guaranteed
Fri. Jul 26, 2024	4	FLEET TREAT STAKES	Fillies, three yeas old, bred in CA	Seven Furlongs	$150,000	Guaranteed
Sat. Jul 27, 2024	5	BING CROSBY STAKES (Gr.I)	Three-year-olds and upward	Six Furlongs	$400,000	Guaranteed
Sat. Jul 27, 2024	6	SAN DIEGO HANDICAP (Gr.II)	Three-year-olds and upward	1 1/16 Miles	$300,000	Guaranteed
Sat. Jul 27, 2024	Overnight Stakes	Daisycutter Handicap	Fillies and mares, three years old and upward	Five Furlongs (Turf)	$100,000	Guaranteed
Sun. Jul 28, 2024	7	EDDIE READ STAKES (Gr.II)	Three-year-olds and upward	1 1/8 Miles (Turf)	$250,000	Guaranteed
Fri. Aug 02, 2024	8	REAL GOOD DEAL STAKES	Three-year-olds, bred in CA	Seven Furlongs	$150,000	Guaranteed
Sat. Aug 03, 2024	9	CLEMENT L. HIRSCH STAKES (Gr. I)	Fillies and mares, three years old and upward	1 1/16 Miles	$400,000	Guaranteed
Sat. Aug 03, 2024	10	CALIFORNIA DREAMIN' STAKES	Three-year-olds and upward, bred in CA	1 1/16 Miles (Turf)	$150,000	Guaranteed
Sun. Aug 04, 2024	11	LA JOLLA HANDICAP	Three-year-olds	1 1/16 Miles (Turf)	$100,000	Guaranteed
Sun. Aug 04, 2024	12	CTBA STAKES	Fillies, two-year-olds, bred in CA	5 1/2 Furlongs	$100,000	Guaranteed
Fri. Aug 09, 2024	13	GRADUATION STAKES	Two-year-olds, bred in CA	5 1/2 Furlongs	$100,000	Guaranteed
Sat. Aug 10, 2024	14	YELLOW RIBBON HANDICAP (Gr. II)	Fillies and mares, three years old and upward	1 1/16 Miles (Turf)	$200,000	Guaranteed
Sat. Aug 10, 2024	15	SORRENTO STAKES (GR.III)	Fillies, two-year-olds	Six Furlongs	$150,000	Guaranteed
Sun. Aug 11, 2024	16	BEST PAL STAKES (Gr.III)	Two-year-olds	Six Furlongs	$150,000	Guaranteed
Fri. Aug 16, 2024	Overnight Stakes	CTT and TOC Stakes	Fillies and mares, three years old and upward	1 3/8 Miles (Turf)	$100,000	Guaranteed
Sat. Aug 17, 2024	17	DEL MAR OAKS (Gr.I)	Fillies, three years old	1 1/8 Miles (Turf)	$300,000	Guaranteed
Sun. Aug 18, 2024	18	SOLANA BEACH STAKES	Fillies and mares, three years old and upward, bred in CA	One Mile (Turf)	$150,000	Guaranteed
Sat. Aug 24, 2024	19	PAT O'BRIEN STAKES (Gr.II)	Three-year-olds and upward	Seven Furlongs	$250,000	Guaranteed
Sun. Aug 25, 2024	20	RANCHO BERNARDO HANDICAP (Gr. III)	Fillies and mares, three years old and upward	6 1/2 Furlongs	$100,000	Guaranteed
Sat. Aug 31, 2024	21	Fanduel Racing PACIFIC CLASSIC (Gr.I)	Three-year-olds and upward	1 1/4 Miles	$1,000,000	Guaranteed
Sat. Aug 31, 2024	22	DEL MAR HANDICAP (Gr.II)	Three-year-olds and upward	1 3/8 Miles (Turf)	$300,000	Guaranteed
Sat. Aug 31, 2024	23	DEL MAR MILE (Gr.II)	Three-year-olds and upward	One Mile (Turf)	$300,000	Guaranteed
Sat. Aug 31, 2024	24	GREEN FLASH HANDICAP (Gr.III)	Three-year-olds and upward	Five Furlongs (Turf)	$150,000	Guaranteed
Sat. Aug 31, 2024	25	TORREY PINES STAKES (Gr.III)	Fillies, three years old	One Mile	$150,000	Guaranteed
Sun. Sep 01, 2024	26	SHARED BELIEF STAKES	Three-year-olds	One Mile	$125,000	Guaranteed
Sun. Sep 01, 2024	27	Caesars Sportsbook Del Mar Derby (Gr. II)	Three years olds	1 1/8 Miles (Turf)	$300,000	Guaranteed
Mon. Sep 02, 2024	Overnight Stakes	Tranquility Lake Stakes	Fillies and mares, three years old and upward, N/W S/S $50,000 at 1 M o/o since February 1	One Mile	$100,000	Guaranteed
Mon. Sep 02, 2024	28	GENEROUS PORTION STAKES	Fillies, two years old, bred in CA	Six Furlongs	$100,000	Guaranteed
Fri. Sep 06, 2024	29	I'M SMOKIN STAKES	Two-year-olds, bred in CA	Six Furlongs	$100,000	Guaranteed
Sat. Sep 07, 2024	30	JOHN C. MABEE STAKES (Gr.II)	Fillies and mares, three years old and upward	1 1/8 Miles (Turf)	$250,000	Guaranteed
Sat. Sep 07, 2024	31	FANDUEL RACING DEL MAR DEBUTANTE (GR.I)	Fillies, two years old	Seven Furlongs	$300,000	Guaranteed
Sat. Sep 07, 2024	32	DEL MAR JUVENILE FILLIES TURF	Fillies, two-year-olds	One Mile (Turf)	$100,000	Guaranteed
Sun. Sep 08, 2024	33	DEL MAR JUVENILE TURF (Gr.III)	Two-year-olds	One Mile (Turf)	$100,000	Guaranteed
Sun. Sep 08, 2024	34	DEL MAR FUTURITY (Gr.I)	Two-year-olds	Seven Furlongs	$300,000	Guaranteed

SECTION 3.D.2

EXHIBIT 1 (A)

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			2024			2023	2022
Date	2024 Value		Event		Dis	2023 Value	2022 Value
20-Jul-24	$100,000	Guar	1 - Caesars Sportsbook OCEANSIDE STAKES	Three-year-olds, N/W S/S of $50,000 at 1 M o/o in 2024	One Mile (Turf)	$100,000	$100,000
20-Jul-24	$200,000	Guar	2 - SAN CLEMENTE STAKES (Gr. II)	Fillies, three years old	One Mile (Turf)	$200,000	$200,000
21-Jul-24	$100,000	Guar	Osunitas Stakes	Fillies and mares, three-years-old and upward, N/W S/S $50,000 at 1M o/o since Sept 1	One Mile (Turf)	$100,000	$100,000
21-Jul-24	$100,000	Guar	Wickerr Stakes	Three-year-olds and upward, N/W S/S $50,000 at 1 M o/o since Sept 1	One Mile (Turf)	$100,000	$100,000
25-Jul-24	$100,000	Guar	3 - COUGAR II STAKES (Gr. III)	Three year-olds and upward	1 1/2 Miles	$125,000	$125,000
26-Jul-24	$150,000	Guar	4 - FLEET TREAT STAKES	Fillies, three-years-olds, bred in CA	Seven Furlongs	$175,000	$175,000
27-Jul-24	$400,000	Guar	5 - BING CROSBY STAKES (Gr. I)	Three-year-olds and upward	Six Furlongs	$400,000	$400,000
27-Jul-24	$300,000	Guar	6. - SAN DIEGO HANDICAP (Gr. II)	Three year-olds and upward	1 1/16 Miles	$300,000	$300,000
27-Jul-24	$100,000	Guar	Daisycutter Handicap	Fillies and mares, three-years-old and upward	Five Furlongs (Turf)	$100,000	$100,000
28-Jul-24	$250,000	Guar	7 - EDDIE READ STAKES (Gr.II)	Three-years-old and upward	1 1/8 Miles (Turf)	$250,000	$250,000
2-Aug-24	$150,000	Guar	8 - REAL GOOD DEAL STAKES	Three-year-olds, bred in CA	Seven Furlongs	$175,000	$175,000
3-Aug-24	$400,000	Guar	9 - CLEMENT L HIRSCH STAKES (Gr. I)	Fillies and mares, three years old and upward	1 1/16 Miles	$400,000	$400,000
3-Aug-24	$150,000	Guar	10 - CALIFORNIA DREAMIN' STAKES	Three-year-olds and upward, bred in CA	1 1/16 Miles (Turf)	$150,000	$150,000
4-Aug-24	$100,000	Guar	11 - LA JOLLA HANDICAP	Three-year-olds	1 1/16 Miles (Turf)	$150,000	$150,000
4-Aug-24	$100,000	Guar	12 - CTBA STAKES	Fillies, two-year-olds, bred in CA	5 1/2 Furlongs	$125,000	$125,000
9-Aug-24	$100,000	Guar	13 - GRADUATION STAKES	Two-year-olds, bred in CA	5 1/2 Furlongs	$125,000	$125,000
10-Aug-24	$200,000	Guar	14 - YELLOW RIBBON HANDICAP (Gr. II)	Fillies and mares, three years old and upward	1 1/6 Miles (Turf)	$250,000	$250,000
10-Aug-24	$150,000	Guar	15 - SORRENTO STAKES (Gr. III)	Fillies, two-year-olds	Six Furlongs	$200,000	$200,000
11-Aug-24	$150,000	Guar	16 - BEST PAL STAKES (Gr.III)	Two-year-olds	Six Furlongs	$200,000	$200,000
16-Aug-24	$100,000	Guar	CTT and TOC Stakes	Fillies and mares, three years old and upward	1 3/8 Miles (Turf)	$100,000	$100,000
17-Aug-24	$300,000	Guar	17 - DEL MAR OAKS (Gr. I)	Fillies, three years old	1 1/8 Miles (Turf)	$300,000	$300,000
18-Aug-24	$150,000	Guar	18 - SOLANA BEACH STAKES	Fillies and mares, three years old and upward, bred in CA	One Mile (Turf)	$150,000	$150,000
24-Aug-24	$250,000	Guar	19 - PAT O'BRIEN STAKES (Gr. II)	Three-year-olds and upward	Seven Furlongs	$250,000	$250,000
25-Aug-24	$100,000	Guar	20 - RANCHO BERNARDO HANDICAP (Gr.III)	Fillies and mares, three years old and upward	6 1/2 Furlongs	$125,000	$150,000
31-Aug-24	$1,000,000	Guar	21 - FANDUEL RACING PACIFIC CLASSIC (Gr. I)	Three-year-olds and upward	1 1/4 Miles	$1,000,000	$1,000,000
31-Aug-24	$300,000	Guar	22 - DEL MAR HANDICAP (Gr. II)	Three-year-olds and upward	1 3/8 Miles (Turf)	$300,000	$300,000
31-Aug-24	$300,000	Guar	23 - DEL MAR MILE (Gr. II)	Three-year-olds and upward	One Mile (Turf)	$300,000	$300,000
31-Aug-24	$150,000	Guar	24 - GREEN FLASH HANDICAP (GR. III)	Three-year-olds and upward	Five Furlongs (Turf)	$150,000	$150,000
31-Aug-24	$150,000	Guar	25 - TORREY PINES STAKES (Gr. III)	Fillies, three years old	One Mile	$150,000	$125,000
1-Sep-24	$125,000	Guar	26 - SHARED BELIEF STAKES	Three-year-olds	One Mile	$125,000	$125,000
1-Sep-24	$300,000	Guar	27 - CAESARS SPORTSBOOK DEL MAR DERBY (Gr. II)	Three-year-olds	1 1/8 Miles (Turf)	$300,000	$300,000
2-Sep-24	$100,000	Guar	Tranquility Lake Stakes	Fillies and mares, three years old and upward N/W S/S $50,000 at 1 M o/o since Feb 1	One Mile	$100,000	$100,000
2-Sep-24	$100,000	Guar	28 - GENEROUS PORTION STAKES	Fillies, two years old, bred in CA	Six Furlongs	$125,000	$125,000
6-Sep-24	$100,000	Guar	29 - I'M SMOKIN STAKES	Two-year-olds, bred in CA	Six Furlongs	$125,000	$125,000
7-Sep-24	$250,000	Guar	30 - JOHN C. MABEE STAKES (Gr. II)	Fillies and mares, three-years-old and upward	1 1/8 Miles (Turf)	$250,000	$250,000
7-Sep-24	$300,000	Guar	31 -Fanduel Racing DEL MAR DEBUTANTE (Gr. I)	Fillies, two years old	Seven Furlongs	$300,000	$300,000
7-Sep-24	$100,000	Guar	32 - DEL MAR JUVENILE FILLIES TURF	Fillies, two-year-olds	One Mile (Turf)	$100,000	$100,000
8-Sep-24	$100,000	Guar	33 - DEL MAR JUVENILE TURF (Gr.III)	Two-year-olds	One Mile (Turf)	$100,000	$100,000
8-Sep-24	$300,000	Guar	34 - DEL MAR FUTURITY (Gr. I)	Two-year-olds	Seven Furlongs	$300,000	$300,000

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EXHIBIT 2

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2024

RACE	DATES: 7/20, 7/21, 7/25 7/27, 7/28, 8/1, 8/3, 8/4 8/8, 8/10, 8/11 8/15, 8/17, 8/18 8/22, 8/24, 8/25, 8/29	END OF SEASON 8/29, 8/31, 9/1, 9/2 9/5, 9/6, 9/7, 9/8	FRIDAYS 7/26, 8/2, 8/9	FRIDAYS 8/16, 8/23, 8/30, 9/6
1st	2:00 p.m.	1:30 p.m.	4:00 p.m.	3:00 p.m.
2nd	2:30 p.m.	2:00 p.m.	4:30 p.m.	3:30 p.m.
3rd	3:00 p.m.	2:30 p.m.	5:00 p.m.	4:00 p.m.
4th	3:30 p.m.	3:00 p.m.	5:30 p.m.	4:30 p.m.
5th	4:00 p.m.	3:30 p.m.	6:00 p.m.	5:00 p.m.
6th	4:30 p.m.	4:00 p.m.	6:30 p.m.	5:30 p.m.
7th	5:00 p.m.	4:30 p.m.	7:00 p.m.	6:00 p.m.
8th	5:30 p.m.	5:00 p.m.	7:30 p.m.	6:30 p.m.
*9th	6:00 p.m.	5:30 p.m.		7:00 p.m.
*10th	6:30 p.m.	6:00 p.m.		
*11th	7:00 p.m.	6:30 p.m.		

*FIRST POST ADJUSTMENTS BASED ON DAYLIGHT

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Ownership.

C. CORPORATION

1. Registered name of the corporation: DEL MAR THOROUGHBRED CLUB
2. State where incorporated: CALIFORNIA
3. Registry or file number for the corporation: 559096
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: SEE ATTACHMENT
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: NONE
6. Number of outstanding shares in the corporation: 10
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: MICHAEL R. ERNST
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.
   NONE
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes ☐ No ☐
    If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes ☐ No ☐
   If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.

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ATTACHMENT

C. CORPORATION

1. Registered name of the corporation: **Del Mar Thoroughbred Club**
2. State where incorporated: **California**
3. Registry or file number for the corporation: **559096**
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:

David H. Batchelder	**Chairman of the Board**	**1 Share**
Joseph W. Harper	**Director & CEO**	**1 "**
Rollin W. Baugh	**Director**	**1 "**
Bo Derek	**Director**	**1 "**
Kosta Hronis	**Director**	**1 "**
Bret Jones	**Director**	**1 "**
Warner Lusardi	**Director**	**1 "**
Marie G. Moretti	**Director**	**1 "**
Jim Rome	**Director**	**1 "**
Bill Strauss	**Director**	**1 "**
Josh Rubinstein	**President & Chief Operating Officer**	**0**
Michael R. Ernst	**Executive VP, Finance CFO**	**0**
Thomas S. Robbins	**Executive VP, Racing**	**0**
Lynn Wright	**Senior VP and Controller**	**0**
Ann Hall	**Senior VP, Operations & Administration**	**0**
David Jerkens	**VP, Racing**	**0**
Kim Jacobson	**VP, Risk Management**	**0**
Walker McBride	**VP, Business Development & Production**	**0**
Sue Walls	**VP, Facilities**	**0**
Erin Bailey	**VP, Marketing**	**0**

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a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☐
If no, proceed to section F. If yes, answer questions 7 through 12, below.

7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes ☐ No ☐
12. If yes, on what exchange and how the stock is listed:

E. OTHER

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

- Statement of Financial Position (also referred to as a balance sheet). Statement should report on applicant's assets, liabilities, contingent liabilities, and ownership equity as of the date of the prepared statement.
- Statement of Comprehensive Income (also referred to as Profit and Loss ("P&L") Statement). Statement should include report on applicant's income, expenses, and profits.
- Profit and Loss statement for prior two (2) years' race meetings and Profit and Loss statement for projected year race meeting.
- Statement of Changes in Equity—to include the changes of the applicant's equity through the reporting period.
- Statement of Cash Flows—to include a report of the applicant's cash flow activity, particularly its operating, investing, and financing activities during the reporting period.
- Copy of a report made during the preceding twelve (12) months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

***NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: SEE ATTACHMENT
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): JOSH RUBINSTEIN, PRESIDENT - PO BOX 700, DEL MAR, CA 92014

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ATTACHMENT

3. RACING ASSOCIATION

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:

Josh Rubinstein	**President, COO**
Michael R. Ernst	**Executive VP, Finance and Administration/CFO**
Thomas S. Robbins	**Executive VP, Racing & Industry Relations**
Ann Hall	**Sr. Vice President, Operations & Administration**
Lynn Wright	**Sr. Vice President and Controller**
David Jerkens	**Vice President Racing, Racing Secretary**
Kim Jacobson	**Vice President Risk Management**
Sue Walls	**Vice President, Facilities**
Walker McBride	**Vice President Business Development & Production**
Erin Bailey	**Vice President, Marketing**
Mac McBride	**Director of Media**
Jeremy Laabs	**Director of Group Sales**
Leticia Anderson	**Director of Group Relations**
Paul Porter	**Director of Simulcasting**
William D. Navarro	**Director of Mutuels**
Nancy Bonforte	**Director of Turf Club**
Trevor Denman	**Public Address Announcer**
Dennis Moore	**Director of Track Maintenance**
John Beggin	**Turf Course / Grounds Superintendent**
Chris Bahr	**Director of Events and Promotions**
Ken West	**Director of Plant and Purchasing**
Ryan Frear	**Director of Bus Development & Production**
Stacy Hickman	**Director of Marketing**

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5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?
Yes ☒ No ☐
If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted:
Proposed percentage: .50 CENT PNP / PLAYERS PICK FIVE WAGER - 14% / 2$ ROLLING DAILY DOUBLE - 20% AND PICK3, POSITION 3 - 22 %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen's organization for the meeting of the Thoroughbred association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

Year	Handle	Attendance
SEE ATTACHED		

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

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: SEE ATTACHED
Prior meet actual:

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate:
Prior meet actual:

2. Overnight stakes:
Current meet estimate:
Prior meet actual:

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Josh Rubinstein
President & COO

May 30, 2024

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

Dear Executive Director Chaney,

Pursuant to California Business and Professions Code Section 19601.01, Del Mar Thoroughbred Club ("DMTC"), after consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during DMTC's 2024 Summer Race Season, July 20 - September 08.

- **Players Pick 5 / Rolling Doubles / Pick 3, Position3:**
  1. **Players Pick 5 - .50¢ minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%**
  2. **$2 Rolling Daily Double – subject to a takeout rate of 20%**
  3. **Pick 3, Position 3 – subject to a takeout rate of 22%**

- **Proposed Percentage:** **14% takeout (Pick Five)**
  20% takeout (Rolling Doubles)
  22% takeout (Pick 3, Position 3)

For reference, the Players Pick Five Wager, Rolling Doubles and Pick 3, Position 3 wagers are noted on DMTC's license application in Section 5(1).

Please contact me directly if you have any questions.

Regards,

Josh Rubinstein,
President and COO

cc: Joe Harper, DMTC
Mike Ernst, DMTC
Bill Nader, TOC

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

May 15, 2024

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

Dear Executive Director Chaney,

Del Mar Thoroughbred Club has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following pools on each racing day of its race meet beginning July 20, 2024 through September 8, 2024.

- **Players Pick 5 and Rolling Doubles**
  1) **Players Pick 5 - .50¢ minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%**
  2) **$2 Rolling Daily Double – subject to a takeout rate of 20%**

- **Pick 3, Position 3 – subject to a takeout rate of 22%**

- **Proposed Percentage:** **14% takeout (Pick Five)**
  20% takeout (Rolling Doubles)
  22% takeout (Pick 3, Position 3)

The TOC agrees to all wagers listed above.

Please contact me directly if you have any questions.

Regards,

William A. Nader,
President and CEO

cc: Josh Rubinstein, DMTC
Lucy Myers, DMTC

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ATTACHMENT

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association.

Year and # Race Days	On-Track Handle	Off-Track Handle		On-Track Attendance	Off-Track Attendance
2023- 30*	45,594,400	482,077,015		276,458	142,211
2022 - 31	47,002,861	374,012,282		278,702	152,429
2021 - 31	44,890,324	525,834,722		240,030	134,498
2020 – 27	3,786,965	463,814,562		N/A	42,796
2019 - 36	51,524,399	380,451,585		405,504	200,731
2018 - 36	59,439,657	425,727,650		470,529	208,125

*2023 race days 30 instead of 31 due to weather related cancellation.

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Average Daily Purse (7A2 ÷ number of days):
Current meet estimate:
Prior meet actual:

3. Non-overnight stakes:
Current meet estimate:
Prior meet actual:

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate:
Prior meet actual:

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate:
Prior meet actual:

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
Current meet estimate:
Prior meet actual:

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate:
Prior meet actual:

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

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen's Organization Current meet estimate:	Prior meet actual:
Total:	Total:

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

Average Daily Purse (7E ÷ number of days):
Current meet estimate:
Prior meet actual:

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F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate:
Prior meet actual:

Average Daily Purse (7F ÷ number of days):
Current meet estimate:
Prior meet actual:

G. Purse funds to be generated from interstate handle:
Current meet estimate:
Prior meet actual:

Average Daily Purse (7G ÷ number of days):
Current meet estimate:
Prior meet actual:

H. Bank and account number for the Paymaster of Purses' purse account: ON - FILE

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: BOWEN, McBETH, INC., 10722 ARROW ROUTE, SUITE 110, RANCHO CUCAMONGA, CA 91730 - (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 association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 1,850 (REDUCED CAPACITY FOR HORSE SAFETY)

B. Minimum number of stalls believed necessary for the meeting: 1,850

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1,345 Los Alamitos and San Luis Rey Downs / 1,900 Santa Anita (Open July 10 to 19 and September 8 and 9. Total 3,245 when Santa Anita Open)

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: **31 Race Days**	**14,907,604**
Prior meet actual: **30 Race Days**	**15,895,444**

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

Current meet estimate:	**480,890**
Prior meet actual:	**529,848**

2. Overnight stakes:

Current meet estimate:	**500,000**
Prior meet actual:	**500,000**

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

Current meet estimate:	**16,129**
Prior meet actual:	**16,667**

3. Non-overnight stakes:

Current meet estimate:	**5,765,000**
Prior meet actual:	**6,215,100**

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

Current meet estimate:	**185,968**
Prior meet actual:	**207,170**

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

Current meet estimate:	**21,172,604**
Prior meet actual:	**22,610,544**

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:

Current meet estimate:	**15.96%**
Prior meet actual:	**17.13%**

Average Daily Purse (7 B1 ÷ number of days):

Current meet estimate:	**0.51%**
Prior meet actual:	**0.57%**

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

Current meet estimate:	**1,701,239**
Prior meet actual:	**1,729,797**

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D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

	Current meet estimate:	Prior meet actual:
TOC Administration	**185,557**	**191,895**
CTT Administration	**92,779**	**95,947**
CTT Backstretch Pension	**185,557**	**191,895**
Total	**463,893**	**479,737**

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

Current meet estimate: **23,337,736**
Prior meet actual: **24,820,078**

Average Daily Purse (7 E ÷ number of days):
Current meet estimate: **752,830**
Prior meet actual: **827,336**

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: **10,312,590**
Prior meet actual: **10,684,964**

Average Daily Purse (7 F ÷ number of days):
Current meet estimate: **332,664**
Prior meet actual: **356,165**

G. Purse funds to be generated from interstate handle:

Current meet estimate: **10,494,466**
Prior meet actual: **10,263,902**

Average Daily Purse (7 G ÷ number of days):
Current meet estimate: **338,531**
Prior meet actual: **342,130**

H. Bank and account number for the Paymaster of Purses' purse account:
Bank of America, 450 B Street, Suite 1500, San Diego, CA 92101, [redacted]

I. 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 (909) 944-6465

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(Open July 10 to 19 and September 8 and 9. Total 3,245 when Santa Anita Open)

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Los Alamitos 850 / San Luis Rey Downs 495 / Santa Anita 1,900

E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 2,100 (Note: as of 2015 total number 2,000)

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $1,617,500 / $14.90 cost per day per stall

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Estimated vanning cost to and from off-site stabling facilities: $120,000 / Estimated vanning cost to and from Imaging Center at Santa Anita: $32,000. Vanning per horse (round trip): FEES PLACED ON FILE

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: SEE ATTACHMENT

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

10. PARI-MUTUEL WAGERING PROGRAM

A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each.

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	SEE ATTACHMENT	
Race #2		
Race #3		
Race #4		
Race #5		

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9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites:
There is a rotation of private veterinarians' onsite during all training and racing hours. Names and emergency telephone numbers placed ON FILE with the CHRB. Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, is responsible for contacting veterinarian.

1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites.

7.15.24–9.13.24 Del Mar Race Track (Association) Training and Racing
4:30am – 10:30am
Prior to Opening Day and once the main track opens for training (7/15/24), DMTC will have a veterinarian present during training hours to respond to any needs. As more horses arrive after opening day, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services.

DMTC will provide a list of all on-site trainers, along with their private practitioners and contact numbers, to the Stable Office, Main Stable Gate, Clockers and Outriders. ON-FILE is a list of veterinarians at DMTC's two authorized training facilities, Los Alamitos and San Luis Rey Downs. In addition, the list of DMTC regulatory veterinarians, along with their contact information, has been submitted to be placed ON-FILE. The regulatory veterinarians are present for much of the morning training hours as they perform the soundness exams in the morning hours, as well as being present to monitor the afternoon racing programs.

Year Round Los Alamitos Race Course (Auxiliary) Training
5:30 am – 10:30 am
Los Alamitos Race Course has a veterinarian present during its training hours. Veterinarians' contact numbers ON FILE.
Year Round San Luis Rey Downs (Auxiliary) Training
5:30 am – 10:30 am
San Luis Rey Downs has a veterinarian present during training hours. Contact numbers ON FILE.

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10.A PARI-MUTUEL WAGERING PROGRAM

Del Mar Thoroughbred Club Wagering Menu and Information (SUMMER 2024)

	W/P/S/	Parlay	Quinella	Exacta	Trifecta	Superfecta	DD	Pick 3	Pick (3X3)	PPN	Early PNP4	Late PNP4	Early PNP 5	Late PNP 5	PNP 6	Pentafecta
1	X	X	X	X	X	X	X	X	*	X			X			
2	X	X	X	X	X	X	X	X	*	X	X					
3	X	X	X	X	X	X	X	X	*	X					*	
4	X	X	X	X	X	X	X	X	*	X				*	*	
5	X	X	X	X	X	X	X	X	*	X		*		*	*	
6	X	X	X	X	X	X	X	X	*	X		*		*	*	
7	X	X	X	X	X	X	X	*	*	X		*		*		
8	X	*	X	X	X	X	*	*	*	X		*				X
9	X	*	X	X	X	X	*	*	*	*						*
10	X	*	X	X	X	X	*		*	*						*
11	X		X	X	X	X			*	*						*

* When applicable

Wager	Rule	Takeout	Minimum Wager Amount and Other Information
Parlay	CHRB 1954.1	15.43%	$2 Win, Place, Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Quinella	CHRB 1958	22.68%	$2 Quinella on all eligible races.
Exacta	CHRB 1959	22.68%	$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	$2 Rolling Daily Double.
Pick 3	CHRB 1977	23.68%	$.50 Rolling Pick 3 on all eligible races.
PPN (Place Pick All)	CHRB 1976.8	23.68%	$1 Place Pick All.
PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
PNP4 (Late Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	CHRB 1976.9	23.68%	$1 Pick 6 on the last six live races each day: 80% to the major pool and 20% to the minor.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	$.50 Super High 5 on last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race day SH5, if applicable.
Pick 3 Position 3 (Three by Three)	ARCI 004-105(T)(4)(f)	22.00%	**$1 Pick 3 Position 3**. Three designated consecutive races will be used for the Three by Three. Scratch Rule Method 1 (ARCI-004-105(T)(7)(c)(A) will be used. The winner of any share of the pool also qualifies for all additional tiers that require fewer winning selections. Minor shares which are not distributed will be added to the major share carryover and the total amount carried over (major share and undistributed minor shares) will be carried over to the next Three by Three and distributed in the same proportion as the share distribution. **Major Share – 92.665%; Minor Share #1 – 8 horses selected in exact position – 5.560%; Minor Share #2 – 7 horses selected in exact position – 1.413%; Minor Share #3 – 6 horses selected in exact position – 0.290%; Minor Share #4 – 5 horses selected in exact position – 0.056%; Minor Share #5 – range of 3-4 horses selected in exact position – 0.016%; Principal Minor Share – 0%.**

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Josh Rubinstein
President & COO

May 31, 2024

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

Re: Three by Three Wager

Dear Executive Director Chaney,

This letter is in regard to Del Mar Thoroughbred Club's ("DMTC") "Application for License to Conduct a Horse Racing Meeting" for the time period of July 10, 2024, through September 10, 2024 (the "Race Meet Application").

As specified in the Race Meet Application, DMTC wishes to use Method 6 (ARCI-004-105(T)(4)(f)) to govern the payout of our Pick (n) Position (x)—which will be a Pick (3) Position (3). The wager will be known as the "Three by Three." Like all wagers offered in California, Quick Pick will be available. The net pool will be guaranteed at $10,000.

The following are the minor shares that will be offered, as well as the share distributions for the major share, principal minor share, and additional minor shares.

- Major Share – 92.665%
- Minor Share #1 – 8 horses selected in exact position – 5.560%
- Minor Share #2 – 7 horses selected in exact position – 1.413%
- Minor Share #3 – 6 horses selected in exact position – 0.290%
- Minor Share #4 – 5 horses selected in exact position – 0.056%
- Minor Share #5 – range of 3-4 horses selected in exact position – 0.016%
- Principal Minor Share – 0%

Pursuant to ARCI-004-105(T)(2), DMTC requests that the California Horse Racing Board ("CHRB") approve the following modifications to ARCI-004-105(T).

1. The winner of any share of the pool also qualifies for all additional tiers that require fewer winning selections. The following two examples illustrate the rule. Example 1: A customer correctly selects all nine (9) horses in exact position. The customer will be deemed to be holding a winning ticket for the Major Share as well as a winning ticket for each of the Minor Shares #1-5. Example 2: A customer selects six (6) horses in exact position. The customer will be deemed to be holding a winning ticket for each of the Minor Shares #3-5.

2. If there are no winning tickets for a minor share, that minor share will be combined with the major share carryover and the total carryover over will be distributed to each share in the same proportion as the share distributions set forth above. We believe that ARCI-004-105(T) already allows for the minor shares that are not distributed to carryover next Three by Three and for the total amount carried over (major share and undistributed minor shares) to be distributed in the same proportion as the share distributions set forth above. However, if the CHRB disagrees, we request that for minor shares which are not distributed to be combined with the major share carryover and the total carryover over to be distributed to each share in the same proportion that the amount wagered on the Three by Three are distributed as set forth above.

3. On a mandatory payout day, any minor share that is not distributed will be added to the major share carryover and that total amount will be added to the minor share that has the greatest number of correct selections. There will be no minimum pool guarantee on closing day.

DMTC requests these modifications be approved as part of its license application. Please let me know if you have any questions.

Sincerely,



Josh Rubinstein
President & Chief Operating Officer

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Race #7
Race #8
Race #9
Race #10
Race #11
Race #12
Race #13

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. Three by Three Wager

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: MANDATORY PAYOUT, ALL WAGERS ON CLOSING DAY, SUNDAY, SEPTEMBER 8, 2024.

D. List any options requested with regard to exotic wagering. NONE

E. Will "advance" or "early bird" wagering be offered? Yes ☒ No ☐
If yes, when will such wagering begin? Specify days and time for "early bird" wagering. 7/10/24 - 9/10/24 (if current conditions permit) - 9:00 am everyday except Mondays and Tuesdays.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: SEE ATTACHMENT

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	SEE ATTACHMENT
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. DMTC, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with the following Advance Deposit Wagering (ADW)

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10. PARI-MUTUEL WAGERING PROGRAM (F) AND (G)

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract:

Totalisator Central System
American Totalisator, Inc. (AmTote)
Primary system at ViaWest Data Center located in Portland Oregon
AmTote Representative:
Bob Sloan (1-443-798-0878) bob.sloan@amtote.com
Contract Expiration Date: Automatic Contract Extension to 6/30/25, as stipulated in original contract.

Terminals
F3000e – Convertible teller and self-service unit; IP based, touch screen and keyboard operated.
V3000e – Self Service terminals, touch screen, bill accepting, ticket in/out.
AWSST – Account wagering self-service unit. Touch screen account based terminal.

G. List below the takeout percentage for each type of wager identified in 10.A.:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

TAKE OUT PERCENTAGE

14.00 %	**Early PNP5**
15.43 %	**W/P/S; Parlay**
20.00 %	**DD**
22.00%	**Pick3, Position3**
22.68 %	**E; Q**
23.68 %	**TRI; SF; PK3; PNP6; SuperH5; PPN; PNP4, Late PNP5**

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LLC, has signed agreements in place with the following Advance Deposit Wagering (ADW) companies to conduct Internet and telephone wagering from California residents: Caesars NYRA CA, DraftKings, FanDuel TVG, NYRA Bets CA, TVG, Twin Spires, Twinspires BetAmerica, Watch and Wager, Expressbet. In addition, several other ADW companies (complete list on file) have access to Del Mar's content for Internet wagering in states for which ADW is approved by law.

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. EXHIBIT 4

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off Track Wagering, Inc. "SCOTWINC"

B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the association proposes to offer its live audiovisual signal: EXHIBIT 5

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: EXHIBIT 6

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: EXHIBIT 7

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: EXHIBIT 8

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported Thoroughbred races statewide. The limitation of fifty (50) imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

EXHIBIT 4

April 4, 2024

Mr. Josh Rubinstein
Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

RE: 2024 Del Mar Summer Race Meeting ADW Approvals

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Del Mar Thoroughbred Club (DMTC) 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 DMTC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, DMTC shall be permitted to transmit race signal to California-licensed ADW providers:

- ODS Technologies, LP: tvg.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)

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

1. **California wagering on DMTC 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 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 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).

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2. **California wagering on out-of-state Thoroughbred races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   c. Watch and Wager and Game Play Network 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 and Watch and Wager 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 Del Mar 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 and Watch and Wager 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 and Watch and Wager.

Very truly yours,



William A Nader, President & CEO

cc: Lucy Myers

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Josh Rubinstein
President & COO

April 1, 2024

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

Re: Extension of DMTC/SCOTWINC Agreement

Executive Director Chaney,

According to the Agreement entered into as of April 26, 2016, by and between Southern California Off-Track Wagering Incorporated and the Del Mar Thoroughbred Club, this Agreement was automatically extended for one year through April 26, 2025, as neither SCOTWINC or Del Mar Thoroughbred Club delivered notice for non-renewal in accordance with the terms of the Agreement.

If you have any questions, or need additional information, please feel free to contact me.

Very truly yours,

Josh Rubinstein,
President and Chief Operating Officer

cc: Mr. Rick Baedeker, SCOTWINC
Cynthia Alameda, CHRB
Yannet DeGarcia, CHRB

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EXHIBIT 5
(If applicable)

Satellites

Alameda County Fair, Pleasanton
Antelope Valley Fair, Lancaster
Big Fresno Fair, Fresno
Cabazon Fantasy Springs Casino, Indio
California State Fair & Expo, Sacramento
Fairplex Park @ Barretts, Pomona
Golden Gate Fields, Albany (currently open/pending)
Hollywood Park Casino, Inglewood
Humboldt County Fair, Ferndale
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
Sonoma County Fair, Santa Rosa
Sports Pavilion, the Farmers Fair, Lake Perris
Ventura County Fair, Ventura
Viejas Casino & Turf Club, Alpine

EXHIBIT 6
(If applicable)

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AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Beau Rivage, Mississippi
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Caliente (MIR), Mexico
Camarero, Puerto Rico
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Caymanas Race Track, Jamaica
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Codere, Mexico
Codere, Spain
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Draftkings, Kentucky
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equilottery, Kentucky
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horsemen's Bluff Council, Iowa
Horsemen of Iowa Simulcasting, Iowa

EXHIBIT 6
(If applicable)

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Horseshoe Indianapolis, Indiana
Idaho Fall OTB, Idaho
Idabet, Iowa
Inverness Raceway, Canada
Intermountain Racing, Idaho
John Martins Manor, Maine
Kawartha Downs, Ontario
Keeneland, Kentucky
Keeneland Select ADW. Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
New Zealand Racing Board, NZ
NYRA, New York
NYRA Bets, Oregon
NYRA Bets, Illinois
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada
Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oregon Off-Tracks, Oregon
Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru Jockey Club, Peru
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Racing and Wagering, Western Australia
Red Mile, Kentucky
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona

EXHIBIT 6
(If applicable)

Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland
Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico
Running Aces Harness Park, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scarlet Pearl, Mississippi
Scioto Downs, Ohio
Seabrook Greyhound Park, NH
Seabrook Greyhound Park ADW, NH
Shoreline Star Greyhounds, Connecticut
Skydancer Casino, Oklahoma
Sol Mutuel, St Kitts
Sol Mutuel Otrobanda, St Kitts
Southland Greyhound Park, Arkansas
Sports Center, Kentucky
State Fair, Nebraska
Suaposta ADW, Brazil
Suffolk District OTB, New York
Suffolk Downs, Massachusetts
Sunland Park Racetrack, New Mexico
Sun Ray Park, New Mexico
TabCorp, Australia
Tampa Bay Downs, Florida
TattsBet, Australia
Taunton Dog Track, New Hampshire
Taunton Dog Track ADW, New Hampshire
TBC Teletheatre, British Columbia
The Greenbrier Resort, West Virginia
The Meadows, Pennsylvania
The Meadows ADW, Pennsylvania
Thistledown, Ohio
Tioga Downs, New York
Tote Investment Services, Trinidad
Tri-State Greyhound, West Virginia
Truro Raceway, Canada
TVG, Arizona
TVG Chester, Pennsylvania
TVG High Volume, Los Angeles
TVG, Los Angeles
TVG, Massachusetts
TVG Prairie Meadows, Iowa
Turf del Norte, Mexico
Turf del Norte, Tribecta D.R.
Turf Paradise, Arizona
Turfway Park, Kentucky
Twin River Greyhounds, RI
TwinSpires, Kentucky
TwinSpires High Volume, Kentucky
UK Tote, Ireland
US Offtrack, Florida
Valley Greyhound Park, Texas
Velocity Wagering Ltd., KY
Venezuela OTB, Venezuela
Vernon Downs, New York
Victoryland Greyhounds, Alabama
Virginia Equine Alliance, Virginia
Watch and Wager, LLC, San Francisco
Western Fair, Ontario
Western Regional OTB, New York
Wheeling Downs, Canada
Will Rogers Downs, Oklahoma
Woodbine Entertainment Corp, Ontario
Wyoming Downs, Wyoming
Wyoming Horse Racing LLC, Wyoming
XpressBet, Arizona
XpressBet, Illinois
XpressBet, (GWS)
XpressBet, Pennsylvania
Xpressbet, Southern Alberta
Yonkers Raceway, New York
Yonkers Empire City Bets, New York
Zia Park, New Mexico
123Gaming, Oregon

EXHIBIT 7
(If applicable)

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AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Beau Rivage, Mississippi
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Draftkings, Kentucky
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horseshoe Council Bluffs, Iowa
Horsemen of Iowa Simulcasting, Iowa
Horseshoe Indianapolis, Indiana
Idaho Fall OTB, Idaho
Idabet, Iowa
Inverness Raceway, Canada
Intermountain Racing, Idaho
John Martins Manor, Maine

EXHIBIT 7
(If applicable)

Kawartha Downs, Ontario
Keeneland, Kentucky
Keeneland Select ADW. Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
NYRA, New York
NYRA Bets, Oregon
NYRA Bets, Illinois
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada
Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oregon Off-Tracks, Oregon
Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru Jockey Club, Peru
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Red Mile, Kentucky
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona
Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland
Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico
Running Aces Harness Park, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York

EXHIBIT 7
(If applicable)

Scarlet Pearl, Mississippi
Scioto Downs, Ohio
Seabrook Greyhound Park, NH
Seabrook Greyhound Park ADW, NH
Shoreline Star Greyhounds, Connecticut
Skydancer Casino, Oklahoma
Sol Mutuel, St Kitts
Sol Mutuel Otrobanda, St Kitts
Southland Greyhound Park, Arkansas
Sports Center, Kentucky
State Fair, Nebraska
Suaposta ADW, Brazil
Suffolk District OTB, New York
Suffolk Downs, Massachusetts
Sunland Park Racetrack, New Mexico
Sun Ray Park, New Mexico
Tampa Bay Downs, Florida
Taunton Dog Track, New Hampshire
Taunton Dog Track ADW, New Hampshire
TBC Teletheatre, British Columbia
The Greenbrier Resort, West Virginia
The Meadows, Pennsylvania
The Meadows ADW, Pennsylvania
Thistledown, Ohio
Tioga Downs, New York
Tote Investment Services, Trinidad
Tri-State Greyhound, West Virginia
Truro Raceway, Canada
TVG, Arizona
TVG Chester, Pennsylvania
TVG High Volume, Los Angeles
TVG, Los Angeles
TVG, Massachusetts
TVG Prairie Meadows, Iowa
Turf del Norte, Mexico
Turf del Norte, Tribecta D.R.
Turf Paradise, Arizona
Turfway Park, Kentucky
Twin River Greyhounds, RI
TwinSpires, Kentucky
TwinSpires High Volume, Kentucky
UK Tote, Ireland
US Offtrack, Florida
Valley Greyhound Park, Texas
Velocity Wagering Ltd., KY
Venezuela OTB, Venezuela
Vernon Downs, New York
Victoryland Greyhounds, Alabama
Virginia Equine Alliance, Virginia
Watch and Wager, LLC, San Francisco
Western Fair, Ontario
Western Regional OTB, New York
Wheeling Downs, Canada
Will Rogers Downs, Oklahoma
Woodbine Entertainment Corp, Ontario
Wyoming Downs, Wyoming
Wyoming Horse Racing LLC, Wyoming
XpressBet, Arizona
XpressBet, Illinois
XpressBet, Pennsylvania
Xpressbet, Southern Alberta
Yonkers Raceway, New York
Yonkers Empire City Bets, New York
Zia Park, New Mexico
123Gaming, Oregon

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EXHIBIT 8
(If applicable)

Mini-Satellites

M1. Commerce Casino
6131 East Telegraph Road
Commerce, CA 90040
Phone: (323) 803-3693
Contact: Edgar Wong

M2. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M3. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M4. Tiled Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M5. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

M6. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

EXHIBIT 8
(If applicable)

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M7. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

M8. The Derby Room at Glen Arden
357 Arden Ave
Glendale, CA 91203
PH: 818-245-6397
Contact: Jim Baerwald

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EXHIBIT 9
(if applicable)

Full & Partial Cards

Belterra Park: July 10, 2024 - September 10, 2024
Delaware Park: July 10, 2024 - September 10, 2024
Ellis Park: July 10, 2024 - September 10, 2024
Emerald Downs: July 10, 2024 - September 10, 2024
Evangeline Downs: July 10, 2024 - September 10, 2024
Fairmount Park: July 10, 2024 - September 10, 2024
Finger Lakes: July 10, 2024 - September 10, 2024
Gulfstream Park: July 10, 2024 - September 10, 2024
Indiana Grand: July 10, 2024 - September 10, 2024
Kentucky Downs: August 29, 31 & Sept 1, 5, 7, 8, 2024
Laurel Park: July 10, 2024 - September 10, 2024
Louisiana Downs: July 10, 2024 - September 10, 2024
Monmouth Park: July 10, 2024 - September 10, 2024
Mountaineer Park: July 10, 2024 - September 10, 2024
PARX Racing: July 10, 2024 - September 10, 2024
Penn National: July 10, 2024 - September 10, 2024
Presque Isle Downs: July 10, 2024 - September 10, 2024
Saratoga Race Course: July 11, 2024 - September 2, 2024
Thistledown: July 10, 2024 - September 10, 2024

Woodbine: July 10, 2024 - September 10, 2024
Assiniboia Downs: July 10, 2024 - September 10, 2024, 2024
Fort Erie: July 10, 2024 - September 10, 2024
Hastings Park: July 10, 2024 - September 10, 2024
LARC (South America) via Maryland Hub: July 10, 2024 - September 10, 2024
LARC (South America) via Gulfstream Hub: July 10, 2024 - September 10, 2024

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THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
N/A		

H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Quarter Horse races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
N/A		

I. For **STANDARDBRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
N/A		

J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
RUIDOSO	All American Derby & Futurity	9/1/24 and 9/2/24	(1) 440 Yards / $700,000 and (1) 440 Yards / $3,000,000

K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's

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expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. CHARITY RACING DAYS

A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: DEL MAR THOROUGHBRED CLUB, PO BOX 700, DEL MAR, CA 92014

B. Names and addresses of the trustees or directors of the distributing agent: SEE ATTACHMENT

C. Dates the association will conduct races as charity racing days OR:

D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes ☒

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Brent Cassady, DVM
Clerk of Scales	Matt Nichols
Clerk of the Course	Dawn Schmid
Film Specialist	Heather Correa
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Karen Denovel
Patrol Judges	Karen Denovel, Heather Correa
Placing Judges	Robert Moreno, Ed Reese, Sue Brent
Starter	Jay Slender
Timer	John Lies

B. Management officials in the racing department:

Director of Racing	Thomas S. Robbins
Racing Secretary	David Jerkens
Assistant Racing Secretary	Zach Soto
Paymaster of Purses	Vicki Layne
Others (identify by name and title)	N/A

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Michelle Derieg, Weinstein Court Reporters, LLC, PO Box 26634, Santa Ana, CA 92799 - (949) 637-6071 - mderieg@weinsteincourtreporters.com

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ATTACHMENT

13. CHARITY RACING DAYS

A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association:
Del Mar Thoroughbred Club, P.O. Box 700, Del Mar, CA 92014

B. Names and addresses of the trustees or directors of the distributing agent:

David H. Batchelder **PO Box 700** **Del Mar, CA 92014**	**Rollin Baugh** **P.O. Box 2461** **Rancho Santa Fe, CA 92067**
Bo Derek **PO Box 700** **Del Mar, CA 92014**	**Joseph W. Harper** **P.O. Box 700** **Del Mar, CA 92014**
Kosta Hronis **PO Box 700** **Del Mar, CA 92014**	**Bret Jones** **PO Box 700** **Del Mar, CA 92014**
Warner C. Lusardi **Lusardi Construction Company** **1570 Linda Vista Drive** **San Marcos, CA 92078**	**Marie G. Moretti** **PO Box 700** **Del Mar, CA 92014**
Jim Rome **PO Box 700** **Del Mar, CA 92014**	**Bill Strauss** **PO Box 700** **Del Mar, CA 92014**
Martin J. Wygod **The Wygod Group** **P.O. Box 676306** **Rancho Santa Fe, CA 92067**	

C. Dates the association will conduct races as charity racing days OR:

D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 195 [X] Yes

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

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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, William O'Brien, Digital Photo Finish Only - 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. SEE ATTACHMENT

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: SEE ATTACHMENT

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. EXHIBIT 10(A) SECURITY AND EXHIBIT 10(B) GATE SCHEDULE

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 75

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:
   c. Describe number and location of surveillance cameras in detention stall area.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: ALL
   b. Plan for enhanced surveillance for trainers with high-test results: Will follow CHRB Directives
   c. Plan for detention stalls for repeat offenders: WILL FOLLOW CHRB DIRECTIVES
   d. Number of security personnel assigned to the TCO2 program: ASSIGNED AS NEEDED.

C. Describe the electronic security system. Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing Proximity Cards and Proximity Access Keyfobs via door controllers located at entrances. The system comes with related door alarm management software.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Del Mar Thoroughbred Club utilizes pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on disk drives and stored for up to one week before being rerecorded. Control of these cameras is located in DMTC's Security Office.

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ATTACHMENT

14. OFFICIATING EQUIPMENT

E. 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.

FANDUEL RACING/TVG
Expiration: 12/31/2024
All races are recorded on EVS from Pure Mobile Productions until 2025.

Equipment list on file with CHRB

For each race Fanduel Racing/TVG will provide:

- **Two manned pan cameras located near the judge's room in the press box providing a wide and a tight view of each race, turf and dirt, plus coverage for in-house video board presentation.**
- **Four manned tower cameras:**
  - **-Three manned tower cameras per race.**
  - **-Backstretch head-on (Training Track Camera Tower) One Tower, one scissor lift.**
  - **-Far turn and Stretch run back view (Quarter Chute Camera Tower) One Tower, one scissor lift.**
  - **-Stretch-run head-on (Livestock Barn Camera Tower) - turf**
  - **-Stretch-run head-on (Livestock Barn Camera Tower) - dirt**
- **2 cameras in the paddock area provided coverage of horses, jockeys, trainers and owners**
- **A hand-held camera in winner circle**
- **A pan camera located on the 7th floor providing race coverage for the in-house video board presentation (one of the pan cameras located near the judge's room in the press box)**
- **Drone coverage when weather conditions permit are within FAA guidelines.**
- **All races will be recorded and archived for the season.**
- **Fanduel Racing will provide talent for this event**

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:
AXCIS INFORMATION NETWORK, INC.
TrackMaster c/o Equibase
821 Corporate Drive, Lexington, KY 40503

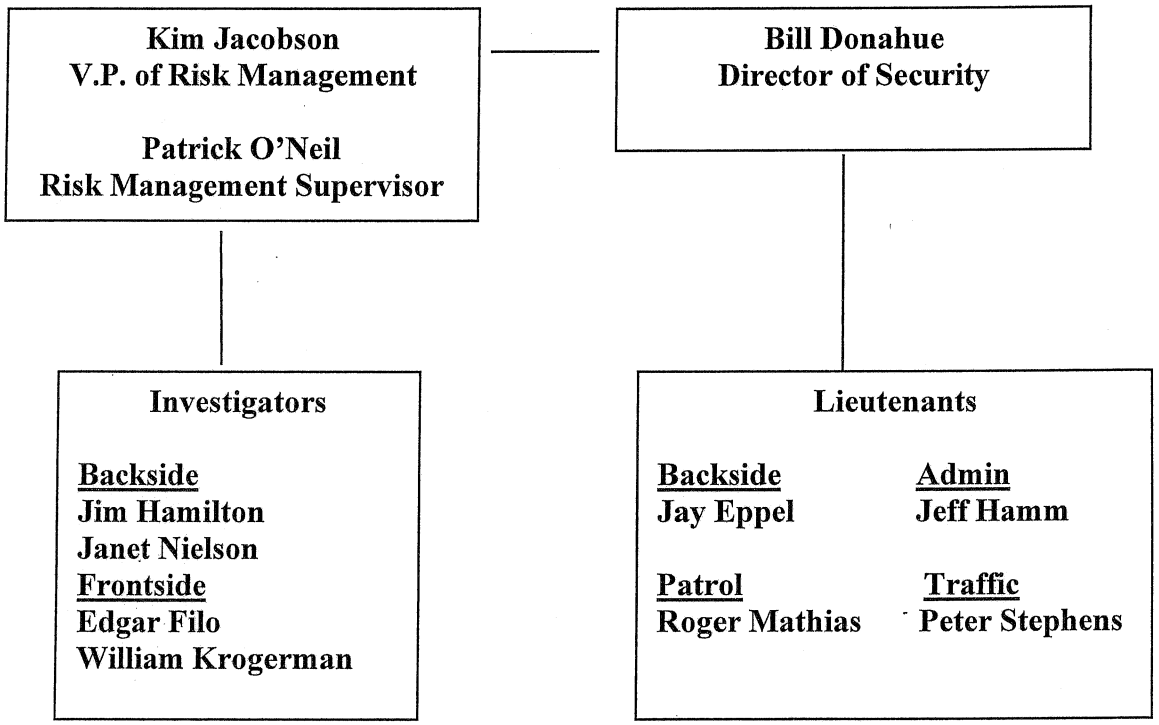
GPS System: Global Positioning Systems Technology
Name of person: **David Siegel (Axcis Information Network, Inc.) (TrackMaster/Equibase)**
Expiration date: **December 31, 2025**

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EXHIBIT 10A

Security Personnel

Person responsible for security controls on the premises:



Contact Information:

V.P. of Risk Management	Work 858-792-4233
Risk Management Supervisor	Work 619-840-7881
Director of Security	Work 858-755-1141 ext. 3652
Backside Investigator/Hamilton	Work 818-307-4483
All others	Work 858-755-1141 ext. 3650

*List of Security Personnel subject to change. Individuals will be hired by the union on a seniority basis.

EXHIBIT 10B
2024 GATE SCHEDULE

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2024 GATE SCHEDULE

GATE	Shifts																							
	12am	1am	2am	3am	4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
24hr Main Gate	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3
6hr Solana/Ocean Gate 4:30am-10:30 am / 1 shift					1	1	1	1	1	1	1	1												
24hr "Z" Gate	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	1	1

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ATTACHMENT
15. Security Controls
15. (B)

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. **The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of $100,000 or more. Details of the detention stalls are described in 15.B - 2 (C).**
2. Detention Stalls:
   - A. Attach a plan for use of graded stakes or overnight races.
     Detention barn is used as required by the CHRB.
   - B. Number of security guards in the detention stall area during a 24-hour period.
     As needed at the direction of the CHRB.
   - C. Describe number and location of surveillance cameras in detention stall area.
     For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving / test barn as our detention area. We will install fixed cameras in each of the five detention stalls as well as fixed cameras viewing the shed-row from both directions. As with the barn area, surveillance control and viewing will be from the CHRB Investigators' Office on the Frontside.
3. TCO2 Testing:
   - A. Number of races to be tested, and number of horses entered in each race to be tested.
     All
   - B. Plan for enhanced surveillance for trainers with high-test results.
     Will follow CHRB directives
   - C. Plan for detention stalls for repeat offenders.
     Will follow CHRB directives
   - D. Number of security personnel assigned to the TCO2 program.
     Assigned as needed

C. Describe the electronic security system:
Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing Proximity Cards and Proximity Access Keyfobs via door controllers located at entrances. The system comes with related door alarm management software.

1. Location and number of video surveillance cameras for the detention stall and stable gate.
Del Mar Thoroughbred Club utilizes pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on disk drives and stored for up to one week before being re-recorded. Control of these cameras is located in DMTC's security office.

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D. For night racing associations: Describe emergency lighting system. N/A

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response Ambulance Service, Inc., 8808 Balboa Avenue, Suite 150, San Diego, CA 92123 - (619) 380-0953

1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: SEE ATTACHMENT

1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. SEE ATTACHMENT

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If Quarter Horse racing association, see D.1.

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

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: SEE ATTACHMENT

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): HEALTH AND SAFETY MANAGER (RISK MANAGER): KIMBERLY JACOBSON / ASSISTANT MANAGER (RISK MANAGEMENT ASSISTANT): PATRICK O'NEAL / ON-SITE MEDICAL COORDINATOR - ROTATES BETWEEN DIFFERENT FIRE FIGHTER PARAMEDICS.

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): State Compensation Insurance Fund of CA, IOA Insurance Services, 3875 Hopyard Road, Suite 200, Pleasanton, CA 94588 / Policy #927286824

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

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ATTACHMENT

16. EMERGENCY SERVICES

A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:

American Medical Response Ambulance Service, Inc. (AMR)
8808 Balboa Avenue, Suite 150
San Diego, CA 92123
(619) 380-0953

1. Attach a certification from the ambulance service(s) listed in 16.A., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
EXHIBIT 11

On-track staff: Advanced Life Support Ambulances (ALS) – Paramedics and certified Emergency Medical Technicians are on-site at all time that either training or live racing is taking place.

- **Indicate number of horse ambulances available for training and racing:**
  DMTC has two (2) Kimzey ambulances plus one horse trailer ambulance.

- **For each horse ambulance, state the type of ambulance (e.g., Kimzey, horse trailer, etc.), the personnel assigned, and the equipment available.**
  DMTC has a veterinarian present (for both training and racing), the ambulance driver plus an available horse handler. We have three Kimzey splints (various sizes), fabric screens, water cooling system, ice buckets with ice, halters, etc., plus drug testing supplies on each horse ambulance.

B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

Auxiliary Site: Los Alamitos
Huntington Ambulance
Contact: Stacy O'Bryan
PO Box 145
Sunset Beach, CA 90742
(562) 904-1550

Auxiliary Site: San Luis Rey Downs
Mercy Ambulance
Contact: Jesse Torres
2537 Old San Pasqual Road
Escondido, CA 92027
(760) 525-9676

Auxiliary Site: Santa Anita
Symons Ambulance
Contact: Lauren Downs
18592 Cajon Blvd.
San Bernardino, CA 92407
(951) 880-6263

16. Emergency Services (Continued)

1. Attach a certification from the ambulance service (s) listed in 16.B., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

- **Mercy Ambulance Certificate: ON FILE**
- **Huntington Ambulance Certificate: ON FILE**
- **Symons Ambulance Certificate: ON FILE**

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

The on-site first aid clinic at Del Mar Thoroughbred Club is located at the east end of the grandstand facility, with easy access from the track. The facility includes 4 patient beds (1 private room, 3 curtain areas). There are 2 Paramedics, 2 EMTs, 1 Medical Assistant and 1 doctor on site every racing day. Thursday, Friday, Saturday, Sunday, Opening Day, Pacific Classic Day and Closing Day we have a Medical Coordinator (Medic 25) who works as liaison with Municipal EMS. There are two ALS equipped ambulances on site as well.

The equipment contained in the first aid clinic includes:

- **Oxygen at each station**
- **Cardiac monitor**
- **AED**
- **Otoscope**
- **Opthalmascope**
- **Pulse and 02 Oximeter**
- **B/P Cuff**
- **Thermometer**
- **Bag Valve Mask**
- **Surgery Light**
- **Stethoscope**
- **Glucose Monitor and Supplies**
- **Surgical equipment (used for laceration repair and suture removal)**

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: **If quarter horse racing association see D.1.**:

All medical doctors can be reached by contacting the first clinic directly at (858) 755-1141 ext. 2814 or through our Security Office by calling ext. 3650. The first aid clinic, Paramedics and EMTs have radios to monitor the security channel and/or Official Channel. Medical calls are dispatched by way of radio. Our doctors are contracted through Del Mar Doxx's - and rotate on site for the racing days. The doctors include:

Athanasios J. Foster, MD
Hessam Tabrizi, MD
Melinda E. Nevins, DO

16. Emergency Services (Continued)

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

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:
Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding hospital selection.

- **Scripps La Jolla**
  988 Genesee Ave., La Jolla, CA 92037 / 858-626-4123
- **Scripps Encinitas**
  354 Santa Fe Drive, Encinitas, CA 92024 / 760-753-4123

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:
EXHIBIT 12

G. Name 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):

- **Health and Safety Manager (Risk Manager): Kimberly Jacobson**
- **Assistant Manager (Risk Management Assistant): Patrick O'Neal**
- **On-Site Medical Coordinator – Rotates between different Fire Fighter Paramedics**

EXHIBIT 11 - AMR CERTIFICATE

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

EMERGENCY AMBULANCE NON-TRANSFERABLE LICENSE

CHP 360A (REV. 01-00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	
2155	2155	2/15/2024	3/5/2024	3/5/2025

CHP CARRIER NUMBER	LOCATION		
CA-	465	☐ Duplicate ☐ Initial	☐ Replacement ☑ Renewal

SERVICE NAME AND PHYSICAL ADDRESS *(only if different from below)*

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.
AMERICAN MEDICAL RESPONSE
4846 STRATOS WAY
MODESTO CA, 95356-

SERVICE NAME AND MAILING ADDRESS

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.
AMERICAN MEDICAL RESPONSE
4846 STRATOS WAY
MODESTO CA, 95356-
Attention: SIMONE JOHNSON

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed within the 30-day period prior to the expiration date indicated above.

Ambulance operations must cease immediately upon expiration of this license. THERE IS NO GRACE PERIOD FOR A LICENSED ACTIVITY. The Department will accept an application for renewal during the 30-day period following the license expiration date provided all required documentation is complete and accompanied by the initial license fee of $200.00. For license information contact CHP, Research and Planning Section at (916) 843-3440.

DocuSign Envelope ID: F85B9CEA-E4FB-4032-8CC5-BC999A0854C1

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A Global Medical Response Solution

8808 Balboa Avenue, Suite 150
San Diego, CA 92123
www.amr.net

May 29, 2024

CHRB

Re: California Accreditation

This letter is to inform that the American Medical Response San Diego Operations currently requires all their caregivers to be certified by the local county and state governing board.

American Medical Response requires all their clinicians to be certified through the state and county. This is enforced and regulated through company policy.

American Medical Response requires all clinicians to maintain certification in order to maintain employment. Current company policies does not allow for a clinician to work if they lapse in certification.

Feel free to reach out to me if you require further clarification.

Respectfully,

DocuSigned by:
Carlos Valdez Acosta-Meza
9676B917297C4C2...

Carlos Valdez Acosta-Meza
Operations Manager
AMR San Diego
Carlos.valdezacosta-meza@gmr.net
619.380.0953

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Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

April 3, 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,

Stacey O'Bryan - President
Huntington Ambulance,LLC

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,

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

symbiosis
Care Reimagined.

April 3, 2024

To Whom It May Concern:

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Emergency Specialties, Inc. dba Symbiosis 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,

Dawn Downs
President
(951) 283-9861
ddowns@syrnbiosiscare.com

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

Overview: The Del Mar Thoroughbred Club (DMTC) is committed to the overall health and safety of the riding professionals that are valued members of the racing community and DMTC. A large part of this commitment is the provision of professional medical and first aid services, should a jockey need to avail themselves of such services or be involved in an accident that requires first aid or emergency medical aid. DMTC takes their role in providing first aid and emergency medical care and transportation, when required, seriously. This program defines the plan elements and procedures DMTC will follow, should such events occur where medical aid becomes necessary.

Program Elements:

I. Medical Professionals On-Site During Racing - Summary

DMTC maintains licensed medical and first aid professionals that comply with the levels established by the horse racing industry. DMTC contracts with Del Mar Doxx's to provide a licensed physician and medical assistants, who are on duty during live racing. DMTC maintains two Advanced Life Support Ambulances. At minimum each ambulance is staffed by a Paramedic and a certified Emergency Medical Technician (EMT). In addition, municipal fire department, with paramedic and EMT services are readily available as these services are co-located with the track.

II. Jockey Information Health System

DMTC participates in the Jockey Information Health System through In Compass. All Medical Doctors and the Risk Management Department have access to this program.

The medical doctors staffing the on-site clinic can access medical information for those jockeys who participate in the program.

When a jockey, who participates in the program, is injured on track, the DMTC Risk Management Supervisor will access and print the Jockey's information. This information, along with Work Comp contact information is then sent with the Jockey to the hospital and/or faxed directly to the hospital emergency room.

II. Area Hospitals and Rapid Admittance

DMTC maintains a working relationship with two area hospitals, both members of the Scripps Hospital and Healthcare family of operations. The hospitals are found in either La Jolla, just south of the DMTC track, or Encinitas, just north of the track, both are Level 2 trauma hospitals. Most often our riders are transported to Scripps La Jolla. However, should a level 1 hospital be necessary the base hospital (La Jolla) would direct EMS to the nearest level 1 facility as part of the San Diego County Trauma System.

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

a. The Scripps triage and base station is located at the La Jolla hospital – when determined transport is necessary, hospital will be contacted immediately by the Medical Clinic Staff, Paramedics or Risk Management.

b. Riders will be transported to Scripps La Jolla unless base station determines alternate site is necessary. All decisions on where a rider will be seen are made by Scripps La Jolla at the time of a reported incident. DMTC will not know where a rider is being taken until such time that transport has been initiated and we are advised as to which facility they are directed to.

c. The addresses of the hospitals are: (Both are located less than 10 miles from DMTC)
   a. Scripps La Jolla
      9888 Genesee Avenue
      La Jolla, CA 92037
      Tel: 858.626.4123

   b. Scripps Encinitas
      354 Santa Fe Drive
      Encinitas, CA 92024
      Tel: 760.753.4123

III. The DMTC Safety and Health and Program Manager

a. The DMTC Risk Manager serves as the Safety Manager and coordinator of the Jockey medical treatment and on-track accident program.

b. DMTC also maintains an Assistant Safety and Health Manager (the Risk Management Supervisor) during the live meet period in the event the Safety Manager is unavailable.

c. Both the Risk Manager and the Risk Manager Supervisor can be reached at the following extensions, Ext. 4233 or Ext. 3225 respectively or via radio on the Official Channel as Risk 1 and Risk 2. As needed, the DMTC Operator or security Dispatch can assist with obtaining alternate contact numbers as well.

IV. On-site First Aid Facilities and Staffing

a. Physician - Services for the on-site medical clinic are contracted through Del Mar Doxxs. During all live racing periods there will a licensed physician and medical assistant on duty.

b. Advanced Life Support Ambulances (ALS) – A Paramedic and Certified Emergency Medical Technicians are on site at all times that either training or live racing is taking place. During Training hours there will be one ALS ambulance and one team which includes one, at a minimum (1) Paramedic and one (1) Certified Emergency Medical

Technician on site at all times. During live racing there will be two ALS ambulances, which will include two (2) Paramedics and two (2) Certified Emergency Medical Technicians on site. Unit 9 will follow the field during live racing, Unit 9A will cover the paddock during pre-race activities and cover the starting gates at mile starts as well as turf chute starts. serve as a back up to Unit9. Both teams will maintain radio contact with the officials and security dispatch at all times. (Depending on staffing for the day there may be times when two paramedics are on a rig).

c. Municipal Response Capabilities- DMTC is located on a State of California Fairgrounds. As such, we enjoy the benefits of the Del Mar Fire Department municipal fire service and Paramedic and Emergency Medical Technicians that are stationed on the grounds. If the on-site station has responded to an off-site emergency, Nor Com dispatch will send the closest responding unit available. On track Paramedics have the capability of calling Nor Com directly should back up be necessary.

V. Ambulance and Medical Transport Protocols

a. Contracted ambulance service – DMTC contracts with a licensed Emergency Medical Services provider who provides ALS on-track emergency medical response. San Diego County requires all transports, except life threatening situations to be handled by the CSA-17 provider. Anytime a rider requires transport, Nor Com is notified by Security Dispatch

b. Local municipal services – The Del Mar Fire Department or others within the Rancho Fire Service (CSA-17) area may respond as needed or called upon. The Rancho Fire Service will respond with Paramedics and EMT's on the fire trucks as well as Paramedics assigned to the municipal ambulances.

VI. The Emergency Medical Plan

These steps will be followed in the event of an on-track accident:

General Conditions

- On-site Paramedics and EMT's will respond to any observed rider on-track accident or as otherwise summoned for assistance. Such response will occur during training and/or live racing periods,

- If an incident requires transport, the hospital will be contacted and notified of the patient transport. (The La Jolla location of Scripps Hospital serves as the triage and base station for all incidents requiring hospital emergency care; they will direct the medical transport team as to which hospital to respond to.)

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

Communications

- Paramedic and EMT's (Units 9 and 9A) will be assigned radios allowing for constant communication with both security dispatch and officials. Both Official Channel and Dispatch Channel will be monitored at all times.
- Medical Clinic will be assigned one radio and will maintain contact with security dispatch at all times.
- DMTC security dispatch will monitor the official channel at all times.
- Safety and Health Program Manager and Assistant will monitor the official channel at all times. Both individuals will be available either on site or via cell phone 24 hours a day during the live meet.

Response During Training Periods

- During training periods, Advanced Life Support Unit 9 will determine the nature and extent of any injuries and whether transport to a medical facility is necessary,

- The DMTC Security Dispatch will be notified immediately of any rider incident on-track or otherwise during training periods and will assist EMS provider with securing additional medical help for transport to area hospital when necessary.

- Municipal units will meet on-track unit at the transfer point to secure injured rider and transport to one of designated hospital.

- Incidents with injuries not requiring transport to one of the local hospitals identified within this program will be treated on-track or at the DMTC first aid clinic based upon Paramedic judgment.

- Any on-track accidents during training periods will be immediately reported to Security dispatch. Safety Manager, Assistant and/or Backside Investigator should be notified immediately so they may conduct a review of the incident and follow up with any additional reporting as might be required.

Response During Pre-Race (Paddock)

- Unit 9A will be situated in the paddock area during pre race activities to respond to an emergency occurring in the paddock area.

- Unit 9A will follow the field from the paddock down the horse walk and continue to observe through the post parade.

- Should an emergency occur Security Dispatch will be notified immediately.

- DMTC Safety and Health Program Manager and/or Assistant will respond to incident.

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

- Security dispatch will notify on site medical clinic that an incident has occurred.

- As needed, additional medical assistance will be summoned from local municipal resources,

- DMTC Security will respond to incident and assist with crowd control. If necessary, security will provide escort to the medical clinic.

Accidents During Live Racing

- ALS unit –Unit 9 following the racing field will immediately respond to on-track accidents; simultaneously, the on-track physician and medical assistant will be made aware of the incident via radio contact, observation of the race via closed –circuit television or as advised by the DMTC Safety or Security Staff,

- ALS unit – Unit 9A will be on stand-by to assist and/or replace the on-track unit should it be necessary for Unit 9 to leave the track for any reason.

- In the event of a multiple rider down situation Unit 9 will call for immediate backup from Unit 9A at which time Unit 9A will enter the track (when safe to do so) to assist. If the situation is going to require additional response from outside agencies Unit 9 will request outside units through Security Dispatch.

- Should incident require ambulance to leave the track prior to the start of the race, Unit 9A will immediately move in to position at the starting gates. When this occurs Unit 9A will notify stewards via radio that they are in place.

- If for any reason Unit 9A is unavailable CHRB stewards must be notified immediately via the official channel.

- As needed, additional medical assistance will be summoned from local municipal resources,

- Paramedic on site of incident will determine the necessary treatment. Riders may be transported to the on-site medical facility for further evaluation, observation and triage or the Paramedic may determine transport is necessary. Should the Paramedic determine that transport is necessary they will alert Security so outside EMS can be dispatched. Paramedics have radio contact with Scripps La Jolla and will notify them directly of the transport. Risk Management will notify Officials.

- To the extent possible, all care will be provided by the professionals within the DMTC medical clinic,

- DMTC Safety and Security staff will immediately respond to the medical clinic to assist with event management and access control to the medical clinic,

- Depending on the nature and severity of injuries, the rider(s) may be transported to one of the local hospitals noted within this plan for further medical care and treatment as is needed,

- Any on-track accidents during live racing will be immediately reported to the Safety Manager, for analysis review and additional reporting as might be required.

- When one of the ALS units are required to leave the grounds DMTC Security will be notified immediately and instructed to call Nor Com for any patron medical aids until unit returns to grounds.

- Risk Management Department will provide Jockey Information Health System paperwork and Workers Compensation to the hospital for those Jockeys who participate.

Please note: Under no circumstances will information regarding the medical condition of a rider be provided to members of the media or others. Any such request should immediately be referred to the Director of Media and or President/General Manager.

VII. Posting This Plan

The DMTC, Jockey, On-Track Accident Response Plan will be posted in English and Spanish in the following locations:

a. The Jockey's Room located on the first floor of the Clubhouse Grandstands
b. The DMTC on-site medical facilities, and
c. DMTC Security Dispatch

Additional copies of the plan will be maintained in the DMTC Risk Manager's office, located in Operations.

IIX. Updates

The plan will be reviewed annually prior to the DMTC live racing meet and appropriate changes and updates will be made. Regulatory and/or legislative changes that may modify this plan will be included as will any changes in medical providers and/or ambulance transport services.

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Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Resumen: Del Mar Thoroughbred Club (DMTC) se compromete a la salud y seguridad de todos los profesionales de equitación que son miembros valorados de la comunidad de carreras y DMTC. Una gran parte de este compromiso es proporcionar atención médica profesional y servicios de primeros auxilios, en caso de que un jinete necesite emplear tales servicios o se vea implicado en un accidente que requiera servicios de primeros auxilios y asistencia médica de emergencia. DMTC hace su función al brindar asistencia médica de emergencia, primeros auxilios y transporte, cuando se requiera importantemente. Este programa define los elementos del plan y procedimientos. DMTC realizará un seguimiento, si ocurren tales hechos donde se necesite asistencia médica.

Elementos del Programa:

I. Profesionales Médicos en el Sitio Durante la Carrera-Resumen

DMTC mantiene a profesionales médicos licenciados y de primeros auxilios que cumplen con los niveles establecidos por la industria hípica. DMTC contrata a Del Mar Doxx's para ofrecer un médico licenciado y ayudantes médicos que están en servicio durante la carrera de caballos. DMTC mantiene dos Ambulancias Avanzadas de Apoyo Vital. Como mínimo cada ambulancia cuenta con un personal Paramédico y un Técnico Médico de Emergencia certificado ("EMT" por sus siglas en inglés). Además del departamento de bomberos municipal, con paramédicos y servicios de EMT que están preparados y disponibles ya que están situados al lado de la pista.

II. Sistema de Salud para la Información del Jinete

DMTC participa en el Sistema de Salud para la Información del Jinete por medio de In Compass. Todos los Médicos y Departamento de Gestión de Riesgos tienen acceso a este programa.

Todo el personal médico en el sitio puede acceder a la información médica de aquellos jinetes que participen en el programa.

Cuando un jinete, que participa en el programa, se accidenta en la pista, el Supervisor de Gestión de Riesgos de DMTC accederá e imprimirá la información del Jinete. Esta información, junto con la información de Compensación de los Trabajadores se manda junto con el Jinete al hospital o se envía por fax directamente a la sala de emergencia del hospital.

II. Hospitales de la Zona y Admisión Rápida

DMTC mantiene una relación profesional con dos hospitales de la zona, tanto los miembros del Hospital Scripps y la familia de asistencia médica de operaciones. Los hospitales se encuentran o en La Jolla, justo al sur de la pista de DMTC, o en Encinitas, justo al norte de la pista y los dos son hospitales de traumatismos Nivel 2. La mayoría de las veces se transporta a nuestros jinetes a Scripps La Jolla. Sin embargo, si fuera necesario un hospital del nivel 1, el hospital base (La Jolla) dirigiría al Servicio Médico de Emergencia ("EMS" por sus siglas en inglés) a la instalación del nivel 1 más cercana como parte del Sistema de Traumatismos del Condado de San Diego.

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

a. La estación base y triaje de Scripps se sitúa en el hospital de La Jolla, cuando se necesite un transporte determinado se les pondrá en contacto de inmediato con el Personal Médico de la Clínica, Paramédicos o Gestión de Riesgos.

b. Se trasladará a los jinetes a Scripps La Jolla a menos que la estación base determine un lugar alternativo en caso necesario. Todas las decisiones con respecto a donde se atenderá a un jinete se realizarán en Scripps La Jolla en el momento en que se reporte el accidente. DMTC no sabrá a dónde se lleva al jinete hasta el momento en que se haya iniciado el traslado y se nos avise sobre la instalación a la que se dirige.

c. Las direcciones de los hospitales son: (Ambas se localizan a menos de 10 millas de DMTC)
   a. Scripps La Jolla
      9888 Genesee Avenue
      La Jolla, CA 92037
      Tel: 858.626.4123

   b. Scripps Encinitas
      354 Santa Fe Drive
      Encinitas, CA 92024
      Tel: 760.753.4123

III. Salud y Seguridad y Gerente del Programa de DMTC

a. El Gerente de Riesgos de DMTC atiende como Gerente de Seguridad y coordinador del tratamiento médico del jinete y el programa de accidentes en la pista.

b. DMTC también mantiene un Asistente del Gerente de Seguridad y Salud (el Supervisor de Gestión de Riesgos) durante el periodo del encuentro de carreras en directo en caso de que el Gerente de Seguridad no esté disponible.

c. Tanto el Gerente de Riesgos y el Supervisor del Gerente de Riesgos pueden localizarse en las siguientes extensiones, Ext. 4233 o Ext. 3225 respectivamente o por medio de radio mediante el Canal Oficial como Riesgo 1 y Riesgo 2. Cuando se necesite, el Operador o Despacho de Seguridad de DMTC también podrán ayudarle a conseguir números de teléfono de contacto alternativos.

IV. Instalaciones de Primeros Auxilios en el Sitio y Personal

a. Médico- Los servicios para el centro médico en el sitio se contratan por medio de Del Mar Doxxs. Durante los periodos de carreras en directo se proporcionará un médico licenciado y ayudante médico en servicio.

b. Las Ambulancias Avanzadas de Apoyo Vital ("ALS" por sus siglas en inglés) - Un Paramédico y Técnicos Médicos de Emergencia Certificados están en el sitio en todo

momento ya sea si están entrenando o se está llevando a cabo una carrera en directo. Durante las horas de entrenamiento habrá una ambulancia ALS y un equipo que incluirá, como mínimo un (1) Paramédico y un (1) Técnico Médico de Emergencia Certificado en el sitio en todo momento. Durante la carrera en directo habrá dos ambulancias ALS, que incluirán dos (2) Paramédicos y dos (2) Técnicos Médicos de Emergencia Certificados en el sitio. La Unidad 9 seguirá el campo durante la carrera en directo, la Unidad 9A cubrirá el paddock durante las actividades previas a las carreras y cubrirá las puertas de salida en los inicios de la milla así como en los inicios del área de césped que sirven como un apoyo a la Unidad 9. Ambos equipos mantendrán contacto por radio con los oficiales y despacho de seguridad en todo momento. (Dependiendo de la dotación de personal para el día, puede haber ocasiones en las que haya dos paramédicos en una plataforma).

c. Las Capacidades de Respuesta Municipal-DMTC está situado en un recinto ferial del Estado de California. Como tal, disfrutamos de los beneficios del servicio de bomberos municipal Del Mar, Paramédicos y Técnicos de Emergencia Médica que se localizan en los terrenos. Si la estación en el sitio ha respondido a una emergencia fuera del sitio, el despacho Nor Com mandará a la unidad de respuesta más cercana disponible. Los Paramédicos en la pista cuentan con la capacidad de llamar directamente a Nor Com en caso de que se necesite un refuerzo.

V. Protocolos de Transporte de Ambulancia y Médicos

a. El servicio de ambulancia contratado - DMTC tiene contratado a un proveedor de Servicios Médicos de Emergencia licenciado que ofrece respuesta médica de emergencia en las pistas de ALS. El Condado de San Diego requiere que todos los transportes, salvo las situaciones que amenacen la vida se manejen por el proveedor CSA-17. En cualquier momento que un jinete requiera transporte, el Despacho de Seguridad notificará a Nor Com.

b. Los servicios municipales locales - El departamento de bomberos Del Mar u otros dentro del área de servicio de incendios de Rancho (CSA-17) podrá responder según se necesite o solicite. El Servicio de Bomberos de Rancho responderá con Paramédicos y EMT en los camiones de bomberos y los Paramédicos asignados a las ambulancias municipales.

VI. Plan Médico de Emergencia

Estos pasos se seguirán en caso de que ocurra un accidente en las pistas:

<u>Condiciones Generales</u>

- Los Paramédicos y EMT en el sitio responderán a cualquier accidente que observen de un jinete en la pista o de otro modo pedirán ayuda. Tal respuesta ocurrirá durante el entrenamiento o periodos de carreras en directo.

Del Mar Thoroughbred Club
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- Si un incidente requiere transporte, se contactará y avisará al hospital del transporte del paciente. (La localización de La Jolla del Hospital Scripp atiende como triaje y estación base para todos los incidentes que requieran asistencia de emergencia hospitalaria y dirigirán al equipo de transporte médico a qué hospital deberán acudir).

Comunicaciones

- A los Paramédicos y EMT (Unidades 9 y 9A) se les asignarán radios para permitir una comunicación constante con el despacho de seguridad y los oficiales. Tanto el Canal Oficial y el Canal de Despacho se controlarán en todo momento.

- Se le asignará a la Clínica Médica una radio y mantendrá contacto con el despacho de seguridad en todo momento.

- El despacho de seguridad de DMTC controlará el canal oficial en todo momento.

- El Gerente del Programa de Seguridad y de Salud y Asistente controlarán el canal de seguridad en todo momento. Ambas personas estarán disponibles tanto en el sitio como por teléfono celular las 24 horas al día durante el encuentro de las carreras en directo.

Respuesta Durante los Periodos de Entrenamiento

- Durante los periodos de entrenamiento, la Unidad 9 de Apoyo Vital Avanzado determinará la naturaleza e importancia de cualquier lesión y si el transporte a una instalación médica fuera necesario.

- Se avisará de inmediato al Despacho de Seguridad de DMTC sobre cualquier incidente de los jinetes en la pista o de otro modo durante los periodos de entrenamiento y ayudará al proveedor del Servicio Médico de Emergencia a obtener ayuda médica adicional para facilitar el transporte al hospital del área cuando se necesite.

- Las unidades municipales se reunirán con la unidad en la pista en el punto de traslado para asegurar al jinete lesionado y transportarlo a uno de los hospitales designados.

- Los incidentes con lesiones que no requieran transporte a uno de los hospitales locales identificados dentro de este programa, se tratarán en la pista o en la clínica de primeros auxilios de DMTC según el criterio del Paramédico.

- Cualquier accidente en la pista durante los periodos de entrenamiento se reportará de inmediato al Despacho de Seguridad. Se notificará de inmediato al Gerente de Seguridad, Asistente y/o Investigador trasero para que puedan llevar a cabo una revisión del incidente y seguimiento con cualquier reporte adicional que sea necesario.

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Respuesta Durante la Pre-carrera (Paddock)

- La Unidad 9A estará situada en el área del paddock durante las actividades previas a la carrera para responder a una emergencia que ocurra en el área del paddock.
- La Unidad 9A seguirá el campo desde el paddock hasta el camino del caballo y seguirá observando durante el desfile posterior.
- Si se produce una emergencia se notificará de inmediato al Despacho de Seguridad.
- El Gerente del Programa de Salud y Seguridad y/o Asistente de DMTC responderá al incidente.
- El Despacho de Seguridad notificará a la clínica médica en el sitio de que se ha producido un incidente.
- Según sea necesario, se solicitará asistencia médica adicional de los recursos municipales locales.
- La seguridad de DMTC responderá al incidente y ayudará con el control de la multitud. Si fuera necesario, la seguridad proporcionará acompañamiento a la clínica médica.

Accidentes Durante la Carrera en Directo

- La unidad ALS - Unidad 9 que sigue el campo de carreras responderá de inmediato a los accidentes en la pista; simultáneamente, se pondrá en conocimiento al asistente médico y médico en la pista del incidente contactándoles por medio de radio, la observación de la carrera se hará por medio de un circuito cerrado de televisión o según lo aconsejado por el Personal de Seguridad de DMTC.
- La unidad ALS - Unidad 9A estará pendiente para ayudar o remplazar a la unidad de la pista en caso de que fuera necesario que la Unidad 9 abandone la pista por cualquier razón.
- En el caso de una situación en la que se hayan caído varios jinetes, la Unidad 9 llamará para refuerzos inmediatos a la Unidad 9A, momento en el cual la Unidad 9A entrará en la pista (cuando sea seguro hacerlo) para ayudar. Si la situación va a requerir una respuesta adicional de entidades externas, la Unidad 9 solicitará unidades externas a través del Despacho de Seguridad.
- Si un incidente requiere ambulancia deberá abandonar la pista antes de que empiece la carrera. La Unidad 9A se desplazará de inmediato a una posición al cajón de salida. Cuando esto ocurra la Unidad 9A avisará a los encargados por medio de radio de que están en su lugar.
- Si por cualquier razón la Unidad 9A no está disponible se notificará de inmediato a los encargados CHRB por medio del canal oficial.

- Según se necesite, se pedirá asistencia médica adicional desde los recursos municipales locales.

- El paramédico en el sitio del incidente determinará el tratamiento necesario. Los jinetes podrán ser transportados a la instalación médica en el sitio para una evaluación, observación y triaje adicionales, o el paramédico podrá determinar que es necesario el transporte. Si el paramédico determina que el transporte es necesario, alertará a Seguridad para que se pueda mandar al Servicio Médico de Emergencia externo. Los paramédicos tienen contacto por radio con Scripps La Jolla y les notificarán directamente sobre el transporte. La Gerencia de Riesgos notificará a los Funcionarios.

- En la medida de lo posible, los profesionales ofrecerán toda la atención dentro de la clínica médica de DMTC.

- El personal de Seguridad de DMTC responderá de inmediato a la clínica médica para ayudar con la gerencia del suceso y control de acceso a la clínica médica.

- Dependiendo de la naturaleza y gravedad de las lesiones, se podrá transportar al jinete(s) a uno de los hospitales locales señalado dentro de este plan para atención médica ulterior y tratamiento según se necesite.

- Cualquier accidente en la pista durante la carrera en directo se reportará de inmediato al Gerente de Seguridad, para una revisión del análisis y reporte adicional según se requiera.

- Cuando una de las unidades de unidades de ALS requieran que abandone los terrenos, se avisará de inmediato a la Seguridad de DMTC y se le instruirá llamar a Nor Com para cualquier atención médica protectora hasta que regrese la unidad al terreno.

- El Departamento de Gerencia de Riesgos proporcionará la documentación del Sistema de Salud de Información del jinete y Compensación de los Trabajadores al hospital para aquellos jinetes que participen.

Por favor tenga presente: En ninguna circunstancia la información con respecto al estado médico del jinete se proporcionará a los miembros de los medios u otros. Cualquier petición se referirá de inmediato al Director de Medios o Presidente/Gerente General.

VII. Publicación de este Plan

El Plan de Respuesta ante un Accidente de los Jinetes en la pista de DMTC, se publicará en Inglés y Español en las siguientes localizaciones:

a. La Sala del Jinete situada en la primera planta de las Gradas del Clubhouse.
b. Las instalaciones médicas en el sitio de DMTC, y
c. Despacho de Seguridad de DMTC.

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Las copias adicionales del plan se guardarán en la oficina del Gerente de Riesgos de DMTC, situada en las Operaciones.

IIX. Actualizaciones

El plan se revisará anualmente antes del encuentro de las carreras en directo de DMTC y los cambios apropiados y actualizaciones que se hagan. Los cambios regulatorios o legislativos que puedan modificar este plan se incluirán al igual que los cambios en los proveedores médicos o servicios de transporte de ambulancia.

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Josh Rubinstein
President & COO

May 14, 2024

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

Re: **CHRB 4 CCR 1927 Fire Prevention and Auxiliary Stabling**
Letter of Request for an Exemption or Extension

Dear Executive Director Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club ("DMTC") requests an extension from the 45-day provision of Rule 1927. Inspection of the facility was conducted in February 2024 in conjunction with the 22nd District Agricultural Association 2024 fire inspection/clearance to determine compliance with fire safety standards, which included horse boarding and racing compliance, and was deemed in compliance thru December 31, 2024. An additional inspection of the grounds cannot be conducted until the conclusion of the San Diego County Fair on July 7, 2024. Del Mar will then request an additional inspection with the State Fire Marshal, after which the fire clearance letter will be forwarded to the CHRB.

Thank you for your consideration and assistance. Please contact me if you have any questions or concerns.

Sincerely,

Josh Rubinstein
President & COO
Del Mar Thoroughbred Club

cc: Yannet DeGarcia, CHRB
Sue Walls, DMTC

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
24680 Jefferson Avenue, Suite B
Murrieta, CA 92562
(951) 304-7865
Website: www.fire.ca.gov

16.H FIRE CLEARANCE

April 2, 2024

Sue Walls, Vice President - Facilities
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, California 92014-070

Re: Del Mar Thoroughbred Racing Facility
CSFM File #04-37-041-0001

Dear Ms. Walls:

An inspection of the referenced facility was conducted on February 2024, in accordance with Section 13108(c) of the California Health and Safety Code. The purpose was to determine compliance with minimum fire and life safety standards required by Titles 19 and 24 of the California Code of Regulations for horse boarding and racing, including simulcast from July 20,2024 thru December 31, 2024.

The deficiencies noted at the time of inspection have been corrected and reinspected for compliance.

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 time periods at the Del Mar Thoroughbred Club located at the San Diego County Fairgrounds.

If we can be of further assistance, or you desire additional information or clarification, please feel free to contact me at (626) 228-4251.

Sincerely,

Jeffrey Bailey
Supervising Deputy State Fire Marshal

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SANTA ANITA PARK

April 10, 2024

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

Re: CHRB Rule 1927 Fire Prevention and Auxiliary Stabling
Letter of Request for Exemption or Extension

Dear Executive Director Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting for Del Mar Thoroughbred Club ("DMTC"), both the Los Angeles Turf Club (Santa Anita) and San Luis Rey Downs are listed as auxiliary training and stabling centers. The Los Angeles Turf Club requests an extension from the 45-day provision of Rule 1927 as the 2024 fire inspection/clearance for the facilities cannot be conducted until this summer prior to the expiration of our current inspections.

We have contacted both the City of Arcadia Fire Department (SA) and the North County Fire Protection District (SLR) and a scheduled inspection will be conducted, at which time the fire clearance letter will be forwarded to the CHRB.

Thank you for your consideration and assistance in this matter. Please let me know if you have any questions or concerns.

Sincerely,

Nate Newby

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May 22, 2024

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 July 1, 2024, through December 10, 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.

City of Arcadia
Fire Department

Chen Suen
Fire Chief

710 S. Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

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

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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

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LOS ALAMITOS
RACE COURSE

May 15, 2024

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

Re: **CHRB 4 CCR 1927 Fire Prevention and Auxiliary Stabling Letter of Request for an Exemption or Extension**

Dear Executive Director Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting for the Del Mar Thoroughbred Club (DMTC), the Los Alamitos Race Course is listed as an auxiliary training and stabling center. With this letter, the Los Alamitos Race Course requests an extension from the 45-day provision of Rule 1927 as the inspection/clearance letter on file, dated February 26, 2024, does state that Los Alamitos is in compliance with the required fire and safety regulations.

The Orange County Fire Authority (OCFA) conducts their Fire Inspections on an annual basis. The OCFA considers the fire and life safety clearance letter dated February 26, 2024 to be valid for a period of not less than one calendar year from the time issued. Due to OCFA scheduling limitations they will not schedule an additional inspection within the same calendar year. The OCFA considers Los Alamitos Race Course in full compliance with Fire and Life Safety codes and regulations.

For that reason, a fire inspection and new fire clearance letter cannot be obtained within the required 45-day window prior to the July 20, 2024 opening for the Del Mar race meet. Understanding that it is beyond the control of LARC to comply with this section of Board Rule 1927, Los Alamitos Race Course is requesting an exemption from the 45-day provision in Board Rule 1927.

Respectfully,

Frank Sherren
Facility Manager
Los Alamitos Race Course

cc: Lucy Myers, DMTC

4961 Katella Ave • Cypress, CA 90720 • ph 714 820 2800 • f

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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 Alamits 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,

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

EXHIBIT 13

DELMART-01 GIROND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2024

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Arch Insurance Company — 11150
INSURED Del Mar Thoroughbred Club PO Box 700 Del Mar, CA 92014	INSURER B : State Compensation Insurance Fund of CA — 35076
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			SNCGL1800904	3/15/2024	3/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE MO	$ 1,000,000 $ 1,000,000 $ $ 1,000,000 $ 5,000,000 $ 5,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			SNAUT0083104	3/15/2024	3/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SNFXS0087704	3/15/2024	3/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		927286824	3/31/2024	3/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy; and executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury". but only with respect to operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

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termination of insurance that secures the liability of the association for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each: EXHIBIT 14

Does the association provide its own concessions? Yes ☐ No ☒

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting: SEE ATTACHMENT
Promotional/Marketing budget for prior race meeting: SEE ATTACHMENT

C. Number of hosts and hostesses employed for meeting: We employ approximately 30 customer service representatives on weekday racing (Thursdays) and 40 on weekends (Friday, Saturday and Sunday.)

D. Describe facilities set aside for new fans. At Del Mar, virtually the entire facility is considered a new fan area with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales Department which provides customized introductions to racing or the day's card tailored to individual groups. Del Mar also offers a variety of free seminars and handicapping education for the more serious newcomers.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen SEE ATTACHED
2. Fans
3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

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EXHIBIT 14

TIP SHEETS:

John Acquarelli
Duke's Racing Selections
2317 Hogan Way
Oceanside, CA 92056

Bruce M. Andrews, Jr
Deuce Bruce
5910 Rancho Mission Rd
San Diego, CA 92108

SADDLERY SERVICES:

Frank Wipfli
Western Saddlery, Inc.
7038 Commerce Circle
Pleasanton, CA 94588

MISCELLANEOUS CONCESSIONS/SERVICES:

Tony Vasquez
Garda Cash Logistics
8807 Complex Drive
San Diego, CA 92123

Rayetta Burr
Benoit & Associates, Inc.
Track Photographers
PO Box 60014
Arcadia, CA 91066-6014

Del Mar Doxx-A.J. Foster
Track Physicians
380 Stevens Ave., Ste 100
Solana Beach, CA 92075

Michael Costello
United/Puett Electrical
Starting Gates
224 Tater Hill Rd.
East Haddam, CT 06423

Brent Gulley
Gulley's Livestock Disposal
10272 Juniper Rd.
Oak Hills, CA 92344-0304

Deven Owen
West Coast Feed
PO Box 893007
Temecula, CA 92589

Gary S. Bell
Citrus Feed
PO Box 249
La Verne, CA 91750

Angel P. Unamuno
Angel's Feed
4518 Rowland Ave.
El Monte, CA 91731

Cristobal Virgen
Cristobal Virgen Shoe Shine
1057 Gai Drive
San Diego, CA 92130

Chris Aplin
Chris Aplin Barbershop Services
285 W. Huntington Drive
Arcadia, CA 91007

Jason Karches
Today's Racing Digest, LLC
1945 Camino Vida Role
Carlsbad, CA 92008

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ATTACHMENT

18. PROMOTIONAL AND MARKETING PLANS

A. Attach a copy of the promotional and marketing plans for the race meeting:

EXHIBIT 15

B. Promotional/ Marketing budget for this race meeting and prior race meeting:

Category	2024	2023
Advertising	$ 924,949	$ 953,591
Promotions	258,520	257,243
Communications	265,562	219,535
Sponsorship Fulfillment	51,817	86,537
Other	62,688	53,074
Total	$1,563,537	$1,569,980

C. Number of hosts and hostesses employed for meeting: **We employ approximately 30 customer service representatives on weekday racing (Thursday) and 40 on weekends (Friday, Saturday and Sunday.)**

D. Describe facilities set aside for new fans:

At Del Mar, virtually the entire facility is considered a new fan area, with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales department which provides customized introductions to racing or the day's card tailored to individual groups. Del Mar also offers a variety of free seminars and handicapping education for the more serious newcomers.

ATTACHMENT – 18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:

1. HORSEMEN

- **Repair roofing throughout stable area (restricted area) – on going.**
- **Replacement of stairways, balconies and shed row posts in stable area living quarters (restricted area) – on-going.**
- **Replacement of flooring, doors, locks, and window screens in living quarters (restricted area) – on-going.**
- **Upgrade of morning workout lighting (restricted area) – on-going.**
- **Repair of all stable area smoke detectors (restricted area) – on-going.**
- **Replacement of water service to miscellaneous barns in stable area (restricted area) – on-going.**
- **Backfill of all stable area stalls with decomposed granite (restricted area) – on-going.**
- **Renovation of miscellaneous restrooms, tack rooms and living quarters in stable area (restricted area) – on-going.**
- **Clean and dig-out all stable area wash racks and storm drain boxes (restricted area) – on-going.**
- **Re-grading of main dirt track (restricted area) – on-going.**
- **Renovate Paddock pavers.**
- **Installation of surveillance cameras in Barns B/BB – D/DD and EE, FF, GG.**

1. **FANS**

- **New LED Tote Board/Video installed.**
- **Replace standard drinking fountains with water bottle filling stations – on-going.**
- **Remodeling interior of 3rd floor Grandstand bars and (1) restaurant.**
- **Enhancement of Plaza de Mexico with added shade structures and synthetic turf around fountain.**
- **Turf Club upgrades to include new furniture and televisions at tables.**
- **Additional covered seating area on the Stretch Run tarmac.**

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- **New lounge area, General Admission 1st and 5th levels of West Grandstand.**
- **Increase the frequency of power washing seating areas – on-going.**
- **Upgrade tables/seating in Paddock view restaurants – on-going.**
- **Painting grandstand seating, railings, and restroom doors – on-going.**
- **Replacement of television monitors with flat screen monitors throughout facility and the addition of more to increase fan needs – on-going.**
- **Installation of wireless technology throughout the facility to enhance the mobile app experience - on-going.**
- **Replace paint and repair Grandstand reserved seating.**
- **Enhance General Admission seating by adding picnic tables on apron.**

2. Facilities in the restricted areas: **SEE 18-E-1**

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A. List proposed charges. Note any changes from the previous year. SEE ATTACHED
Admission (general)
Admission (clubhouse)
Reserved seating (general)
Reserved seating (clubhouse)
Parking (general)
Parking (preferred)
Parking (valet)
Programs (on-track)
(off-track)

B. Describe any "Season Boxes" and "Turf Club Membership" fees. SEE ATTACHED

C. Describe any "package" plans, such as combined parking, admission, and program. SEE ATTACHED

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.
☒ Corners (lockers and cubicles) How many 73

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Female jockey quarters include a separate locker area (2), shower area, sauna area and lounge area.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) Inspection of backstretch housing will be completed by CHRB staff on a date to be determined. Michael Barker, 05/10/2024

B. Number of rooms used for housing on the backstretch of the racetrack: 665 PERMANENT

C. Number of restrooms available on the backstretch of the racetrack: 253

D. Estimated ratio of restroom facilities to the number of backstretch personnel: Restroom facilities available on the backstretch 253. Estimated ratio to the number of personnel - 1 restroom facility per 4 backstretch employees.

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. The main track surface is a Dirt Running Surface. The surface consists of a 10" sandy loam on top of a layer of decomposed granite and 6" round perforated drain pipe on tope of the existing dirt sub-base.

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ATTACHMENT

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year. Opening Day tickets will be sold on a limited attendance basis again in 2024, with no restrictions on other days. *Price changes from 2023 noted below.

General Admission (includes official program)	$4.00 (Diamond Club), $8.00 (Regular), *$50.00* (Opening Day), $40.00 (Season Pass, sold pre-season only)
General Admission	Discount Book of (10) - $60.00
Reserved Seating (Stretch Run) (includes admission)**	*$10.00 Thurs, *$15.00 Fri, *$20.00 Sat, $16.00 Sun ($75.00* Opening Day - *$25.00 Pacific Classic)
Reserved Seating (Clubhouse) (includes admission)	$10.00 Thurs, *$15.00 Fri, *$20.00 Sat, $16.00 Sun ($75.00* Opening Day - *$25.00 Pacific Classic)
Parking (general, single day)	$10.00 (Opening Day $15.00)
Parking (discount book)	$50.00 (general, advance discount book of 10)
Parking (preferred)	$15.00 (Opening Day $20.00)
Parking (valet)	$30.00 ($40 Opening Day)
Programs (on-track)	$2.00 (included with paid admission)
Programs (off-track)	$2.25

Proposed Changes:

- *General Admission: Opening Day increased $10.00
- *Reserved Seating (Stretch Run and Clubhouse): Opening Day increased $5.00

B. Describe any "Season Boxes" and "Turf Club Membership" fees:

Season Turf Club Membership (2 persons):	$1,700.00*
Season Turf Club Membership (1 person):	$1,200.00*
Daily Turf Club Admission (member guests):	$40.00 ($100.00 on Opening Day)
Daily Turf Club Admission (non-member):	$60.00 ($200.00 on Opening Day)
Stretch Run & Clubhouse Season Box Seats:	$295.00 to $320.00 per seat
Season Reserved Seat:	$270.00

C. Describe any "package" plans such as combined parking, admission and program:

Turf Club memberships include valet parking. All paid admissions and seat or table tickets include official programs. All seat and table tickets include admission.

Proposed Changes:

- *Season Turf Club Membership (2 persons) increased $200.00
- *Season Turf Club Membership (1 person) increased $100.00

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C. The percent of cross slope in the straightaways is: 2.5%
The percent of cross slope in the center of the turns is: 5%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Fontana Inner rail: Aluminum. Outer rail: Galvanized Steel Tubing. Inner rail supports: Aluminum with 33" offset. Coverings: Fontana Safety panels. Approximate height of the top inner rail: 40". Turf Track: Inside running rail: Mawsafe pvc injection molded. Inside rail supports: Mawsafe pvc with 16" offset. Approximate height: 47". Outside running rail of the turf course is the same as the inside rail. Outside rail supports are the same as the inside rail supports. Approximate height 47".

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: TOM ROBBINS, EXECUTIVE VP RACING.

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): EXHIBIT 16

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

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

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): NO EXCEPTIONS

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): NO EXCEPTIONS

EXHIBIT 16

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DEL MAR THOROUGHBRED CLUB - UNION CONTRACTS CURRENTLY IN NEGOTIATION

UNION	SIGNATORY ASSOCIATIONS	JOB CLASSIFICATION	CONTRACT DATES
Teamsters Local 495 Auto Park	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Auto Park	In Negotiations
Teamsters Local 495 Clockers/ Outriders	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Clockers / Outriders	In Negotiations
Teamsters Local 495 Starters	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Starters	In Negotiations
Teamsters 495 Racing	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing Officials	In Negotiations
SEIU Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	Jan 1, 2023 through Jan 31, 2026
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	In Negotiations
Local #89	Del Mar Thoroughbred Club	Laborers	July 1, 2022-June 30, 2025
Local #542	Del Mar Thoroughbred Club	Tractor/Truck Drivers	In Negotiations
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club	Admissions / Public Events / Security / Janitorial	July 1, 2022-June 30, 2026

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2024

RACE MEET AGREEMENT

BETWEEN

DEL MAR THOROUGHBRED CLUB

AND

THOROUGHBRED OWNERS OF CALIFORNIA

JULY 10, 2024 – SEPTEMBER 10, 2024

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2022 RACE MEET AGREEMENT

Del Mar Thoroughbred Club

July 10, 2024 through September 10, 2024

THIS AGREEMENT is entered into by and between Del Mar Thoroughbred Club (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 Summer Meeting, except as otherwise provided herein.

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, 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 conducted by TRACK under license from the California Horse Racing Board for the period commencing July 10, 2024, through September 10, 2024 which meet is hereinafter referred to as the "2024 Summer Meet." Live racing will commence on Saturday July 20, 2024 and conclude on Sunday September 8, 2024.

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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.
DISTRIBUTION ESTIMATION

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2024 Summer 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 Summer 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 event that there is an underpayment from the 2024 summer race meet that is equal to or less than the current cumulative combined Summer and Fall Meet overpayment from purses as of December 31, 2022 ("cumulative overpayment"); the entire underpayment from the 2024 Summer Meet shall be applied to the cumulative overpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2024 Summer Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2024 Summer Meet, to the commencement of the 2024Fall Meet or 2024 Summer Meet as determined by TOC and Track. The deficiency shall be based on actual purse monies collected by Track from intrastate and international satellite locations and advanced deposit wagering providers. One Hundred

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Percent (100%) of the interest generated shall be used for purses during TRACK's next meet commencing in 2024.

Investments will be in accordance with TRACK's investment policy, a copy of which will be provided to TOC at least thirty (30) days prior to the start of the meet.

Representatives of TRACK and TOC shall consult with each other during the 2024 Summer Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2024 Summer Meet and not less than a bi-weekly basis during the 2024 Summer Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2024 Summer Meet.

IV.
DAILY MUTUEL HANDLE

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2024 Summer Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2022 average daily purse generation, or in the event the purse projections for the 2024 Summer 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, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2024 Summer Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

Unless otherwise agreed by TOC, any increase or decrease in overnight purses shall be applied across all types and conditions of overnight races in the same relative proportions; e.g., if overnight purses are decreased or increased by ten percent (10%), then the purse for each type and condition of overnight race shall be decreased or increased by ten percent (10%), as the case may be, subject to such "rounding" as may be agreed upon by TRACK and TOC.

TRACK shall furnish TOC, upon request, all supporting documents pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

By each Wednesday following a race week ending on a Sunday (or Monday holiday), TRACK shall furnish to TOC a meet-to-date report representing purses paid, purses generated, and the current over/under purse payment position. Notwithstanding, within seventy-two hours of a request, TRACK shall furnish TOC, all supporting documentation pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

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V.
GROSS RACING DISTRIBUTION

Whenever the term "Gross Racing Distribution" is used herein, it shall mean those portions of the funds handled in TRACK's pari-mutuel 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,* including but not limited to, Sections 19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, and 19616.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2021 Meet 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.

VI.
TOC AND CTT DISTRIBUTIONS

TRACK shall pay to TOC and CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2024 Summer Meet the sums required by Section 19613(b) of the California *Business & Professions Code.* Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2024 Summer Meet commencing July 10, 2024; the final payment shall be made on or before 10 calendar days following the close of the 2024 Summer Meet. 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.

VII.
NET RACING 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; and,*
2. Cal-bred Maiden Bonus Program – Funds designated by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California Thoroughbred Breeders Association).

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TRACK will pay and distribute in stakes and overnight purses for the 2024 Summer Meet a sum not less than 97-1/2% of the Gross Racing Distribution generated for the 2024 Summer Meet, and will pay the remaining up to 2-1/2% as set forth in Section 19613(b.

By way of example only, and solely for clarification, if at said 2024 Summer Meet, TRACK's Gross Distribution was $1,000,000.00, TOC would receive one percent 1%, ($10,000.00); 1-1/2% ($15,000) would be distributed to the CTT and to the Horsemen's pension fund as required by law. The Net Distribution would be Nine Hundred Fifty-Seven Thousand Five Hundred Dollars ($975,000.00).

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2024 Summer Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2024 Summer Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business and Professions Code*.

Track and TOC agree that based on information available as of the date of this Agreement the current balance in the purse account is estimated to be approximately $1,927,123 underpaid, as set forth in Exhibit H, and that Exhibit H sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit H or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit H, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underages; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

VIII.
RACING PROGRAMS

A. Stakes Program

From the total purse distribution available for the 2024 Summer Meet, not more than Five Million Seven Hundred and Sixty Five Thousand Dollars ($5,765,000) (pending final approval by TOC) of horsemen's money shall be paid as stakes unless otherwise agreed upon by TRACK and TOC in accordance with the schedule attached hereto and made a part hereof as Exhibit "A."

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When a division of a stakes event is deemed appropriate by TRACK, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Should TRACK desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, TRACK shall obtain the prior written approval of TOC for such a purse increase. TRACK shall not split a stakes race without first obtaining the approval of TOC, which approval will not be unreasonably withheld.

Further, should TRACK deem it appropriate to split the "Oceanside Stakes" and run more than one division the purse for all divisions will remain at one hundred percent (100%) of the purse originally scheduled.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for all Race Meetings to be conducted by it to TOC six (6) months, but in no event less than four (4) months, prior to the first (1st) day of the subject Race Meeting. TRACK further agrees to commence negotiations with respect to Exhibit "A" at least six (6) months prior to the first day of subsequent Race Meetings.

Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes events, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC.

TRACK shall not cancel any non-overnight stakes races without first obtaining the approval of TOC.

All stakes races offered with purses of $100,000 or more, excluding invitational and Breeders' Cup-enhanced races, shall be guaranteed money events and all stakes races offered with purses less than $100,000 shall be run as added money events.

If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees and supplemental fees, bring the total purse monies above the guaranteed amount for all guaranteed stakes races, the excess will be used for overnight purses.

If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees and supplemental fees, result in the total purse monies being less than the guaranteed amount for all guaranteed stakes races, the deficit will be made up from overnight purse money.

The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees and supplemental fees previously announced for the above-referenced guaranteed stakes races, shall not be reduced during the course of the 2024 Summer Meet. Each guaranteed stakes race to be run during the 2024 Summer Meet shall require total fees of at least

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one percent (1%) for each starter. All graded stakes races to be run during the 2024 Summer Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

For all stakes races offering a purse of $100,000 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 who are equipped with a video camera, a communications device and a 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. TRACK and TOC agree that this policy may be revisited and modified at any time during the period of this Agreement, provided TRACK and TOC mutually agree.

B. Overnight Program

TRACK is encouraged to, and 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 consent of TOC, and purse monies paid there under shall not be deemed a part of the total stakes purses for a Race Meeting. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, or starting fee. The same scratch policy shall apply as in normal overnight races. TOC agrees initially to the Overnight Stakes Schedule included in Exhibit A.

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, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2024 Summer Meet.

Purses paid for overnight races during the 2024 Summer 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 written consent of TOC.

During the term of the Agreement, TRACK and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows (pending final TOC approval)

1. The minimum claiming price, other than maidens, will be $8,000.00;

2. The minimum purse, for all races other than maiden races, during the 2024 Summer Meet shall be $25,000;

3. The minimum claiming price for maidens will be $20,000.00 provided further that the minimum claiming price offered in Cal-Bred maiden races will be $40,000.00;

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4. The minimum purse for maiden races, during the 2024 Race Meet, shall be $27,000;

5. Purses for straight maiden races shall be a minimum of $75,000;

6. 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;

7. 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;

8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be $40,000.00;

9. Overnight purses shall not exceed Eighty Eight Thousand Dollars ($81,000.00) for each such race written, provided further that overnight stakes purses shall not exceed One Hundred Thousand Dollars ($100,000.00) for each such race written, excluding supplements from the Cal-Bred Race Fund or any other supplements;

10. Purses for all races run during the 2024 Summer 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.

11. 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.

12. 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

13. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least seven separate wagering interests in the race; and,

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14. TRACK agrees to use a "date system" that is mutually agreed to by TOC, TRACK and the other Southern California Thoroughbred racing associations.

C. California-Bred Incentive Program and Allowance Purse Increase

1. 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 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.

2. In the event overnight purses are increased in accordance with Article IV of this Agreement, retroactive increases shall be made in the Cal-Bred incentive and Allowance Purse increase programs described in this Article unless otherwise specifically agreed to by TRACK and TOC.

D. Other Conditions

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

1. TRACK will schedule only thoroughbred racing during its 2024 Summer Meet;

2. For each week of the Meet, Track shall use its best efforts to card a minimum of seven (7) races on weekdays and nine (9) races on Holidays, Saturdays and Sundays (the "Minimum Race Levels"). In the event that Track believes there are insufficient horses to fill the Minimum Race Levels or other reasons to reduce the Minimum Race Levels for any day, Track shall immediately notify the TOC of its concerns and the parties shall discuss in good faith what, if any, reduction in the Minimum Race Levels should be made for such day or to eliminate a race day. In no circumstance shall Track card less than the Minimum Race Level or eliminate a race day without the prior consultation with and consent of the TOC pursuant to this paragraph, which consent shall not be unreasonably withheld.

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3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2024 Summer 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;

4. The following are the workout criteria that will be in effect for the 2024 Summer Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2024 Summer 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. For races of six furlongs or greater, at least one 5/8th mile work will be required.

   (c) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; 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 run 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 (7) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2024 Summer Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Summer 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.

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6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary;

7. 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. 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.

9. 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, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. 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.

10. If and when allowed by government regulations, 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.

11. 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. The owner or owners of a horse competing in a stakes shall be the guest of the racetrack in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service; on that date the complimentary dining will be provided for a maximum of four (4) individuals per horse competing (restaurants and meals/drinks may be amended based on government regulations) ; further TRACK agrees to provide to the owner of a horse that starts in a Grade I, Grade II or GIII Stakes Race during the 2024 Summer Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said

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saddle towels will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers. 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.

12. TRACK agrees to provide to TOC free, front side office space, acceptable to TOC, during TRACK's 2024 Summer Meet; and,

13. 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.

14. TRACK 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 lines on both the dirt and turf tracks during the TRACK's 2024 Summer Meet.

15. 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 herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Meet. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a TRACK facility or competing in a race run at TRACK, who directly or indirectly participates in the transport of a horse from TRACK or other TRACK owned or operated facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at TRACK, or other off-track stabling facility over which TRACK exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from TRACK or other TRACK owned or operated facility where the ultimate intended result is the horse's slaughter.

17. TRACK AND TOC have mutually agreed to medication reforms which are specified in Exhibit G of this Agreement.

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IX.
UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2024 Summer Meet shall represent the standard or "norm" for the 2024 Summer Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" 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 purses generated for the 2024 Summer Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

TRACK agrees that, in preparing its Condition Book, only one distance shall be prescribed for each race. If, however, the race is subsequently taken at an alternate distance, then, and in that event, the distance prescribed in the Condition Book shall have preference if the race fills at the prescribed distance even if more entries are taken for the alternate distance than for the distance prescribed in the Condition Book.

TRACK agrees to submit to TOC at its principal office in Del Mar its camera-ready draft of the proposed first Condition Book at least forty-eight (48) 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.

TRACK further agrees to meet with TOC within five (5) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

TRACK agrees to use its best efforts to make its first Condition Book for the 2024 Summer Meet available to horsemen at least ten (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.

TRACK agrees that each Condition Book will provide for at least two weeks of racing, except for the last Condition Book. TRACK agrees that each Condition Book will include an index of races contained in said book.

X.
CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2024 Summer Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set

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forth in the First Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

XI.
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 Summer Meet, and provided such horses are stabled on the grounds of either Del Mar, 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 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 of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

If not run as originally scheduled, TRACK will use its best efforts to reschedule the race in question or a similar race as an "extra" race within the next three (3) racing days. TRACK will notify TOC of cancellation of such races, listing the names of the horses that did enter.

XII.
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 Summer 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 Summer 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 and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

A Cal-Bred overnight race shall not be opened up in the event there is a minimum of seven (7) betting interests entered as Cal-Bred horses provided that such horses are stabled on the grounds of Del Mar or another approved auxiliary offsite stabling facility in Southern California, provided further that when six (6) horses are entered in a Cal-Bred allowance or Cal-Bred overnight stakes race under six (6) separate wagering interests, such races shall be considered filled and shall run.

The provisions of Article XI relating to listing the names of the horses that did enter shall also apply.

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XIII.
STALL ASSIGNMENTS

TRACK shall during the 2024 Summer Meet provide a minimum of 1,900 stalls and horse pens in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason or 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 TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2024 Summer Meet. 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 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 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 there be availability TRACK may allocate space for up to ten (10) pens per trainer (pens will be owned and provided for by trainer). If TRACK determines 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.

TRACK agrees that it will provide the following: stalls available by July 14 (summer meet); main track available July 16 (summer meet); training track available July 15.

TRACK agrees that the main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2024 Summer Meet.

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XIV.
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.

XV.
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 in Post time following the opening of the 2024 Summer Meet must be submitted concurrently to CHRB and TOC.

XVI.
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.

XVII.
STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of its 2024 Summer Meet, notify the California Horse Racing Board and TOC which 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 and so long as each facility is recognized as an approved year-round 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. Unless otherwise agreed, said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

TRACK agrees to provide to TOC a monthly written report on the occupancy and/or availability of stalls both at TRACK and at auxiliary facilities for which TRACK is required to pay compensation pursuant to the California Horse Racing Law.

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XVIII.
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.

XIX.
ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC'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.

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.

XX.
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 and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, “official” credentials for the 2024 Summer Meet, including but not limited to, an “official” credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

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XXI.
TRAINING FACILITIES

At all times during the 2024 Summer Meet, TRACK will cause the main track to be open at 4:30A.M. and to remain open until 10:00 A.M. every day of the week. The first 10 minutes of training after the first two renovation breaks will be reserved for workers.

It is the intent of TRACK and TOC 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 TOC) and be available for training seven (7) days a week on each day horses are stabled at TRACK.

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.

TRACK agrees, while horses are stabled at TRACK during its 2024 Summer Meet, to have a manned, operating starting gate for training on the main track six (6) days per week.

XXII.
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 organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law.

TOC, on behalf of all owners participating in TRACK's 2024 Summer Meet, consents 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 Summer Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the

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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 (2) weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2024 Summer 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.

XXIII.
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, TRACK shall pay to purses or TOC the following:

> 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.

Notwithstanding the foregoing, the parties acknowledge and agree that sponsorship payments (i) from TVG to TRACK for the Pacific Classic and Del Mar Debutante for the years 2022-2024 and (ii) sponsorship payments for the Oceanside Stakes and Del Mar Derby in 2024 shall be excluded from this Section – as a result of other good and valuable consideration received by TOC pursuant to the agreement among TVG, TRACK and TOC dated December 30, 2020; and (ii) $100,000 from the sponsorship payment from CAESARS to TRACK for the Oceanside Stakes and Del Mar Derby in 2024 will be provided to TOC.

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XXIV.
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.*

XXV.
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 "C." TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

TRACK and TOC understand that TRACK may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to other interstate satellite locations. TRACK and TOC agree that this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said amendment 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 percentages the handle source. As a further condition of TOC's consent, TRACK must request each location that engages in ADW wagering to obtain from its tote vendor the breakdown by percentage of such locations' daily handle as between ADW wagers and other than ADW wagers. This information shall be provided to TRACK and TOC within 10 days following the commencement of TRACK's meet and the balance of such information within 10 days following the close of TRACK's meet.

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 believes that owners are not entitled to share net decoder revenues received 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

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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.

XXVI.
INTERSTATE SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-state locations. The Parties agree that any and all such imported simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, TRACK agrees to provide TOC immediately following consummation thereof contents of oral agreements and copies of 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*.

XXVII.
INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit "D." TOC consents to the simulcast of the races listed on Exhibit "D."

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

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

XXVIII.
INTERNATIONAL SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, TRACK agrees to provide immediately following consummation thereof contents of oral agreements and copies of written agreements with out-of-country locations from which 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.*

XXIX.
INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2022 Summer Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on

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Exhibit "E." TOC consents to the simulcast of the specified races for the purposes of intrastate advance deposit wagering 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 in the consent letters or otherwise required by law, TOC conditions its consent to the acceptance of advance deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACK during its 2024 Summer Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;

2. 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 TRACK during its 2024 Summer Meet, as negotiated and agreed to by both TRACK and TOC;

3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 - #6 below; otherwise, items #4 - #6 shall not apply.

4. 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;

5. 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,

6. Approved ADW providers agree that the audit and disclosure requirements referred to in sections XXIX (4) and (5) immediately above are as follows:

    A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

    B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors

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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 a provider 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) The provider shall provide true, complete, and correct industry standard TRA Settlement and TAW data files, pertaining to all wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS on a daily basis by 8:00 a.m. Pacific Time following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California

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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,

(v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

(vi) Provider shall each remit to CHRIMS a monthly data fee of $2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XXX.
DAILY FANTASY SPORTS

TOC contends that Daily Fantasy Sports is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track and TOC agree that 50% of any revenues generated from Daily Fantasy Sports Contests will be distributed to the purse account.

XXXI.
FIRE AND DISASTER INSURANCE

The fire and disaster insurance policy is attached as Exhibit F. TRACK shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit F shall be credited as an offset to the liability of TRACK, if any. TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit F terminate during the Term. Additionally, if no policy is attached as Exhibit F upon execution of this Agreement, TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

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.

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XXXII.
TOC COVENANTS

During the term of this Agreement and as long thereafter as TRACK is not in violation of the terms of this Agreement or of applicable law, 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

XXXIII.
TRACK COVENANTS

During the term of this Agreement and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2024 Summer 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.

XXXIV.
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 plane through maintenance of high standard of fairness and honesty.

TRACK will notify and consult the TOC, and, whenever reasonable and possible, obtain the consent and approval of the TOC, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to TOC 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 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.

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XXXV.
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 cost of suit, including a reasonable attorney's fee.

XXXVI.
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.

XXXVII.
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 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 XXXI herein.

XXXVIII.
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. Thomas S. Robbins
Executive Vice President, Racing
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, CA 92014 -0700

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

XXXIX.
SUCCESSORS AND ASSIGNS

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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).

XL.
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.

XLI.
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.

XLII.
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.

DEL MAR THOROUGHBRED CLUB

DocuSigned by:
Josh Rubinstein
03A7459DCBE14DC...

5/15/2024
Dated:

Mr. Josh Rubinstein
President & COO

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

DocuSigned by:
William A. Nader
29CE9094162E418...

5/15/2024
Dated:

William A. Nader
President & CEO

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EXHIBIT A
2024 DEL MAR SUMMER STAKES SCHEDULE*

2024 Del Mar Stakes Schedule

CLOSING	RUNNING	#		EVENT	DISTANCE	VALUE	
Thu. Jul 11	Sat. Jul 20	1		CAESARS SPORTSBOOK OCEANSIDE STAKES	Three-year-olds, N/W S/S of $50,000 at 1 M o/o in 2024	1 Mile (T)	$ 100,000 G
Thu. Jul 11	Sat. Jul 20	2		SAN CLEMENTE HANDICAP (Gr. II)	Fillies, Three-year-olds	1 Mile (T)	$ 200,000 G
Thu. Jul 11	Sun. Jul 21	*		Osunitas Stakes	Fillies & Mares, Three-year-olds & up, N/W S/S $50,000 at 1 M o/o since October 1	1 Mile (T)	$ 100,000 G
Thu. Jul 11	Sun. Jul 21	*		Wickerr Stakes	Three-year-olds & up, N/W S/S of $50,000 at 1 M o/o since October 1	1 Mile (T)	$ 100,000 G
Thu. Jul 18	Thu. Jul 25	3		COUGAR II STAKES (Gr. III)	Three-year-olds & up	1 1/2 Miles	$ 100,000 G
Thu. Jul 18	Fri. Jul 26	4		FLEET TREAT STAKES	Fillies, Three-year-olds, Cal-Bred	7 Furlongs	$ 150,000 G
Thu. Jul 18	Sat. Jul 27	5		BING CROSBY STAKES (Gr. I)	Three-year-olds & up	6 Furlongs	$ 400,000 G
Thu. Jul 18	Sat. Jul 27	6	DIRT DOZEN	SAN DIEGO HANDICAP (Gr. II)	Three-year-olds & up	1 1/16 Miles	$ 300,000 G
Thu. Jul 18	Sat. Jul 27	*		Daisycutter Handicap	Fillies & Mares, Three-year-olds & up	5 Furlongs (T)	$ 100,000 G
Thu. Jul 18	Sun. Jul 28	7		EDDIE READ STAKES (Gr. II)	Three-year-olds & up	1 1/8 Miles (T)	$ 250,000 G
Thu. Jul 25	Fri. Aug 02	8		REAL GOOD DEAL STAKES	Three-year-olds, Cal-Bred	7 Furlongs	$ 150,000 G
Thu. Jul 25	Sat. Aug 03	9		CLEMENT L. HIRSCH STAKES (Gr. I)	Fillies & Mares, Three-year-olds & up	1 1/16 Miles	$ 400,000 G
Thu. Jul 25	Sat. Aug 03	10		CALIFORNIA DREAMIN' STAKES	Three-year-olds & up, Cal-Bred	1 1/16 Miles (T)	$ 150,000 G
Thu. Jul 25	Sun. Aug 04	11		LA JOLLA HANDICAP	Three-year-olds	1 1/16 Miles (T)	$ 100,000 G
Thu. Jul 25	Sun. Aug 04	12		CTBA STAKES	Fillies, Two-year-olds, Cal-Bred	5 1/2 Furlongs	$ 100,000 G
Thu. Aug 01	Fri. Aug 09	13		GRADUATION STAKES	Two-year-olds, Cal-Bred	5 1/2 Furlongs	$ 100,000 G
Thu. Aug 01	Sat. Aug 10	14		YELLOW RIBBON HANDICAP (Gr. II)	Fillies & Mares, Three-year-olds & up	1 1/16 Miles (T)	$ 200,000 G
Thu. Aug 01	Sat. Aug 10	15		SORRENTO STAKES (GR. III)	Fillies, Two-year-olds	6 Furlongs	$ 150,000 G
Thu. Aug 01	Sun. Aug 11	16		BEST PAL STAKES (Gr. III)	Two-year-olds	6 Furlongs	$ 150,000 G
Thu. Aug 08	Fri. Aug 16	*		CTT & TOC Stakes	Fillies & Mares, Three-year-olds & up	1 3/8 Miles (T)	$ 100,000 G
Thu. Aug 08	Sat. Aug 17	17		DEL MAR OAKS (Gr. I) Presented by Keeneland Sales	Fillies, Three-year-olds	1 1/8 Miles (T)	$ 300,000 G
Thu. Aug 08	Sun. Aug 18	18		SOLANA BEACH STAKES	Fillies & Mares, Three-year-olds & up, Cal-Bred	1 Mile (T)	$ 150,000 G
Thu. Aug 15	Sat. Aug 24	19		PAT O'BRIEN STAKES (Gr. II)	Three-year-olds & up	7 Furlongs	$ 250,000 G
Thu. Aug 15	Sun. Aug 25	20	DIRT DOZEN	RANCHO BERNARDO HANDICAP (Gr. III)	Fillies & Mares, Three-year-olds & up	6 1/2 Furlongs	$ 100,000 G
Thu. Aug 22	Sat. Aug 31	21		FANDUEL RACING PACIFIC CLASSIC (Gr. I)	Three-year-olds & up	1 1/4 Miles	$ 1,000,000 G
Thu. Aug 22	Sat. Aug 31	22		DEL MAR HANDICAP (Gr. II) Presented by Japan Racing Association	Three-year-olds & up	1 3/8 Miles (T)	$ 300,000 G
Thu. Aug 22	Sat. Aug 31	23		DEL MAR MILE (Gr. II)	Three-year-olds & up	1 Mile (T)	$ 300,000 G
Thu. Aug 22	Sat. Aug 31	24		GREEN FLASH HANDICAP (Gr. III)	Three-year-olds & up	5 Furlongs (T)	$ 150,000 G
Thu. Aug 22	Sat. Aug 31	25		TORREY PINES STAKES (Gr. III)	Fillies, Three-year-olds	1 Mile	$ 150,000 G
Thu. Aug 22	Sun. Sep 01	26		CAESARS SPORTSBOOK DEL MAR DERBY (Gr. II)	Three-year-olds	1 1/8 Miles (T)	$ 300,000 G
Thu. Aug 22	Sun. Sep 01	27		SHARED BELIEF STAKES	Three-year-olds	1 Mile	$ 125,000 G
Thu. Aug 22	Mon. Sep 02	28		GENEROUS PORTION STAKES	Fillies, Two-year-olds, Cal-Bred	6 Furlongs	$ 100,000 G
Thu. Aug 22	Mon. Sep 02	*		Tranquility Lake Stakes	Fillies & Mares, Three-year-olds & up, N/W S/S $50,000 at 1 M o/o since February 1	1 Mile	$ 100,000 G
Thu. Aug 29	Fri. Sep 06	29		I'M SMOKIN STAKES	Two-year-olds, Cal-Bred	6 Furlongs	$ 100,000 G
Fri. Jun 21	Sat. Sep 07	30		FANDUEL RACING DEL MAR DEBUTANTE (Gr. I)	Fillies, Two-year-olds	7 Furlongs	$ 300,000 G
Thu. Aug 29	Sat. Sep 07	31		JOHN C. MABEE STAKES (Gr. II)	Fillies & Mares, Three-year-olds & up	1 1/8 Miles (T)	$ 250,000 G
Thu. Aug 29	Sat. Sep 07	32		DEL MAR JUVENILE FILLIES TURF	Fillies, Two-year-olds	1 Mile (T)	$ 100,000 G
Fri. Jun 21	Sun. Sep 08	33	DIRT DOZEN	DEL MAR FUTURITY (Gr. I)	Two-year-olds	7 Furlongs	$ 300,000 G
Thu. Aug 29	Sun. Sep 08	34		DEL MAR JUVENILE TURF (Gr. III)	Two-year-olds	1 Mile (T)	$ 100,000 G

indicates Breeders' Cup "Win and You're In" series race
DIRT DOZEN indicates Breeders' Cup Dirt Dozen program race
* indicates Overnight Stake

2023 DMTC SUMMER STAKES SCHEDULE
4/23/24 Pending TOC Approval

DAVID JERKENS - RACING SECRETARY - 858.792.4230

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EXHIBIT B
2024 DEL MAR SUMMER OVERNIGHT PURSE SCHEDULE*

	2023 Overnight Purse Schedule		2024 PROJECTED Overnight Purse Schedule		S & W Bonus Turf 40%	Total Purse W/Ship & Win	S & W Bonus Dirt 40%	Total Purse W/Ship & Win
	SHORT/LONG	TOC/CTBA $	SHORT/LONG	TOC/CTBA $				
O/STK	$100,000	30,000	$100,000	30,000				
$ALW	**$88,000**	26,400	$81,000	24,300	$32,400	$113,400	$32,400	$113,400
2X	$84,000	25,200	$78,000	23,400	$31,200	$109,200	$31,200	$109,200
1X	**$83,000**	24,900	$76,000	22,800	$30,400	$106,400	$30,400	$106,400
STA $50,000 < NW 2	$43,000	5,160	$40,000	4,800	$16,000	$56,000	$16,000	$56,000
$50,000	$62,000	7,440	$57,000	6,840	$22,800	$79,800	$22,800	$79,800
S/OC $50,000 NW2	$50,000	6,000	$46,000	5,520	$18,400	$64,400	$18,400	$64,400
$40,000	$53,000	6,360	$49,000	5,880	$19,600	$68,600	$19,600	$68,600
$32,000	$51,000		$47,000		$18,800	$65,800	$18,800	$65,800
$32,000 NW/Year	$44,000		$40,000		$16,000	$56,000	$16,000	$56,000
$25,000	$44,000		$40,000		$16,000	$56,000	$16,000	$56,000
$25,000 NW2	$32,000		$29,000		$11,600	$40,600	$11,600	$40,600
$20,000	$37,000		$34,000		$13,600	$47,600	$13,600	$47,600
STR/16,/Year	$36,000		$33,000		$13,200	$46,200	$13,200	$46,200
$16,000	$34,000		$31,000		$12,400	$43,400	$12,400	$43,400
$20,000 NW3	$32,000		$29,000		$11,600	$40,600	$11,600	$40,600
$16,000 NW2	$30,000		$27,000		$10,800	$37,800	$10,800	$37,800
$12,500	$32,000		$29,000		$11,600	$40,600	$11,600	$40,600
$10,000	$30,000		$27,000		$10,800	$37,800	$10,800	$37,800
$8,000	$25,000		$23,000		$9,200	$32,200	$9,200	$32,200
MSW	**$82,000**	24,600	$75,000	22,500	$30,000	$105,000	$30,000	$105,000
MDN/$150,000	$57,000		$53,000		$21,200	$74,200	$21,200	$74,200
MDN/$80,000	$50,000		$45,000		$18,000	$63,000	$18,000	$63,000
MDN/$62,500	$46,000		$42,000		$16,800	$58,800	$16,800	$58,800
MDN/$50,000	$42,000		$39,000		$15,600	$54,600	$15,600	$54,600
MDN/$40,000	$36,000		$33,000		$13,200	$46,200	$13,200	$46,200
MDN/$32,000	$32,000		$29,000		$11,600	$40,600	$11,600	$40,600
MDN/$20,000	$30,000		$27,000		$10,800	$37,800	$10,800	$37,800

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EXHIBIT C
INTERSTATE SIMULCAST AGREEMENTS

To be provided

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EXHIBIT D
INTERNATIONAL SIMULCAST AGREEMENTS

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EXHIBIT E
APPROVED ADW PROVIDERS

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EXHIBIT F
FIRE AND DISASTER INSURANCE

Attached hereto.

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EXHIBIT G
MEDICATION REFORMS

Attached hereto.

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EXHIBIT H
Purse Schedule

Exhibit H
Del Mar Thoroughbred Club
Summary of 2023 Actual and Projected 2024 Summer Purses and Under/(Overpayment)
4/18/2024

Purse Generation	2023 Actual	2024 Projection	24 vs 23 Generation
Live			
On-track	3,713,135	3,706,689	(6,446)
ITW	1,414,386	1,378,104	(36,282)
Cal ADW	2,330,488	2,189,465	(141,023)
Brick & Mortar OOS	7,007,316	7,525,981	518,665
ADW OOS	3,027,098	2,736,985	(290,113)
Total Live	17,492,422	17,537,223	44,801
Import			
On-track	170,144	170,818	674
ITW	1,369,619	1,348,523	(21,096)
Cal ADW	1,345,652	1,236,112	(109,539)
Total Import	2,885,415	2,755,454	(129,961)
North			
On-track	29,101	26,562	(2,538)
ITW	208,834	179,407	(29,427)
Cal ADW	103,606	76,910	(26,696)
Total North	341,540	282,879	(58,661)
Separate Pool/Proxy	230,009	231,500	1,491
Excess SCOT Expense Fund	779,246	706,814	(72,432)
ADW Special Funding & Sponsorships	190,000	390,000	200,000
AB 480	530,296	463,707	(66,589)
Prior Year CHRB Surplus/(shortfall)	(30,982)	(71,243)	(40,261)
PY Outs	173,224	175,000	1,776
Ship & Win	(890,627)	(765,000)	125,627
Other:MSCB Bonus, Excess Co Op, ADW rebate	(50,255)	(77,844)	(27,589)
Total other	930,910	1,052,934	122,024
Total Generation	21,650,288	21,628,490	(21,798)
TOC/CTT/Backstretch pension/NTRA	506,312	463,893	(42,418)
Net purses due	**21,143,976**	**21,164,597**	**20,621**
Purses			
Overnights	15,708,100	14,808,000	(900,100)
Starter fees	557,000	525,600	(31,400)
TOC Cal Bred Bonus	130,344	130,000	(344)
Stakes	6,215,100	5,765,000	(450,100)
Total purse paid	**22,610,544**	**21,228,600**	**(1,381,944)**
Summer Under/(Overpayment)	**(1,466,568)**	**(64,003)**	**1,402,565**

	2023 Under/(over)	Proj'd 2024 Under/(over)
Underpayment/Overpayment) Beginning of year	1,855,373	(213,651)
Summer underpay/overpayment)	(1,466,568)	(64,003)
Fall under/(overpayment)	(602,455)	125,000
End of year underpayment/(overpayment)	(213,651)	(152,654)

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Race Meet Agreement

Summer 2024 and Fall 2024

Between

Del Mar Thoroughbred Club

And

California Thoroughbred Trainers

July 10, 2024 - September 10, 2024

October 30, 2024 - December 3, 2024

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2024 Summer and Fall Race Meet Agreement
Del Mar Thoroughbred Club & California Thoroughbred Trainers

This Agreement is entered into by and between Del Mar Thoroughbred Club ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") for the purposes of the 2024 Summer Race Meet and the 2024 Fall Race Meet at Track and becomes effective on July 10, 2024.

RECITALS

A. 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.

B. California *Business and Professions Code* §19613.1 (b) states the trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and the California Horse Racing Board ("CHRB") 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.

D. Track and CTI, 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, and 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

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Track and CTT (each a "Party", and collectively, the "Parties") hereby agree as follows:

1. Term.eExcept as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing July 10, 2024 through September 10, 2024 (the "Summer Term") and October 30, 2024 through December 3, 2024 (the "Fall Term") (the Summer Term and the Fall Term may be collectively referred to herein as the "Term").

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2. Intentionally Omitted.

3. CTI Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) 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-half percent (1/2%) 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 CTI, 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 Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

b. The sums payable pursuant to this Section 3 shall be paid on Wednesday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet which takes place during the Term. 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.

c. 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 3. 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.

4. Intentionally Omitted.

5. Stall Applications. 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. The Stall Application Agreement used by Track is attached hereto as Exhibit A which is hereby incorporated into and made part of this Agreement. The Stall Application Agreement will be incorporated into and made part of the Stall Application. The acknowledgments and agreement included on the Stall Application which the trainer will initial or sign, as applicable, is attached hereto as Exhibit B which is hereby incorporated into and made part of this Agreement.

6. Stall Assignments.

a. Track shall make available at Track and approved auxiliary training facilities during each individual race meet which occurs during the Term, a minimum of 3,200 stalls in good condition for stabling.

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b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to tffose 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTI agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

c. 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 each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet. 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 in the CTI.

d. Track shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed fmty (40) stalls 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. To the extent that Track allocates more than forty (40) stalls to any one trainer based on the foregoing, Track agrees to immediately notify CTT of the actual number of stalls that have been allocated to such trainer.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training prior to each individual race meet during the Term at no charge to horsemen in accordance with the 2023 Southern California Stabling and Vanning Agreement which was entered into by and between TOC and Track, among other parties ("Stabling Agreement"). Track agrees that the training track will be open, available and in condition for

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training prior to the Summer Term only at no charge to horsemen in accordance with the Stabling Agreement.

f. Track agrees that the main track will be open, available and in condition for training at no charge to horsemen following the conclusion of each individual race meet during the Term in accordance with the Stabling Agreement. Track agrees that the training track will be open, available and in condition for training only in conjunction with the Summer Term.

7. House Rules. Track has established, and may in the future establish, rules, regulations, and security procedures. Track shall consult with the CTT prior to Track adopting new rules, regulations, and security procedures, and shall reasonably consider any objections expressed by the CIT. Notwithstanding the consultation and consideration of any objections provided for in the previous sentence, Track shall be permitted, in its discretion, to adopt any such new rules, regulations, and security procedures. Any rules, regulations, or procedures so enacted shall be in addition to, and shall not supplant or conflict with, the rules and regulations of the CHRB or applicable California law, or the Horseracing Integrity and Safety Act of 2020.

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

i. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, as set forth in Section 6(c) shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

A. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

B. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

C. Trainer does not have the fitness or competence to train thoroughbred racehorses;

D. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

E. Trainer has committed serious, or repeated material meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols,

rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of2020;

F. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

G. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

ii. Legal Standard.eTrack's decision must (A) be made in good faith; (B) supported by a fair or substantial reason; and (C) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

b. Process.dIf Track is considering taking Adverse Action against a trainer, Track shall follow the process set forth on Exhibit C which is attached to this Agreement and is hereby incorporated into and made part of this Agreement.

c. Arbitration.eAt the commencement of the Term, Track and CTI shall create a pre-approved list of four (4) Arbitrators to be used in Short-Term Exclusion Arbitration as set forth in Section 25(d)(iv)(B) of Exhibit A. The list of Arbitrators will be determined based on a striking and ranking process as follows:

i. Track and CTI will simultaneously exchange a list of five (5) proposed Arbitrators, for a total of ten (10).

ii. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

iii. A group of four (4) Arbitrator will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

9. Holding (Transit) Barn.eTrack agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run during the Term.

10. First Post Time.eAll Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any

changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

11. 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 CHRB; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities.

a. Track shall at least sixty (60) days prior to each individual race meet which takes place during the Term, notify the CHRB and CTI 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.

b. 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 in_dividual race meets which occurs during the Term. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

c. CTT and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided for under applicable law.

d. 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.

e. Track agrees to provide to CIT a monthly report on the occupancy and/or availability of stalls both at Track and San Luis Rey Downs during each individual race meet which occurs during the Term.

13. 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.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT's interest in assuring that horsemen will during

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the Term 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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. 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; provided, however, that such machines are fully insured and meet all applicable safety standards.

15. Credentials.

a. 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 during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Club House, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Summer Term which Track is scheduled to be open for training, Track will cause the main track to be open at 4:30 a.m. (roof lights when necessary) and to remain open for training until 10:00 a.m. every day of the week. The Track will be available for training seven (7) days a week. At all times during the Fall Term which Track is scheduled to be open for training, Track will cause the main track to be open at 5:30 a.m. (roof lights when necessary) and to remain open for training until 9:30 a.m. every day of the week. The Track will be available for training seven (7) days a week.

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b. It is the intent of Track and CTT that the main track will be maintained by Track in a 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.

c. Notwithstanding subsections (a) and (b) above, upon seven (7) days' notice to CTI, Track may, in order to accommodate construction or other projects or activities: (i) cancel training for the day or (ii) limit the hours of training on such day.

d. 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 Term. On all days in which horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the main track, turf course or training track, or the entrance area to or from the main track, turf course or training track, 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.

e. Track agrees, while horses are stabled at Track during the Summer Term to have a manned, operating starting gate for training on the main track six (6) days per week. Track agrees, while horses are stabled at Track during the Fall Term to have a manned, operating starting gate for training onthe main track four (4) days per week.

f. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track, training track and turf course during the Term and while the main track, training track and turf course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, training track and turf course, surrounding roads, and the barn area in good and safe condition.

g. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially 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.

h. 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; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

i. Track shall maintain stabling and keep all stalls in good repair. Stalls shall

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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.

j. 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 CIT, immediately upon receipt thereof, any governmental notice relating to any i sue 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.

17. Track Safety.

a. 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 the Term, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track, training track and turf course surfaces, including, without limitation, to the extent they exist material laboratory analyses, consultant analyses, daily maintenance protocols and rep011s, 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 CHRB, Breeders' Cup or other entity, so long as such testing reports, data, or recommendations are in Track's possession, custody, or control. Track and CIT 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 CHRB, 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.

b. Track will make available all horse ambulance reports to CIT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. 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 CIT, 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, turf course or training track must be licensed by the CHRB before said indivictual enters the main track, turf course or training track. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Del Mar

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Thoroughbred Club and the 22nd District Agricultural Association and their 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, turf course or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

a. 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.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the CTI which are stabled or located at Santa Anita Park, Golden Gate Fields, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Training Center, and such policy has a yearly premium of $100,000 or less, 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

20. CTT Covenants. During the Term, 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 meet which occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

21. Track Covenants. During the Term, and as long as CTI is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTI as the official organization representing the trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive

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representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

a. 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 off airness, inclusion, communication, and honesty.

b. 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.

c. 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 regard 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. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a trainer.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

23. Default.eThe 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.

24. Inconsistent Language.eWhen the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in this Agreement, the language in this Agreement shall control. •

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25. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email.

If to Track:	Josh Rubinstein Del Mar Thoroughbred Club 2260 Jimmy Durante Blvd. Del Mar, CA 92014 josh@dmtc.com
With a copy to:	Chris Jaczko Procopio, LLP 12544 High Bluff Drive, #400 San Diego, CA 92130 chris.jaczko@procopio.com
Ifto CTT:	Alan F. Balch Executive Director California Thoroughbred Trainers P.O. Box 660039 Arcadia, CA 91006-0039 afbalch@gmail.com

26. Additional Terms.

a. Modifications. This Agreement constitutes the entire agreement b tween 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.

b. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns.

c. 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.

d. Waiver: Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the other 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, in any other agreement between the Parties, or otherwise.

e. 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 and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or DocuSign (or other similar service), and the signatures thereon, shall be deemed valid executed originals of this Agreement.

f. 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.

g. 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 shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

h. No Third-Party Beneficiaries, Reliance, or Enforcement. 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 or CTT. Except for Track and CTT, no party 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. Subject to and without in any way limiting the foregoing, a trainer duly licensed by the California Horse Racing Board who is subject to an Adverse Action (as defined in Section 8 hereof) shall be entitled to pursue the process set forth in Exhibit C of this Agreement provided that such trainer has fully executed and delivered to Track the Track's Stall Application in the form as shown in Exhibit B hereto prior to any such Adverse Action having been taken. In order to avoid any doubt, allowing a third party to bring its own breach of contract action against a contracting party, or to rely upon any of the provisions of this Agreement, other than to enforce an indemnification provision set forth in this Agreement or as set forth in the preceding sentence would be inconsistent with the objectives of the contract and the reasonable expectations of the contracting parties.

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The Parties have executed this Agreement effective as of July 10, 2024.

Del Mar Thoroughbred Club

By: _____

Name: Tom Robbins

Title: Executive Vice President, Racing

Date: 4/10/2024

California Thoroughbred Trainers, Inc.

By: _____

Name: Alan F. Balch

Title: Executive Director

Date: April 9, 2024

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Exhibit A

Del Mar Thoroughbred Club
Terms and Conditions of Stabling and Racing ("Agreement")

PLEASE NOTE: This Agreement. as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury and a release of liability provision (Section 15) and (2) an individual (with waiver of class action) arbitration agreement provision (Section 25). **PLEASE READ THE ENTIRETY OF SECTIONS 15 AND 25 CAREFULLY AS THESE SECTIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

PLEASE NOTE: IF AWARDED STALLS. SUCHAWARD ISA REVOCABLE LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Del Mar Thoroughbred Club ("DMTC") to race and stable horses at Del Mar during the 2023 Summer or Fall Race Meet, as applicable (each, individually referred to as the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. DMTC reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Action"); provided, however, DMTC shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify DMTC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Del Mar and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

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5. Trainer agrees to vacate any stalls assigned at Del Mar, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Del Mar, or any approved auxiliary training facility, within three (3) days after being requested by DMTC to do so; provided, however, that DMTC's decision to exercise its rights under this Section shall be made in accordance with Exclusion Standard.

6. Trainer represents that Trainer has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board ("CHRB"), all conditions applicable to the Race Meet, and the rules of DMTC which shall be published from time to time in the condition book(s), and Trainer agrees to be bound by and comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the CHRB and DMTC.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all matters where Trainer is acting as an agent for such horse owners. All references herein to Trainer or to Trainer's horses, equipment, agents, or employees shall include said owners and their horses, equipment, agents, and employees when applicable.

8. Trainer shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to DMTC within five (5) days of any change to the list. Trainer shall also submit a copy to the CHRB if required by CHRB rule.

9. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any CHRB rules, shall be decided by the Board of Stewards of the Race Meet or the CHRB. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.

10. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, or at other times when the conditions for the race specifically so state.

11. DMTC reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. DMTC reserves the right to divide the added money for any stake which is run in more than one division.

12. Horses claimed by, transferred to, or sold to, any person or stable which is not registered, and approved, for racing at Del Mar must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved in writing by DMTC, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will DMTC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Del Mar while in assigned stalls, on any racing surface, or elsewhere on the premises.** Trainer

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assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Del Mar, and agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision for such animals while on the premises, hi1ing competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by DMTC, promptly calling to the attention of DMTC in writing, any such hazardous condition.

14. Trainer agrees to properly supervise all of their employees, agents, invitees, and other persons known to them to be in the area assigned to them pursuant to the Stall Application, and hereby acknowledges that Trainer is responsible for the conduct of their employees, agents, and invitees. DMTC has no obligation to remedy any condition on the premises which may be caused by the negligence of, or willful conduct of, any such employees, agents, or invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Trainer agrees to be responsible and pay DMTC for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. DMTC shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Trainer or Trainer's employee or agent shall notify DMTC if the smoke detector's battery is low and needs to be replaced. DMTC shall be responsible for making all necessary repairs or replacements to said smoke detectors. DMTC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk and Release of Liability.**

PLEASE READ SECTION 15 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Trainer acknowledges that participating in Thoroughbred horseracing and training and caring for and working with horses are inherently dangerous activities and knowingly, voluntarily, and expressly assumes all risks and dangers, known and unknown, associated with the foregoing. Trainer releases, waives, and covenants not to sue DMTC with respect to any and all claims, liabilities, losses, damages, or demands, known or unknown, that may arise in connection with, or relate in any way to, any such equine activity (collectively "Loss") to: (i) any horse owned, trained, or under the care of Trainer, Trainer's employees, or agents, while such horse is on the premises of Del Mar; (ii) Trainer or Trainer's employees, agents, or invitees while such person is on the premises of Del Mar; or (iii) which arose, directly or indirectly from training and racing activities while on the premises of Del Mar, whether caused by the negligence (in any form other than gross negligence) of DMTC or otherwise. The foregoing release of liability and covenant not to sue shall not apply if the Loss is caused by DMTC's gross negligence or willful misconduct.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Del Mar to either a slaughterhouse or an auction house engaged in selling horses for slaughter.**

17. Trainer acknowledges that stalls occupied by horses shall not be padlocked at any time and agrees to act in conformity with this requirement. Additionally, Trainer acknowledges that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. DMTC 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. DMTC agrees to notify Trainer within 24 hours of any such entries.

19. . In submitting this Stall Application for stalls or to otherwise participate in the Race Meet, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

20. **Trainer acknowledges that Trainer's stable personnel are employees of Trainer, and that no employment relationship exists between such stable personnel and DMTC.** Trainer agrees that Trainer's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Trainer's sole cost and expense--since the employees are employees of Trainer and not DMTC. Additionally, Trainer shall be responsible for complying with all OSHA regulations as they may pertain to Trainer's employees. Without limiting the generality of the preceding set forth in this Section, Trainer shall be responsible, at its sole cost and expense, for complying with all laws applicable to Trainer as the employer of Trainer's employees.

21. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the premises of Del Mar unless written consent is first obtained from DMTC, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of DMTC, the seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers, the sale will not lead to the horse subsequently being sent to a slaughter house or an auction house engaged in selling horses for slaughter, and the auction does not interfere with the orderly course of racing, training, or the business of DMTC.

22. DMTC shall provide to Trainer a copy of its Emergency Action Plan.

23. If horses accepted for racing at the Race Meet are assigned to another facility (other than Del Mar), then the provisions of this Agreement shall also apply to such other facility. However, Trainer shall be responsible for receiving the emergency action plan (or similar document)-if such other facility has an emergency action plan-applicable to that other facility from such other facility. Additionally, Trainer shall be required to comply with any other rules and conditions that such facility may have.

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24. Exclusion Standard.

a. Bases for Exclusion. DMTC's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, DMTC may make an Adverse Action so long as DMTC reasonably believes that:

i. A horse under Trainer's care tested positive for a **CHRB** defined Class 1 through Class 3 drug substance;

ii. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

iii. Trainer does not have the fitness or competence to train thoroughbred racehorses;

iv. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

v. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of DMTC protocols, rules, or regulations, provided such DMTC protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

vi. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or DMTC in a negative light; or

vii. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racmg.

b. Legal Standard. DMTC's decision must: (i) be made in good faith; (ii) be suppo11ed by a fair or substantial reason; and (iii) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

25. **Arbitration Agreement & Class Action Waiver.**

PLEASE READ SECTION 25 CAREFULLYAS IT AFFECTS YOUR LEGALRIGHTS.

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AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and DMTC are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and DMTC agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions ("Arbitration Agreement").

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND DMTC AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the Trainer's submission of the Stall Application, (ii) any and all decisions made by DMTC regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between DMTC and Trainer, (vii) any claim by either DMTC or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), **through binding individual arbitration** (the "Arbitration"), **l!!!i£!! precludes Trainer or DMTC, from bringing any class, collective, or representative action against DMTC ·or multiple trainers, as applicable.**

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 25(d)(iv):

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in San Diego County by a single retired Federal or State Judge in the State of California. The same Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator (See Rule 15 of the JAMS Rules).

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures (the "JAMS Rules") in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by DMTC, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then DMTC shall pay such fees in their entirety, and any amount of Arbitration fees that DMTC paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

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iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24 of the JAMS Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the JAMS Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or DMTC shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the JAMS rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

vm. Order of Precedence. This Arbitration Agreement shall take precedence over the JAMS Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by DMTC regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv)

Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'ShortTerm Exclusion" and a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Del Mar for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A "Non-Short-Term Exclusion" is an exclusion from participating in racing in training at Del Mar which does not qualify as a "Short-Term Exclusion."

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. Burden of Proof. DMTC shall have the initial burden to establish that (A) it had a reasonable belief that one or more specified grounds existed, (B) it acted in good faith, (C) it acted on the basis of a fair and substantial reason, (D) it did not discriminate, and (E) the Adverse Action was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 25(b)(vi) above.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in DMTC's Trainer Exclusion/Suspension Process, a copy of which is available in the DMTC's racing office.

m. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

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iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Action results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in superior court.

B. Selection of Arbitrator. Trainer shall notify DMTC in writing that it wishes to formally challenge DMTC's Adverse Action. Within two (2) business days of DMTC's receipt of Trainer's notification, DMTC and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a preapproved list of four (4) Arbitrators which had been previously selected by **DMTC** and the CTT.

C. Exchange of Documents; Discovery. DMTC and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in with the Exclusion Standard set forth in Section 24 above. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that DMTC's Adverse Decision was not made in accordance with California law, the Arbitrator may order DMTC to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

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H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by DMTC, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then DMTC shall pay such fees in their entirety, and any amount of Arbitration fees that DMTC paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor DMTC will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding.** The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

26. **Water Usage Warning.** DMTC is working to reduce water usage. All Trainers and their employees are required to minimize water usage. Routine inspections may be made to determine if there is excessive use, such as unattended flowing hoses and similar practices.

27. Additional Terms.

a. Governing 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 and any applicable federal law 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. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based

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on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in San Diego County, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

c. Waiver; Remedies. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver by one party of a breach by the other 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, in any other agreement between the parties, or otherwise.

d. No Third-Party Beneficiary. Reliance. or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC or Trainer. Except for DMTC and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 25 of this Agreement shall survive the termination of this Agreement.

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Del Mar Terms and Conditions of Stabling and Racing (the "Agreement") are available at Del Mar's racing office and available for download at *www.dmtc.com.* _____ Initial

2. I acknowledge that I have received and fully read the Agreement. _____ Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____ Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____ Initial

5. I **understand and acknowledge that that the Agreement contains an assumption of risk provision and a release of liability provision.** _____ Initial

6. I **understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver.** I **understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate,** I **and Del Mar Thoroughbred Club are giving up our rights to sue in court and to have any potential dispute heard by a jury.** I **understand and agree that a single arbitrator will resolve the dispute.** ___ Initial

7. I **acknowledge that** I **am not entering into a lease of space agreement but rather, if granted stalls,** I **will be receiving a revocable license which is subject to the terms and conditions of the Agreement.** ___ Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Del Mar Thoroughbred Club, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application-and ifl submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall

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Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____
Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on the Stall Application.

_____

Signature Print Name Date

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ExhibitC

Trainer Exclusion/Suspension Process

The following process will be utilized by Track if Track is considering taking action, up to and including excluding Trainer from racing or training activities at Del Mar or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

a. Track will send the Trainer a letter (the "Letter") notifying the Trainer that Track is contemplating taking action against the Trainer. The Letter will state why Track is considering taking action against the Trainer and invite the Trainer (with a proposed time and date) to meet with Track to respond to the stated reasons for the potential action to be taken against Trainer (the "Meeting").

b. The Letter will also inform the Trainer that until a determination on whether to exclude the trainer has been made, the Trainer will not be permitted to enter any horses to race and shall not be permitted to "work" his or her horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control; the Trainer's horses may only gallop at such locations *(see* Section 7(b)). "Work" shall mean a horse engaging in exercise session near full speed, close to full speed, or at full speed, whether timed or untimed.

c. Track shall schedule the Meeting within five (5) days after the date of the Letter. However, at any time prior to the commencement of Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted, and the exclusion will not go into effect during that period; provided, however, that the Trainer may not race or "work" horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control (the horses may only gallop at such locations), as set forth in Section l(b)

2. The Meeting.

a. The CTT will be invited to the Meeting.

b. At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting evidence and may bring witnesses to testify in the Trainer's defense. Track will place no limit on the amount of evidence or number of witnesses the Trainer can present at the Meeting (provided that the presentation is addressing that reasons stated in the Letter).

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3. Decision After the Meeting.

a. After hearing the Trainer's defense(s) at the Meeting, Track will make its decision as to whether it will take action against the Trainer. Since the decision to take action against a Trainer is not one that Track takes lightly, Track will make its decision promptly.

b. Track will notify the Trainer of its decision in writing. The decision letter will include the length of the exclusion/suspension, which may be up to and including a lifetime exclusion.

4. Reconsideration Meeting.

a. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). If the Trainer wishes to request reconsideration, the Trainer must make the request to Track, in writing, within five (5) days of being notified by Track of its decision to take action against the Trainer. The exclusion/suspension will remain in effect until, at least, the rendering of a decision to the contrary, if at all. In other words, asking for the Reconsideration Meeting will not "stay" the exclusion.

b. The Reconsideration Meeting will be held within five (5) days of receipt of the request so that the Trainer can present any basis for the reconsideration. However, at any time prior to the commencement of Reconsideration Meeting, the Trainer may request additional time, up to an additional -twenty-eight (28) days, to prepare for the Reconsideration Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted.

c. The Trainer can be represented by counsel at the Reconsideration Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Reconsideration Meeting.

d. The Trainer may present evidence at the Reconsideration Meeting that was not presented at the Meeting, provided that the Trainer can demonstrate that this new evidence could not, with reasonable diligence, have been presented at the Meeting.

5. Decision After Reconsideration Meeting.

a. After hearing the Trainer's defense at the Reconsideration Meeting, Track will make its decision promptly.

b. The individual making the reconsideration determination on behalf of Track will be different than the individual who made Track's initial decision to take action against the Trainer (the "Reviewing Decision Maker").

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c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next sentence. "Clearly erroneous" shall mean: "Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently."

6. Arbitration.

a. If Track does not rescind its decision to take action against the Trainer after the Reconsideration Meeting, and Trainer wishes to formally challenge Track's actions, the Trainer may file an arbitration claim against the Track. Binding arbitration is the sole method of bring any action/ causes of action against the Track.

b. Trainer must ask for the Reconsideration Meeting and must await Track's decision after the Reconsideration Meeting before the Trainer can file an arbitration proceeding.

c. Track's Terms and Conditions of Stabling and Racing contains information regarding filing an arbitration claim and how the arbitration will proceed.

7. Continued Occupancy of Stalls; Use of the Racing and Training Surfaces.

a. From the date of the Letter, the Trainer may continue to occupy any previously allocated stalls and appurtenant facilities until the Trainer is required to vacate pursuant to the following:

The Trainer will be required to vacate his or her stalls at the sooner of: (i) three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting provided that the Trainer had notice of the Meeting or Track used good faith efforts to provide the Trainer with the Letter but Track was not able to locate the Trainer (or the Trainer refused to accept the Letter); (ii) five (5) days after the Trainer received notice from Track that Track has considered the Trainer's defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting; (iii) three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision; and (iv) the date when all horses are required to have vacated their stalls (e.g., the end of the meet), or (v) twenty-one (21) days from the date of the Letter.

b. During such time that the Trainer occupies his or her allocated stalls and appurtenant facilities pursuant to Section 7(a), in order to protect the welfare and safety of these other participants since an injury to a horse can affect not only the horse but also the rider as well as other horses and riders on the track, from the date of the Letter until such time that a decision on has been made to not exclude the Trainer, the Trainer is prohibited from entering to race and from "working" horses at Track's racetrack or any auxiliary stabling facility which has common ownership with Track or any auxiliary facility under its control. The Trainer may walk their

horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track's veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.

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3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of April 1, 2024 (the "Effective Date") by and between the Del Mar Thoroughbred Club, Inc. ("DMTC"), 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 administ ation.

B. CHRB Rule 1845 further requires that the agreement described DMTC'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, DMTC, TOC and CTI do hereby agree as follows:

1. TERM This Agreement shall take effect on July 10, 2024 and shall continue through December 10, 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 ofthe 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 DMTC (on a per administration basis) an amount equal to forty dollars ($40) for the administration of race day furosemide to such owner's horse ("Lasix Admi_nistration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. 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 DMTC. DMTC may increase the Lasix Administration Fee if there fs 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 DMTC shall initially hire one (1) furosemide veterinarian and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If DMTC decides, after consultation with the TOC and CIT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, DMTC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. RACE DAY LASIX ADMINISTRATION PROGRAM

a. By way of this Agreement, each individual Thoroughbred Owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. Additional terms and conditions of the Race Day LasixAdministration 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 statues, 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.

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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, DMTC, 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 DMTC, TOC and CTT. Except for DMTC, 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.

DEL MAR THOROUGHBRED CLUB, INC.
By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2024

CALIFORNIA THOROUGHBRED TRAINERS, INC.
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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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, DMTC, 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 DMTC, TOC and CTT. Except for DMTC, 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.

DEL MAR THOROUGHBRED CLUB, INC.
By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2024

CALIFORNIA THOROUGHBRED TRAINERS, INC.
Name: _____
Title: Executive Director
Date: March 27, 2024

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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

DEL MAR THOROUGHBRED CLUB, INC.
By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2024

CALIFORNIA THOROUGHBRED TRAINERS, INC.
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.
By: _____
Name: William A. Nader
Title: President & CEO
Date: 4/1/2024

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3rd PARTY LASIX ADMINISTRATION AGREEMENT

1. **EXHIBIT A**
   DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL – ATTACHED

2. **EXHIBIT B**
   MEDICATION ADMINISTRATION PROTOCOL – ATTACHED

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EXHIBIT A

DEL MAR THOROUGHBRED CLUB 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 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 posttime of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to Sec). 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 250mg 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 Del Mar 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 Del Mar or have arrived at Del Mar no later than 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC 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 Del Mar or have not arrived at Del Mar by 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Del Mar that the horse will occupy prior to the race no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC 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 Del Mar no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Del Mar, if the horse is not stabled at Del Mar, DMTC security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

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EXHIBIT B

MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide Veterinarian highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarian 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 technicians, 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.

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7. Administration of the medicine.

a. The furosemide veterinarian, or technician, shall:

i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions.

111. Confirm the horse's identify by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identify of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have. an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or, if applicable, assist in identifying the horse through physical description or microchip reader.

111. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration ofthe 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 250mg of furosemide intravenously unless an alternative dose of not less than 150mg and not more than 250mg 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.

111. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement.

**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program with:

i. Time of administration.
ii. Barn/stall {if not previously noted)
iii. Furosemide dose.
iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form.

f. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

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NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

x _____
Signature

THOMAS S. ROBBINS	EXECUTIVE VP RACING	4/11/2024	4/13
Print Name	Print Title	Date	

Agenda Item #3

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR AT SANTA ROSA, COMMENCING JULY 31, 2024, AND CONTINUING THROUGH AUGUST 20, 2024

Board Meeting
June 20, 2024

Application: Sonoma County Fair (SCF) at Santa Rosa

Breeds: Thoroughbred

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

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			

AUGUST 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	CARF/Alameda County Fair, Pleasanton fire clearance valid through 03/21/25.	Rule 1420(g)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	2024 SCF Stabling Agreement received 05/02/24.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	SCF fire clearance letter dated 06/03/24. Received 45-day exemption request.	Rule 1927
Backstretch Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Backstretch inspection will be completed on 07/11/24.	Rule 2102
Track Safety Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Track safety inspection will be completed by 07/01/24.	Rule 1471(g)

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Workers' Compensation Insurance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Workers' compensation coverage valid 07/01/23 to 07/01/24.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 06/19/24. **California Thoroughbred Trainers Association** – received 06/17/24.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Inclement Weather Policy** – received 05/02/24. **Concussion Protocol Policy** – received 05/02/24. **Track Emergency Procedures** – received 05/02/24.	Rule 1432
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	_____	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	_____	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	_____	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	_____	BPC 19604 & 19604(b)(1)(C)
Administrative Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Active Licenses Required Signatures	Rule 1481 Rules 1433 & 1437

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

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SANTA ROSA
WINE COUNTRY RACING

May 29, 2024

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

Dear Mr. Chaney,

Currently outstanding from the Sonoma County Fair's 2024 Racing License Application are the following items:

- Thoroughbred Owners of California Agreement – In process and do not expect any delays.
- CTT Agreement – In process and do not expect any delays.
- Current Workers' Compensation Certificate – As in years past, renewal certificate will be forwarded once renewed on July 1, 2024.
- 2024 ambulance company and proof of certification – currently in bid process and will award bid by June 30th. Company information and proof of certification will be submitted once contract is awarded.
- Fire Clearance Letter from City of Santa Rosa – Final inspection was completed on April 30th. Letter will be forwarded when received.

Sincerely,

Becky Bartling
Chief Executive Officer

1350 Bennett Valley Road, Santa Rosa, CA 95404
p: (707) 545-4200 ⬩ f: (707) 573-9342
sonomacountyfair.com

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SANTA ROSA
WINE COUNTRY RACING

May 1, 2024

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

Re: Inclement Weather Policy

Dear Mr. Chaney,

This letter serves as written confirmation that the Sonoma County Fair/Wine Country Racing 2024 meet agrees to adopt the California Horse Racing Board's Inclement Weather Policy as provided on the chrb.ca.gov website.

Sincerely,

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing

1350 Bennett Valley Road, Santa Rosa, CA 95404
p: (707) 545-4200 · f: (707) 573-9342
sonomacountyfair.com

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SANTA ROSA
WINE COUNTRY RACING

May 1, 2024

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

Re: Track Veterinarian Emergency Procedures

Dear Mr. Chaney,

This letter serves as written confirmation that the Sonoma County Fair/Wine Country Racing 2024 meet will operate in accordance with the Track Veterinarian Emergency Procedures provided on the chrb.ca.gov website.

Sincerely,

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing

1350 Bennett Valley Road, Santa Rosa, CA 95404
p: (707) 545-4200 · f: (707) 573-9342
sonomacountyfair.com

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SANTA ROSA
WINE COUNTRY RACING

May 1, 2024

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

Re: CHRB Concussion Management and Return to Ride Guidelines

Dear Mr. Chaney,

In regards to Racing Safety, the Sonoma County Fair agrees to adopt the Concussion Management and Return to Ride Guidelines, as posted on the CHRB's website, for the entire duration of the proposed 2024 race meet.

Thank you for your assistance and consideration.

Sincerely,

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing

1350 Bennett Valley Road, Santa Rosa, CA 95404
p: (707) 545-4200 · f: (707) 573-9342
sonomacountyfair.com

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

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Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair: Sonoma County Fair, 1350 Bennett Valley Road, Santa Rosa, CA, 95404, 707-545-4200, fax 707-545-9342

B. Fair association is a: ☐ District Fair ☒ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person. Rebecca Bartling, CEO, 707-545-4200, bbartling@sonomacountyfair.com

NOTICE TO APPLICANT: Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: Wednesday, July 31 - Tuesday, August 20, 2024; July 31, August 1, 7, 8, 16, 17 will be simulcast only days.

B. Actual dates racing will be held: Friday, August 2 - Sunday, August 4; Friday, August 9 - Sunday, August 11; Friday, August 16 - Sunday, August 18.

C. Dates racing will **NOT** be held: July 31, August 1, 5, 6, 7, 8, 12, 13, 14, 15

D. Total number of racing days: 9

E. Days of the week races will be held: Week 1: Friday-Sunday, Week 2: Friday-Sunday, Week 3: Friday-Sunday
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

A. Total number of races: 69

B. Number of races by breed:

69 Thoroughbreds	0 Quarter Horses	0 Appaloosas
0 Arabians	0 Paints	0 Mules

CHRB CERTIFICATION

Application received: 5/2/24 **Hearing date: 6/20/24**
Reviewed: NLG **Approved date:**
License number:

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C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	8	0	0	0	0	7	8
Other Breeds	Click or tap here to enter text.				Click or tap here to enter text.	Click or tap here to enter text.	.
Total	24	0	0	0	0	21	24

D. Total number of stakes races by breed:
2 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item E that have been altered or added or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). N/A

3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. N/A

F. Will provisions be made for owners and trainers to use their own registered colors?
☒ Yes ☐ No
If no, which racing colors are to be used?

G. List all post times for the daily racing program: Saturdays & Sunday - Race # 1: 1:45p.m., Race #2: 2:15 p.m., Race #3: 2:45 p.m., Race # 4:3:15 p.m., Race #5: 3:45 p.m., Race #6: 4:15 p.m., Race #7: 4:45 p.m., Race #8: 5:15 p.m., ; Fridays: Race #1: 2:15 p.m., Race #2: 2:45 p.m., Race #3: 3:15 p.m., Race # 4: 3:45p.m., Race #5: 4:15 p.m., Race #6: 4:45 p.m., Race # 7: 5:15 p.m.

3E RACING PROGRAM - 2022-2024 Sonoma County Fair Stakes I

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2024 Thoroughbred Stakes
"Wine Country Stakes Series"

Luther Burbank Handicap – 54th Running
$75,000 Added Overnight Hdcp
(Plus up to $15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 3

Robert Dupret Derby – 13th Running
$75,000 Added Overnight Hdcp
(Plus up to $15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 10

2023 Thoroughbred Stakes
"Wine Country Stakes Series"

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

Luther Burbank Handicap – 53rd Running
$75,000 Added Overnight Hdcp
(Plus up to $15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 5

Robert Dupret Derby – 12th Running
$75,000 Added Overnight Hdcp
(Plus up to $15,000 to Cal-Breds)
Three-year olds – One & 1/16 Miles (Turf)
Saturday, Aug 12

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner's Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

2022 Thoroughbred Stakes
"Wine Country Stakes Series"

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

Luther Burbank Handicap – 52nd Running
$75,000 Added Overnight Hdcp
(Plus up to $15,000 to Cal-Breds)
Fillies and Mares Three-year olds and Upward
One and 1/16 Miles (Turf)
Saturday, Aug 6

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

Joseph T. Grace Handicap
Dropped

Wine Country Debutante
Dropped

Jess Jackson Owner's Hdcp
Dropped

Jess Jackson Juvenile Stakes
Dropped

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NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

A. Names of the fair directors: Alma Bowen, Rocco Cunningham, Marilyn Herzog, Neysa Hinton, Kevin Howe, Teejay Lowe, Hugo Mata, Marcia Mickelson, Rob Muelrath, Annette O'Kelley, Stacey Powers, Carole Quandt, Kanani Reynolds, Lisa Wittke Schaffner, Sharon Wright

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Teejay Lowe, Lisa Wittke Shaffner, Carole Quandt, Rob Muelrath, Kanani Reynolds

C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Rebecca Bartling, CEO; Stacey Lapham, Director of Racing; Robert Moreno - Racing Secretary; Doug Gooby - Mutuel Manager; Juan Meza - Race Track Superintendent; TBA- Track Announcer

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Rebecca Bartling, CEO, 1350 Bennett Valley Road, Santa Rosa, CA, 95404, bbartling@sonomacountyfair.com; Stacey Lapham, Director of Racing, 1350 Bennett Valley Road, Santa Rosa, CA, 95404, stacey.lapham@sonoma-county.org

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.

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Year	Handle	Attendance
2023 - 7 days	$20,329,372	32,551
2022 - 7 days	$20,603,551	31,832
2021 - 6 days	$23,941,769	3,445 (GGF limited patrons)
2020 - 6 days	$24,706,799	n/a (GGF no patrons)
2019 - 8 days	$19,741,800	27,074

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $1,022,787
   Prior meet actual: $883,890

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: $113,643
   Prior meet actual: $126,270

2. Overnight stakes:
   Current meet estimate: $150,000
   Prior meet actual: $138,950

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: $16,667
   Prior meet actual: $19,850

3. Non-overnight stakes:
   Current meet estimate: $0
   Prior meet actual: $0

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: $0
   Prior meet actual: $0

4. Total Purses (7A1 + 7A2 + 7A3):
   Current meet estimate: $1,172,787
   Prior meet actual $1,022,840

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

Current meet estimate: $93,075
Prior meet actual: $80,435

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

	Current meet estimate:	Prior meet actual:
CTT	$3,325	$2,873

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TOC	$6,650		$5,747
NTRA	$0		$1,214
PCQHRA	$0		$0
CWRA	$0		$0
ARAC	$0		$0
AMRA	$0		$0
CHBPAPEN	$9,975		$8,620
CTHF	$9,975		$8,620
Total:	$29,924	Total:	$27,074

D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A + 7B + 7C):
Current meet estimate: $1,295,786
Prior meet actual: $1,130,349

Average Daily Purse (7D ÷ number of days):
Current meet estimate: $143,976
Prior meet actual: $161,478

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: $752,707
Prior meet actual: $609,832

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $83,634
Prior meet actual: $87,119

F. Purse funds to be generated from interstate handle:
Current meet estimate: $447,480
Prior meet actual: $362,541

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $49,720
Prior meet actual: $51,792

G. Bank and account number for the Paymaster of Purses' purse account: On file

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Kevin Riley, CPA of Rossman, MacDonald & Benetti, 3838 Watt Avenue, Suite E-500, Sacramento, CA, 95821, kevin@rmb-cpa.com, (916) 488-8630

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the fair and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds

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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: 760

B. Minimum number of stalls believed necessary for the meeting: 900

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 684

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: CARF/Alameda County Fair, Pleasanton - 684

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F through H if the fair will request reimbursement for off-site stabling, as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c).

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall.

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse.

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: See Attached

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

10. PARI-MUTUEL WAGERING PROGRAM

A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☐ Yes ☒ No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB,

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9A (1) - EQUINE EMERGENCY SERVICES

A.

Dr. Forest Franklin - 916-585-2050 (onsite during racing hours)
Dr. William Grantham (at Pleasanton during training hours)
Dr. Ashton Cloninger * – 415-264-1630 (onsite during training hours, Lasix hours & racing hours)
Additional morning vet TBD (at Santa Rosa during training)

* Race day Lasix veterinarian

VETERINARIAN	EMERGENCY CONTACT #
Dr. Ken Allison	650-642-4636
Dr. Kim Khulman	510-867-5871
Dr. Jerry Parker	650-642-5610
Dr. Don Smith	510-812-9275
Dr. Kendall Cannon	415-218-3231
Dr. Steve Matuszak	415-860-3001
Dr. Casille Batten	925-286-1421

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

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

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10B: SONOMA COUNTY FAIR - PARI-MUTUEL WAGERING PROGRAM

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT
Example Race	$1 E; $1 Double	CHRB #1959; RCI #VE	Yes No

Race #1	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3	**CHRB 1977**
	$.50 PNP (Pick 4)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***
Race #2	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3	**CHRB 1977**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***
Race #3	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3	**CHRB 1977**
	$1 PNP (Pick 6 when 8 races)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***
Race #4	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3	**CHRB 1977**
	$.50 PNP (Pick 5 when 8 races)	**CHRB 1976.9**
	$1 PNP (Pick 6 when 9 races)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***
Race #5	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3	**CHRB 1977**
	$.50 PNP (Pick 4 when 8 races)	**CHRB 1976.9**
	$.50 PNP (Pick 5 when 9 races)	**CHRB 1976.9**
	$1 PNP (Pick 6 when 10 races)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***
Race #6	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3 (when 8 races)	**CHRB 1977**
	$.50 PNP (Pick 4 when 9 races)	**CHRB 1976.9**
	$.50 PNP (Pick 5 when 10 races)	**CHRB 1976.9**
	$1 PNP (Pick 6 when 11 races)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***

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Race #7	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3 (when 9 races)	**CHRB 1977**
	$.50 PNP (Pick 4 when 10 races)	**CHRB 1976.9**
	$.50 PNP (Pick 5 when 11 races)	**CHRB 1976.9**
	$1 PNP (Pick 6 when 12 races)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***
Race #8	**$2DD**	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3 (when 10 races)	**CHRB 1977**
	$.50 PNP (Pick 4 when 11 races)	**CHRB 1976.9**
	$.50 PNP (Pick 5 when 12 races)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***
Race #9	**** When Applicable**	
	$2DD	**CHRB 1957**
	$1E	**CHRB 1959**
	$1PK3 (when 11 races)	**CHRB 1977**
	$.50 PNP (Pick 4 when 12 races)	**CHRB 1976.9**
	$1 Trifecta	**CHRB 1979**
	$.10 Superfecta	**CHRB 1979.1**
	$.50 Super High 5 (Pentafecta)	**ARCI 004-105 T (4) (b) Method 2 Provision (C)***

*** For closing day final race (mandatory payout): ARCI 004-105 T (4) (g) Method (7) (C)**

In the event there is a prohibitive favorite where there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request approval from CHRB to (allow that entry to run for purse only) rescind or cancel wagering on that pool.

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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	☐ Yes	☒ No
Race #1	$2DD; $1E; $1PK3; $.50 PNP (Pick 4); $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #2	$2DD; $1E; $1PK3; $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #3	$2DD; $1E; $1PK3; $1 PNP (Pick 6 when 8 races); $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #4	$2DD; $1E; $1PK3; $.50 PNP (Pick 5 when 8 races); $1 PNP (Pick 6 when 9 races); $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #5	$2DD; $1E; $1PK3; $.50 PNP (Pick 4 when 8 races); $.50 PNP (Pick 5 when 9 races); $1 PNP (Pick 6 when 10 races); $1 Trifecta; $.10 Superfecta; $.50 Super High 5	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No

	(Pentafecta)			
Race #6	$2DD; $1E; $1PK3 (when 8 races); $.50 PNP (Pick 4 when 9 races); $.50 PNP (Pick 5 when 10 races); $1 PNP (Pick 6 when 11 races); $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #7	$2DD; $1E; $1PK3 (when 9 races); $.50 PNP (Pick 4 when 10 races); $.50 PNP (Pick 5 when 11 races); $1 PNP (Pick 6 when 12 races); $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #8	$2DD; $1E; $1PK3 (when 10 races); $.50 PNP (Pick 4 when 11 races); $.50 PNP (Pick 5 when 12 races); $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #9	** $2DD; $1E; $1PK3 (when 11 races); $.50 PNP (Pick 4 when 12 races); $1 Trifecta; $.10 Superfecta; $.50 Super High 5 (Pentafecta)	** CHRB 1957; CHRB 1959; CHRB 1977; CHRB 1976.9; CHRB 1979; CHRB 1979.1; ARCI 004-105 T (4) (b) Method 2 Provision (C)*	☐ Yes	☒ No
Race #10	* For closing day final race (mandatory payout): ARCI 004-105 T (4) (g) Method (7) (C) In the event there is a prohibitive favorite where		☐ Yes	☒ No

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	there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request approval from CHRB to (allow that entry to run for purse only) rescind or cancel wagering on that pool. ** WhenN/A Applicable		
Race #11	N/A	☐ Yes	☐ No
Race #12	N/A	☐ Yes	☐ No
Race #13	N/A	☐ Yes	☐ 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. N/A

D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: August 18, 2024 (Closing Day of Sonoma County Fair's Wine Country Racing

E. List any options requested with regard to exotic wagering. $1 TRI and $.10 SF when applicable; $.50 PNP4 on the first four races and the last four races each day; $.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners; $1 PNP6 on the last six races each day, with 70% major pool paid or a carryover and a 30% minor pool paid; $.50 Rolling Pentafectas (Super High 5) will be offered on all races with six (6) wagering interests when the pari-mutuel pools open. 100% payout of the net pool to the winners who select the top five finishers in exact order. No consolation or minor pool; 100% carryover if no ticket has five finishers in exact order. Mandatory payout on the final eligible race on Closing Day, August 18, 2024.

F. Will "advance" or "early bird" wagering be offered? Yes ☐ No ☒
If yes, when will such wagering begin? Specify days and time for "early bird" wagering.

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: Amtote

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effective October 25, 2015 with expiration date of October 2020 with option to extend to October 2025. Equipment description on file with Board. Contract

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, Trifectas, Superfectas & Pentafectas – 25.02%
Race #2	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, Trifectas, Superfectas & Pentafectas – 25.02%
Race #3	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #4	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%;Pick 3, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #5	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #6	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #7	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, 6, Trifectas, Superfectas & Pentafectas – 25.02%
Race #8	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, 5, Trifectas, Superfectas & Pentafectas – 25.02%
Race #9	** Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%; Pick 3, 4, Trifectas, Superfectas & Pentafectas – 25.02%
Race #10	** When Applicable
Race #11	N/A
Race #12	N/A
Race #13	N/A

11. ADVANCE DEPOSIT WAGERING (ADW)

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A. Identify the ADW provider(s) to be used by the fair for this race meeting. XpressBet, TVG (Television Games Network), Twin Spires, NYRA Bets, Watch and Wager, Bet America

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
☒ Yes ☐ No
If yes, attach a copy of the approval.
If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wager are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering: Northern California Off-Track Wagering, Inc. (NCOTWINC)

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the fair proposes to offer its live audiovisual signal: NORTHERN CALIFORNIA: Alameda County Fair, Pleasanton; Big Fresno Fair, Fresno; California State Fair & Exposition, Sacramento; Jockey Club at San Mateo, San Mateo; Monterey County Fair, Monterey; San Joaquin County Fair, Stockton; Santa Clara County Fair, San Jose; Solano County Fair, Vallejo; SOUTHERN CALIFORNIA: Cabazon Fantasy Springs Casino, Indio; Derby Club, Ventura County Fair, Ventura; Fairplex Park, Los Angeles County Fair, Pomona; Hollywood Park Casino, Inglewood; Los Alamitos Race Course, Los Alamitos; Santa Anita Park, Arcadia; Sports Center, Nat'l Orange Show, San Bernardino; Sports Pavilion at The Farmers Fair, Perris; Sports Pavilion, San Bernardino Cty. Fair, Victorville; Surfside Race Place at Del Mar, Del Mar; Viejas Casino & Turf Club, Alpine; Watch & Wager, Antelope Valley Fgds, Lancaster

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: 123bet.comAmwest AccountsArapahoe-Mile HighArima Race ClubArizona Downs On-Track---Arlington ParkAssiniboia DownsBangor Raceway & OTBBataviaBatavia Downs OnlineBeau RivageBelterra ParkBetMGM NYRABets ORBirminghamBluffs Run GreyhoundBordertownBrazilBrazil SUACanterbury DownsCapital District OTBCasino AssociationCatskill IAWCatskills OTBCentury Downs On-TrackCharles Town Race CourseCharlottetownChester Downs & MarinaCoeur d'Alene Casino---Coeur d'Alene GreyhoundColonial DownsColumbus RacewayConnecticut OTBConn OTB Acct WageringCorpus Christi GreyhoundCoushatta Casino ResortDaytonDelaware ParkDelta DownsDial A BetDiamond CasinoDover DownsEgg Harbour Turf ClubElite Turf Club 1 thru 10Elite Turf Club 11 thru 15Elite Turf Club 16 thru 17Elite Turf Club 18 thru 26Elite Turf Club

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

May 29, 2024

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

RE: 2024 Sonoma County Fair ("Santa Rosa") 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 Sonoma County Fair ("Santa Rosa) 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 Santa Rosa, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, Santa Rosa shall be permitted to transmit race signal to California-licensed ADW providers:

- 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)

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

1. **California wagering on Santa Rosa 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 (Sec 19604 et seq).

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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 Santa Rosa 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

William A Nader, President & CEO

cc: StacyLapham, Wayne Atwell

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2 thru 3Elite Turf Club 4 thru 5Elite Turf Club 6 thru 8Elite Turf Club 9Emerald DownsEmpire City Bets YonkersEvangeline DownsEvansville OTBFair MeadowsFairgroundsFairgrounds ADWFanDuel 1-3Favorites at GloucesterFinger LakesFinger LakesBets.comFonner ParkFort ErieFoxwoodsFraser DownsFreeholdGillespie County DownsGlobal Wagering GroupGreentrackGulf GreyhoundGulfstream ParkGWS Bet365GWS German ToteHastings ParkHawthorne Hawthorne ADWHiawatha Horse ParkHippodromo Quinto CentenHippodromo MonterricoHoosier ParkHorseman's ParkIdabet.com/eBetIndiana DownsInternet Wagering - CapitalIowa GreyhoundJM Bens Airport Rd---Joe Mikes AntiguaJohn Martin's Manor RestauKentucky OTBLien GamesLincoln Race CourseLone Star ParkLouisiana DownsMagna BetMahoning Valley RCMaronasMaryland Jockey ClubMeadowlandsMeadows Acct WageringMeadows TheMeskwaki CasinoMiami Valley GamingMobile Greyhound ParkMohegan Sun CasinoMonmouth ParkMontana OTBMonterrico SimulcastingMountaineer ParkNassau Internet WageringNassau OTBNevadaNew Mexico - AlbqNewport Jai AlaiNJ MobileNorthfieldNorthlands Park IVRNorthlands ParkNorthvilleNYRANYRA ADWNYRA Bets ILNYRA Bets NYRAbets National 1 & 2NYRA Bets NY 1 & 2OaklawnOaklawn Park ADWOcean DownsOfftrackbetting.comOregon Off-trackPalace CasinoPanamaPariBet USPenn Acct WageringPenn Acounts xPA GroupPenn NationalPeru Jockey Club AWPhiladelphia ParkPhiladelphia Park ADWPicov DownsPlainridge RCPlainridge Acc WageringPlayer Management GroupPlayer Manag Grp B thru VPocono ADWPoconosPojoaquePony Bar St. ThomasPotawatomi Casino / OTBPrairie MeadowsPremier Gateway InternationalPremier Turf ClubPresque Isle DownsPrincess Casino SmlRacebetsRemington ParkRetama ParkRGSRGS Group 1 - 9Rideau Carleton RacewayRillito ParkRocky Mountain Turf ClubRosecroft RacewayRoyal Beach CasinoRuidoso DownsRunning Aces Harness ParkSam HoustonSan Marco Curacao IslSaratoga Harness RacewaySaratoga BetsScarboroughScarlet Pearl D'IbervilleScioto DownsSeabrook GreyhoundSeabrook Greyhound PhoneShorline Star GreyhoundSkydancer CasinoSports CenterStellaris Marriott Aruba------Suffolk District OTBSuffolk DownsSuffolk Otb InternetSunland ParkSun Ray Park & CasinoTauton Account WageringTauton Dog Track The Track On 2ThistledownTioga DownsTote Investment Racing Svc----Turf del NorteTurf ParadiseTVG-Harrahs Chester DownsTVG-ArizonaTVG-Groups 1 thru 9TVG-MassachusettsTVG-Prairie Meadows ADWTwin River GreyhoundTwinspires - Keeneland SelectTwinspires Mountain ViewTWS L White LabelValley Greyhound ParkVelocity Wagering Groups---Vernon DownsVirginia Equine Alliance-----Western Regional OTBWheeling DownsWill Rogers DownsWinna Vegas CasinoWoodbineWyoming Downs Evanston OTBWyoming Horse Racing LLCX The Spot OTB LGRXpressbet Arizona------- Xpressbet MarylandXpressbet Southern AlbertaYonkers OtbZia Park; Canadian Locations: Alberta Downs, Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec,Inverness Raceway,Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton, Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters, Truro Raceway, Western Fair,Woodbine

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: See listing above

F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: Commerce Casino, Commerce; The Derby Room Sports Grill & Turf Club, Norco; Firehouse Restaurant, Bakersfield; Glen Arden Club, Glendale; Lake Elsinore Hotel & Casino, Lake Elsinore; OC Tavern, San Clemente; Sammy’s Restaurant & Bar, Mission Viejo; Santa Clarita

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Lanes, Santa Clarita; Tilted Kilt, Thousand Oaks

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of fifty (50) imported Thoroughbred races statewide. The limitation of fifty imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Canterbury Park, Charles Town, Delaware Park, Ellis Park, Emerald Downs, Evangeline Downs, Fingerlakes, Indiana Downs/Horseshoe, Louisiana Downs, Monmouth, Mountaineer, Penn National, Prairie Meadows, Presque Isle Downs, Ruidoso, Saratoga, Thistledown, Assiniboia, Australian Racing, Fort Erie, Hastings, South American Racing, United Kingdom, Woodbine	7/31 - 8/20	Selected Feature and/or Stakes Races

H. List imported simulcast races the fair plans to receive during the racing meeting that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
N/A			

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections

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19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Ashton Cloninger, D.V.M.
Clerk of Scales	Kenneth Sjordal
Clerk of the Course	Tina Walker-Bryant
Film Specialist	Jayme Thomas
Horse Identifier	Gary Greiner
Horseshoe Inspector	Agustin Rayas
Paddock Judge	Jayme Thomas
Patrol Judges	Myra Troske & Jayme Thomas
Placing Judges	Nancy Barney & Angela Couton
Starter	Todd Stephens
Timer	Chris Lapham

B. Management officials in the racing department:

Director of Racing	Stacey Lapham
Racing Secretary	Robert Moreno
Assistant Racing Secretary	Linda Anderson
Paymaster of Purses	Lori Bailey
Others (identify by name and title)	

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Niccoli Reporting; 619 Pilgrim Drive, Foster City, CA, 94404, pdqcsr@comcast.net, (650) 573-9339

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp. USA, Bill O'Brien, Expires: 8/30/24

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communication, Inc. – Jim Porep (Expires 12/31/2024) Equipment description on file with Board: 5 Cameras – (3 Towers, 1 Pan (rooftop), 1-Hand Held used for Finish Line and Paddock).

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Dedicated PC with connectivity to a hard wired electronic system surrounding the racetrack with infrared sensors at each 1/16th pole and both chutes. Pegasus Communication, Inc. – Jim Porep - Contract Expires: 12/31/2024.

14. SECURITY CONTROLS

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A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Rebecca Bartling, CEO (707) 545-4218; Sgt. Josh Ludtke, Santa Rosa Police Department, currently in overall charge of sworn officers at the Fair. Police are dispatched from (707) 975-0978. Each day a different Sergeant will be on grounds for supervision of patrolmen. A list of these supervisors will be made available to CHRB Staff when supplied by SRPD. They are all dispatched from the same (707) 975-0978 number. Private security supplied by Professional Events Services: Carolan Meek: (707) 463-1733 office; (707) 486-6238 cell; Randy Malmgren, Stable Manager: (916) 765-2845 Stable Gate: (707) 544-4191

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 7 uniform guards, 8 gatemen – 1 night patrolman – 2 uniform police. Barn Area: 5 Security Officers, 2 Security Rovers, 3 Licensed Gatemen based on 8/hour shifts.

1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:
   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period. N/A
   c. Describe number and location of surveillance cameras in detention stall area. N/A

3. TCO2 Testing:
   a. Number of races to be tested and number of horses entered in each race to be tested. Will comply with and follow CHRB directives.
   b. Plan for enhanced surveillance for trainers with high-test results: Will comply with and follow CHRB directives.
   c. Plan for detention stalls for repeat offenders: Will comply with and follow CHRB directives.
   d. Number of security personnel assigned to the TCO2 program: As directed by CHRB

C. Describe the electronic security system. Pegasus Communications provides and installs mobile surveillance equipment.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area

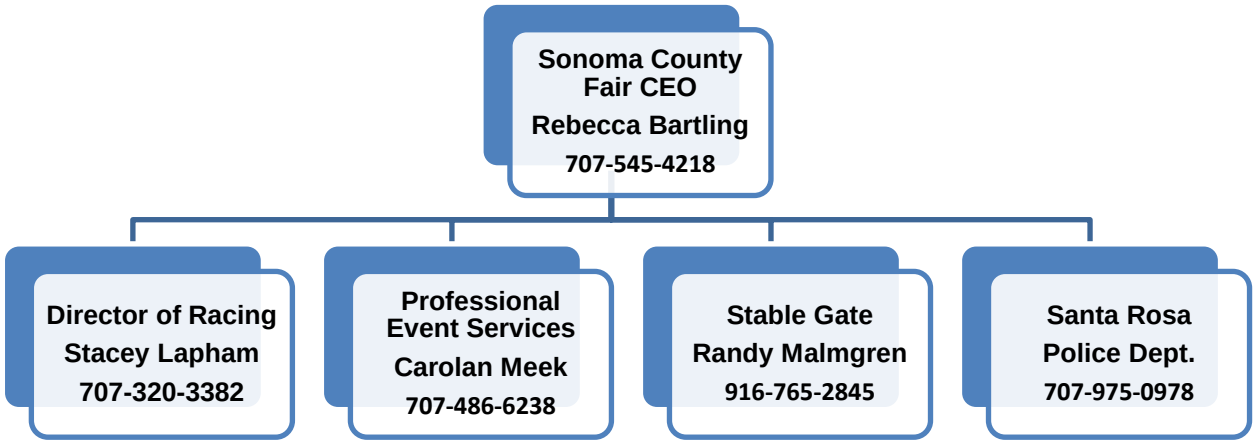
15. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Sonoma County Fire District, 8200 Old Redwood Hwy, Windsor, CA, 95492, (707) 892-3009; Horse Ambulance Information: One Kimsey ambulance on site. Two personnel assigned. Equipment includes coolant apparatus, leg splint 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.

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Sonoma County Fair - Wine Country Racing
Security Organization Chart



SONOMA COUNTY FIRE DISTRICT

Honesty ♦ Respect ♦ Integrity

June 12, 2024

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

Ms. Bartling,

Pursuant to your request for information regarding the certification and licensure of our personnel, this letter is submitted as certification that each of the emergency medical technicians (EMTs) and paramedics employed to provide standby services for the Sonoma County Fair and associated events maintains the licenses required by the State of California and the Coastal Valleys EMS Agency (CVEMSA).

All paramedics maintain current licensure by the State of California EMS Authority and hold appropriate accreditation by CVEMSA to practice as paramedics in Sonoma County. EMTs are certified by CVEMSA or another local EMS agency, whose certification is recognized statewide as prescribed in California Health and Safety Code, Division 2.5.

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

If you need further information or supporting documentation, do not hesitate to contact me.

Sincerely,

M Windrem

Matt Windrem
Division Chief-EMS

Encl: ALS Inventory, 2024 Paramedic License

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SONOMA MEDIC AMBULANCE ALS INVENTORY

CABINET 1

- 3 Infection Control Kit
- 2 OB Kit
- 3 Multi Trauma Dressing
- 3 Burn Sheet
- 2 Emergency Blanket
- 2 Infant Cap
- 20 Triage Tag

CABINET 2

- 200 4X4 Non-Sterile Gauze
- 10 4x4 Sterile Gauze
- 10 3x3 Sterile Gauze
- 4 5x9 ABD Pad
- 4 Triangle Bandage
- 3 4" Non-Sterile Gauze Roll
- 3 4" Sterile Gauze Roll
- 3 6" Non-Sterile Gauze Roll
- 3 6" Sterile Gauze Roll
- 4 Hyfin Chest Seal
- 4 Cold Pack
- 4 Eye Pad
- 4 Eye Shield Metal
- 4 Zonas Tape 3 inch

CABINET 3

- 6 14g IV Needle
- 6 16g IV Needle
- 6 18g IV Needle
- 6 20g IV Needle
- 6 22g IV Needle
- 6 24g IV Needle
- 2 10cc Syringe w/ Needle
- 2 5cc Syringe w/ Needle
- 2 3cc Syringe w/ Needle
- 2 1cc Syringe w/ Needle
- 2 30cc Syringe
- 2 20cc Syringe

CABINET 4

- 5 Drape Sheets
- 5 Pillowcases
- 3 Fitted Sheets
- 1 Infant BP Cuff
- 1 Child BP Cuff
- 1 Adult BP Cuff
- 1 Large Adult BP Cuff
- 1 Thigh BP Cuff
- 4 Sodium Chloride Bottle 500mL
- 4 Sterile Water Bottle 500mL
- 1 Hydrogen Peroxide
- 4 Emesis Basin
- 4 Bite Stick
- 4 Tongue Blade

CABINET 5

- 8 Adult Nasal Cannula
- 8 Adult Non-Rebreather Mask
- 8 CO2 Nasal Cannula
- 3 Nebulizers
- 1 Adult Neb Mask
- 4 Pediatric Nasal Cannula
- 4 Pediatric Non-Rebreather Mask

CABINET 6

- 2 Adult BVM
- 1 Pediatric BVM
- 1 Infant BVM
- 8 Lubricating Jelly
- 1 CPAP
- 1 CPAP T Adaptor
- 1 I-Gel, Neonate Size 1
- 1 I-Gel, Pediatric Size 2
- 1 I-Gel, SM Adult Size 3
- 1 I-Gel, MED Adult Size 4
- 1 I-Gel, LG Adult Size 5
- 1 NPA - 20Fr

- 2 10cc Syringe
- 2 5cc Syringe
- 2 3cc Syringe
- 2 1cc Syringe
- 6 Twinpak
- 4 Filter Straw
- 2 22g Safety Needle
- 2 25g Safety Needle
- 2 Stopcock 3 Way
- 2 IV T Connector
- 2 Saline Flush 0.9%, 10mL
- 5 Tegaderm
- 6 Albuterol
- 3 Ipratropium Bromide 0.02% 0.5mg/2.5mL unit
- 3 Adenosine 6mg vial
- 4 Amiodarone vial
- 1 Atropine MDV
- 4 Diphenhydramine 50mg Vial
- 4 Epinephrine AMP
- 6 Epinephrine PFS
- 1 Ketorolac
- 1 Tranexamic Acid 10mg/10ml
- 2 MAD (Mucosal Automization Device)
- 3 Ondansetron Vial
- 3 Ondansetron Tab
- 2 Dextrose 10%
- 1 Acetaminophen 10mg/mL
- 2 Sodium Bicarb PFS
- 2 Calcium Chloride PFS
- 2 Atropine PFS
- 2 Orak Glucose
- 4 Naloxone (Narcan)
- 1 Glucagon Kit
- 3 IV Admin Set
- 10 Glucose Test Strip
- 10 Lancet
- 3 Transpore Tape
- 200 Alcohol Prep Pad

BACK CAB

- 1 NPA - 22Fr
- 1 NPA - 24Fr
- 1 NPA - 26Fr
- 1 NPA - 28Fr
- 1 NPA - 30Fr
- 1 NPA - 32Fr
- 1 NPA - 34Fr
- 1 NPA - 36Fr
- 1 OPA Size 5.5
- 1 OPA Size 6
- 1 OPA Size 7
- 1 OPA Size 8
- 1 OPA Size 9
- 1 OPA Size 10
- 1 OPA Size 11
- 1 OPA Size 12
- 2 Neb to Mask Adapter(Blue Ring)

CABINET 7

- 1 ET Tube 5.5 MM
- 1 ET Tube 6.0 MM
- 1 ET Tube 6.5 MM
- 1 ET Tube 7.0 MM
- 1 ET Tube 7.5 MM
- 1 ET Tube 8.0 MM
- 1 ET Tube 8.5 MM
- 2 ETT Holder - Adult
- 2 Suction Cath - 6 Fr
- 2 Suction Cath - 8 Fr
- 2 Suction Cath - 10 Fr
- 2 Suction Cath - 12 Fr
- 2 Suction Cath - 14 Fr
- 2 Suction Cath - 16 Fr
- 2 Suction Cath - 18 Fr
- 1 Pleural Decompression Needle

BENCH SEAT

- 3 Pillow
- 2 Mega Mover
- 1 Pelvic Sling

- 1 Trauma Shears
- 1 Stethescope
- 1 Penlight
- 1 Cavicide Spray
- 1 Sani-Hands Wipes (Purple Tops
- 1 Fire Extinguisher

TOP SHELF

- 13 Drape Sheets
- 13 Pillow Cases
- 5 Fitted Sheets

BOTTOM SHELF

- 7 Gray Blankets

CABINET

- 1 DECON Sprayer
- 2 Helmets
- 5 Flares

HEAD OF BENCH SEAT

- 1 Sharps Container
- 1 Trash Can
- 3 Wrist Splint
- 3 Arm Splint
- 3 Leg Splint
- 1 Hare Traction Splint - Pediatric
- 1 Hare Traction Splint - Adult
- 1 KED

GURNEY

- 5 Seat Belts Including Shoulder Straps
- 1 Lifepack/Defibrillator
- 1 Pillow w/ Pillowcase
- 1 Sheet, Blue
- 1 Sheet, Fitted
- 1 ALS Backpack
- 1 "D" Cylinder in Bag w/ Regulator
- 1 "D" Cylinder in Headrest
- 1 Set of Wrist Restraints
- 1 Set of Ankle Restraints

GURNEY POUCH

- 2 Spit Hoods

BAGS

ALS BACKPACK

MAIN TOP

- 1 Ezio Gun
- 1 EZ IO 15mm Needle
- 2 EZ IO 25mm Needle
- 2 EZ IO 45mm Needle
- 2 EZ IO Stabilizer
- 1 5cc Syringe
- 2 Saline Flush 0.9%, 10ml
- 1 Lidocaine 2% 100mg PFS
- 1 I-Gel, SM Adult Size 3
- 1 I-Gel, MED Adult Size 4
- 1 I-Gel, LG Adult Size 5
- 3 Lubricating Jelly

TOP POCKET

- 2 Hyfin Chest Seal
- 2 5x9 ABD Pad

LEFT SIDE

- 1 Stethoscope
- 1 BP Cuff - Adult
- 2 Safety Glasses/Goggles
- 1 Ring Cutter
- 2 Bio Hazard Bag
- 2 Emesis Bag
- 1 IV Admin Set
- 1 IV Bag - 1000ml

O2 Bag

- 1 Nebulizer
- 1 Adult Non-Rebreather Mask
- 1 Adult Nasal Cannula
- 1 CO2 Sampling Line (Nasal Cannula)
- 1 CPAP

- 5 4x4 Sterile Gauze
- 4 Bandaid
- 2 Triangle Bandage
- 1 Trauma Shears
- 1 Penlight
- 1 Pleural Decompression Needle
- 1 Zonas Tape 3 inch
- 1 Transpore Tape
- 1 Combat Application Tourniquet
- 2 4" Non-Sterile Gauze Roll
- 2 4" Sterile Gauze Roll
- 2 6" Non-Sterile Gauze Roll
- 2 6" Sterile Gauze Roll
- 1 Cold Pack
- 1 Multi-Trauma Dressing
- 1 Soft Cervical Collar

MAIN POCKET AIRWAY FLAT

- 2 Bougie - Adult
- 1 CO2 Sampling Line (Filterline Set) X-Series
- 1 ETT Holder - Adult
- 1 ET Tube 6.0 MM
- 1 ET Tube 6.5 MM
- 1 ET Tube 7.0 MM
- 1 ET Tube 7.5 MM
- 1 ET Tube 8.0 MM
- 1 ET Tube 8.5 MM
- 1 Suction Cath - 12 Fr
- 1 Suction Cath - 14 Fr
- 1 Suction Cath - 16 Fr
- 1 Suction Cath - 18 Fr
- 1 OPA Size 7
- 1 OPA Size 8
- 1 OPA Size 9
- 1 OPA Size 10
- 1 OPA Size 11
- 1 OPA Size 12
- 1 NPA - 20Fr
- 1 NPA - 22Fr
- 1 NPA - 24Fr
- 1 NPA - 26Fr
- 1 Adult BVM
- 1 O2 Wrench
- 1 "D" Cylinder

PEDIATRIC

MAIN BOTTOM

- 1 Larynoscope Handle - Pediatric
- 1 Magill Forceps - Pediatric
- 1 OB Kit
- 1 MILLER Blade 1
- 1 MILLER Blade 2
- 1 MAC Blade 2
- 1 OPA - Size 5
- 1 OPA - Size 6
- 1 Suction Cath - 6 Fr
- 1 Suction Cath - 8 Fr
- 1 Suction Cath - 10 Fr

MAIN TOP

- 1 Broselow Tape
- 2 Stopcock 3 Way
- 2 1cc Syringe
- 2 TwinPak
- 2 Lubricating Jelly
- 1 I-Gel, Neonate Size 1
- 1 I-Gel, Infant Size 1.5
- 1 I-Gel Pediatric Size 2
- 1 I-Gel, Size 2.5
- 1 Pediatric Nasal Cannula
- 1 Pediatric Non-Rebreather Mask

TOP POCKET

- 1 BP Cuff - Infant
- 1 BP Cuff - Child
- 1 Infant BVM
- 1 Pediatric BVM

GLUCOMETER KIT

- 10 Glucose Test Strips
- 5 Lancets
- 10 4x4 Non-Sterile Gauze
- 10 Bandaids

1 NPA - 28Fr
1 NPA - 30Fr
1 NPA - 32Fr
1 NPA - 34Fr
1 NPA - 36Fr
2 10cc Syringe
8 Lubricating Jelly
1 MILLER Blade 3
1 MAC Blade 3
2 MAC Blade 4
1 Laryngoscope Handle - Adult
1 Magill Forceps Adult

MAIN POCKET

2 AirTraq Size 2
2 AirTraq Size 3
3 Adenosine 6mg Vial
2 Albuterol
3 Amiodarone Vial
1 Atropine MDV
1 Atropine Sulfate PFS
1 Calcium Chloride PFS
2 Diphenhydramine 50mg Vial
1 Epinephrine AMP
5 Epinephrine PFS
1 Tranexamic Acid 100mg/10ml
1 Glucagon Kit
2 Ipratropium Bromide 0.02% 0.5mg/2.5ml
3 IV Admin Set
1 IV Solution, Sodium Chloride 0.9% 100ml Bag
1 Acetaminophen 10mg/mL
1 Dextrose 10%
1 Ketorolac
2 MAD (Mucosal Automization Device)
2 Naloxone (Narcan)
1 Nitro Tablets
2 Ondansetron Vial
2 Ondansetron Tab
1 Sodium Bicarb 8.4% PFS
1 Oral Glucose
2 14g IV Needle
10 Alcohol Prep Pad
1 Glucometer

IV KIT

2 14g IV Needle
2 16g IV Needle
2 18g IV Needle
2 20g IV Needle
2 22g IV Needle
2 24g IV Needle
5 Tegaderm
1 COBAN
1 Transpore Tape
10 4x4 Non-Sterile Gauze
10 Alcohol Prep Pad
6 Saline Flush 0.9%, 10ml
6 Saline Lock
2 22g Safety Needle
2 25g Safety Needle
4 Twinpak
8 Tourniquet

2	16g IV Needle
2	18g IV Needle
2	20g IV Needle
2	22g IV Needle
2	24g IV Needle
2	25g Safety Needle
2	Saline Flush 0.9%, 10ml
2	Saline Lock
2	Tegaderm
4	Tourniquet
1	Transpore Tape
10	Alcohol Prep Pad
2	1cc Syringe
2	3cc Syringe
4	5cc Syringe
1	Sharps Shuttle
1	Stopcock 3 Way
2	Filter Straw
6	TwinPak

VER. 06.11.2024

CABINET 8

10 Electrodes - 4 Pack
10 Electrodes - 6 Pack
5 Electrodes - Pediatric Pack
3 Suction Tubing
3 Yankauer
3 Moldex N95 Extra Small
3 Moldex N95 Small
3 Moldex N95 Medium
3 Moldex N95 Large
2 Surgical Gown
2 Safety Goggles
1 Quick Combo - Adult(LP12)
1 Quick Combo - Pediatric(LP12)
2 LIFEPACK Chart Paper

CSPINE BAG

3 Adult C-Collar
2 Pediatric C-Collar
2 Head Bed
1 Spider Strap
1 Soft Cervical Collar
1 Zonas Tape 3 inch

IV BAG TRAY

5 IV Bag - 1000ml
2 IV Solution, Sodium Chloride 0.9% 100ml Bag
7 IV Admin Set

PORTABLE SUCTION

1 Yankauer
1 Suction Tubing
1 Suction Canister w/ Lid

FRONT CAB

1 Fuel Card
1 CHP Permit
1 DMV Registration

1 IPAD/MDC w/ Mapping
1 Phone and Phone Charger
1 Insurance Cert
1 Gloves - Small
1 Gloves - Medium
1 Gloves - Large
1 Gloves - Extra Large
1 Sani - Hands Wipes (Blue tops)
2 Safety Glasses/Goggles
2 Yellow Vests

PAPERWORK FOLDER

10 Billing Forms
10 PCR Forms
5 ICS 214 Forms
5 Zoll Logs
5 AMA Forms

ACTION AREA

1 Suction Tubing
1 Yankauer
1 Suction Canister w/ Lid
1 Oxygen Wrench
1 Oxygen Tree
1 Narc Box

BENCH SEAT - LEFT SIDE

3 Suction Canister w/ Lid
3 Suction Tubing
3 Yankauer
3 Teddy Bears
10 Biohazard Bags
1 Urinal
1 Bed Pan

WIRE BASKET

1 Thermometer w/ 20 Ear Caps
1 Glucometer Pack
4 Emesis Bags
5 Personal Belonging Bags

OUTER REAR COMPARTMENT - RIGHT SIDE

2 Backboards Including Backboard Straps
1 Scoop Stretcher
1 Spider Strap

MAIN OXYGEN STORAGE

1 "M" Cylinder
2 "D" Cylinder
1 Broom

STAIR CHAIR AREA

1 Stair Chair

GLOVE HOLDERS - REAR BACK CAB WALL

1 Gloves - Small
1 Gloves - Medium
1 Gloves - Large
1 Gloves - Extra Large

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Signature

Certificate Holder: The law requires that you notify the EMS Authority of a name or address change within 30 days.

Employers: Always verify current license status through the California EMT Registry.

California Emergency Medical Services Authority
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670-6073

CALIFORNIA
PARAMEDIC
Matthew P Windrem



License #: P16776
Effective: 07/01/2022
Expiration: 06/30/2024
Status: Active

PARAMEDIC
ADVANCED LIFE SUPPORT ACCREDITATION

MATTHEW WINDREM

IS RECOGNIZED AS BEING LOCALLY ACCREDITED TO PRACTICE AS A PARAMEDIC IN THE COASTAL VALLEYS EMS REGION.

07/01/2022	P16776	06/30/2024
EFFECTIVE	ACCREDITATION NUMBER	EXPIRES

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B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: Alameda County Fair: Royal Ambulance Service, Steve Grau, President, 14472 Wicks Blvd., San Leandro, CA 94577, 877-995-6161

1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. See Attached

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: James DeVore, M.D. - (707) 484-5466

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Santa Rosa Memorial Hospital – 1165 Montgomery Drive, Santa Rosa, CA 95405, Emergency Room (707) 525-5207

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Stacey Lapham – Director of Racing; Isaac Gentry, Maintenance Superintendent, Sonoma County Fairgrounds

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): Self Insured through County of Sonoma – See Attached

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two (2) emergency medical technicians 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.

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ROYAL AMBULANCE

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

15.C EMERGENCY SERVICES

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

Sonoma County Fair Emergency Care and Medical Facilities

Sonoma County Fair, as well as all Racing Fairs, provides emergency care which provides for comprehensive medical care for jockeys, track staff and allied personnel. Emergency care focuses on immediate stabilizing, comfort and evacuation of injured racetrack personnel to appropriate hospital care facilities.

On-Track Staffing
One Advanced Life Support (ALS) Paramedic and one Emergency Medical Technician (EMT), from American Medical Response, are located in an on-track ambulance that follows at a safe distance from the horses racing during each race. This ambulance and crew are present whenever horses are on the track (during both racing and training hours) and are responsible for initiating basic life support measures, including immediate medical stabilization, care, and evacuation to medical care facilities.

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

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

Location of nearest Emergency Room Facility (Hospital) and Fire Department
Both the Emergency Room at Santa Rosa Memorial Hospital and Santa Rosa Fire Department are located less than 3 miles away from the Fairgrounds.

Physical Resources
Redundant communications services are provided to ensure constant contact between all emergency care personnel. Two-way radio networks are established within the racing operations as well as fair emergency operations. All key emergency care personnel also carry cell phones and each is provided a laminated card containing all contact numbers.

Ambulance
See the following List of Supplies and Equipment

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Equine First Aid

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

15F - EMERGENCY SERVICES

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Emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:

(English) Sonoma County Fair Racing Accident Procedures

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

Track Ambulance

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

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.

2. A member of the track security staff shall proceed to the Ambulance Gate to secure the area to allow swift and secure exit by the ambulance and prevent visitation from bystanders to the accident area.

3. A member of the track security staff shall be responsible for escorting emergency vehicles.

4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff / Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses and property.

2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.

3. The Track Veterinarian shall make the decision as to the necessity of euthanasia on the track.

4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.

5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person and/or horse from the track

Fair Association Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.

2. Members of the Fair Association staff who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc.) enabling them to take the necessary steps to mitigate additional problems.

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Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.

2. An additional member of the management team should report to the video department in order to monitor the scene and access the extent of video coverage to be transmitted to the public.

3. A member of the management team should provide input as to announcements to be made by the track announcer.

4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family member of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.

5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

All Department Heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

SECTION 15.F ATTACHMENT

Emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey (Spanish):

Procedimiento en caso de Accidente en Sonoma County Fair

De ocurir un accidente en el hipodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siempre que sea necessario para tratar a la(s) victima(s).

Seguridad

1. Tan pronto como sea possible, un miembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsable del lugar del accidente. El miembro de seguridad sera responsable de mantener a los transeuntes fuera del lugar del accidente.

2. Un miembro del departamento de seguridad del hipodromo se acercara a la puerta designada para ambulancia easguarar el area para que la ambulancia salga a la escenda del accidente y prevenir que transeuntes y personas ajenas se acerquen.

3. Un miembro de seguridad del hipodromo sera responsable de escoltar a los vehiculos de emergencia.

4. Los miembros de seguridad seran responsable de controlar a la multitud.

Personal de Carreras / Veterinario del Hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta debera sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.

2. Los caballos muy mal heridos deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea possible hacerlo de esa manera.

3. El Veterinario del Hipodromo debera decider si se sacrifica al caballo en la pista.

4. Sea possible hacerlo, se debe colocar la pantalla/screen para tapa la vista al publico, antes de iniciar el procedimiento de sacrificio del animal.

5. Los Outriders son responsables de remover cualquier desecho en la pista despues de que la persona o caballo accidentado haya sido trasladado del lugar.

Personal de la Feria / Fair Association Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.

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2. Los miembros del departamento de la feria que esten cerca del accidente deberan ayudar a tap lugar para que el publico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsable del lugar del accidente.

Locutor

El Locutor debera informar a los jinetes acerca de los detalles de la situacion (como la unbicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hipodromo. El gerente informara a los otros gerente sobre las lesiones sufridas.

2. Otro representante de la gerencia debera informar al departamento de video para monitorear la escena y ver la cobertura de video que sera transmitida al publico.

3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.

4. Un miembro de la gerencia sera responsable de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.

5. Todos los anuncios publicos y respuestas a la prensa las realiza unicamente el funcionario de gerencia de alto nivel que se encurentre disponible en ese momento.

Todos los Jefes de Departamento

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.

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SANTA ROSA
WINE COUNTRY RACING

June 4, 2024

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

Re: Request for exemption to the 45-day provision of Rule 1927

Dear Mr. Chaney,

The Sonoma County Fair fire inspection was conducted on April 30, 2024, resulting in a written clearance. We respectfully request a 45-day exemption from the standards of CHRB Rule 1927, as the Sonoma County Fair will be complying with all local fire requirements and safety standards during the 2024 racing season.

Thank you for your assistance and consideration.

Sincerely,

Rebecca Bartling, CEO
Sonoma County Fair/Wine Country Racing

1350 Bennett Valley Road, Santa Rosa, CA 95404
p: (707) 545-4200 · f: (707) 573-9342
sonomacountyfair.com

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SANTA ROSA
FIRE

June 3, 2024

Isaac Gentry
Sonoma County Fairgrounds
1350 Bennett Valley Rd.
Santa Rosa, CA 95404

FIRE DEPARTMENT CLEARANCE- 1350 BENNETT VALLEY ROAD

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

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

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

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

If you should have any questions, please contact me at (707) 543-3546 or by email to dgambonini@srcity.org

Sincerely,

Devon Gambonini
Fire Inspector

Cc: Paul Lowenthal, Fire Marshal

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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

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Fiscal Year 23/24	**CERTIFICATE OF SELF-INSURANCE**	Issue Date May 1, 2024

COVERED ENTITIES:

County of Sonoma
Sonoma County Agriculture Preservation and Open Space District
Sonoma County Community Development Commission
Sonoma County Fair and Exposition, Inc.
Sonoma County Water Agency

575 ADMINISTRATION DR., 116-C
SANTA ROSA, CA 95403-2881

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERED ENTITIES AND THE CERTIFICATE HOLDER.

COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
General Liability	July 1, 2023	July 1, 2024	$1,000,000 per occurrence, no aggregate; self-insured
Automobile Liability	July 1, 2023	July 1, 2024	$1,000,000 per occurrence; self-insured
Workers' Compensation	July 1, 2023	July 1, 2024	Statutory Limits: $300,000 permissibly self-insured; excess coverage through Public Risk Innovation, Solutions and Management
Public Officials Errors and Omissions Liability	July 1, 2023	July 1, 2024	$1,000,000 per wrongful act; no aggregate; self-insured
Property	March 31, 2024	March 31, 2025	Replacement cost value

Description of Operations/Locations/Vehicles/Special Items:

As Respects 2024 Sonoma County Fair Horse Racing - August 2 through August 18, 2024

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

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

Certificate Holder

California Horse Racing Board (CHRB)
1100 Hurley Way, Suite 300
Sacramento, CA 95825

AUTHORIZED REPRESENTATIVE

Janell Crane

County of Sonoma Risk Manager
575 Administration Drive, Suite 116C
Santa Rosa, CA 95403

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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: OVG (formerly Spectra), 4501 Pleasanton Avenue, Pleasanton, CA, 94566; Winners Circle Photography, Bill Vassar, 5075 Double Point Way, Discovery Bay, CA, 94514; United/Puett Starting Gate, Chris Costello, 224 Tater Hill Road, East Haddam, CT, 06423

B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting: Exceeds $330,000
Promotional/Marketing budget for prior race meeting: Exceeds $330,000

C. Number of hosts and hostesses employed for meeting: Upstairs Grandstand Upper Level Guest Information Booth; wait service in Trackside Dining areas. In addition: 25 Ushers, 6 Guest Service Attendants and 5 Self-Service Betting Machine Attendants.

D. Describe facilities set aside for new fans. Promotion of race coupons, vouchers, and other Wine Country Racing souvenirs to encourage fairgoer to go to the races during their fair visit. Promotion associates in the Grandstands assisting fans and first time bettors, including incentives/training for use of betting machines.VIP Experience offered to businesses or companies with over 50 guests. Includes hospitality area, meal and beverage service. Free daily racing seminar each fair day (more than 20 years continuously running). The Seminar is hosted by industry professionals and features daily high profile guests. Prizes and tips are given throughout the one hour seminar. Returning promotions and information services area providing novice fan information and wagering assistance. A $2 betting voucher is offered to first time bettors making their bets in this area. Wine Country Hat Day at the Races - To be held on Saturday, August 10th. The Wine Country Hat Day ticket includes gate admission, grandstand seating, race program, hat competition, and refreshments with a named race and group photo taken in the Paddock. Proceeds benefit a non-profit. Derby Dog Dash Derby will be offered on Sundays. This encourages fairgoers who may not have considered going to the races to be in the grandstands and experience the racing program. Be sure to stop by the Sierra Nevada Taproom, located in Showcase Cafe near the Wine Country Racing grandstands. Take a break at the pub featuring local craft beer and Live Sporting Action and Wagering. Pull up a stool at our bar or relax in our Sonoma Chic Lounge & Sports Theater, featuring live music and major sporting events. Stop by and enjoy indoor and outdoor dining areas, large screen TV's and specialty beers. Also, enjoy food from a local food purveyor! Trackside & Paddock View Dining Experiences are available in the grandstand and offer both group and single table options to our patrons. Trackside dining may be purchased in tables of four and is located on the North side of the grandstand box seat area. There are two Paddock View sections that are designed to accommodate groups of up to 26 patrons each. Both venues have been very popular and continue to bring new racing fans to Wine Country Racing.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Continued improvements have been added to the horsemen's trailer park including the addition of a dog park and upgraded restrooms to meet ADA standards. Ongoing annual

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maintenance of all barns. Trees in all racing areas of fairgrounds have been trimmed and manicured for safety purposes.

2. Fans Ongoing enhancements to the Winners' Circle, finish line, and paddock area will continue to be implemented. ADA compliant wagering areas are offered throughout the grandstand for self service terminals and teller counters. All grandstand restrooms have been upgraded to meet ADA standards. Enhancements to grandstand designated box areas for trackside and paddock dining experiences.

3. Facilities in the restricted areas Duralock safety rail has been added to inside of turf track. Continue to extend the fairgrounds recycling program into the restricted racing areas. Ongoing maintenance and improvements in the barn/restricted area including new electrical wiring and repairs to roadways, barns, and gutters.

18. SCHEDULE OF CHARGES

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

Admission (general)	Fair Admission: Adult: $20 Mon-Thur, $25 Fri-Sun/advanced sale $16; Child (7-12) $13 Mon-Thur, $15 Fri-Sun/advanced sale $13; Seniors Special (Fridays only): $1
Admission (clubhouse)	n/a
Reserved seating (general)	Box Seat $10/advanced sale $7; Preferred Grandstand $8/ advanced sale $5; Standard Grandstand $5/advanced sale $3.00
Reserved seating (clubhouse)	n/a
Parking (general)	$15.00
Parking (preferred)	n/a
Parking (valet)	n/a
Programs (on-track)	$3.00
(off-track)	$3.00

B. Describe any "Season Boxes" or other special accommodation fees. Lower box seats $132/seat season, Upper box seats $108/seat season. Finish Line Seating (apron tables): advance sale $10.00/once fair starts $15.00. Trackside Dining: advance sale $15 per seat/once fair starts $17 per seat - tables of 4. Paddock View Dining: $676 – Reserved seating section for up to 26. Includes fair admissions and racing programs for the entire group.

C. Describe any "package" plans such as combined parking, admission, and program. Season Admission Pass – Pre-sale Price $50 for all 11 days of fair admission ($220 value) Family Pack– Pre-sale Price $61, Includes: 3 Adult Admissions, 2 Kids Admissions, 1 Parking ($35 discount)

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters.

☒ Corners (lockers and cubicles) How many 40

☒ Showers	☒ Steam room, sauna, or steam cabinets	☒ Lounge area
☒ Masseur	☒ Food/beverage service	☒ Certified platform scale

B. Describe the quarters to be used for female jockeys. Separate area containing a dressing room, lounge area, sauna, showers, restroom, lockers, and bunks.

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20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) .

B. Number of rooms used for housing on the backstretch of the racetrack: 114

C. Number of restrooms available on the backstretch of the racetrack: Total of 14 urinals, 20 toilets, 20 sinks, and 27 showers.

D. Estimated ratio of restrooms to the number of backstretch personnel: 1:25

21. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,143.9 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Dirt: 6% organic, 16% silt & clay; Turf Course: Tall Fescue

C. The percent of cross slope in the straightaways is: 3% Main Track; 2% Turf Course
The percent of cross slope in the center of the turns is: 5 1/2% Main Track; 6% Turf Course

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Inner rail is aluminum wrap gooseneck posts covered by rubber and thermoplastic, Outer rail is steel posts and steel rail.Approximate height is 40 inches. Turf Track: Inner rail is PVC safety rail by Duralock. Outer rail is aluminum rail on gooseneck posts permanently mounted.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Stacey Lapham

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

22. DECLARATIONS

A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No Exceptions

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

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

D. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No Exceptions

E. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair, except as follows (if no exceptions, so state): No Exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

23. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

X

Rebecca Bartling
CEO

Rebecca Bartling	CEO	5/2/2024
Print Name	Print Title	Date

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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.

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X

Rebecca Bartling
CEO

Rebecca Bartling	CEO	5/2/2024
Print Name	Print Title	Date

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3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement) is entered into as of May 20, 2024 (the "Effective Date") by and between the Sonoma County Fair and Exposition, Inc. ("SCF"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT"), (and each individually a "Party" and collectively the "Parties").

Recitals

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement describe SCF's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

Agreement

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, SCF, TOC, and CTT to hereby agree as follows:

1. Term. This Agreement shall take effect on July 31, 2024 and shall continue through August 20, 2024 (the "Term").

2. Cost to Horsemen. The owner shall pay to SCF (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to SCF. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit to SCF. SCF may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

3. Number of Veterinarians and Technicians. SCF shall initially hire two (2) furosemide veterinarians to administer the race day furosemide. If SCF decides, after consultation with the TOC and CTT, that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, SCF shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

a. By way of this Agreement, each individual Thoroughbred owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are herby incorporated into this Agreement.

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2024
Race Meet Agreement

BETWEEN

SONOMA COUNTY FAIR & EXPOSITION, INC.

AND

THOROUGHBRED OWNERS OF CALIFORNIA

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2024 RACE MEET AGREEMENT

SONOMA COUNTY FAIR & EXPOSITION, INC.

AGREEMENT

THIS AGREEMENT is entered into between the Sonoma County Fair & Exposition, Inc, a Non-Profit Corporation, (SCF), herein referred to as "TRACK" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

I.
TERM

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACK under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2024.

II.
STATUS OF THE PARTIES

2.1 TRACK is a county fair organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred race horses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III.
DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

3.1 TRACK, and TOC acknowledge and agree that disbursements made by TRACK to TOC and California Thoroughbred Trainers, Inc. (“CTT”), and to the horse owners in the form of

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purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACK agrees that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds for the California Thoroughbred Horsemen's Foundation, Inc.; and, 1% for a pension program for backstretch personnel to be administered by CTT.

3.3 TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meet, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and, further, shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

Track further agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and TOC shall be ultimately responsible for the re-collection of such distributed amount; provided further that if Track is unsuccessful in recollecting the amount TOC shall be liable for the amount redistributed to the new winner(s).

TRACK agrees to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of the 2024 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster Account by the sixtieth (60^{th}) day after the close of the 2024 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120^{th}) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse monies generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACK agrees to

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pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster Account by the 60th (sixtieth) day after the close of the 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 2024 Meet, TRACK agrees to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations, and pay the difference owed from the prior estimated payment.

IV.
AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACK and that TOC shall continue as such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK'S 2024 Meet and shall not file or participate in any action, claim or proceeding to seek the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of TRACK's violation of 4.3 above, TRACK or TOC, as the case may be, may give at least forty-eight (48) hours' written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

(a) The submission of such claim to the CHRB for resolution; or,

(b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including money damages, specific performance, and/or injunctive relief.

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V.
RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 20% of the total purse distribution shall be paid as stakes.

(b) Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as scheduled or overnight stakes events, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC. The 2024 Stakes Schedule is included for reference in Attachment A. For all stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

(c) In 2024, TRACK will on or before 90 days prior to the opening of their scheduled race meet, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise, the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule are approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated in Attachment B. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

A schedule of types and conditions for all overnight races to be run by TRACK during the

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2024 Meet is attached hereto as Attachment B. TRACK shall not schedule any different type of race, provide for different conditions, or changes purses from that provided in Attachment B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

5.4 Track shall use a "date" system for entry preference consistent with other California tracks and as agreed by TOC

5.5 The parties agree that races for the amount of $2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at TRACK.

5.6 (a) Maiden races shall not be written for a claiming price of less than $5,000 for all racing fairs. Claiming races shall not be written for a claiming price of less than $2,500.

(b) Racing Secretary will, if horse inventory permits offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than six (6) separate wagering interests with at least three (3) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receives the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same

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number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.

5.7. Purses for all races run at the $10,000 level and below during the 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 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.

5.8. A "Participation Purse" in the amount of $450.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

5.9 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

VI.
CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACK as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an

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open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

Furthermore, TRACK and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meet, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. TRACK shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

VII.
MUTUAL COOPERATION

7.1 (a) TRACK, and TOC represent and agree with each other that they are mutually interested in the continuance, maintenance, and improvement of thoroughbred racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any differences of opinion between them with respect to the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

Such matters include, but are not limited to, parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster, and retain public goodwill toward thoroughbred racing by conducting racing at TRACK on the highest possible plane, and to maintain the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement that requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, and postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII.
STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACK shall provide stalls for thoroughbred horses at Santa Rosa in an amount as required pursuant to its license to conduct a race meet.

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8.2 In the event that stalls at an off-site location (i.e. a location other than Santa Rosa) are required for TRACK to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment C hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by TRACK. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) Horses whose condition or fitness will not permit them to race during the meeting shall vacate the premises within 48 hours. A failure, upon demand, to vacate the premises will result in a stall rental charge of $50.00 per day such horse remains on the premises.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with TRACK are delinquent.

8.5 A Horsemen-Management Committee may be created, composed of such members

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of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACK. All matters concerning problems of the Horsemen with the TRACK, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to an agreement by shareholders of NCOTWInc, TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights.

8.7 Intentionally Omitted.

8.8 TRACK agrees to make the stalls, barn area and race track at Santa Rosa available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACK agrees that the main track at Santa Rosa will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACK'S 2024 Meet.

8.9 It is the intent of TRACK and TOC that the main track at Santa Rosa will be maintained in a good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK or management of Santa Rosa has notified TOC) and be available for training six (6) days a week on each day horses are stabled at Track and Track is scheduled to be open for training.

8.10 At all times during the Term that the main track at Santa Rosa is scheduled to be open for training, Santa Rosa will cause the main track to be open for training at 6:00 A.M. (roof lights when necessary), and to remain open until 10:00 A.M. six (6) days a week.

8.11 TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 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 the right of reimbursement from TOC, the individual owners, and/or their trainers.

8.12 The following are the workout criteria that will be in effect for the 2024 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2024

8.13 3 Meet are as follows:

a) Two year olds:
   i) First time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
   ii) First time starters in races six furlongs or over: three works, one of

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which is at least five-eighths mile and a gate OK.

b) Three year olds and up:
   i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
   ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval;
   iii) Non-starters for:
      a) 30 days: one work at least three-eighths mile within those 30 days;
      b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
      c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.

c) Horses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two-year olds running less than five-eighths of a mile, who will be required to work race distance.

d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.

e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Santa Rosa enclosure during the 2024 Meet, except as expressly authorized by the management of Santa Rosa and in accordance with any applicable CHRB rule. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2024 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK or management of Santa Rosa. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also-eligible list containing up to four (4) horses however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8.15. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:00 a.m. on the day of entry, and thereafter shall only be made by

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the horse's owner, his/her authorized agent, or the trainer.

8.16. TOC signage shall be on the same terms and conditions as for any other race meet conducted at Santa Rosa.

8.17. TRACK agrees that should they decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third-parties. TRACK and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

IX.
PURSE AND STAKES SCHEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES

9.1 TRACK shall contact the TOC immediately when TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACK shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 If at the close of its meet TRACK shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the overpayment may be deducted from the purse funds received during the next racing meeting conducted by TRACK, or carried 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 As of April 30, 2024, the Sonoma County Fair purse account was overpaid by $482,793 as a result of prior years' activities.

9.3 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than $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 race meet as mutually agreed by TRACK 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

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to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.4 TRACK shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

X.
FORCE MAJEURE

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACK pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACK pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACK or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACK or TOC.

10.3 Due to the pandemic caused by the virus SARS-CoV-2, TRACK cannot, and expressly does not, guarantee that TRACK'S 2024 Meet will be permitted to be conducted. TRACK will follow any governmental authority directing the cessation of racing.

XI.
SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

11.1 TRACK shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 On every racing day a cafeteria located on the backstretch of Santa Rosa will be open for the patronage and convenience of owners, trainers and backstretch personnel. The cafeteria shall remain open from 5:00 A.M. to at least 6:00 P.M. on every regular race day with early afternoon post times. Periodic closing for cleaning will apply on all days. The aforementioned food service will be provided during days on which racing is not conducted from 5:00 A.M. to 1:00 P.M.

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XII.
FACILITIES FOR TOC REPRESENTATIVES

12.1 TOC shall be entitled to continue to use its current office space at Golden Gate Fields on the same terms and conditions as any other race meet that is conducted at Golden Gate Fields.

12.2 TOC shall pay to TRACK such amount of reasonable out-of-pocket expense as TRACK shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACK at the request of TOC, if such expenses are customarily paid by the TOC for any other race meet that is conducted at Golden Gate Fields.

XIII.
OWNERS' PROPRIETARY RIGHTS AND BENEFITS

13.1 TRACK agrees that should it desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g. the sale of merchandise bearing the name or likeness of a horse, TRACK shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

13.2 TRACK acknowledges that, in the context of simulcasting, televising, and the re-broadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners' organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACK'S 2024 Meet, consents to TRACK'S use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 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 receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use.

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13.4 TRACK and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole.

Accordingly, TRACK shall pay to purses or TOC the following: An amount equal to at least one-half (50%) of the net compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by TRACK and TOC.

13.5 TOC, on behalf of all owners participating in TRACK'S 2024 Meet further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.6 If and when allowed by government regulations, TRACK agrees to the following Owner Benefits to all owners who possess a current and valid CHRB owner's license:

1. Free Parking in a designated area at Santa Rosa.
2. Clubhouse or equivalent admission for owner plus one guest each race day.
3. Minimum of four passes per owner or partner with an "in-today" horse.
4. Reserved seating for owners with a horse in a stakes race plus as many passes as TRACK'S Racing Secretary or Director of Racing may deem reasonable for guests.

XIV.
INTERSTATE SIMULCASTING OF RACES

14.1 TRACK desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACK desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain the written consent from TOC to any

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proposed contract or agreement with any out of state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Attachment E. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XV.
INTRASTATE SIMULCASTING OF RACES

15.1 TRACK may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACK may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACK shall first obtain the written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACK.

15.3 TRACK may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance

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with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACK shall first obtain the written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast facility unless some other distribution is agreed upon by TOC and TRACK.

XVI.
INTERNATIONAL SIMULCASTING

16.1 TRACK has requested the consent of TOC to the international simulcast of its races as listed on Attachment D. TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

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

TRACK and TOC understand that TRACK may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to the same or other foreign satellite locations. TRACK and TOC agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and TOC. Any amendment must comply with the provisions outlined in Article XXIV.

XVII.
INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 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 in 29.a. above on, at a minimum, the following requirements being satisfied for each ADW:

i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.

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ii. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

iii. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

B. Providers shall be required to provide an end of meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be "agreed-upon procedures audits," which include, but are not limited to:

I. Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen's organization, and provide to CHRIMS prior to the opening of each California race meet;

II. For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen's organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

III. Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

IV. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted "TRA Data File" and the TRA Account Wagering

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File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, Provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

V. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

v. Remit to CHRIMS a monthly data fee of $2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. Said data fee paid by Provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of Provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XVIII.
FIRE AND DISASTER INSURANCE

18.1 The fire and disaster insurance policy is attached as Exhibit F. TRACK shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit F shall be credited as an offset to the liability of TRACK, if any. TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit F terminate during the Term. Additionally, if no policy is attached as Exhibit F upon execution of this Agreement, TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

18.2 The obtaining of a fire and disaster policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrences attributable to TRACK.

18.3 The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner or trainer from TRACK.

XIX.
MISCELLANEOUS

19.1 No Discrimination: No party to this agreement shall discriminate against the other

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party due to membership in TOC, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

19.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

19.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a writing signed by all parties.

19.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

19.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

19.6 Inconsistent Language: When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

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

(a) If to TRACK, at their address set forth here; Rebecca Bartling, CEO Sonoma County Fairgrounds, 1350 Bennett Valley Road, Santa Rosa, CA 95404

(b) If to TOC, to Bill Nader, President, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

19.8 TRACK'S Management of Race Meet: Subject only to this agreement and applicable law, the management of TRACK'S premises and the conduct of the race meet is the sole prerogative of TRACK.

19.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACK'S daily racing program and ending with the last race of TRACK'S daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACK together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted. TOC contends that Daily Fantasy Sports is a form of wagering

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and should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at TRACK. TRACK and TOC agree that 50% of any revenue generated from Daily Fantasy Sports Contests will be distributed to the purse account.

19.10 Modifications: This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf which is not embodied in this Agreement and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

19.11 Interpretation: This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

SONOMA COUNTY FAIR

Dated: June 18, 2024

Rebecca Bartling, CEO

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: 6/18/2024

DocuSigned by:
William A. Nader
20CE9094162E418...

William A. Nader, President & CEO

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ATTACHMENT A
Stakes Schedule, Overnight and Guaranteed Stakes

2024 Sonoma County Fair Proposed Stakes Schedule
Wine Country Stakes Series

Sonoma County Fair Date	Name	Condition	Distance	Purse	Type	2023
Saturday, August 3, 2024	Luther Burbank Stakes	3 yr & up F&M	One and 1/16 Miles TURF	$75,000 guaranteed	Overnight	9 Starters
Saturday, August 10, 2024	Robert Dupret Derby	3 year olds	One and 1/16 Miles TURF	$75,000 guaranteed	Overnight	8 Starters

2023	2024
2 Stakes Offered	2 Stakes Offered
2 Overnight Stakes @ 75K each	2 Overnight Stakes @ 75K each

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ATTACHMENT B
PURSE SCHEDULE

2024 SCF PURSES & CATEGORIES				
Category	Claiming	Condition	2023	2024
Allowance		Open or Cond	40,000	35,000
Allowance		NW x 1	27,000	26,000
Alw/Opt Claiming	$25,000/$32,000	NW x 1	27,000	26,000
Alw/Opt Claiming	$62,500 or $50,000	NW x 2	28,000	27,000
Alw/Opt Claiming	$80,000	NW x 3	30,000	28,000
Claming	$2,000	Open or Date		
Claiming	$2,500	Open or Date	10,000	10,000
Claiming	$3,200	NWX2/Clause	12,000	11,000
Claiming	$3,200	Open or Date	12,000	11,000
Claiming	$4,000	NW2/Lifetime	12,000	11,000
Claiming	$4,000	NW3/Lifetime	12,000	11,000
Claiming	$4,000	NW4 or Date	13,000	11,500
Claiming	$4,000	Open or Date	13,000	12,000
Claiming	$5,000	NW2/Lifetime	12,500	11,500
Claiming	$5,000	NW3/Lifetime	12,500	11,500
Claiming	$5,000	NW4 or Date	13,500	12,500
Claiming	$5,000	NWX2/Clause	13,500	12,500
Claiming	$5,000	Open or Date	14,000	13,000
Claiming	$6,250	NW2/Lifetime	12,000	11,500
Claiming	$6,250	NW3/Lifetime	12,500	11,500
Claiming	$6,250	NW4 or Date	14,000	13,000
Claiming	$6,250	Open or Date	15,000	15,000
Claiming	$8,000	NW2/Lifetime	13,000	12,000
Claiming	$8,000	NW3/Lifetime	13,000	12,000
Claiming	$8,000	NW4 or Date	15,000	13,500
Claiming	$8,000	Nw2x/Clause	14,500	13,500
Claming	$8,000	Open or Date	15,000	14,000
Claiming	$10,000	NW2/Lifetime	14,000	13,000
Claiming	$10,000	NW3/Lifetime	14,000	13,000
Claiming	$10,000	Open or Date	17,000	16,000
Claiming	$12,500	NW2/Lifetime	14,000	13,000
Claiming	$12,500	NW3/Lifetime	14,000	13,000
Claiming	$12,500	Nw2x/Clause	16,000	15,000
Claiming	$12,500	Open or Date	18,000	17,000
Claiming	$16,000	NW2/Lifetime	15,000	14,000
Claiming	$16,000	NW3/Lifetime	15,000	14,000
Claiming	$16,000	Open or Date	20,000	19,000
Claiming	$20,000	NW3/Lifetime	16,000	16,000
Claiming	$20,000	Nw2x/Clause	20,000	19,000
Claiming	$20,000	Open or date	23,000	22,000
Claiming	$25,000	NW2/Lifetime	18,000	17,000
Claiming	$25,000	Open or Date	25,000	24,000
Claiming	$32,000	Open or Date	27,000	26,000
Claiming	$40,000	Open or Date	28,000	27,000
Claiming	$50,000	Open or Date	28,000	27,000
Claiming	$62,500	Open or Date	28,000	28,000
Claiming	$80,000	Open or Date	30,000	29,000
Claiming	$100,000	Open or Date		30,000
Maiden Claiming	$5,000		12,000	11,000
Maiden Claiming	$8,000		12,500	11,500
Maiden Claiming	$12,500		13,000	12,000
Maiden Claiming	$16,000		14,000	13,000
Maiden Claiming	$20,000		15,000	14,000
Maiden Claiming	$25,000		17,000	16,000
Maiden Claiming	$32,000		18,000	17,000
Maiden Claiming	$40,000		19,000	18,000
MDN ALW			26,000	25,000
Starter Allowance	2500			
Starter Allowance	$4,000		14,000	13,500
Starter Allowance	6250		15,000	14,500
Starter Allowance	8000		16,000	15,500
Starter Allowance	12500		18,000	17,500
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	20,000	19,000
Overnight Stakes			75,000	75,000
3yo Races will be written	* Purse equal to open race			
3yo or 3up NW 3				

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ATTACHMENT C
AUXILIARY TRAINING FACILITIES

Sonoma County Fair to provide Auxiliary Stabling agreement with CARF.

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ATTACHMENT D
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

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ATTACHMENT E

SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING ("ADW") RACES

To be provided.

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ATTACHMENT F
FIRE AND DISASTER INSURANCE

Attached hereto.

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2024 Race Meet Agreement

Between

Sonoma County Fair & Exposition, Inc.

And

California Thoroughbred Trainers

July 31, 2024 – August 20, 2024

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2024 Summer and Fall Race Meet Agreement
Sonoma County Fair & Exposition, Inc. & California Thoroughbred Trainers

This Agreement is entered into by and between Sonoma County Fair & Exposition, Inc. ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") for the purposes of the 2024 Race Meet.

RECITALS

A. 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.

B. California *Business and Professions Code* §19613.1 (b) states the trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and the California Horse Racing Board ("CHRB") 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.

D. 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, and 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

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Track and CTT (each a "Party", and collectively, the "Parties") hereby agree as follows:

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing July 31, 2024 through August 20, 2024 (the Term").

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2. Intentionally Omitted.

3. CTT Distributions.

a. Track shall pay to CTT during the Term 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-half percent (1/3%) 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 Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

b. 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.

c. 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 3. 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.

4. Intentionally Omitted.

5. Stall Applications. 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. The Stall Application Agreement used by Track is attached hereto as Exhibit A which is hereby incorporated into and made part of this Agreement. The Stall Application Agreement will be incorporated into and made part of the Stall Application. The acknowledgments and agreement included on the Stall Application which the trainer will initial or sign, as applicable, is attached hereto as Exhibit B which is hereby incorporated into and made part of this Agreement.

6. Stall Assignments.

a. Track shall make available at Track and approved auxiliary training

facilities during the Term, the amount of stalls 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.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

c. 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 each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet. 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 in the CTT.

d. Track shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) stalls 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. To the extent that Track allocates more than forty (40) stalls to any one trainer based on the foregoing, Track agrees to immediately notify CTT of the actual number of stalls that have been allocated to such trainer.

e. Track agrees that its stalls will be ready, available, and allocated, and the

main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training prior to each individual race meet during the Term at no charge to horsemen.

7. House Rules. Track has established, and may in the future establish, rules, regulations, and security procedures. Track shall consult with the CTT prior to Track adopting new rules, regulations, and security procedures, and shall reasonably consider any objections expressed by the CTT. Notwithstanding the consultation and consideration of any objections provided for in the previous sentence, Track shall be permitted, in its discretion, to adopt any such new rules, regulations, and security procedures. Any rules, regulations, or procedures so enacted shall be in addition to, and shall not supplant or conflict with, the rules and regulations of the CHRB or applicable California law, or the Horseracing Integrity and Safety Act of 2020.

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

i. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, as set forth in Section 6(c) shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

A. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

B. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

C. Trainer does not have the fitness or competence to train thoroughbred racehorses;

D. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

E. Trainer has committed serious, or repeated material meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols, rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

F. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

G. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

ii. Legal Standard. Track's decision must (A) be made in good faith; (B) supported by a fair or substantial reason; and (C) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

b. Process. If Track is considering taking Adverse Action against a trainer, Track shall follow the process set forth on Exhibit C which is attached to this Agreement and is hereby incorporated into and made part of this Agreement.

c. Arbitration. At the commencement of the Term, Track and CTT shall create a pre-approved list of four (4) Arbitrators to be used in Short-Term Exclusion Arbitration as set forth in Section 25(d)(iv)(B) of Exhibit A. The list of Arbitrators will be determined based on a striking and ranking process as follows:

i. Track and CTT will simultaneously exchange a list of five (5) proposed Arbitrators, for a total of ten (10).

ii. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

iii. A group of four (4) Arbitrator will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

9. Holding (Transit) Barn. Track agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run during the Term.

10. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

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11. 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 CHRB; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities.

a. Track shall at least sixty (60) days prior to each individual race meet which takes place during the Term, notify the CHRB 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.

b. 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 individual race meets which occurs during the Term. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

c. 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.

13. 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.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT's interest in assuring that horsemen will during the Term 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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. 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; provided, however, that such machines are fully insured and meet all applicable safety standards.

15. Credentials.

a. 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 during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Club House, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open at 6:00 a.m. (roof lights when necessary) and to remain open for training until 10:00 a.m. every day of the week. The Track will be available for training six (6) days a week. .

b. It is the intent of Track and CTT that the main track will be maintained by Track in a 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 six (6) days a week on each day horses are stabled at Track.

c. Notwithstanding subsections (a) and (b) above, upon seven (7) days' notice to CTT, Track may, in order to accommodate construction or other projects or activities: (i) cancel training for the day or (ii) limit the hours of training on such day.

d. 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 Term. On all days in which horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the main track, turf course or training track, or the entrance area to or from the main track, turf course or training track, 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.

e. Track agrees, while horses are stabled at Track during the Term to have a manned, operating starting gate for training on the main track.

f. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track, training track and turf course during the Term and while the main track, training track and turf course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, training track and turf course, surrounding roads, and the barn area in good and safe condition.

g. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially 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.

h. 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; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

i. 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.

j. 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.

17. Track Safety.

a. 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 the Term, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's track surfaces, including, without limitation, to the extent they exist material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations..

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. 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 track must be licensed by the CHRB before said individual enters the track. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Sonoma County Fair & Exposition, Inc. and the County of Sonoma and their 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 track. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

a. 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.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT.

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

20. CTT Covenants. During the Term, 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 meet which occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

21. Track Covenants. During the Term, 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 during the Term 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.

22. Mutuality.

a. 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.

b. 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.

c. 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 regard 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. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a trainer.

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d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

23. 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.

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in this Agreement, the language in this Agreement shall control.

25. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email.

If to Track:

Rebecca Bartling
Sonoma County Fair &
Exposition, Inc.
1350 Bennett Valley Rd,
Santa Rosa, CA 95404.
becky.bartling@sonoma-
county.org

With a copy to:

If to CTT:

Alan F. Balch
Executive Director
California Thoroughbred Trainers
P.O. Box 660039
Arcadia, CA 91006-0039
afbalch@gmail.com

26. Additional Terms.

a. 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.

b. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns.

c. 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.

d. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the other 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, in any other agreement between the Parties, or otherwise.

e. 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 and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or DocuSign (or other similar service), and the signatures thereon, shall be deemed valid executed originals of this Agreement.

f. 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.

g. 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 shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

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h. No Third-Party Beneficiaries, Reliance, or Enforcement. 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 or CTT. Except for Track and CTT, no party 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. Subject to and without in any way limiting the foregoing, a trainer duly licensed by the California Horse Racing Board who is subject to an Adverse Action (as defined in Section 8 hereof) shall be entitled to pursue the process set forth in Exhibit C of this Agreement provided that such trainer has fully executed and delivered to Track the Track's Stall Application in the form as shown in Exhibit B hereto prior to any such Adverse Action having been taken. In order to avoid any doubt, allowing a third party to bring its own breach of contract action against a contracting party, or to rely upon any of the provisions of this Agreement, other than to enforce an indemnification provision set forth in this Agreement or as set forth in the preceding sentence would be inconsistent with the objectives of the contract and the reasonable expectations of the contracting parties.

The Parties have executed this Agreement effective as of June 17, 2024.

Sonoma County Fair & Exposition, Inc.

By: _____

Name: Rebecca Bartling

Title: Chief Executive Officer

Date: June 17, 2024

California Thoroughbred Trainers, Inc.

By: _____

Name: Alan F. Balch

Title: Executive Director

Date: June 17, 2024

Sonoma County Fair & Exposition, Inc.
1350 Bennet Valley Road
Santa Rosa, CA 95404
Main: (707) 545-4200
Fax: (707) 573-9342

2024 Stall Application

GENERAL INFORMATION

Begins: Saturday, July 27, 2024
Ends: Monday, August 19, 2024
Stall Application Due:
Friday, July 12, 2024

- Do not ship horses to Sonoma County Fair & Exposition, Inc. until you have been notified that your stalls have been allocated and with a licensed trainer.
- Contact Randy Malmgren, Stable Superintendent prior to shipping at (916) 765-2845.
- Trainers owing money to the Association will receive no consideration.
- Out-of-state horsemen applying for stalls must have the latest Past Performance record of their horses accompanying this application and current Coggins before shipping to Sonoma County Fair & Exposition, Inc.
- Please see the Racing Office and the Condition Book for any additional applicable requirements, qualifications, requisites, or conditions.

Office Use Only	**Name of Horse**	Sex / Age	Latest Start, Date/ Track	Maiden, Claiming, or Allowance	Name of Registered Owners(s) As it Appears on Foal Certificate
	1.				
	2.				
	3.				
	4.				
	5.				
	6.				
	7.				
	8.				
	9.				
	10.				
	11.				
	12.				
	13.				
	14.				
	15.				
	16.				
	17.				
	18.				
	19.				
	20.				

No substitution of horses without prior written approval from Racing Secretary.

Trainer Must Sign and Initial the Reverse Side.

All information must be filled out completely.

Trainer _____ Home Phone _____ Cell Phone _____

Mailing Address _____ Email Address _____

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1. I acknowledge that the Sonoma County Fair & Exposition, Inc. Terms and Conditions of Stabling and Racing (the "Agreement") are available at Sonoma County Fair & Exposition, Inc.' racing office and available for download at https://sonomacountyfair.com/pages/information-for-horsemen _____ Initial

2. I acknowledge that I have received and fully read the Agreement. _____ Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____ Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____ Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision and a release of liability provision**. _____ Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Sonoma County Fair & Exposition, Inc. are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____ Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____ Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Sonoma County Fair & Exposition, Inc., I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application _____ Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on this Stall Application.

Signature:_____

Print Name:_____ Date:_____

_____
Workers' Compensation Insurance Carrier

_____
Workers' Compensation Insurance Policy Number

_____
Date of Expiration of Workers' Compensation Insurance Policy

_____
Address of Workers' Compensation Insurance Carrier

Exhibit B

SONOMA COUNTY FAIR & EXPOSITION, INC. TERMS AND CONDITIONS OF STABLING AND RACING ("AGREEMENT")

PLEASE NOTE: This Agreement, as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury and a release of liability provision (Section 15) and (2) an individual (with waiver of class action) arbitration agreement provision (Section 25). **PLEASE READ THE ENTIRETY OF SECTIONS 15 AND 25 CAREFULLY AS THESE SECTIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS**.

PLEASE NOTE: IF AWARDED STALLS, SUCH AWARD IS A REVOCABLE LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Sonoma County Fair & Exposition, Inc. ("SCF") to race and stable horses at Sonoma County Fair & Exposition, Inc. during the 2024 Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. SCF reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Action"); provided, however, SCF shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify SCF immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Sonoma County Fair & Exposition, Inc. and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

5. Trainer agrees to vacate any stalls assigned at Sonoma County Fair & Exposition, Inc., or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Sonoma County Fair & Exposition, Inc., or any approved auxiliary training facility, within three (3) days after being requested by SCF to do so; provided, however, that SCF's decision to exercise its rights under this Section shall be made in accordance with Exclusion Standard.

6. Trainer represents that Trainer has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board ("CHRB"), all conditions applicable to the Race Meet, and the rules of SCF which shall be published from time to time in the condition book(s), and Trainer agrees to be bound by and comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the CHRB and SCF.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all matters where Trainer is acting as an agent for such horse owners. All references herein to Trainer or to Trainer's horses, equipment, agents, or employees shall include said owners and their horses, equipment, agents, and employees as applicable.

8. Trainer shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to SCF within five (5) days of any change to the list. Trainer shall also submit a copy to the CHRB if required by CHRB rule.

9. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any CHRB rules, shall be decided by the Board of Stewards of the Race Meet or the CHRB. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.

10. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, or at other times when the conditions for the race specifically so state.

11. SCF reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. SCF reserves the right to divide the added money for any stake which is run in more than one division.

12. Horses claimed by, transferred to, or sold to, any person or stable which is not registered, and approved, for racing at Sonoma County Fair & Exposition, Inc. must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved in writing by SCF, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will SCF be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Sonoma County Fair & Exposition, Inc. while in assigned stalls, on any racing surface, or elsewhere on the premises**. Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Sonoma County Fair & Exposition, Inc., and agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by SCF, promptly calling to the attention of SCF in writing, any such hazardous condition.

14. Trainer agrees to properly supervise all of their employees, agents, invitees, and other persons known to them to be in the area assigned to them pursuant to the Stall Application, and hereby acknowledges that Trainer is responsible for the conduct of their employees, agents, and invitees. SCF has no obligation to remedy any condition on the premises which may be caused by the negligence of, or willful conduct of, any such employees, agents, or invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Trainer agrees to be responsible and pay SCF for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. SCF shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Trainer or Trainer's employee or agent shall notify SCF if the smoke detector's battery is low and needs to be replaced. SCF shall be responsible for making all necessary repairs or replacements to said smoke detectors. SCF shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk and Release of Liability.**

PLEASE READ SECTION 15 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Trainer acknowledges that participating in Thoroughbred horseracing and training and caring for and working with horses are inherently dangerous activities and knowingly, voluntarily, and expressly assumes all risks and dangers, known and unknown, associated with the foregoing. Trainer releases, waives, and covenants not to sue SCF and the County of Sonoma with respect to any and all claims, liabilities, losses, damages, or demands, known or unknown, that may arise in connection with, or relate in any way to, any such equine activity (collectively "Loss") to: (i) any horse owned, trained, or under the care of Trainer, Trainer's employees, or agents, while such horse is on the premises of Sonoma County Fair & Exposition, Inc.; (ii) Trainer or Trainer's employees, agents, or invitees while such person is on the premises of Sonoma County Fair & Exposition, Inc.; or (iii) which arose, directly or indirectly from training and racing activities while on the premises of Sonoma County Fair & Exposition, Inc., whether caused by the negligence (in any form other than gross negligence) of SCF or otherwise. The foregoing release of liability and covenant not to sue shall not apply if the Loss is caused by SCF's gross negligence or willful misconduct.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Sonoma County Fair & Exposition, Inc. to either a slaughterhouse or an auction house engaged in selling horses for slaughter**.

17. Trainer acknowledges that stalls occupied by horses shall not be padlocked at any time and agrees to act in conformity with this requirement. Additionally, Trainer acknowledges that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. SCF 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. SCF agrees to notify Trainer within 24 hours of any such entries.

19. In submitting this Stall Application for stalls or to otherwise participate in the Race Meet, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

20. **Trainer acknowledges that Trainer's stable personnel are employees of Trainer, and that no employment relationship exists between such stable personnel and SCF**. Trainer agrees that Trainer's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Trainer's sole cost and expense—since the employees are employees of Trainer and not SCF. Additionally, Trainer shall be responsible for complying with all OSHA regulations as they may pertain to Trainer's employees. Without limiting the generality of the preceding set forth in this Section, Trainer shall be responsible, at its sole cost and expense, for complying with all laws applicable to Trainer as the employer of Trainer's employees.

21. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the premises of Sonoma County Fair & Exposition, Inc. unless written consent is first obtained from SCF, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of SCF, the seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers, the sale will not lead to the horse subsequently being sent to a slaughter house or an auction house engaged in selling horses for slaughter, and the auction does not interfere with the orderly course of racing, training, or the business of SCF.

22. SCF shall provide to Trainer a copy of its Emergency Action Plan.

23. If horses accepted for racing at the Race Meet are assigned to another facility (other than Sonoma County Fair & Exposition, Inc.), then the provisions of this Agreement shall also apply to such other facility. However, Trainer shall be responsible for receiving the emergency action plan (or similar document)—if such other facility has an emergency action plan—applicable to that other facility from such other facility. Additionally, Trainer shall be required to comply with any other rules and conditions that such facility may have.

24. Exclusion Standard.

a. Bases for Exclusion. SCF's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, SCF may make an Adverse Action so long as SCF reasonably believes that:

i. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

ii. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of SCF protocols, rules, or regulations, provided such SCF protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

iii. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or SCF in a negative light; or

iv. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

b. Legal Standard. SCF's decision must: (i) be made in good faith; (ii) be supported by a fair or substantial reason; and (iii) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

25. Arbitration Agreement & Class Action Waiver.

PLEASE READ SECTION 25 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and SCF are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and SCF agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions ("Arbitration Agreement").

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND SCF AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the Trainer's submission of the Stall Application, (ii) any and all decisions made by SCF regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between SCF and Trainer, (vii) any claim by either SCF or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), **through binding individual arbitration** (the "Arbitration"), **which precludes Trainer or SCF, from bringing any class, collective, or representative action against SCF or multiple trainers, as applicable**.

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv):

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in Sonoma County by a single retired Federal or State Judge in the State of California. The same

Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator under applicable American Arbitration Association (AAA) rules.

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to AAA Commercial Arbitration Rules and Procedures and in accordance with the expedited procedures (the "AAA Rules") in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by SCF, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then SCF shall pay such fees in their entirety, and any amount of Arbitration fees that SCF paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per the AAA Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the AAA Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the AAA Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or SCF shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the AAA rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

viii. Order of Precedence. This Arbitration Agreement shall take precedence over the AAA Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by SCF regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with these General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'Short-Term Exclusion" or a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Sonoma County Fair & Exposition, Inc. for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A "Non-Short-Term Exclusion" is an exclusion from participating in racing in training at Sonoma County Fair & Exposition, Inc. which does not qualify as a "Short-Term Exclusion."

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. Burden of Proof. SCF shall have the initial burden to establish that (I) it had a reasonable belief that one or more specified grounds existed, (II) it acted in good faith, (III) it acted on the basis of a fair and substantial reason, (IV) it did not discriminate, and (V) the Adverse Action was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in SCF's Trainer Exclusion/Suspension Process, a copy of which is available in the SCF's racing office.

iii. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by AAA of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Action results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in superior court.

B. Selection of Arbitrator. Trainer shall notify SCF in writing that it wishes to formally challenge SCF's Adverse Action. Within two (2) business days of SCF's receipt of Trainer's notification, SCF and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre- approved list of four (4) Arbitrators which had been previously selected by SCF and the CTT.

C. Exchange of Documents; Discovery. SCF and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in accordance with the Exclusion Standard set forth in Section 24 above. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that SCF's Adverse Decision was not made in accordance with California law, the Arbitrator may order SCF to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by SCF, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then SCF shall pay such fees in their entirety, and any amount of Arbitration fees that SCF paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor SCF will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial**. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding**. The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

26. Additional Terms.

a. Governing 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 and any applicable federal law 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. Without limiting the effect of the Arbitration Agreement, each

party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in Sonoma County, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

c. Waiver; Remedies. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver by one party of a breach by the other 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, in any other agreement between the parties, or otherwise.

d. No Third-Party Beneficiary, Reliance, or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than SCF or Trainer. Except for SCF and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 25 of this Agreement shall survive the termination or expiration of this Agreement.

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Exhibit C

Trainer Exclusion/Suspension Process

The following process will be utilized by Track if Track is considering taking action, up to and including excluding Trainer from racing or training activities at Sonoma County Fairgrounds or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

a. Track will send the Trainer a letter (the "Letter") notifying the Trainer that Track is contemplating taking action against the Trainer. The Letter will state why Track is considering taking action against the Trainer and invite the Trainer (with a proposed time and date) to meet with Track to respond to the stated reasons for the potential action to be taken against Trainer (the "Meeting").

b. The Letter will also inform the Trainer that until a determination on whether to exclude the trainer has been made, the Trainer will not be permitted to enter any horses to race and shall not be permitted to "work" his or her horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control; the Trainer's horses may only gallop at such locations (*see* Section 7(b)). "Work" shall mean a horse engaging in exercise session near full speed, close to full speed, or at full speed, whether timed or untimed.

c. Track shall schedule the Meeting within five (5) days after the date of the Letter. However, at any time prior to the commencement of Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted, and the exclusion will not go into effect during that period; provided, however, that the Trainer may not race or "work" horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control (the horses may only gallop at such locations), as set forth in Section 1(b)

2. The Meeting.

a. The CTT will be invited to the Meeting.

b. At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting evidence and may bring witnesses to testify in the Trainer's defense. Track will place no limit on the amount of evidence or number of witnesses the Trainer can present at the Meeting (provided that the presentation is addressing that reasons stated in the Letter).

3. Decision After the Meeting.

a. After hearing the Trainer's defense(s) at the Meeting, Track will make its decision as to whether it will take action against the Trainer. Since the decision to take action against a Trainer is not one that Track takes lightly, Track will make its decision promptly.

b. Track will notify the Trainer of its decision in writing. The decision letter will include the length of the exclusion/suspension, which may be up to and including a lifetime exclusion.

4. Reconsideration Meeting.

a. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). If the Trainer wishes to request reconsideration, the Trainer must make the request to Track, in writing, within five (5) days of being notified by Track of its decision to take action against the Trainer. The exclusion/suspension will remain in effect until, at least, the rendering of a decision to the contrary, if at all. In other words, asking for the Reconsideration Meeting will not "stay" the exclusion.

b. The Reconsideration Meeting will be held within five (5) days of receipt of the request so that the Trainer can present any basis for the reconsideration. However, at any time prior to the commencement of Reconsideration Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Reconsideration Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted.

c. The Trainer can be represented by counsel at the Reconsideration Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Reconsideration Meeting.

d. The Trainer may present evidence at the Reconsideration Meeting that was not presented at the Meeting, provided that the Trainer can demonstrate that this new evidence could not, with reasonable diligence, have been presented at the Meeting.

5. Decision After Reconsideration Meeting.

a. After hearing the Trainer's defense at the Reconsideration Meeting, Track will make its decision promptly.

b. The individual making the reconsideration determination on behalf of Track will be different than the individual who made Track's initial decision to take action against the Trainer (the "Reviewing Decision Maker").

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next sentence. "Clearly erroneous" shall mean: "Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently."

6. Arbitration.

a. If Track does not rescind its decision to take action against the Trainer after the Reconsideration Meeting, and Trainer wishes to formally challenge Track's actions, the Trainer may file an arbitration claim against the Track. Binding arbitration is the sole method of bring any action/ causes of action against the Track.

b. Trainer must ask for the Reconsideration Meeting and must await Track's decision after the Reconsideration Meeting before the Trainer can file an arbitration proceeding.

c. Track's Terms and Conditions of Stabling and Racing contains information regarding filing an arbitration claim and how the arbitration will proceed.

7. Continued Occupancy of Stalls; Use of the Racing and Training Surfaces.

a. From the date of the Letter, the Trainer may continue to occupy any previously allocated stalls and appurtenant facilities until the Trainer is required to vacate pursuant to the following:

The Trainer will be required to vacate his or her stalls at the sooner of: (i) three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting provided that the Trainer had notice of the Meeting or Track used good faith efforts to provide the Trainer with the Letter but Track was not able to locate the Trainer (or the Trainer refused to accept the Letter); (ii) five (5) days after the Trainer received notice from Track that Track has considered the Trainer's defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting; (iii) three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision; and (iv) the date when all horses are required to have vacated their stalls (e.g., the end of the meet), or (v) twenty-one (21) days from the date of the Letter.

b. During such time that the Trainer occupies his or her allocated stalls and appurtenant facilities pursuant to Section 7(a), in order to protect the welfare and safety of these other participants since an injury to a horse can affect not only the horse but also the rider as well as other horses and riders on the track, from the date of the Letter until such time that a decision on has been made to not exclude the Trainer, the Trainer is prohibited from entering to race and from "working" horses at Track's racetrack or any auxiliary stabling facility which has common ownership with Track or any auxiliary facility under its control. The Trainer may walk their horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track's veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.

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5. TOC and CTT Covenants.

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the term of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred trainers take all steps necessary to comply with i) the terms of this Agreement and ii) all statues, laws, and regulations which are necessary for the Thoroughbred trainer to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by another Party be considered a waiver of any or all subsequent breaches by the breaching party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. SCF, TOC, and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule, or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third-Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than SCF, TOC, and CTT. Except for SCF, TOC, and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

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

Sonoma County Fair and Exposition, Inc.

By: _____

Name: Rebecca Bartling

Title: CEO

Thoroughbred Owners of California, Inc.

By: _____

Name: Willian Nader

Title: President & CEO

California Thoroughbred Trainers, Inc.

By: _____

Name: Alan. F. Balch

Title: Executive Director

Exhibit A

Sonoma County Fair Furosemide Protocol

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race at Sonoma County Fair shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Sonoma County Fair or have arrived at Sonoma County Fair no later than 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30

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am of race day. Notwithstanding the generality of the foregoing, if SCF personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. If applicable, as it relates to all horses that are entered to race on any given day and that are not stabled at Sonoma County Fair or have not arrived at Sonoma County Fair no later than 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if Sonoma County Fair personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Sonoma County Fair no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Sonoma County Fair, if the horse is not stabled at Sonoma County Fair, Sonoma County Fair security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

11. No furosemide will be administered to any two-year olds.

12. No furosemide will be administered to any entrant in a stakes race.

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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 verity 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 byall.

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 racenumber.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordination shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions.

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous

membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician if applicable, assist in identifying the horse through microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement.

**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide, shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

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a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administered race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

Agenda Item #4

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE CALIFORNIA EXPOSITION AND STATE FAIR, COMMENCING JULY 10, 2024, AND CONTINUING THROUGH JULY 30, 2024

Board Meeting
June 20, 2024

Application: California Exposition and State Fair

Breeds: Thoroughbred, Quarter Horse

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

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	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Alameda auxiliary site fire clearance valid through 03/21/25.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Agreement not needed as stabling is among only CARF fairs and no vanning.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Fire inspection completed on 06/04/24.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Backstretch inspection completed on 05/24/24.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Track safety inspection completed on 06/04/24.	Rule 1471(g)

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Workers' Compensation Insurance	☒ Accepted ☒ Follow-Up Required ☐ Outstanding	Workers' compensation coverage valid 07/01/23 to 07/01/24. Will be renewed in late June.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 05/15/24. **California Thoroughbred Trainers Association** – received 04/17/24. **Pacific Coast Quarter Horse Racing Association** – received 04/17/24.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	**Inclement Weather Policy** – received on 04/11/24. **Concussion Protocol Policy** – received on 04/11/24. **Track Emergency Procedures** – received on 05/13/24.	Rule 1432
Wagering Information	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	BPC 19604 & 19604(b)(1)(C)
Administrative Information	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Active Licenses Required Signatures	Rule 1481 Rules 1433 & 1437

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

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a California joint powers agency

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

May 12, 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 contracted with Monarch Content Management to negotiate ADW agreements for the fair signals. Those agreements are still being negotiated and will be submitted as soon as they are received.

CARF and Thoroughbred Owners of California (TOC) representatives, with help from CHRB staff, have reach a verbal agreement for the 2024 fair circuit. The written agreement is being circulated and we expect a fully executed agreement to be submitted prior to the license application hearing. The TOC and PCQHRA ADW approvals are being withheld until the TOC agreement is fully executed, but both organizations have verbally agreed to provide the approvals with the horsemen's agreement.

California State Fair staff and fair's marketing agency are in the process of finalizing the promotion of horse racing within the larger California State Fair marketing campaign. The plan will be submitted prior to the license application hearing.

CFSA Workmen's Compensation policies are renewed in late June. The new certificate will be submitted as soon as it is received.

All outstanding items 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

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a California joint powers agency

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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) 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

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a California joint powers agency

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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

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a California joint powers agency

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Office: 916.263.3349 Fax: 916.263.3341
www.calfairs.com

May 8, 2024

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

Dear Honorable Members of the CHRB Board,

The California State 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

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

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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: California State Fair, 1600 Exposition Blvd., Sacramento, CA, 95815, phone: 916-263-3000, fax: 916-363-3230

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. Tom Martinez CEO, 916-549-8533, tmartinez@calexpo.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: July 10-30, 2024

B. Actual dates racing will be held: July 12, 13, 14, 19, 20, 21, 26, 27, 28

C. Dates racing will **NOT** be held: July 10, 11, 15, 16, 17, 18, 22, 23, 24, 25, 29, 30

D. Total number of racing days: 9

E. Days of the week races will be held: Friday-Sunday
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

A. Total number of races: 87

B. Number of races by breed:

78 Thoroughbreds	9 Quarter Horses	0 Appaloosas
0 Arabians	0 Paints	0 Mules

CHRB CERTIFICATION

Application received: 4/11/24
Reviewed: RP

Hearing date: 6/20/24
Approved date:
License number:

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C. Number of races daily:

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

D. Total number of stakes races by breed:
1 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: 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: Willie Pelote (Chair), Kim Craig (Vice Chair), Arturo Barajas (Director), Sonney Chong (Director), Rina V. DiMare (Director), Nick Hardeman (Director), Brian May (Director), Che Salinas (Director)

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Che Salinas (Chair), Kim Craig (Director), Nick Hardeman (Director)

C. Name and title of the fair manager or executive officer and the names and titles of all department

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CHRB 3.E – CARF EXHIBIT 1

CARF STAKE SCHEDULE – CALIFORNIA STATE FAIR

2024	2023	2022
Governor's Handicap $75,000 Guaranteed 3-Year-Olds & Up, Fillies & Mares, 6 Furlongs Saturday, July 20	Governor's Handicap $75,000 Guaranteed 3-Year-Olds & Up, Fillies & Mares, 6 Furlongs Saturday, July 22	Governor's Handicap $75,000 Guaranteed 3-Year-Olds & Up, Fillies & Mares, 6 Furlongs Saturday, July 23

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CHRB 3(G) – CARF EXHIBIT 2

CALIFORNIA STATE FAIR

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2024

RACE	DAILY
1	5:00 PM
2	5:30 PM
3	6:00 PM
4	6:30 PM
5	7:00 PM
6	7:30 PM
7	8:00 PM
8	8:30 PM
9	9:00 PM
10	9:30 PM

managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Tom Martinez (CEO), Matt Cranford (Deputy General Manager), Craig Braddick (Announcer), Juliana Gomes (Program Manager), Sandra Rios (Stable Superintendent), Lisa Jones (Clerk of Course, Emerging Breed), Lisa Wilkerson (Stewards'Aide), Kenneth Sjordal (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). Tom Martinez (CEO), 1600 Exposition Blvd., Sacramento, CA, 95815, tmartinez@calexpo.com, Larry Swartzlander (Director of Racing), larry@calfairs.net

5. TAKE OUT PERCENTAGE

A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

☐ Yes ☒ No

Wager(s) to be adjusted: N/A

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	$24,085,220.70	22,183
2022	$28,337,930	41,115
2021	$0	0
2000	$0	0
2019	$23,275,503	50,762

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $1,185,130

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Prior meet actual: $846,824

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: $131,681
Prior meet actual: $141,137

2. Overnight stakes:
Current meet estimate: $75,000
Prior meet actual: $75,000

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: $8,333
Prior meet actual: $12,500

3. Non-overnight stakes:
Current meet estimate: 0
Prior meet actual: 0

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 0
Prior meet actual: 0

4. Total Purses (7A1 + 7A2 + 7A3):
Current meet estimate: $1,260,130
Prior meet actual $921,824

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

Current meet estimate: $140,398
Prior meet actual: $123,298

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

Current meet estimate:		Prior meet actual:	
CTT	$3,997		$2,854
TOC	$7,987		$5,707
NTRA	$2,137		$1,527
PCQHRA	$3,554		$2,540
CWRA	0		0
ARAC	0		0
AMRA	0		0
CHBPAPEN	$11,975		$8,561
CTHF	$11,975		$8,561
Total:	$41,625	Total:	$29,750

D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A + 7B + 7C):
Current meet estimate: $1,442,153

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Prior meet actual: $1,074,872

Average Daily Purse (7D ÷ number of days):
Current meet estimate: $160,239
Prior meet actual: $179,145

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: $1,384,380
Prior meet actual: $989,199

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $153,820
Prior meet actual: $164,867

F. Purse funds to be generated from interstate handle:
Current meet estimate: $136,638
Prior meet actual: $97,634

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $15,182
Prior meet actual: $16,272

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, 85821, 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: 760

B. Minimum number of stalls believed necessary for the meeting: 700

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C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 660

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: 660 stalls at the Alameda County Fair in Pleasanton

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). 960

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $9.45

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Dr. Forrest Franklin 916-585-2050 and Dr. Kathy Jones 916-813-3356 available at Sacramento from July 10-30, 2024. Dr. Bill Grantham 415-860-8113 at Pleasanton as auxillary stabling July 10-30, 2024 from 6-10AM. Equine Emergency 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 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).

CHRB 10.B – CARF Exhibit 3

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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.

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	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE	☐ Yes	☐ No
Race #1	Attached Exhibit 3		☒ Yes	☐ No
Race #2	Attached Exhibit 3		☒ Yes	☐ No
Race #3	Attached Exhibit 3		☒ Yes	☐ No
Race #4	Attached Exhibit 3		☒ Yes	☐ No
Race #5	Attached Exhibit 3		☒ Yes	☐ No
Race #6	Attached Exhibit 3		☒ Yes	☐ No
Race #7	Attached Exhibit 3		☒ Yes	☐ No
Race #8	Attached Exhibit 3		☒ Yes	☐ No
Race #9	Attached Exhibit 3		☒ Yes	☐ No
Race #10	Attached Exhibit 3		☒ Yes	☐ No
Race #11	N/A		☐ Yes	☐ No
Race #12	N/A		☐ Yes	☐ No
Race #13	N/A		☐ Yes	☐ 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. No new requests, 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. N/A

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%
Race #1	Attached Exhibit 3
Race #2	Attached Exhibit 3
Race #3	Attached Exhibit 3
Race #4	Attached Exhibit 3

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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	N/A
Race #12	N/A
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.

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 wager are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering: Northern California Off Track Wagering Inc. (NCOTWINC)

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the fair proposes to offer its live audiovisual signal: Attached Exhibit 4.

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: Attached Exhibit 5.

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Attached Exhibit 5.

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

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: tvg.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 (Sec 19604 et seq).

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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

William A Nader, President & CEO

cc: Heather Haviland, Wayne Atwell

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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

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

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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

CHRB 12(D & E) - CARF Exhibit 5

Out of State Locations (if applicable)

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

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
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, 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

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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

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Kathy Jones, DVM
Clerk of Scales	Stephen Fisher
Clerk of the Course	Tina Walker-Bryant
Film Specialist	Stephen Fisher

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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

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CHRB 12(G) - CARF Exhibit 7

Import Tracks (if applicable)

California imports are restricted by statue 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

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Horse Identifier	Gary Greiner
Horseshoe Inspector	Augustine Rayas
Paddock Judge	Jayme Thomas
Patrol Judges	Jayme Thomas, Mei Davis
Placing Judges	Myra Troske, Angela Couton
Starter	Todd Stephens
Timer	Jelina Pike

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: Wendy Frazier, 13136 Ivey Road, Herold, CA, 95638, 916-956-3914

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. Chief Craig Walton, 916-263-3050

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Police Officers: 5, Gate Personnel: 9 supported by roving patrol and the Cal Expo Police Department.

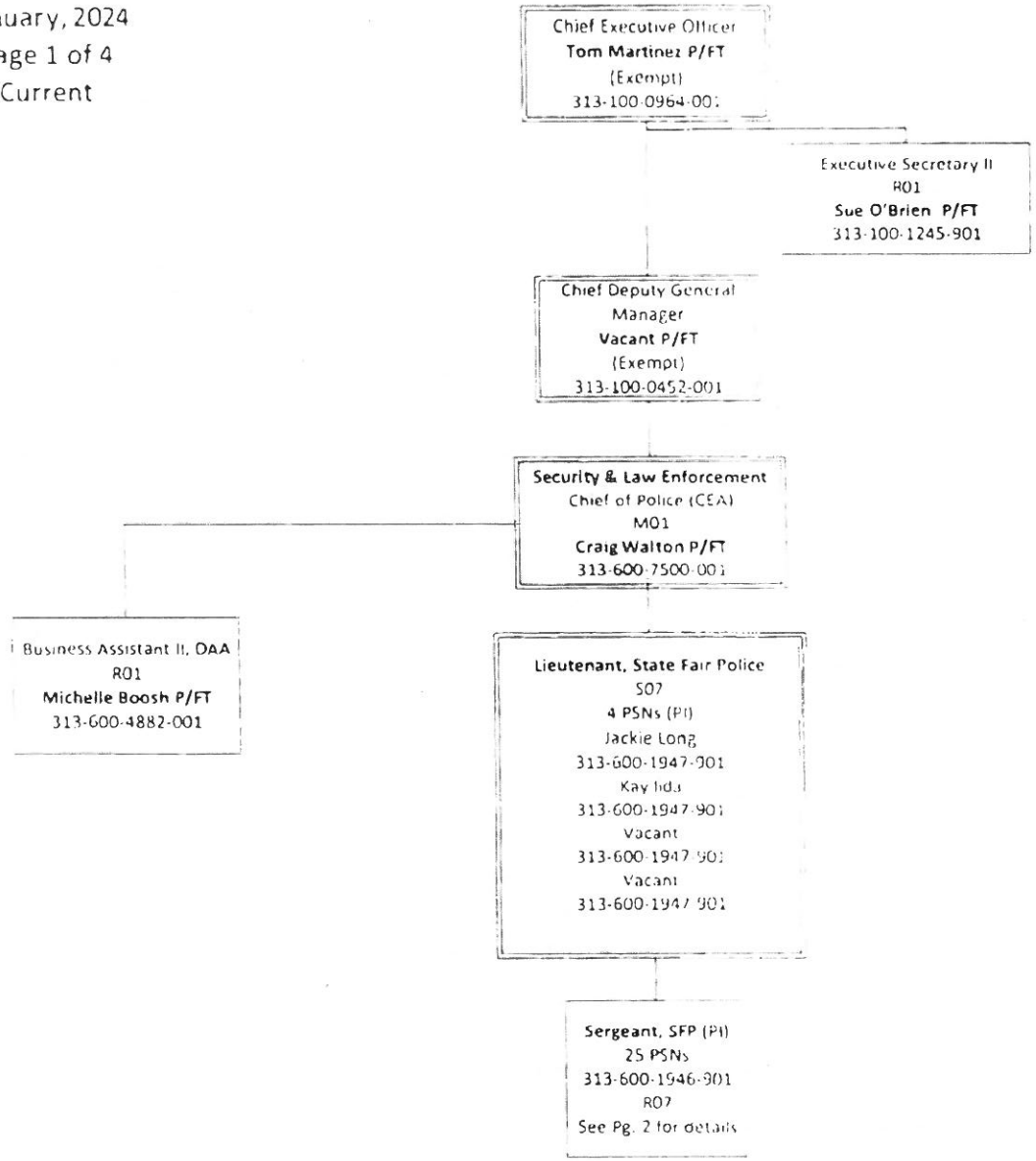
1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:
   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period. N/A
   c. Describe number and location of surveillance cameras in detention stall area. N/A

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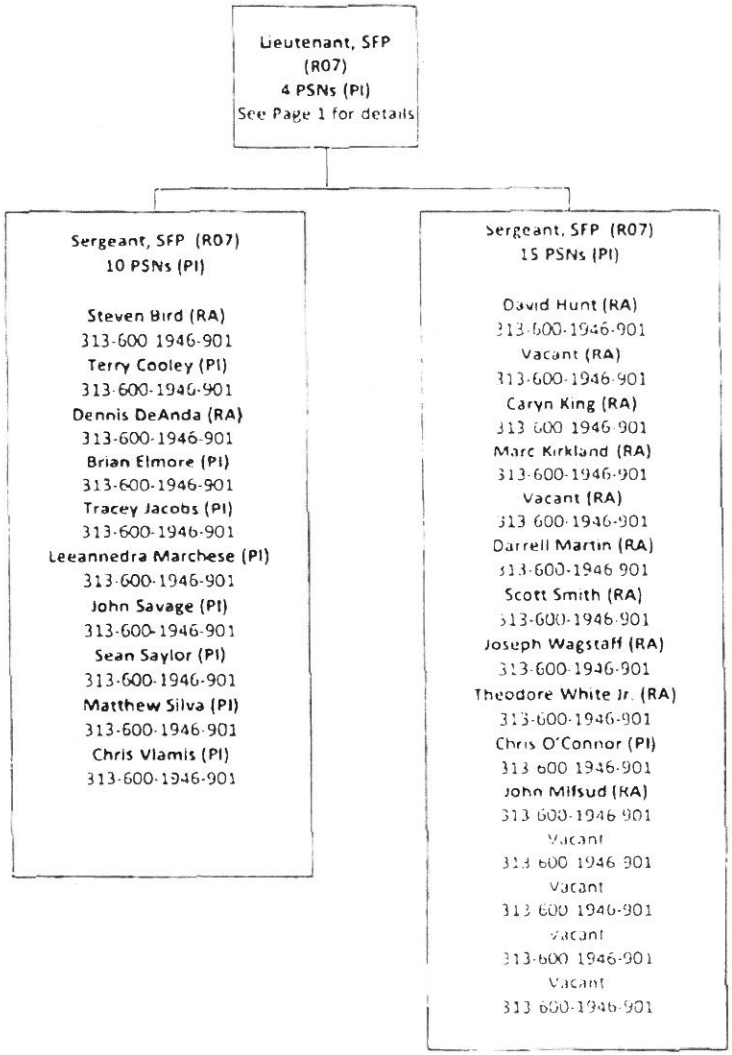
California Exposition & State Fair
Police Department

January, 2024
Page 1 of 4
Current

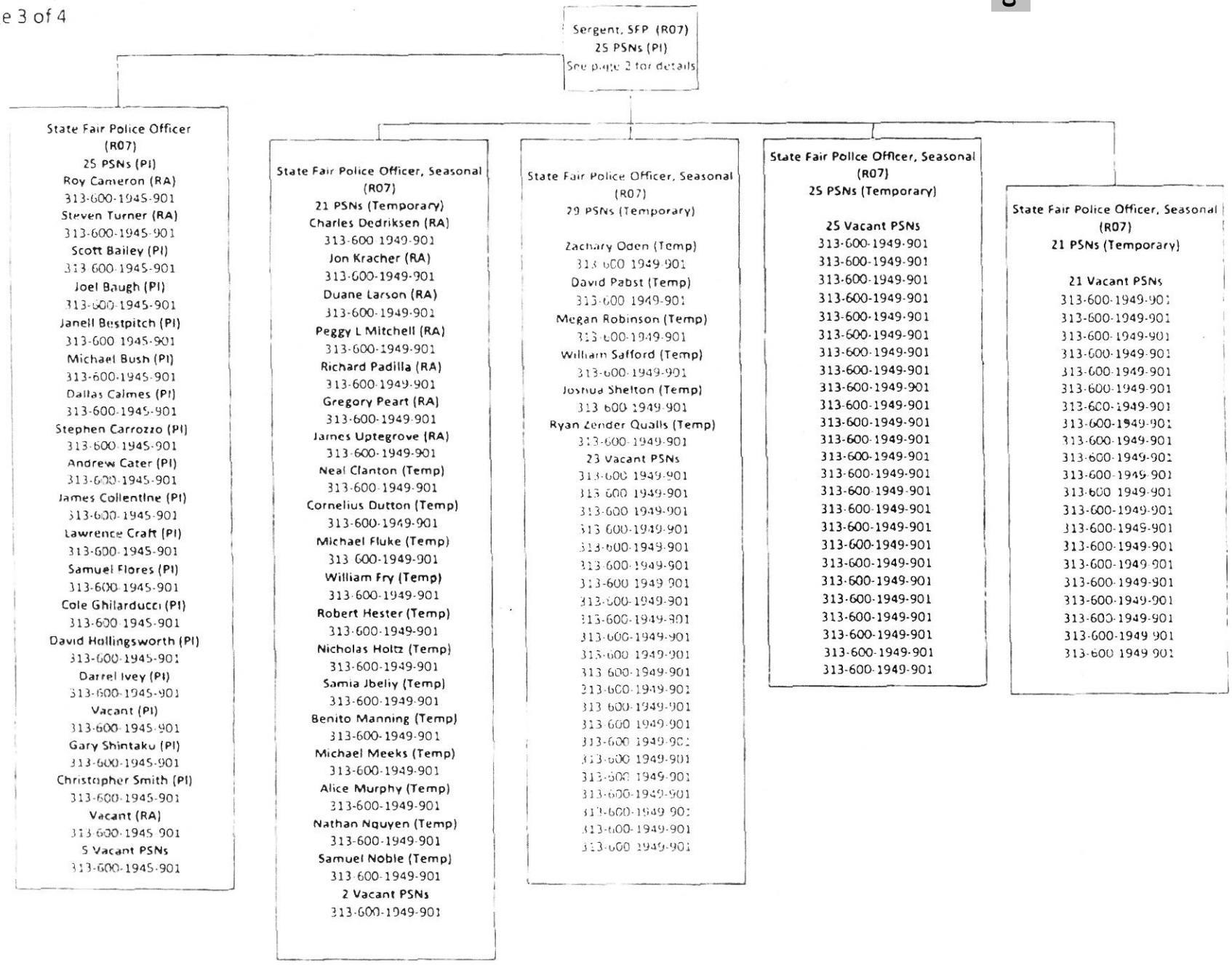


Approved By:
Chief Craig Walton

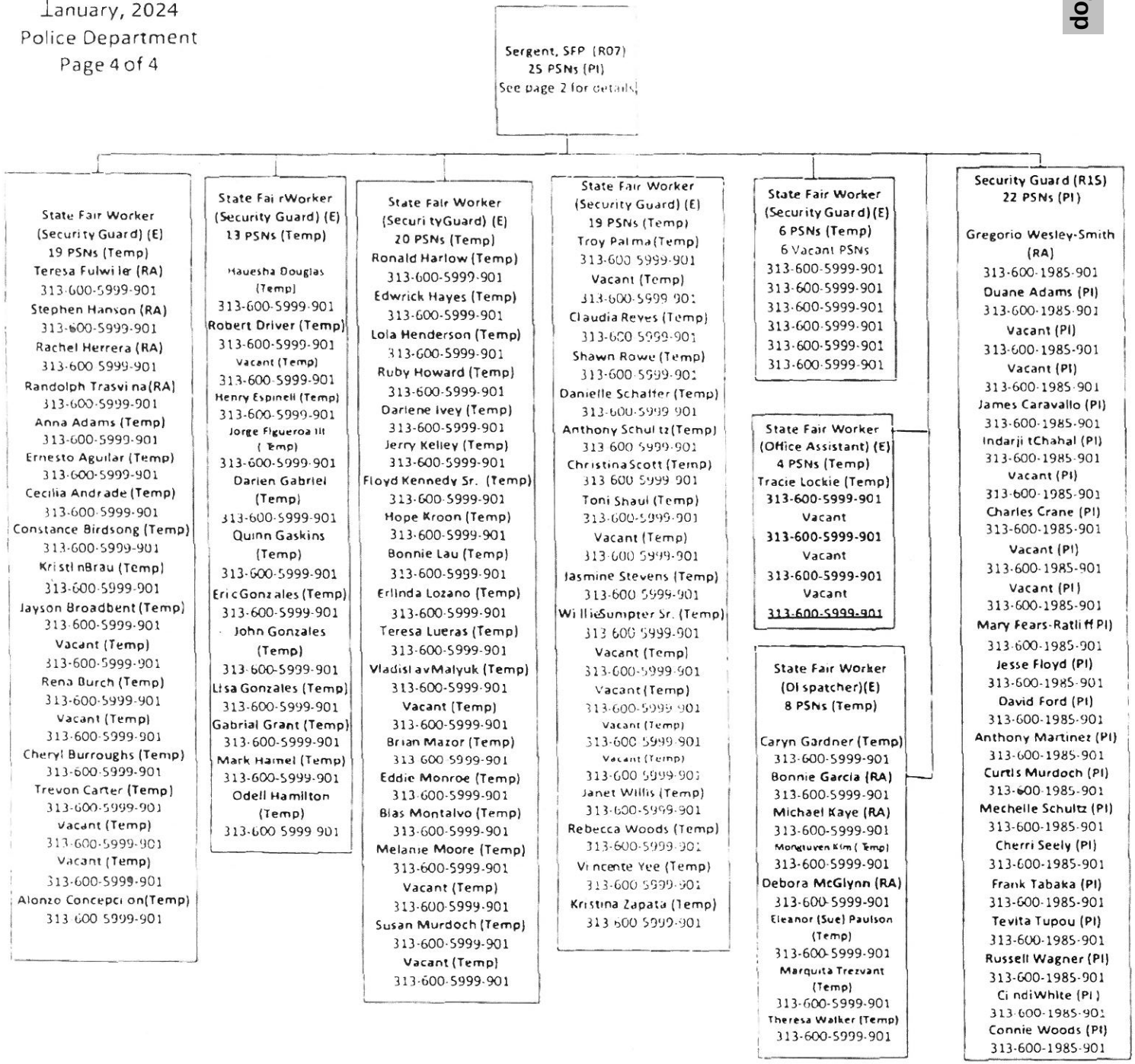
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Lieutenant, SFP
(R07)
4 PSNs (PI)
See Page 1 for details
Sergeant, SFP (R07)
10 PSNs (PI)
Steven Bird (RA)
313-600 1946-901
Terry Cooley (PI)
313-600-1946-901
Dennis DeAnda (RA)
313-600-1946-901
Brian Elmore (PI)
313-600-1946-901
Tracey Jacobs (PI)
313-600-1946-901
Leeannedra Marchese (PI)
313-600-1946-901
John Savage (PI)
313-600-1946-901
Sean Saylor (PI)
313-600-1946-901
Matthew Silva (PI)
313-600-1946-901
Chris Vlamis (PI)
313-600-1946-901
Sergeant, SFP (R07)
15 PSNs (PI)
David Hunt (RA)
313-600-1946-901
Vacant (RA)
313-600-1946-901
Caryn King (RA)
313 600 1946 901
Marc Kirkland (RA)
313-600-1946-901
Vacant (RA)
313 600 1946-901
Darrell Martin (RA)
313-600-1946 901
Scott Smith (RA)
313-600-1946-901
Joseph Wagstaff (RA)
313-600-1946-901
Theodore White Jr. (RA)
313-600-1946-901
Chris O'Connor (PI)
313 600 1946-901
John Mifsud (RA)
313 600-1946 901
Vacant
313 600 1946 901
Vacant
313 600 1946-901
Vacant
313-600 1946-901
Vacant
313 600-1946-901

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Sergent, SFP (R07)
25 PSNs (PI)
See page 2 for details
State Fair Police Officer
(R07)
25 PSNs (PI)
Roy Cameron (RA)
313-600-1945-901
Steven Turner (RA)
313-600-1945-901
Scott Bailey (PI)
313-600-1945-901
Joel Baugh (PI)
313-600-1945-901
Janell Bestpitch (PI)
313-600-1945-901
Michael Bush (PI)
313-600-1945-901
Dallas Calmes (PI)
313-600-1945-901
Stephen Carrozzo (PI)
313-600-1945-901
Andrew Cater (PI)
313-600-1945-901
James Collentine (PI)
313-600-1945-901
Lawrence Craft (PI)
313-600-1945-901
Samuel Flores (PI)
313-600-1945-901
Cole Ghilarducci (PI)
313-600-1945-901
David Hollingsworth (PI)
313-600-1945-901
Darrel Ivey (PI)
313-600-1945-901
Vacant (PI)
313-600-1945-901
Gary Shintaku (PI)
313-600-1945-901
Christopher Smith (PI)
313-600-1945-901
Vacant (RA)
313-600-1945-901
5 Vacant PSNs
313-600-1945-901
State Fair Police Officer, Seasonal
(R07)
21 PSNs (Temporary)
Charles Dedriksen (RA)
313-600-1949-901
Jon Kracher (RA)
313-600-1949-901
Duane Larson (RA)
313-600-1949-901
Peggy L Mitchell (RA)
313-600-1949-901
Richard Padilla (RA)
313-600-1949-901
Gregory Peart (RA)
313-600-1949-901
James Uptegrove (RA)
313-600-1949-901
Neal Clanton (Temp)
313-600-1949-901
Cornelius Dutton (Temp)
313-600-1949-901
Michael Fluke (Temp)
313-600-1949-901
William Fry (Temp)
313-600-1949-901
Robert Hester (Temp)
313-600-1949-901
Nicholas Holtz (Temp)
313-600-1949-901
Samia Jbeliy (Temp)
313-600-1949-901
Benito Manning (Temp)
313-600-1949-901
Michael Meeks (Temp)
313-600-1949-901
Alice Murphy (Temp)
313-600-1949-901
Nathan Nguyen (Temp)
313-600-1949-901
Samuel Noble (Temp)
313-600-1949-901
2 Vacant PSNs
313-600-1949-901
State Fair Police Officer, Seasonal
(R07)
29 PSNs (Temporary)
Zachary Oden (Temp)
313-600-1949-901
David Pabst (Temp)
313-600-1949-901
Megan Robinson (Temp)
313-600-1949-901
William Safford (Temp)
313-600-1949-901
Joshua Shelton (Temp)
313-600-1949-901
Ryan Zender Qualls (Temp)
313-600-1949-901
23 Vacant PSNs
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
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313-600-1949-901
State Fair Police Officer, Seasonal
(R07)
25 PSNs (Temporary)
25 Vacant PSNs
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
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313-600-1949-901
313-600-1949-901
313-600-1949-901
State Fair Police Officer, Seasonal
(R07)
21 PSNs (Temporary)
21 Vacant PSNs
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
313-600-1949-901
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313-600-1949-901

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Sergent, SFP (R07)
25 PSNs (PI)
See page 2 for details
State Fair Worker
(Security Guard) (E)
19 PSNs (Temp)
Teresa Fulwiler (RA)
313-600-5999-901
Stephen Hanson (RA)
313-600-5999-901
Rachel Herrera (RA)
313-600 5999-901
Randolph Trasvina(RA)
313-600-5999-901
Anna Adams (Temp)
313-600-5999-901
Ernesto Aguilar (Temp)
313-600-5999-901
Cecilia Andrade (Temp)
313-600-5999-901
Constance Birdsong (Temp)
313-600-5999-901
KristinBrau (Temp)
313-600-5999-901
Jayson Broadbent (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Rena Burch (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Cheryl Burroughs (Temp)
313-600-5999-901
Trevon Carter (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Alonzo Concepcion(Temp)
313 600 5999-901
State FairWorker
(Security Guard) (E)
13 PSNs (Temp)
Hauesha Douglas
(Temp)
313-600-5999-901
Robert Driver (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Henry Espinell (Temp)
313-600-5999-901
Jorge Figueroa III
(Temp)
313-600-5999-901
Darien Gabriel
(Temp)
313-600-5999-901
Quinn Gaskins
(Temp)
313-600-5999-901
EricGonzales (Temp)
313-600-5999-901
John Gonzales
(Temp)
313-600-5999-901
Lisa Gonzales (Temp)
313-600-5999-901
Gabrial Grant (Temp)
313-600-5999-901
Mark Hamel (Temp)
313-600-5999-901
Odell Hamilton
(Temp)
313-600 5999 901
State Fair Worker
(SecuritGuard) (E)
20 PSNs (Temp)
Ronald Harlow (Temp)
313-600-5999-901
Edwrick Hayes (Temp)
313-600-5999-901
Lola Henderson (Temp)
313-600-5999-901
Ruby Howard (Temp)
313-600-5999-901
Darlene Ivey (Temp)
313-600-5999-901
Jerry Kelley (Temp)
313-600-5999-901
Floyd Kennedy Sr. (Temp)
313-600-5999-901
Hope Kroon (Temp)
313-600-5999-901
Bonnie Lau (Temp)
313-600-5999-901
Erlinda Lozano (Temp)
313-600-5999-901
Teresa Lueras (Temp)
313-600-5999-901
VladislavMalyuk (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Brian Mazor (Temp)
313 600 5999-901
Eddie Monroe (Temp)
313-600-5999-901
Blas Montalvo (Temp)
313-600-5999-901
Melanie Moore (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Susan Murdoch (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
State Fair Worker
(Security Guard) (E)
19 PSNs (Temp)
Troy Palma(Temp)
313-600 5999-901
Vacant (Temp)
313-600-5999 901
Claudia Reyes (Temp)
313-600 5999-901
Shawn Rowe (Temp)
313-600-5999-901
Danielle Schafter (Temp)
313-600-5999 901
Anthony Schultz(Temp)
313 600 5999-901
ChristinaScott (Temp)
313 600 5999 901
Toni Shaul (Temp)
313-600-5999-901
Vacant (Temp)
313-600 5999-901
Jasmine Stevens (Temp)
313-600 5999-901
WillieSumpter Sr. (Temp)
313 600 5999-901
Vacant (Temp)
313-600-5999-901
Vacant (Temp)
313-600-5999-901
Vacant (Temp)
313-600 5999-901
Vacant (Temp)
313-600 5999-901
Janet Willis (Temp)
313-600-5999-901
Rebecca Woods (Temp)
313-600-5999-901
Vincente Yee (Temp)
313-600 5999-901
Kristina Zapata (Temp)
313 600 5999-901
State Fair Worker
(Security Guard) (E)
6 PSNs (Temp)
6 Vacant PSNs
313-600-5999-901
313-600-5999-901
313-600-5999-901
313-600-5999-901
313-600-5999-901
313-600-5999-901
State Fair Worker
(Office Assistant) (E)
4 PSNs (Temp)
Tracie Lockie (Temp)
313-600-5999-901
Vacant
313-600-5999-901
Vacant
313-600-5999-901
Vacant
313-600-5999-901
State Fair Worker
(Dispatcher)(E)
8 PSNs (Temp)
Caryn Gardner (Temp)
313-600-5999-901
Bonnie Garcia (RA)
313-600-5999-901
Michael Kaye (RA)
313-600-5999-901
Mongtuyen Kim (Temp)
313-600-5999-901
Debora McGlynn (RA)
313-600-5999-901
Eleanor (Sue) Paulson
(Temp)
313-600-5999-901
Marquita Trezvant
(Temp)
313-600-5999-901
Theresa Walker (Temp)
313-600-5999-901
Security Guard (R1S)
22 PSNs (PI)
Gregorio Wesley-Smith
(RA)
313-600-1985-901
Duane Adams (PI)
313-600-1985-901
Vacant (PI)
313-600-1985-901
Vacant (PI)
313-600-1985-901
James Caravallo (PI)
313-600-1985-901
Indarji tChahal (PI)
313-600-1985-901
Vacant (PI)
313-600-1985-901
Charles Crane (PI)
313-600-1985-901
Vacant (PI)
313-600-1985-901
Vacant (PI)
313-600-1985-901
Mary Fears-Ratliff PI)
313-600-1985-901
Jesse Floyd (PI)
313-600-1985-901
David Ford (PI)
313-600-1985-901
Anthony Martinez (PI)
313-600-1985-901
Curtis Murdoch (PI)
313-600-1985-901
Mechelle Schultz (PI)
313-600-1985-901
Cherri Seely (PI)
313-600-1985-901
Frank Tabaka (PI)
313-600-1985-901
Tevita Tupou (PI)
313-600-1985-901
Russell Wagner (PI)
313-600-1985-901
CindiWhite (PI)
313-600-1985-901
Connie Woods (PI)
313-600-1985-901

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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: American Medical Response, 1101 Fee Drive, Sacramento, CA, 95815, 916-563-0838. 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: Alameda County Fair: Royal Ambulance Service, Steve Grau, President, 14472 Wicks Blvd., San Leandro, CA 94577, 877-995-6161.

1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. The onsite First Aid Facility and Ambulance contain all equipment necessary for advance life support of any emergency and are in compliance with all Sacramento County and California Highway Patrol requirements. The racetrack ambulance is staffed by a paramedic and an emergecy medical technician. The onsite first aid facility is by both paramedics and emergency medical technicians.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: D.J. Lang, N.P., 408-396-3757

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: UC Davis Medical Trauma Center, specializing as a Level 1 trauma center, 2315 Stockton Blvd., Sacramento, CA, 95817, 916-734-2011. Located at 3.4 miles: Sutter Medical Center, 2801 L Street, Sacramento, CA, 95816, 916-887-0000. Located at 2 miles: Kaiser Permanente Hospital specializing in orthopedic and cardiac treatment, 2025 Morse Avenue, Sacramento, CA, 95825, 916-817-5660.

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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

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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

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Located at 1.5 miles, Mercy General Hospital specializing in cardiac treatment 4001 J Street, Sacramento, CA, 95819, 916-453-4553.

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): Matt Cranford, Deputy General Manager, is the Health and Safety Officer. Kyle Brown, Staff Services Manager II is the 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: Spectre, LP (Ovations), 4501 Pleasanton Drive, Pleasanton, CA, 94566.

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: Total media buy of $800,000 plus $400,000 in trade and promotions. Horse racing is included througout the overall fair messaging.

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.

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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.

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CHRB 15(F) - CARF Exhibit 10

Jockey Emergency Medical Procedures - Spanish

Procedimiento en caso de Accidente en CARF

De ocurir un accidente en el hopodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siumpre que lo necesario para tartar a la(s) victima(s).

Seguridad

1. Tan pronto como sea possible, unmiembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsible del lugar del accidente. El miembro de seguridad sera responsible 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 asguarar el area donde la amulancia estara y prevenir que transeuntes y personas ajenas se acerquen.

3. Un miembro de seguridad del hipodrmomo sera responsible de escoltar a los vehiclulos de emergencia..

4. Los miembros de sequridad seran responsible 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 possible hacerlo de esa manera.

3. El veterinano del hipodromo debera decider si se sacrifice al caballo en la pista.

4. Sea possible 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 desputes de que la persona o caballo accidentado haya sido trasladado del lugar.

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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 responsible del lugar del accidente.

Locutor

El locator debera informar a los jinetes acerca de los detalles de la situcion (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 responsible 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 realize 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.

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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 : 162796

Inspection Type: Annual

Inspection Date : 06/04/2024

Inspection Status : Passed

Inspector: Cliff DuGranrut

Inspection Hours : 2.5

Inspector Signature:

Travel Hours : 0.5

Inspection Comments: A re-inspection of the backstretch stables has been performed. All fire alarms were operational, and the panel was in normal status. All other violations had been corrected at the time of inspection. Per the CHRB request, Stables are now clear to be occupied.

Accompanied By: Mitch Pryor

Title: Facility Manager

Discussed With: Mitch Pryor

Title: Facility Manager

Accompanied By:

Signed: 06/04/2024

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

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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.

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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

May 8, 2024

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

Dear Honorable Members of the CHRB Board,

The California State Fair fire inspection is scheduled for May 13, 2024. We respectfully request a 45-day exemption from the standards of CHRB Rule 1927, as the California State Fair will be complying with all local fire requirements and safety standards during the 2024 racing season.

The Alameda County Fair in Pleasanton will provide auxiliary stabling during the California State Fair 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

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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

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CALIFORNIA
FAIR SERVICES
AUTHORITY

April 9, 2024

To: California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95815

Re: California Exposition
1600 Exposition Blvd
Sacramento, CA 95815

Please be advised that the California Exposition is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

A.	Primary Coverage	$500,000 self-insured retention California Fair Services Authority Coverage continuous until cancelled
B.	Excess Coverage	(a) Workers' Compensation: Statutory Limit in excess of $500,000 (b) Employers' Liability: $4,500,000 in excess of $500,000 Coverage provided by CSAC Excess Insurance Authority Term: 7/1/2023 to 7/1/2024

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the California Exposition as set forth in California Horse Racing Board's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,

Mario Castagnola

Mario Castagnola
Risk Analyst II

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 921-2213 | Fax: (916) 646-1238
www.cfsa.org

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Sue O'Brien

From: Mario Castagnola <mcastagnola@cfsa.org>
Sent: Tuesday, April 9, 2024 1:25 PM
To: Sue O'Brien
Subject: RE: Horse racing license
Attachments: California Horse Racing Board 23-24.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Sue,

I have attached the evidence of coverage that you have requested. We would be happy to provide you with a new one once we get a little closer to the renewal date. We should be able to produce one at the end of June. Just please remind me as that time approaches.

Thank you,

Mario Castagnola
CFSA Risk Analyst II
Office: 916-263-6145
1776 Tribute Road, Suite 100
Sacramento, CA 95815

CFSA and California Fairs
We Are Better Together!
How can we help you today?

CALIFORNIA FAIR SERVICES AUTHORITY

From: Sue O'Brien <SOBrien@calexpo.com>
Sent: Tuesday, April 9, 2024 11:57 AM
To: Mario Castagnola <mcastagnola@cfsa.org>
Subject: Horse racing license
Importance: High

Hi Mario,
Our horse racing license is due soon. I need a copy of our evidence of coverage. Along with the evidence of coverage can you supply a letter/statement that explains we will have a new evidence of coverage policy issued mid to late June 2024?
Thank you,

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Promotional/Marketing budget for prior race meeting: Total media buy of $800,000 plus $400,000 in trade and promotions. Horse racing is included througout the overall fair messaging.

C. Number of hosts and hostesses employed for meeting: 8

D. Describe facilities set aside for new fans. Reserved grandstand seating will be made available to blue ribbon season pass holders. We will also offer horse racing 101 workshops, and are working on securing new group events that will be held on the grass area to the left of the apron. New tote board signage and new entryway signs will also enhance the customer experience. Events that will be taking place during California State Fair include Old Car Show.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen See Below
2. Fans See Below
3. Facilities in the restricted areas $100,000 inside racing rail was installed as well as an enhanced security system throughout the Miller Lite Grandstand. A new betting system was installed. The Miller Lite Racetrack Grandstand was re-wired for better data transfer. Replaced 102 T.V.'s with high def. flat screen T.V.'s. Improvements were also made to the backstretch laundry facilities. New water-efficient toilets were installed throughout Cal Expo, including the Miller Lite Racetrack Grandstand. Cal Expo opened the new employee break room in the backstretch. An emergency safety horn was implemented for thoroughbred training. $1 million roof replacement on the Satellite wagering and racing facilities. Updated security on back stretch.

18. SCHEDULE OF CHARGES

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

Admission (general)	$12-14 with Fair Admission
Admission (clubhouse)	Free
Reserved seating (general)	Box seats are $3 per seat
Reserved seating (clubhouse)	Free
Parking (general)	$15
Parking (preferred)	$5
Parking (valet)	N/A
Programs (on-track)	$3
(off-track)	$3

B. Describe any "Season Boxes" or other special accommodation fees. A nine day Season Box Seat package is $650 for premium boxes and $550 for all other boxes.

C. Describe any "package" plans such as combined parking, admission, and program. One private box (6 seats total), a sponsored race, six programs (per race day), 66 general admission passes to the California State Fair, one general lot parking pass (race days only) and preferred lot parking pass (race days only).

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters.
☒ Corners (lockers and cubicles) How many 43

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

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☒ Masseur ☒ Food/beverage service ☒ 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 Investigator J. Flores and Investigator D. Aguilar on May 24, 2024.

B. Number of rooms used for housing on the backstretch of the racetrack: 22

C. Number of restrooms available on the backstretch of the racetrack: 8 (total commodes: 17)

D. Estimated ratio of restrooms to the number of backstretch personnel: 25-1

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: Maw Safe Safety Rail; Outer Rail: Streiline Aluminum racing rail; Rail Height: 38" to 42" from the level of the race course.

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

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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.

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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,

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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 (60^{th}) day after the close of the 2024 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120^{th}) 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 60^{th} (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 (120^{th}) 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

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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,

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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

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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

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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

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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

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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

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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.

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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

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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.

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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

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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.

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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

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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

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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

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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

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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;

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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;

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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

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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

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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

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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 attorney s fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

20.6 Inconsistent Language: When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

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

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(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 T RAC KS' 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

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

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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
20CE9094162E418...
Bill Nader, President & CEO

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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 5th 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

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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

❖ ALAMEDA COUNTY FAIR	2023	2024
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	$75,000 Guaranteed	$50,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59th 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 Hdcp 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 (($25,000 from CTBA) Three-year olds & Upward – Six Furlongs	$75,000 Guaranteed	$75,000 Guaranteed
Bulldog Hdcp, 27th Running Three-Year Olds & Upward, One & 1/8 Miles	$75,000 Guaranteed	$50,000 Guaranteed

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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
Claming	$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

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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.

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ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT

N/A

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ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

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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)

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ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY

To be provided.

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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

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- 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.

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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.

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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.

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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.

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"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.

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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

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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 ın 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.

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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

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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.

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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

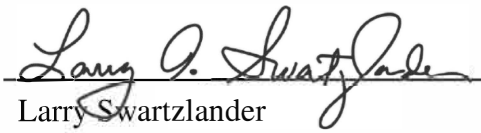
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims, or privileges at any time whether during or after the term of this Agreement.

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IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

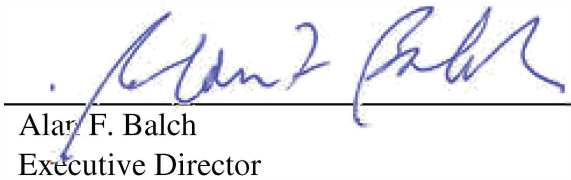
4/8/24
Dated:



Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

April 5, 2024
Dated:



Alan F. Balch
Executive Director

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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 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Christina Estrada Interim CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

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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.

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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

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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

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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.

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(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.
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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.

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(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

PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC.

BY: _____

Dino Perez, PCQHRA

Address:
PO Box 919
Los Alamitos, CA 90720

DATED 4/8/24

CALIFORNIA AUTHORITY OF RACING FAIRS

BY: _____

Larry A. Swartzlander
On behalf of the TRACKS listed in Appendix "A"
Address:
California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

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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	Moira 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

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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

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a California joint powers agency

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

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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.

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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.

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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 verity 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.

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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 thefurosemide 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.

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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.

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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.

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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 I 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

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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.

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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.

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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

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

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

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

D. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions.

E. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair, except as follows (if no exceptions, so state): No exceptions.

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

23. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

X Larry G. Swartzlander
Signature

Larry Swartzlander	Executive Director, CARF 5/10/24	
Print Name	Print Title	Date

Agenda Item #5

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR, COMMENCING AUGUST 21, 2024, AND CONTINUING THROUGH SEPTEMBER 17, 2024

Board Meeting
June 20, 2024

Application: Humboldt County Fair

Breeds: Thoroughbred, Quarter Horse

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

AUGUST 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**

SEPTEMBER 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					

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	No off-site auxiliary stabling.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	No off-site stabling.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow-Up Required ☐ Outstanding	Humboldt fire inspection completed on 05/04/24. Received 45-day exemption request. Fresno fire inspections completed in July-August 2023. See letter dated June 12, 2024.	Rule 1927
Backstretch Inspection	☒ Accepted ☒ Follow-Up Required ☐ Outstanding	Humboldt backstretch inspection scheduled for completion on 08/21/24. Fresno backstretch inspection will be performed prior to 09/11/24.	Rule 2102

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Track Safety Inspection	☒ Accepted ☒ Follow-Up Required ☐ Outstanding	Humboldt track safety inspection scheduled for week of 07/22/24. Fresno track safety inspection scheduled for week of 08/12/24.	Rule 1471(g)
Workers' Compensation Insurance	☒ Accepted ☒ Follow-Up Required ☐ Outstanding	Humboldt workers' compensation coverage valid 07/01/23 to 07/01/24. Will be renewed in late June. See letter dated May 20, 2024. Fresno workers' compensation coverage valid 07/01/23 to 07/01/24. Will be renewed in late June. See letter dated June 12, 2024.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 05/15/24. **California Thoroughbred Trainers Association** – received 04/17/24. **Pacific Coast Quarter Horse Racing Association** – received 04/17/24.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	**Inclement Weather Policy** – received on 04/11/24. **Concussion Protocol Policy** – received on 04/11/24. **Track Emergency Procedures** – received on 05/20/24.	Rule 1432
Wagering Information	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	Rule 1481 Rule 1840 Rule 1841

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ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages	BPC 19604 & 19604(b)(1)(C)
Administrative Information	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Active Licenses Required Signatures	Rule 1481 Rules 1433 & 1437

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

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a California joint powers agency

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

May 20, 2024

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

Dear Honorable Members of the CHRB Board,

Humboldt County Fair's workmen's compensation policy through California Fairs Service Authority (CFSA) renews annually in late June. The new certificate will be submitted as soon as it is received.

All outstanding items 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

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a California joint powers agency

1776 Tribute Road, Suite 205
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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) 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

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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

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a California joint powers agency

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

May 8, 2024

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

Dear Honorable Members of the CHRB Board,

The Humboldt 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

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

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Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair: Humboldt County Fair, 1250 5th Street, Ferndale, CA, 95536, 707-786-9511

B. Fair association is a: ☐ District Fair ☒ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person. Moira Kenny, Chief Executive Officer, 707-786-9511, ceo@humboldtcountyfair.org

NOTICE TO APPLICANT: Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: August 21 - September 17, 2024

B. Actual dates racing will be held: August 23, 24, 25, 31, September 1, 2, 7, 8
(Ferndale at Fresno, per TOC Agreement: September 13, 14, 15

C. Dates racing will NOT be held: August 21, 22, 26, 27, 28, 29, 30, September 3, 4, 5, 6, 9, 10
(Ferndale at Fresno, per TOC Agreement): September 11, 12, 16, 17

D. Total number of racing days: 8

E. Days of the week races will be held: Friday - Sunday (August 23-25), Saturday - Labor Day Monday (August 31 - September 2) and Saturday - Sunday (September 7-8)
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

A. Total number of races: 72

B. Number of races by breed:

64 Thoroughbreds	8 Quarter Horses	0 Appaloosas
0 Arabians	0 Paints	0 Mules

CHRB CERTIFICATION

Application received: 4/23/24
Reviewed: RP

Hearing date: 6/20/24
Approved date:
License number:

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C. Number of races daily:

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

D. Total number of stakes races by breed:
1 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). Exhibit 1

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: 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: Andy Titus (President), Greg Gomes (1st VP), Lawrence Dwight (2nd VP), Jack Rice (Treasure), Sandy Hanks (Secretary), Darren Hansen, Robert Prior, Johanna Rodoni, Wayne Wilson, Clint Duey

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Greg Gomes (Chair), Andy Titus, Darren Hansen, Wayne Wilson

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CHRB 3.E – CARF EXHIBIT 1

CARF STAKE SCHEDULE - FERNDALE

2024	2023	2022
C.J. Hindley Humboldt County Marathon $50,000 Guaranteed 3-Year-Olds & Up, 13 Furlongs Sunday, September 8		

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CHRB 3(G) – CARF EXHIBIT 2

HUMBOLDT COUNTY FAIR, FERDALE

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2024

RACE	FRIDAY 8/23	SATURDAYS 8/24, 8/31, 9/7	SUNDAYS 8/25, 9/1, 9/8	MONDAY 9/2
1	3:15 PM	2:15 PM	2:15 PM	2:15 PM
2	3:45 PM	2:45 PM	2:45 PM	2:45 PM
3	4:15 PM	3:15 PM	3:15 PM	3:15 PM
4	4:45 PM	3:45 PM	3:45 PM	3:45 PM
5	5:15 PM	4:15 PM	4:15 PM	4:15 PM
6	5:45 PM	4:45 PM	4:45 PM	4:45 PM
7	6:15 PM	5:15 PM	5:15 PM	5:15 PM
8	6:45 PM	5:45 PM	5:45 PM	5:45 PM
9	7:15 PM	6:15 PM	6:15 PM	6:15 PM

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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: Moira Kenney, CEO; Sandra Rios, Stable Manager

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Moira Kenney, CEO, Humboldt County Fair, 1250 5th Street, Ferndale, California, 95536, humcofair@frontiernet.net

5. TAKE OUT PERCENTAGE

A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

☐ Yes ☒ No

Wager(s) to be adjusted:

Proposed percentage: %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen's organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2023	$10,519,446	20,173
2022	$12,581,659	21,307
2021	$12,744,775	18,133
2020	$0	0
2019	$3,672,246	28,001

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $562,338
   Prior meet actual: $452,042

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Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: $70,292
Prior meet actual: $75,340

2. Overnight stakes:
Current meet estimate: $50,000
Prior meet actual: N/A

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: $6,250
Prior meet actual: N/A

3. Non-overnight stakes:
Current meet estimate: $0
Prior meet actual: $0

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: $0
Prior meet actual: $0

4. Total Purses (7A1 + 7A2 + 7A3):
Current meet estimate: $612,338
Prior meet actual $452,042

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

Current meet estimate: $63,580
Prior meet actual: $51,109

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

Current meet estimate:		Prior meet actual:	
CTT	$1,523		$1,224
TOC	$3,047		$2,449
NTRA	$872		$701
PCQHRA	$1,874		$1,506
CWRA	$0		$0
ARAC	$0		$0
AMRA	$0		$0
CHBPAPEN	$4,569		$3,673
CTHF	$4,569		$3,673
Total:	$16,454	Total:	$13,226

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: $692,372
Prior meet actual: $516,377

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Average Daily Purse (7D ÷ number of days):
Current meet estimate: $86,547
Prior meet actual: $86,062

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: $532,360
Prior meet actual: $427,943

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $66,545
Prior meet actual: $71,324

F. Purse funds to be generated from interstate handle:
Current meet estimate: $45,265
Prior meet actual: $36,387

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $5,658
Prior meet actual: $6,065

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: 225 permanent stalls, 160 portable stalls

B. Minimum number of stalls believed necessary for the meeting: 300-320

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C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: None

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F through H if the fair will request reimbursement for off-site stabling, as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c). 458

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $0

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

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Dr. Audrey Clifton, 530-400-4721, will be onsite during training hours, workouts and during live racing (hours: 6:00 AM to 6:00 PM daily). Additional emergency on-call veterinarian is Dr. Samantha Burk with Northcoast Veterinary, 707-726-9262, (hours: as needed).

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).

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	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE	☒ Yes	☐ No
Race #1	Attached Exhibit 3		☒ Yes	☐ No
Race #2	Attached Exhibit 3		☒ Yes	☐ No
Race #3	Attached Exhibit 3		☒ Yes	☐ No
Race #4	Attached Exhibit 3		☒ Yes	☐ No
Race #5	Attached Exhibit 3		☒ Yes	☐ No
Race #6	Attached Exhibit 3		☒ Yes	☐ No
Race #7	Attached Exhibit 3		☒ Yes	☐ No
Race #8	Attached Exhibit 3		☒ Yes	☐ No
Race #9	Attached Exhibit 3		☒ Yes	☐ No
Race #10	Attached Exhibit 3		☒ Yes	☐ No
Race #11	Attached Exhibit 3		☒ Yes	☐ No
Race #12	Attached Exhibit 3		☒ Yes	☐ No
Race #13	N/A		☒ Yes	☐ 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: In 2024, there will be mandatory payouts of the Pick 5 and Jackpot pools on Monday, October 14, 2024 at Fresno.

E. List any options requested with regard to exotic wagering. No new requests, see attached 10.A for exotic 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. N/A

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. (Am Tote), 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%
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

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.

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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. Agreements on file with CHRB.

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 wager are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering: Northern California Off Track Wagering, Inc. (NCOTWINC)

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the fair proposes to offer its live audiovisual signal: Exhibit 4

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: Exhibit 5

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Exhibit 4

F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: Exhibit 5

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

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: tvg.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 (Sec 19604 et seq).

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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

William A Nader, President & CEO

cc: Heather Haviland, Wayne Atwell

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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

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

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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 23, 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 contracted with Monarch Content Management to negotiate ADW agreements for the fair signals.

The Thoroughbred Owners of California (TOC) are working with Monarch to establish rates for a new ADW provider, AmWest Entertainment, LLC. Representatives of TOC and PCQHRA will provide approval of ADW agreements once that rate is established.

As we receive each ADW provider agreement, and the horsemen's agreements, we will forward those agreements 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

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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

CHRB 12(D & E) - CARF Exhibit 5

Out of State Locations (if applicable)

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

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
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, 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

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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

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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". Exhibit 6

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
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	Standardbred	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

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Audrey Clifton, DVM
Clerk of Scales	Donnie Fowler
Clerk of the Course	Myra Troske
Film Specialist	Myra Troske
Horse Identifier	Gary Greiner
Horseshoe Inspector	Jackie Payton
Paddock Judge	Gary Greiner

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CHRB 12(G) - CARF Exhibit 7

Import Tracks (if applicable)

California imports are restricted by statue 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

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Patrol Judges	Lisa Wilkerson
Placing Judges	Stewards
Starter	Daniel Morris
Timer	Chris Lapham

B. Management officials in the racing department:

Director of Racing	Larry Swartzlander
Racing Secretary	Tom Doutrich
Assistant Racing Secretary	John Everly
Paymaster of Purses	Heather Haviland
Others (identify by name and title)	

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Coleman Reporters, 730 5th Street, Eureka, CA, 707-443-6465

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. See Exhibit 7. Pacific Coast Security, Gene Bass, Owner, 707-599-6500

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Grandstand (1-2 guards), Grounds (2-3 roving guards) and 3 licensed gatepeople on 8-hour shifts.

1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

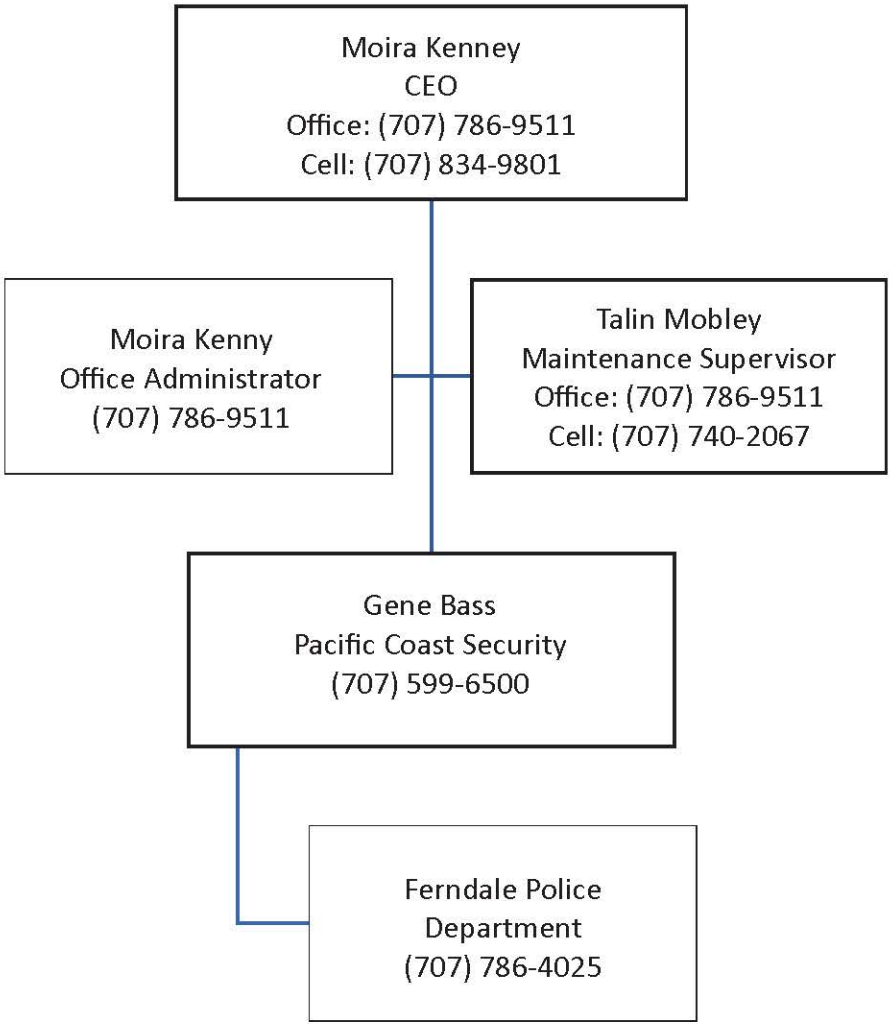
2. Detention Stalls:
   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period. N/A
   c. Describe number and location of surveillance cameras in detention stall area. N/A

3. TCO2 Testing:
   a. Number of races to be tested and number of horses entered in each race to be tested. All

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CHRB 14(A) - CARF Exhibit 8

Humboldt County Fair
Security Department Organizational Chart



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horses in Thoroughbred races where the number is determined by 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: 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 seciruty guard when detention stalls area occupied.

C. Describe the electronic security system. CARF-owned surveillance equipment and protocols travels between racing fairs.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Four (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: Human: City Ambulance of Eureka, 135th Street, Eureka, 707-445-4907. Equine: 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: N/A

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 Exhibit 9

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Physicians from Redwood Memorial Hospital rotate on a daily basis. 707-725-7328

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Redwood Memorial Hospital, 330 Renner Drive, Fortuna. 707-725-7328

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Manager: Moira Kenney, CEO. Assistant Manager: Larry A. Swartzlander, Director of Racing.

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

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City Ambulance
of Eureka · Fortuna · Garberville
135 West Seventh St. Eureka, CA 95501 707.445.4907

May 4th, 2024

Moira Kenny, Chief Executive Officer
Humboldt County Fair Association
1250 5th Street
Ferndale, CA 95536

Dear Ms. Kenny,

City Ambulance of Eureka, Inc. of Eureka, California operates emergency and non-emergency ambulance transportation in Humboldt County. All of our paramedic staff are licensed with the California Emergency Medical Services Authority, in addition to being accredited by the LEMSA (local emergency medical services agency) in the area in which they are practicing. The current status of any paramedic license can be verified by CA EMSA on their website: https://emsverification.emsa.ca.gov/Verification/.

Please feel free to contact me if you require further information. I can be reached anytime at (619) 366-3057.

Sincerely,

Katie Baza
Operations Supervisor

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/08/2024

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
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
City Ambulance of Eureka, Inc.
135 West 7th Street
Eureka CA 95501 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:	Underwriters At Lloyds London	15792
INSURER E:	ACE Property & Casualty Insurance Co.	20699
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570105629558 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			XSLG48900860 SIR applies per policy terms & conditions	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$2,750,000 $100,000 $10,000 $2,750,000 $5,000,000 $2,750,000 $250,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H10818345	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$10,000,000
E	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			XCQG72514816004 Umb - Auto	03/31/2024	03/31/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC55519870 AOS SCFC55520124 WI	03/31/2024 03/31/2024	03/31/2025 03/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	E&O - Professional Liability - Excess			CSHLC2401663 Ex Prof(Claim Made)/Ex GL SIR applies per policy terms & conditions	03/31/2024	03/31/2025	Per Claim SIR - Ex Prof SIR - Ex GL	$12,000,000 $10,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 135 W. 7th St., Eureka, CA 95501; 320 Spruce St., Eureka, CA 95503; 3132 Walford Ave., Eureka, CA 95503.

CERTIFICATE HOLDER

City Ambulance of Eureka, Inc.
135 West 7th Street
Eureka CA 95501 USA

CANCELLATION

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570105629558

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AGENCY CUSTOMER ID: 570000073826
LOC #:

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	City Ambulance of Eureka, Inc.
POLICY NUMBER: See Certificate Number: 570105629558	
CARRIER: See Certificate Number: 570105629558 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		WCUC55520045 OH SIR applies per policy terms & conditions	03/31/2024	03/31/2025		

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CHRB 15(C) - CARF Exhibit 9

Humboldt County Fair
First Aid and Medical Staffing

The Humboldt County Fair provides emergency care which supports comprehensive care for jockeys, track staff and allied personnel. Emergency care focuses on the immediate stabilization, comforting and evacuating injured racetrack personnel to appropriate hospital care facilities.

Two Emergency Medical Technicians from City Ambulance of Eureka are in an on-track ambulance, which is located within ease of access to the track during each day of training and racing. The ambulance and crew are present whenever horses are on the track (during both racing and training hours), and are responsible for initiating basic life support measures, including immediate medical stabilization, care and evacuation to medical care facilities.

Licensed Physicians are on-duty at Redwood Memorial Hospital and are responsible for ongoing care for jockeys, track staff and allied personnel requiring emergency medical care.

The Humboldt County Fair provides the services of a Kimzey Horse Ambulance, as well as an experienced driver and assistant who are responsible for the care, evacuation, and disposition of injured horses.

Redundant communication services are provided to ensure constant contact between all emergency care personnel. Two-way radio networks are established within the racing operations, as well as fair emergency operations. All key emergency card personnel also carry cell phones and each is provided a laminated card containing all contact numbers. The fair also has an emergency response cell which responds to all emergencies, both medical as well as non-medical.

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

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

- 2 EMT Certified or First Responders (First Aid Certificate) on site 11am – 7:00pm
- 1 Basic Life Support Kit (on-site at main offices)
- 5 Building Supervisors provided with stocked first kits (main grounds)

CHRB 15(F) - CARF Exhibit 10

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.

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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.

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CHRB 15(F) - CARF Exhibit 11

Jockey Emergency Medical Procedures - Spanish

Procedimiento en caso de Accidente en CARF

De ocurir un accidente en el hopodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siumpre que lo necesario para tartar a la(s) victima(s).

Sequridad

1. Tan pronto como sea possible, unmiembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsible del lugar del accidente. El miembro de seguridad sera responsible 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 asguarar el area donde la amulancia estara y prevenir que transeuntes y personas ajenas se acerquen.

3. Un miembro de seguridad del hipodrmomo sera responsible de escoltar a los vehiclulos de emergencia..

4. Los miembros de sequridad seran responsible 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 possible hacerlo de esa manera.

3. El veterinano del hipodromo debera decider si se sacrifice al caballo en la pista.

4. Sea possible 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 desputes de que la persona o caballo accidentado haya sido trasladado del lugar.

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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 responsible del lugar del accidente.

Locutor

El locator debera informar a los jinetes acerca de los detalles de la situcion (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 responsible 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 realize 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.

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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 23, 2024

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

Dear Honorable Members of the CHRB Board,

The Humboldt County Fair fire inspection is being scheduled. We respectfully request a 45-day exemption from the standards of CHRB Rule 1927, as the Humboldt County Fair will be complying with all local fire requirements and safety standards during the 2024 racing season.

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander
Executive Director
California Authority of Racing Fairs

Ferndale Fire Department
P. O. BOX 485 - FERNDALE, CALIF. 95536

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THE MOST WESTERLY FIRE DEPARTMENT IN THE UNITED STATES

May 4, 2024

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

CC: Moira Kenny, CEO
Humboldt County Fair Association

To Whom It May Concern:

This letter confirms inspection of the horse barn facilities of the Humboldt County Fair Association located at 1250 5th Street: Ferndale, California.

As of May 4, 2024, the horse racing facilities meet the requirements of the Ferndale Fire Protection District.

Final inspection of the horse racing facilities will be scheduled in early August before the horse barns and fairgrounds are in use before the start of the 2024 fair.

Ferndale Fire Department conducts regular training sessions on the Humboldt County Fairgrounds and are very familiar with the buildings, layout, and access points of the fairgrounds. Ferndale Fire will respond to any emergency that occurs during the annual Humboldt County Fair.

All areas of the Humboldt County Fairgrounds have access to fire hydrants for a water supply if needed.

Respectfully,

Rick Nicholson
Fire Chief
Ferndale Fire Protection District
Office - (707)786-9909
Email - chief@ferndalefire.org

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policy (if self-insured, provide details): California Fairs Service Authority (CFSA)

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: Winner's Circle Photo: Vassar Photography, 5075 Double Point Way, Discovery Bay. Racing Grandstand Sound System: Universal Balance, 2163 Park Avenue, McKinleyville. Armored Car Services: NOTWINC, 11875 Dublin Blvd., Dublin. Portable Stalls: Stall West, Inc., 4149 Burnett Road, Lincoln.

B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting: $60,000
Promotional/Marketing budget for prior race meeting: $60,000

C. Number of hosts and hostesses employed for meeting: 4

D. Describe facilities set aside for new fans. N/A

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Remodeled paddock, fencing and surface improvements, upgrades to tack rooms and stalls, gravelling backside for dust control and cementing tack rooms.
2. Fans We have moved our simulcast area to expand the capacity and include more tote machines. We are also expanding the viewing area on the west side of the paddock to accommodate additionl fans.

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CERTIFICATE OF PARTICIPATION

GENERAL LIABILITY RISK SHARING PROGRAM
ADMINISTERED BY
CALIFORNIA FAIR SERVICES AUTHORITY

(A Joint Powers Authority herein referred to as the **Authority**)
1776 Tribute Road, Suite 100, Sacramento, CA 95815

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

Covered Party: Humboldt County Fair & Event Center

Mailing Address: 1250 5th Street
Ferndale, CA 95536

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

Maximum Limits of Coverage: For **Bodily Injury**, **Property Damage**, **Personal Injury, Employment Practices Liability,** or **Public Officials Errors and Omissions Liability**

$25,000,000	Per any one **Occurrence**, Offense or **Wrongful Act**, inclusive of **Defense** obligations.
$25,000,000	Aggregate Limit of Protection during each **Annual Period**, applied all **Occurrences** arising out of the **Product Hazard** and **Completed Operations Hazard**, inclusive of **Defense** obligations.

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



AUTHORIZED SIGNATURE

CERTIFICATE OF PARTICIPATION

WORKERS' COMPENSATION RISK SHARING PROGRAM
ADMINISTERED BY
CALIFORNIA FAIR SERVICES AUTHORITY

(A Joint Powers Authority herein referred to as the **Authority**)
1776 Tribute Road, Suite 100, Sacramento, CA 95815

The Participating Entity named below is protected for certain risks of liability by the Workers' Compensation Risk Sharing Program administered by the Authority. The Memorandum Stating the Terms and Conditions of the Workers' Compensation Risk Sharing Program Administered by California Fair Services Authority and the CSAC Excess Insurance Authority Excess Workers' Compensation Program Memorandum of Coverage describe the protections offered by the Program and are the controlling documents for the Program. This Memorandum is not an insurance policy.

Participating Entity: Humboldt County Fair & Event Center

Mailing Address: 1250 5th Street
Ferndale, CA 95536

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

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CALIFORNIA FAIR SERVICES AUTHORITY
1776 Tribute Road, Suite 100, Sacramento, CA 95815
EXCESS GENERAL LIABILITY
INSURANCE CERTIFICATE

PARTICIPATING ENTITY:	Humboldt County Fair & Event Center
Address:	1250 5th Street Ferndale, CA 95536

The above fair is included under the California Fair Services Authority General Liability Risk Sharing Program. Coverage terms are summarized below:

INSURANCE COMPANY:	PRISM
POLICY NUMBER:	PRISM-PE 23 EL-116
POLICY TERM:	07/01/2023 to 07/01/2024
A.M. BEST RATING:	A:XV Admitted

Limits of Excess Liability	•$24,900,000 Each Occurrence or Wrongful Act inclusive of defense obligations/$24,900,000 annual aggregate each for Products/Completed Operations, Public Officials Errors and Omissions, and Employment Practices Liability •Limits apply separately to each member
Underlying Protection:	California Fair Services Authority General Liability Program, Primary Liability Coverage as shown in Memorandum Stating the Terms and Conditions of the Primary General Liability Risk Sharing Program Administered by the California Fair Services Authority
Limits of Underlying Protection:	$100,000 each occurrence or wrongful act inclusive of defense obligations

IMPORTANT: This is a summary only. It does <u>not</u> include all of the terms, coverages, exclusions, limitations and conditions in the actual excess insurance contract and in the underlying Memorandum.

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CALIFORNIA FAIR SERVICES AUTHORITY

1776 Tribute Road, Suite 100, Sacramento, CA 95815

EXCESS WORKERS' COMPENSATION INSURANCE CERTIFICATE

PARTICIPATING ENTITY:	Humboldt County Fair & Event Center
Address:	1250 5th Street Ferndale, CA 95536

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

POOL MEMBER:	PRISM Excess Workers' Compensation Program
CERTIFICATE NUMBER:	PRISM-PE 23 EWC-33
POLICY TERM:	07/01/2023 to 07/01/2024

LIMITS OF INSURANCE

Named States:	California	
Excluded States:	None	
Policy Period:	July 1, 2023 thru July 1, 2024 **Both days at 12:01 A.M. standard time at the insured participant's address above**	
Self-Insured Retention Limits of CFSA Underlying Coverage:	Each accident: Each employee for disease:	$500,000 $500,000
Limit each Accident:	Workers' Compensation: Employers Liability:	Statutory $5,000,000
Limit each employee for disease:	Workers' Compensation: Employers Liability	Statutory $5,000,000

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

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3. Facilities in the restricted areas N/A

18. SCHEDULE OF CHARGES

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

Admission (general)	$15
Admission (clubhouse)	N/A
Reserved seating (general)	No Charge
Reserved seating (clubhouse)	N/A
Parking (general)	$5
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	$3
(off-track)	$3

B. Describe any "Season Boxes" or other special accommodation fees. $500 for box seats.

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 18

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys. Separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was requested and will be completed prior to start of meet.

B. Number of rooms used for housing on the backstretch of the racetrack: 6

C. Number of restrooms available on the backstretch of the racetrack: 6

D. Estimated ratio of restrooms to the number of backstretch personnel: 1:10

21. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition.
Organic dirt, silt, clay, sand, and Fir bark (composition and amendments per routine lab tests).

C. The percent of cross slope in the straightaways is: 5.3-5.4%
The percent of cross slope in the center of the turns is: 5.6%

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D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner Rail: Fontana Safety Rail; Outer Rail: Aluminum gooseneck, supports with aluminum top rail; Inner Rail Height: ¼ mile/42", ½ mile/40.5", ¾ mile/40", 1 mile/42" (finish line).

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

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

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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.

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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,

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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 (60^{th}) day after the close of the 2024 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120^{th}) 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 60^{th} (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 (120^{th}) 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

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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,

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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

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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

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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

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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

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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

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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.

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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

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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.

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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

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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.

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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

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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

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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

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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

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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;

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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;

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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

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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

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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

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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 attorney s fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

20.6 Inconsistent Language: When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

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

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(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 T RAC KS' 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

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

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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
20CE9094162E418...
Bill Nader, President & CEO

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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 5th 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

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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

❖ ALAMEDA COUNTY FAIR	2023	2024
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	$75,000 Guaranteed	$50,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59th 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 Hdcp 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 (($25,000 from CTBA) Three-year olds & Upward – Six Furlongs	$75,000 Guaranteed	$75,000 Guaranteed
Bulldog Hdcp, 27th Running Three-Year Olds & Upward, One & 1/8 Miles	$75,000 Guaranteed	$50,000 Guaranteed

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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
Claming	$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

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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.

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ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT

N/A

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ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

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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)

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ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY

To be provided.

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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

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- 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.

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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.

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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.

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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.

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"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.

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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

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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 ın 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.

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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

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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.

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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

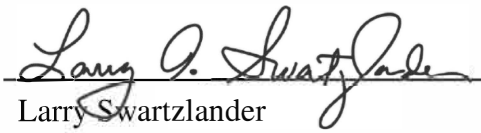
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims, or privileges at any time whether during or after the term of this Agreement.

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IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

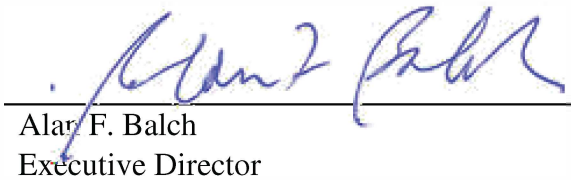
4/8/24
Dated:



Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

April 5, 2024
Dated:



Alan F. Balch
Executive Director

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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 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Christina Estrada Interim CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

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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.

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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

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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

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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.

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(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.

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(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

PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC.

BY: _____

Dino Perez, PCQHRA

Address:
PO Box 919
Los Alamitos, CA 90720

DATED 4/8/24

CALIFORNIA AUTHORITY OF RACING FAIRS

BY: _____

Larry A. Swartzlander
On behalf of the TRACKS listed in Appendix "A"
Address:
California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

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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	Moira 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

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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

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a California joint powers agency

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

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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.

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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.

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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 verity 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.

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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 thefurosemide 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.

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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.

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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.

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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 I 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

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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.

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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.

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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

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statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

X 
Signature

Larry A. Swartzlander	Director of Racing	5-18-23
Print Name	Print Title	Date

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a California joint powers agency

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

June 12, 2024

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

Dear Honorable Members of the CHRB Board,

Outstanding materials, inclusive but not exclusive to the below listed, from the Humboldt County Fair 2024 race dates at Big Fresno Fair will be provided no later than the final deadline for the Big Fresno Fair license application in late July:

- American Ambulance Certificate
- Fresno Fire Clearance and/or Inspection Dates
- Certificate of Workers' Compensation Coverage

As the items are received, they will be forwarded 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

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

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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: SUPPLEMENTAL APPLICATION TO ADDRESS HUMBOLDT AT FRESNO. Humboldt County Fair, 1250 5th Street, Ferndale, CA, 95536, 707-786-9511

B. Fair association is a: ☐ District Fair ☒ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person. Moira Kenny, Chief Executive Officer, 707-786-9511, ceo@humboldtcountyfair.org

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: September 11-17, 2024

B. Actual dates racing will be held: September 13, 14, 15

C. Dates racing will **NOT** be held: September 11, 12, 16, 17

D. Total number of racing days: 3

E. Days of the week races will be held: Friday-Sunday
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

A. Total number of races: 30

B. Number of races by breed:

27 Thoroughbreds	3 Quarter Horses	Appaloosas
Arabians	Paints	Mules

CHRB CERTIFICATION

Application received: 6/11/24
Reviewed: RP

Hearing date: 6/20/24
Approved date:
License number:

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C. Number of races daily:

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

D. Total number of stakes races by breed:
0 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item E that have been altered or added or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes).

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: Undetermined at this time.

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: Andy Titus (President), Greg Gomes (1st VP), Lawrence Dwight (2nd VP), Jack Rice (Treasure), Sandy Hanks (Secretary), Darren Hansen, Robert Prior, Johanna Rodoni, Wayne Wilson, Clint Duey

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Greg Gomes (Chair), Andy Titus, Darren Hansen, Wayne Wilson

C. Name and title of the fair manager or executive officer and the names and titles of all department

managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Moira Kenney, CEO; Sandra Rios, Stable Manager

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Moira Kenney, CEO, Humboldt County Fair, 1250 5th Street, Ferndale, California, 95536, humcofair@frontiernet.net

5. TAKE OUT PERCENTAGE

A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

☐ Yes ☒ No

Wager(s) to be adjusted:

Proposed percentage: %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen's organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
N/A		

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 384,942
   Prior meet actual: N/A

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

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Current meet estimate: 128,314
Prior meet actual: N/A

2. Overnight stakes:
Current meet estimate: 0
Prior meet actual: N/A

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: 0
Prior meet actual: N/A

3. Non-overnight stakes:
Current meet estimate: 0
Prior meet actual: N/A

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 0
Prior meet actual: N/A

4. Total Purses (7A1 + 7A2 + 7A3):
Current meet estimate: 384,942
Prior meet actual N/A

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

Current meet estimate: 32,785
Prior meet actual: N/A

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

Current meet estimate:		Prior meet actual:	
CTT	1,264		N/A
TOC	2,303		N/A
NTRA	443		N/A
PCQHRA	424		N/A
CWRA	0		N/A
ARAC	0		N/A
AMRA	0		N/A
CHBPAPEN	3,452		N/A
CTHF	3,452		N/A
Total:	11,338	Total:	N/A

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: 429,065
Prior meet actual: N/A

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

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Current meet estimate: 143,022
Prior meet actual:

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: 374,143
Prior meet actual: N/A

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 124,714
Prior meet actual: N/A

F. Purse funds to be generated from interstate handle:
Current meet estimate: 24,107
Prior meet actual: N/A

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 8,036
Prior meet actual: N/A

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: Bowen, McBeth, Inc., 10722 Arrow Route, Suite 110, Rancho Cucamonga, California, 91730, craigbmiller@verizon.net, 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: 624

B. Minimum number of stalls believed necessary for the meeting: 624

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: None

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D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F through H if the fair will request reimbursement for off-site stabling, as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c).

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Oversight by Dr. Forrest Franklin, 916-585-2050. Dr. William Grantham, 415-860-8113; available at Fresno: September 15-October 15, 2023 from 6 a.m -11a.m. onsite during training hours and workouts. Dr. Ashton Cloninger, 415-254-1630, on live racing days during racing and on-call for emergencies as needed.

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	☐ Yes	☐ No

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Race #1	On File with CHRB	☒ Yes	☐ No
Race #2	On File with CHRB	☒ Yes	☐ No
Race #3	On File with CHRB	☒ Yes	☐ No
Race #4	On File with CHRB	☒ Yes	☐ No
Race #5	On File with CHRB	☒ Yes	☐ No
Race #6	On File with CHRB	☒ Yes	☐ No
Race #7	On File with CHRB	☒ Yes	☐ No
Race #8	On File with CHRB	☒ Yes	☐ No
Race #9	On File with CHRB	☒ Yes	☐ No
Race #10	On File with CHRB	☒ Yes	☐ No
Race #11	N/A	☒ Yes	☐ No
Race #12	N/A	☒ Yes	☐ No
Race #13	N/A	☒ Yes	☐ 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. No new requests.

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. (Am Tote), 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%
Race #1	On File with CHRB.
Race #2	On File with CHRB.
Race #3	On File with CHRB.
Race #4	On File with CHRB.
Race #5	On File with CHRB.
Race #6	On File with CHRB.
Race #7	On File with CHRB.
Race #8	On File with CHRB.
Race #9	On File with CHRB.
Race #10	On File with CHRB.

Race #11	N/A
Race #12	N/A
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. Agreements on file with CHRB.

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 wager 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: On File with CHRB.

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: On File with CHRB.

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: On File with CHRB.

F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: On File with CHRB.

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". On File

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with CHRB.

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 On File with CHRB.

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	Harness	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

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Ashton Cloninger
Clerk of Scales	Steve Fisher
Clerk of the Course	Dawn Schmid
Film Specialist	Steve Fisher
Horse Identifier	Gary Greiner
Horseshoe Inspector	Jackie Payton
Paddock Judge	Jayme Thomas
Patrol Judges	Tammy Morris, Stephen Fisher
Placing Judges	Angela Couton
Starter	Manuel Trujillo

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Timer	Jelina Pike

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: Esquire Deposition Services, 155 E. Shaw Ave., Suite 201, Fresno, CA 93704, 559-261-2324; Tricia Martinez.

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. Director of Racing, Larry A. Swartzlander, (916) 799-7084; Organizational chart attached as Exhibit 8.

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 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. Surveillance cameras are located at each end of the detention shedrow with two cameras in between.

3. TCO2 Testing:
   a. Number of races to be tested and number of horses entered in each race to be tested. All horses in Thoroughbred races where the number is determined by random algorithm

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generator.

b. Plan for enhanced surveillance for trainers with high-test results: Trainer will be relocated to ten (10) stalls adjacent to the Test Barn with 24-hour surveillance.
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: American Ambulance, 2911 E. Tulare Ave., Fresno, CA, 93721, 559-443-5900. Human Service: American Ambulance shall provide an Advanced Life Support (ALS) ambulance with minimum staffing of one paramedic and one emergency medical technician during training from 6:30 a.m. until 10:00 a.m. daily. In addition to scheduled racetrack workouts, an ambulance will be provided from Noon until the end of racing each day, for the duration of the race meet. American Ambulance, 2011 E. Tulare Street, Fresno, CA, 93721, 559-443-5900. Emergency Contact: Russ Richardson. CCEMSA Communications Center Supervisor, 559-600-7406 or 911. Fresno County Contract 07-292 and CCEMSA policy 200 specifices American Ambulance as the paramedic provider servicing the "Fresno County Exlusive Operating Area", including the area of the Big Fresno Fair. Licensing and certification as well contract compliance is monitored by the Central California Emergency Medical Services Authority as well as the California Emergency Medical Services Authority. Equine: 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: N/A

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. Each paramedic ambulance is equipped to provide Advanced Life Support as outlined in CCMESA policy 291, including ECG monitoring, defibrillation, endotracheal intubation, needle thoracotomy, intravenous fluid, medication, spinal immobilization, splinting and hemorrhage control.

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

E. Name, address, and emergency telephone number of the hospital to be used for admittance and

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treatment of emergency injuries in the event of an on-track injury to a jockey: Community Medical Centers, 2823 Fresno Street, Fresno, CA, 93715, 559-459-6000.

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): Christina Estrada, Interim CEO, Big Fresno Fair, and Ronnie Mobley, Racing Manager, Big Fresno Fair.

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): Calfornia Fairs Services Authority (CFSA)

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:

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: Part of the overall Big Fresno Fair Marketing Plan and Budget: TBD. This applies to all items in 17.
Promotional/Marketing budget for prior race meeting:

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-10001

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: QUARANTINE VETERINARY HORSE BARN

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, Fresno, CA 93702

INSPECTION INFORMATION

Inspection Number : 146752

Inspection Type: Annual

Inspection Date : 08/22/2023

Inspection Status : Passed

Inspector: Diane Faneite

Inspection Hours : 0.25

Inspector Signature: D. Faneite

Travel Hours : 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of QUARANTINE VETERINARY HORSE BARN located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.
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Accompanied By:

Signed: 08/23/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-10002
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: DEAD HORSE BARN
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, Fresno, CA 93702

INSPECTION INFORMATION

Inspection Number : 144731
Inspection Type: Annual
Inspection Date : 07/18/2023
Inspection Status : Passed
Inspector: Diane Faneite
Inspection Hours : 0.25
Inspector Signature: D. Faneite
Travel Hours : 0

Inspection Comments: On July 18, 2023, An Annual inspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Rod Seitz conducted an annual inspection of DEAD HORSE BARN located at 1121 SOUTH CHANCE AVENUE Fresno CA 93720

.

The provided Fire Alarm System test record from Sebastian completed by Fire Technician Richard Jensen's noted that as of 7/11/ 2023 there are no fire alarm deficiencies.

.

The Fire Sprinkler Riser has been tagged,

Accompanied By:

Signed: 08/08/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00031 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 18

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146634 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 18 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00032 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 19

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146360 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0.25

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 19 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00033 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 20

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146361 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 20 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00034 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 21

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146362 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 21 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00035 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 22

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146363 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 22 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00036 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 23

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146364 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 23 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00037 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 24

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146365 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 24 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00038 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 25

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146633 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 25 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00039 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 26

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146632 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 26 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00040 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 27

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146631 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 27 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00041 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 28

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146366 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 25 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00042 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 29

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146630 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 29 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00043 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 30

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146629 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 30 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00044 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 31

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146628 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 31 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00045 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 32

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146627 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 32 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00046 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 33

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146368 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 33 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00047 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 34

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146369 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.5

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 34 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00048 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 35

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146626 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 35 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00049 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 36

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146372 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 36 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00050 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 37

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146625 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 37 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00051 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 38

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146375 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 38 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00052 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 39

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146624 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 39 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00053 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 40

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146379 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 40 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00054 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 41

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 146380 **Inspection Type:** Annual

Inspection Date : 08/16/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 41 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/16/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

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OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00055 **JURISDICTION:** Life Safety South

BUILDING OWNER: **BUILDING NAME:** HORSE BARN # 42

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 146623 **Inspection Type:** Annual

Inspection Date : 08/21/2023 **Inspection Status :** Passed

Inspector: Diane Faneite **Inspection Hours :** 0.25

Inspector Signature: D. Faneite **Travel Hours :** 0

Inspection Comments: On August 16, 2023, A reinspection occurred. Deputy State Fire Marshal Diane Faneite accompanied by Tim Immel conducted a reinspection of Horse Barn 42 located at 1121 SOUTH CHANCE AVENUE Fresno CA93720.

.

No deficiency noted at this time.

Accompanied By:

Signed: 08/21/2023

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 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: Big Fresno Fair/21 DAA

Mailing Address: 1121 S. Chance Avenue
Fresno, Ca 93702

Protection Period: From July 1, 2023 at 12:01 a.m. Pacific Standard Time until July 1, 2024. For **Workers' Compensation**

Maximum Limits of Protection:

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

CERTIFICATE OF PARTICIPATION

GENERAL LIABILITY RISK SHARING PROGRAM
ADMINISTERED BY
CALIFORNIA FAIR SERVICES AUTHORITY

(A Joint Powers Authority herein referred to as the **Authority**)
1776 Tribute Road, Suite 100, Sacramento, CA 95815

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

Covered Party: Big Fresno Fair/21 DAA

Mailing Address: 1121 S. Chance Avenue
Fresno, Ca 93702

Protection Period:

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

Maximum Limits of Coverage:

For **Bodily Injury**, **Property Damage**, **Personal Injury, Employment Practices Liability,** or **Public Officials Errors and Omissions Liability**

$25,000,000	Per any one **Occurrence**, Offense or **Wrongful Act**, inclusive of **Defense** obligations.
$25,000,000	Aggregate Limit of Protection during each **Annual Period**, applied all **Occurrences** arising out of the **Product Hazard** and **Completed Operations Hazard**, inclusive of **Defense** obligations.

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



AUTHORIZED SIGNATURE

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CALIFORNIA FAIR SERVICES AUTHORITY
1776 Tribute Road, Suite 100, Sacramento, CA 95815
EXCESS GENERAL LIABILITY
INSURANCE CERTIFICATE

PARTICIPATING ENTITY:	Big Fresno Fair/21 DAA
Address:	1121 S. Chance Avenue Fresno, Ca 93702

The above fair is included under the California Fair Services Authority General Liability Risk Sharing Program. Coverage terms are summarized below:

INSURANCE COMPANY:	PRISM
POLICY NUMBER:	PRISM-PE 23 EL-116
POLICY TERM:	07/01/2023 to 07/01/2024
A.M. BEST RATING:	A:XV Admitted

Limits of Excess Liability	•$24,900,000 Each Occurrence or Wrongful Act inclusive of defense obligations/$24,900,000 annual aggregate each for Products/Completed Operations, Public Officials Errors and Omissions, and Employment Practices Liability •Limits apply separately to each member
Underlying Protection:	California Fair Services Authority General Liability Program, Primary Liability Coverage as shown in Memorandum Stating the Terms and Conditions of the Primary General Liability Risk Sharing Program Administered by the California Fair Services Authority
Limits of Underlying Protection:	$100,000 each occurrence or wrongful act inclusive of defense obligations

IMPORTANT: This is a summary only. It does <u>not</u> include all of the terms, coverages, exclusions, limitations and conditions in the actual excess insurance contract and in the underlying Memorandum.

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CALIFORNIA FAIR SERVICES AUTHORITY

1776 Tribute Road, Suite 100, Sacramento, CA 95815

EXCESS WORKERS' COMPENSATION INSURANCE CERTIFICATE

PARTICIPATING ENTITY:	Big Fresno Fair/21 DAA
Address:	1121 S. Chance Avenue Fresno, Ca 93702

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

POOL MEMBER:	PRISM Excess Workers' Compensation Program
CERTIFICATE NUMBER:	PRISM-PE 23 EWC-33
POLICY TERM:	07/01/2023 to 07/01/2024

LIMITS OF INSURANCE

Named States:	California	
Excluded States:	None	
Policy Period:	July 1, 2023 thru July 1, 2024 **Both days at 12:01 A.M. standard time at the insured participant's address above**	
Self-Insured Retention	Each accident:	$500,000
Limits of CFSA Underlying Coverage:	Each employee for disease:	$500,000
Limit each Accident:	Workers' Compensation:	Statutory
	Employers Liability:	$5,000,000
Limit each employee for disease:	Workers' Compensation:	Statutory
	Employers Liability	$5,000,000

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

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C. Number of hosts and hostesses employed for meeting:

D. Describe facilities set aside for new fans.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen
2. Fans
3. Facilities in the restricted areas

18. SCHEDULE OF CHARGES

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

Admission (general)	Free (normally $12 during fair)
Admission (clubhouse)	N/A
Reserved seating (general)	Free (normally $6 during fair)
Reserved seating (clubhouse)	$10
Parking (general)	$15
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	$3
(off-track)	$3

B. Describe any "Season Boxes" or other special accommodation fees. Season box seats will remain at 2023 levels and the additional September dates will be added for free.

C. Describe any "package" plans such as combined parking, admission, and program.

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters.

☒ Corners (lockers and cubicles) How many 23

☒ Showers	☒ Steam room, sauna, or steam cabinets	☒ Lounge area
☐ Masseur	☒ Food/beverage service	☒ Certified platform scale

B. Describe the quarters to be used for female jockeys. Separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) N/A.

B. Number of rooms used for housing on the backstretch of the racetrack: 22

C. Number of restrooms available on the backstretch of the racetrack: 15

D. Estimated ratio of restrooms to the number of backstretch personnel: 12-1

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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.

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: metal (powder coated); Outer Rail: metal, aluminum and galvanized chainlink; Inner Rail Supports: metal gooseneck; Inner Rail top shield is made of sheet metal, shield is 39" above the racetrack.

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.

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NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

23. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

X Larry A. Swartzlander
Signature

Larry A. Swartzlander	Director of Racing	6-7-24
Print Name	Print Title	Date

Agenda Item #6

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STAFF ANALYSIS

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

Board Meeting
June 20, 2024

ISSUE:

Pursuant to California Horse Racing Board (Board) Rule 1807, Authorized Horse Sales, California Thoroughbred Breeders Association requests Board approval of its upcoming horse sale scheduled for August 13, 2024, at the Alameda County Fairgrounds in Pleasanton, California.

BACKGROUND:

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

RECOMMENDATION:

This item is presented for Board discussion and action.

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May 15, 2024

Scott Chaney, Executive Director
CHRB

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

Mr. Chaney,

The CTBA will host its annual Yearling & Horses of Racing Age Sale on August 13th, at the Alameda County Fairgrounds in Pleasanton. It is expected that there will be approximately 150 horses on the grounds for the sale beginning August 10th through August 15th. This sale includes mostly yearlings and a small group racing age horses.

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

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

Sincerely,

Doug Burge
President

201 Colorado Place, Arcadia, CA 91007
(626) 445-7800 • http://www.ctba.com

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STAFF ANALYSIS

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

Board Meeting
June 20, 2024

ISSUE:

Pursuant to California Horse Racing Board (Board) Rule 1807, Authorized Horse Sales, Fasig-Tipton Co., Inc. requests Board approval of its upcoming horse sale scheduled for September 24, 2024, at Fairplex Park in Pomona, California.

BACKGROUND:

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

RECOMMENDATION:

This item is presented for Board discussion and action.

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Subject: Fasig Tipton Yearling Sale Approval

Good Morning Yannet,

Thank you for the email, we are having our annual yearling sale on September 24th at Fairplex Park again. We plan to have roughly 300 horses again and continue a strong market for California breeders.

The horses will be on the grounds from September 19th-25th. We will have all required protocols in place as well.

Thank you,

Mike Machowsky

California/Account Representative
626-483-2500

Agenda Item #8

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STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE LOS ALAMITOS EQUINE SALE COMPANY'S REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT LOS ALAMITOS RACE COURSE IN CYPRESS, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.

Board Meeting
June 20, 2024

ISSUE:

Pursuant to California Horse Racing Board (Board) Rule 1807, Authorized Horse Sales, Los Alamitos Equine Sale Company, LLC requests Board approval of its upcoming horse sale scheduled for October 5 and 6, 2024, at the Los Alamitos Race Course in Cypress, California.

BACKGROUND:

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

RECOMMENDATION:

This item is presented for Board discussion and action.

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LOS ALAMITOS Equine Sale

Pacific Coast Quarter Horse Racing Association

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

June 4, 2024

The Los Alamitos Equine Sale Company requests CHRB approval under Rule 1807 (Authorized Horse Sales) for its 20th Annual Quarter Horse Yearling and Mixed Stock Sale. The sale will be held at Los Alamitos Race Course on October 5th & 6th 2024.

The sales company owners are Edward C. Allred and Steve Burns, DVM, managed by the Pacific Coast Quarter Horse Racing Association. As in previous years, the sale pavilion will be held outdoors under a 100x200 tent on the old Cypress Golf Club premises. The temporary barns are assembled on a Los Alamitos Race Course parking lot section.

If you have any comments or questions, please contact me.

Sincerely,

Dino Perez
PCQHRA

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com
website: www.losalamitosequinesale.com

Agenda Item #9

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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
June 20, 2024

Application: Gaslamp Tavern LLC, San Diego, California

Licensing Period: June 20, 2024 – June 19, 2029

Required Information	Status	Comments	CHRB Rule/Law
Additional Satellite Wagering Facilities Within 20-mile Radius	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Agreement with the 22nd District Agricultural Association to operate within a 20-mile radius on file.	BPC 19605 & 19605.25 (a)(1)
Association Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	• 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	SCOTWINC	BPC 19605.25 & 19605.3
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Applicant submitted the fire inspection report and follow-up correspondence with the fire prevention regulatory body. Pending follow-up inspection.	Rule 2066
Facility Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Enforcement inspection conducted. A follow-up inspection, tentatively scheduled for July, will be conducted when the facility is operating.	Rule 2066

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Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ 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	☒ Accepted ☐ Follow Up Required ☐ Outstanding	_____	Rule 2066
Administrative Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Active Licenses $500 Fee Required Signatures	Rule 1481 Rule 2066 Rule 2066

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

June 14, 2024

Southern California Off Track Wagering Ltd.
P.O. Box 255563
Sacramento, CA 95825
Attn: Mr. Rick Baedeker
General Manager

RE: Statutory Consent to the Establishment of a Minisatellite Wagering Facility at the Gaslamp Tavern located at 868 Fifth Avenue, San Diego, California 92101

Dear Sir or Madam:

The 22nd District Agricultural Association (the "District"), as a "Racing Fair," a "State Designated Fair" and a "District Agricultural Association" (as those terms are defined in the California Business and Professions Code), is authorized by the California Horse Racing Board to operate on the District's property located at 2260 Jimmy Durante Boulevard, Del Mar, California, 92014 (the "District's Premises") (1) an annual live horse race meet and (2) Satellite Wagering, as set forth in California Business and Professions Code, Division 8 [Special Business Regulations], Chapter 4 [Horse Racing], Article 9.2 [Satellite Wagering], Sections 19605, *et seq*.

Southern California Off Track Wagering Ltd. ("SCOTWINC") has asked the California Horse Racing Board ("CHRB") to approve the establishment of a minisatellite wagering facility at the Gaslamp Tavern located at 868 Fifth Avenue, San Diego, California 92101(the "Proposed Minisatellite Site"). Since the Proposed Minisatellite Site is located within a 20-mile radius of the District's Premises, at which satellite wagering is conducted, Section 19605.25(a)(1) of the California Business & Professions Code requires that the District give its consent to SCOTWINC (the "Statutory Consent") prior to the establishment of a minisatellite wagering facility at the Proposed Minisatellite Site.

At the request of SCOTWINC, the District **hereby** provides the Statutory Consent to SCOTWINC required for the establishment of a minisatellite wagering facility at the Proposed Minisatellite Site.

A facsimile or electronic signature (including a signature by "pdf") to this letter shall count the same as an original signature for all purposes whatsoever.

22nd DISTRICT AGRICULTURAL ASSOCIATION, a California state institution

By: _____
Carlene Moore
Chief Executive Officer

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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: ☐ Racing Association ☐ Fair ☐ Federally Recognized Indian Tribe	☐ Card Room/Gambling Establishment ☒ Restaurant/Bar ☐ Other Business Entity

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**
Phone: **619.239.3339**	Fax: **n/a**	Website: **www.gaslamptavern.com**
County: **San Diego**	Zone Location: North ☐ South ☒ Central ☐ (To be completed by CHRB staff)	

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

☐ Corporation ☐ Public ☐ Private ☐ Sub-S ☐ Sub-C ☐ Limited Partnership ☒ Limited Liability Company	☐ Partnership & Joint Venture ☐ Sole Proprietorship	☐ Other If you have listed your company as Other, please identify your company structure.

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?	If yes, on which stock exchange?
Yes ☐ No ☒	

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.

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Minisatellite Wagering Applicant Form - Gaslamp Tavern

CALIFORNIA HOST TRACKS / ASSOCIATIONS

Associations/Hosts With Contract/Agreement:	Phone / Fax
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	30-day Notice Letter:
Fee received by: YG	Approved on:
Reviewed by: YG	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 Borba**	Signature of Applicant Representative RCB
Title **Member, Operations Manager**	Date 3-28-2024

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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.

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(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:	Fax number:
(916) 263-3346	**(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	Signature of association representative
Larry Swartzlander	Larry G. Swartzlander
Title	Date:
Executive Director	3/13/24

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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:

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

Telephone:	Fax number:
(858) 755-1141	**(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	Signature of association representative
Josh Rubinstein	Josh Rubinstein
Title: President & COO	Date: 3/4/24

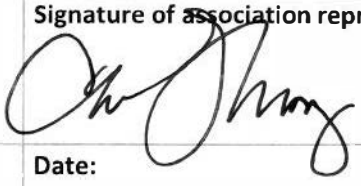
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PART II – Gaslamp Tavern

CONTRACTED ASSOCIATION INFORMATION One copy of Part II shall be completed by each contracted association.	
Name and mailing address of association: 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:** J Jack Liebau
Title: Manager	**Date:** 3/28/2024

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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: **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

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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: 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:** F Jack Liebau
Title: Vice President	**Date:** 3/28/2024

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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: 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

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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: 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

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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: 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

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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: Watch&Wager.com, LLC 20 California Street, 7th 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

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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, 1Oam 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 m inimum 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**

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

March 4, 2024

Ms. Nicole Gravely
Regulations Analyst
California Horse Racing Board
NLGravely@chrb.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,

Bill Nader

Bill Nader
President & CEO

cc: Rick Baedeker, SCOTWINC General Manager

TOC
285 W. Huntington Dr., Arcadia, CA 91007
(626) 574-6620

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

xc: Rick Baedeker, SCOTWINC

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

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California Harness Horsemen's Association

P.O. Box 254767
Saxcramento, 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

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Minisatellite Wagering Applicant Form - Gaslamp Tavern

CALIFORNIA HOST TRACKS / ASSOCIATIONS

Associations/Hosts With Contract/Agreement:	Phone / Fax
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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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 MINISATILLITE 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.

GASLTAV-01 REYAN1

CERTIFICATE OF LIABILITY INSURANCE

DATE 12/14/2023

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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	CONTACT NAME:	
Snapp & Associates Insurance Services, LLC 3838 Camino Del Rio, N. Ste. 310 San Diego, CA 92108	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	X COMMERCIAL GENERAL LIABILITY			EVG00046802	4/24/2023	4/24/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIQUOR LIABILIT	$ 1,000,000
A	AUTOMOBILE LIABILITY			EVG00046802	4/24/2023	4/24/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		72WECAY8GRW	7/12/2023	7/12/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

FOR INSURANCE PURPOSES ONLY

CANCELLATION

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

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POLICY NUMBER: EVG000468-02

COMMERCIAL GENERAL LIABILITY
CG 20 13 12 19

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

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
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

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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.

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

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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

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

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

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

Violation Notes:

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

Violation Notes:

Violation 5

Clear exit path on second floor

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

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

Violation Notes:



04/23/2024 12:18 PM

Gaslamp Tavern
Annual

Inspection conducted on April 23, 2024
Total Code Sections: 5

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.

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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

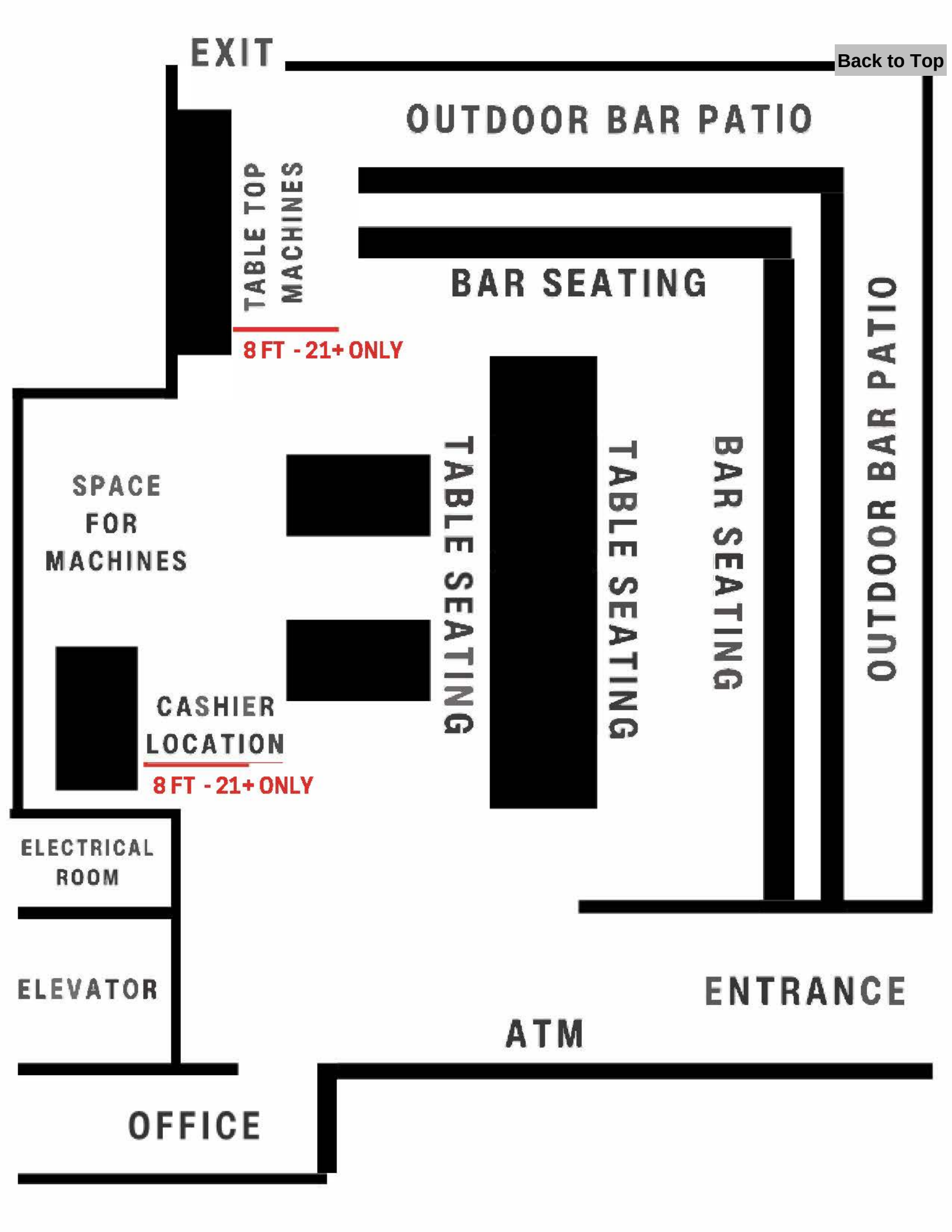
Gaslamp Tavern located at 868 5th Ave San Diego Ca 92101 is equipped with video surveillance and a monitored alarm system. The wagering office will have surveillance, alarm and a reinforced door.

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

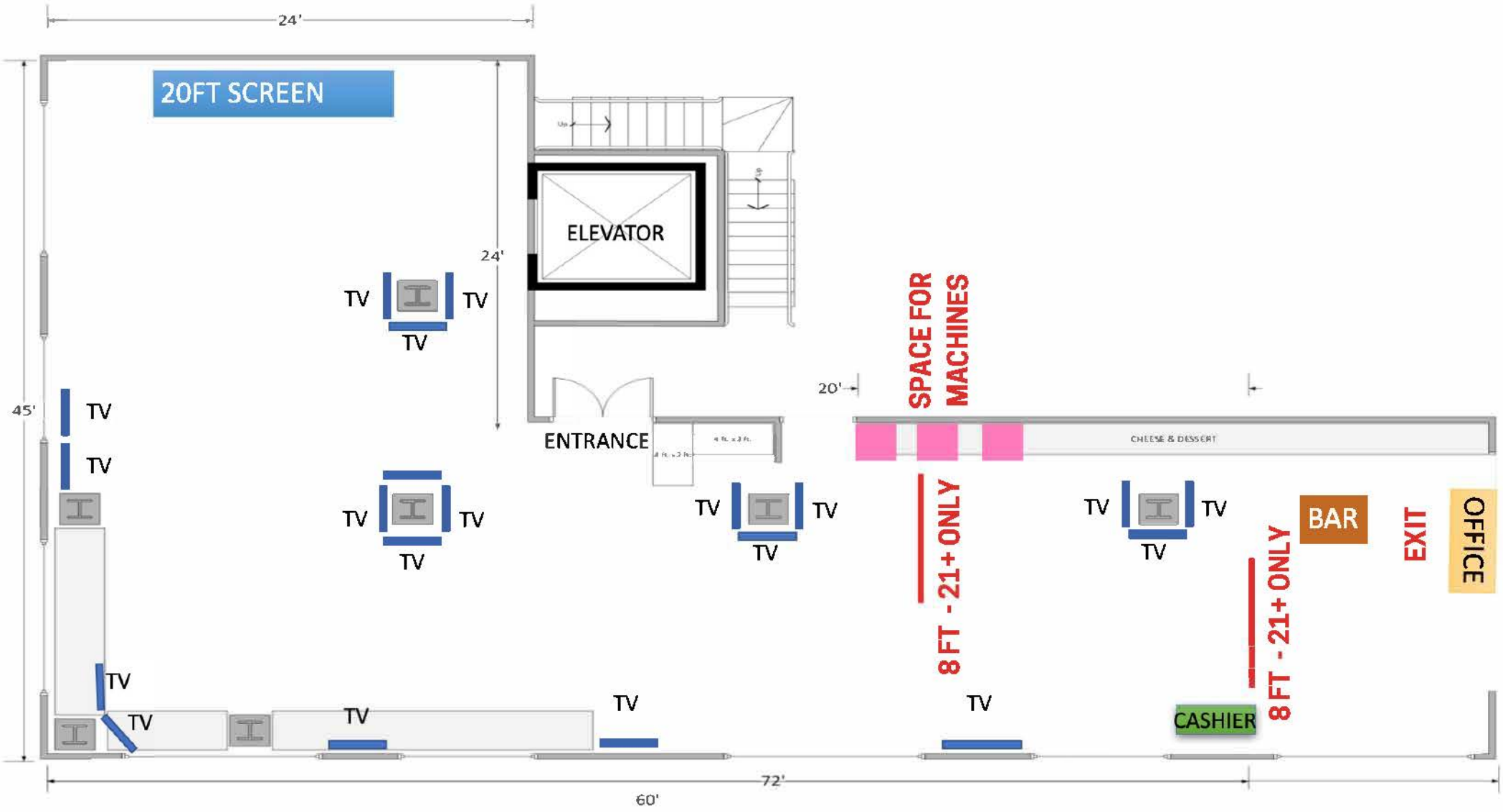
All of Gaslamp Tavern Front of House service employees have the California Responsible Beverage Service Training

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

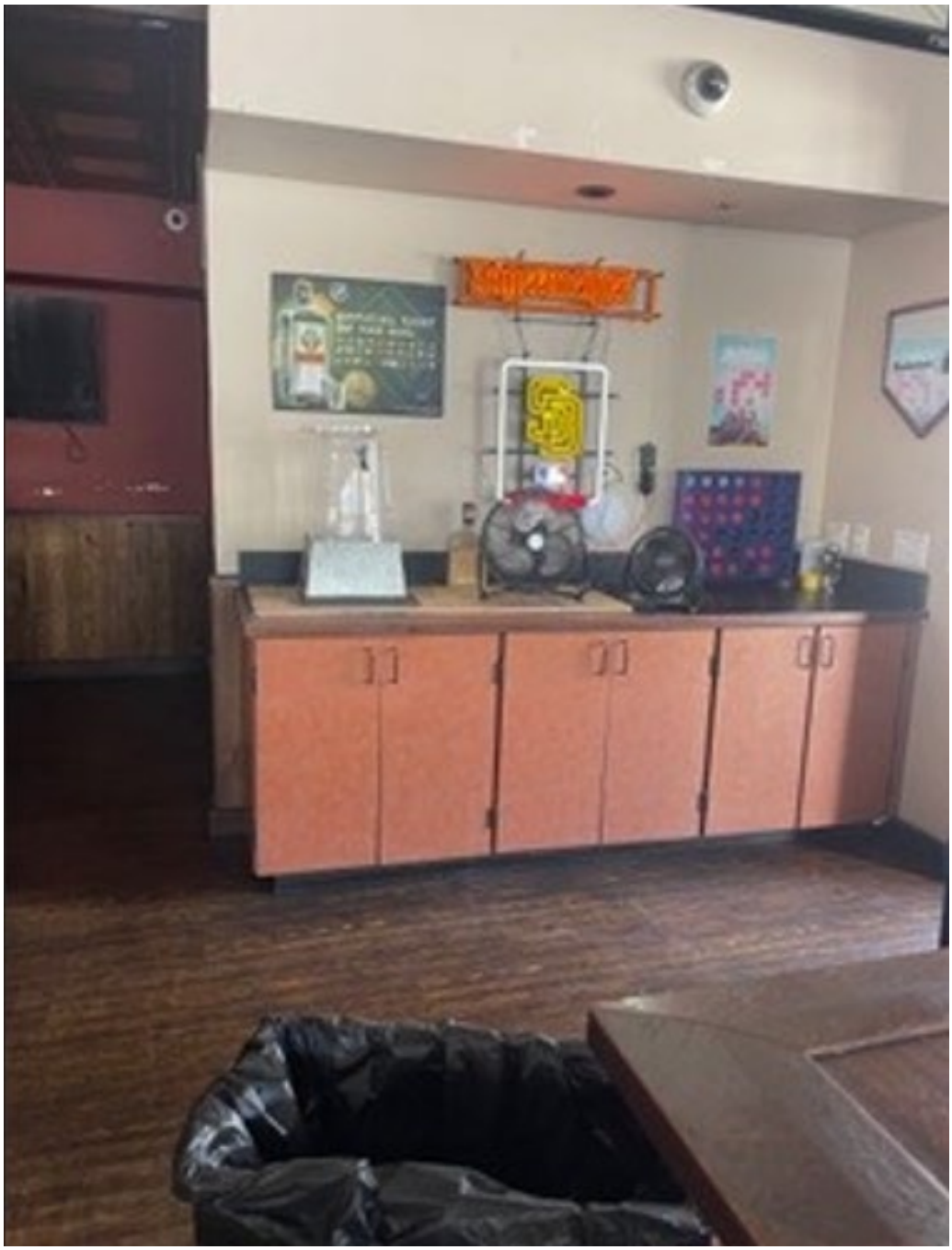

EXIT
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OUTDOOR BAR PATIO
TABLE TOP MACHINES
8 FT - 21+ ONLY
BAR SEATING
OUTDOOR BAR PATIO
SPACE FOR MACHINES
TABLE SEATING
TABLE SEATING
BAR SEATING
CASHIER LOCATION
8 FT - 21+ ONLY
ELECTRICAL ROOM
ELEVATOR
ENTRANCE
ATM
OFFICE

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24'
20FT SCREEN
ELEVATOR
24'
TV
TV
TV
45'
TV
TV
TV
TV
TV
TV
TV
TV
TV
TV
TV
TV
TV
ENTRANCE
20'
SPACE FOR MACHINES
CHEESE & DESSERT
8 FT - 21+ ONLY
8 FT - 21+ ONLY
BAR
EXIT
OFFICE
CASHIER
72'
60'

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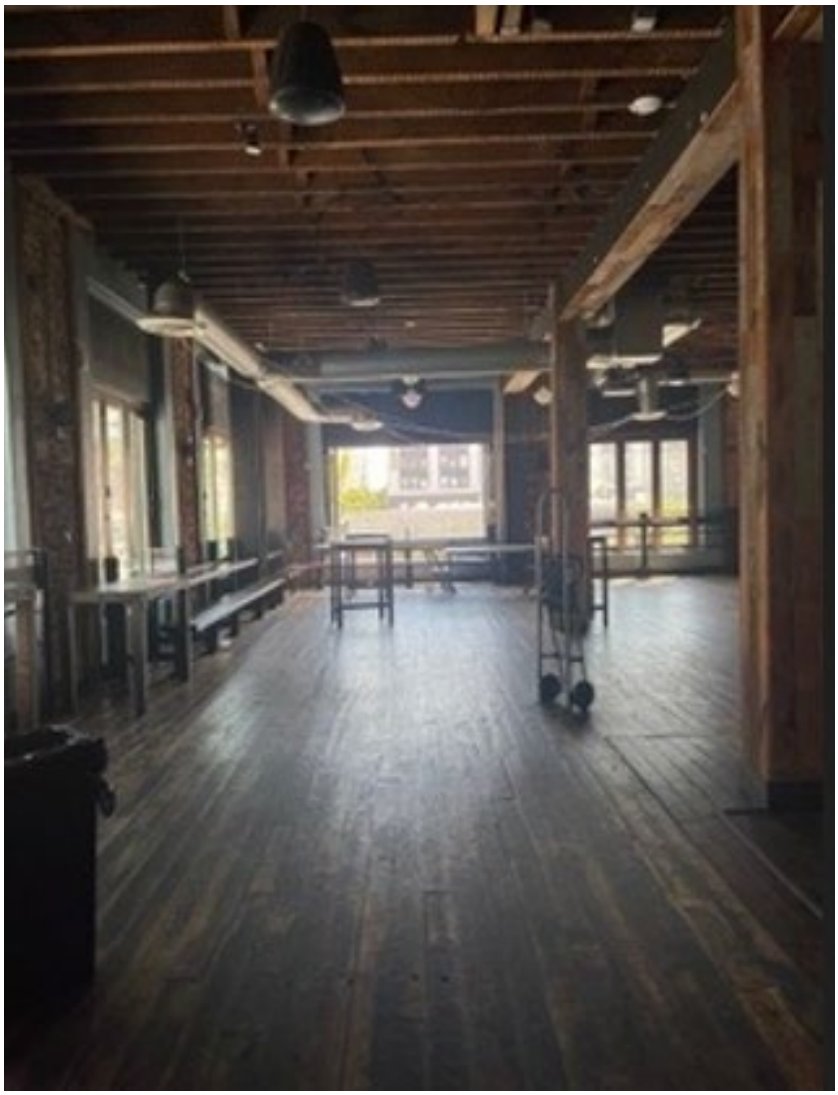
Gaslamp Tavern LLC – Upcoming Minisatellite - Photos



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VI. ADVERTISING AND PATRON DEVELOPMENT

Describe any advertising or promotional plans. Social media; g**roup 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 **X** ☐

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

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

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE NEW APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT MCBEARS SOCIAL CLUB, EL CERRITO, CALIFORNIA, FOR A PERIOD OF UP TO FIVE YEARS

Board Meeting
June 20, 2024

Application: McBears Social Club, El Cerrito, California

Licensing Period: June 20, 2024 – June 19, 2029

Required Information	Status	Comments	CHRB Rule/Law
Additional Satellite Wagering Facilities Within 20-mile Radius	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Letter regarding agreement with the Solano County Fair to operate within a 20-mile radius received on 06/09/24.	BPC 19605 & 19605.25 (a)(1)
Association Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	• California Authority of Racing Fairs (CARF) • Del Mar Thoroughbred Club • Los Alamitos Quarter Horse Racing Association • Los Alamitos Racing Association • Los Angeles County Fair • Los Angeles Turf Club • Watch and Wager	BPC 19605.3
Simulcast Organization Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	NCOTWINC agreement received on 06/07/24.	BPC 19605.25 & 19605.3
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance reinspection completed 09/07/23.	Rule 2066
Facility Inspection	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Inspection to be completed within 90 days of licensure.	Rule 2066
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Technology Insurance Company, Inc. effective 03/05/2024.	Rule 2066

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Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	_____	Rule 2066
Administrative Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Active Licenses $500 Fee Required Signatures	Rule 1481 Rule 2066 Rule 2066

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

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility CHRB–228
(New 11/08)

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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 horseracing meeting and/or parimutuel 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 association(s) that has/have reached an agreement 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 & 19605.3.

PART I
MINISATELLITE WAGERING APPLICANT INFORMATION

APPLICANT INFORMATION

Name of applicant: McBEARS SOCIAL CLUB

The applicant is:
- ☐ Racing Association
- ☐ Fair
- ☐ Federally Recognized Indian Tribe
- ☐ Card Room/Gambling Establishment
- ☐ Restaurant/Bar
- ☐ Other Business Entity

Facility street address: 10458 SAN PABLO AVENUE

Mailing address (if different from above):

E-mail address: KENSINGTON CIRCUS PUB @ GMAIL.COM

City: EL CERRITO | State: CA | Zip Code: 94530

Phone: (510)207-6166 | Fax: N/A | Website: MCBEARSSOCIALCLUB.COM

County: CONTRA COSTA

Zone Location:
North ☐ South ☐ Central ☐

(To be completed by CHRB staff)

CONTACT PERSON
(Authorized Representative)

Name and title of the contact person:
DONALD SCOTT MCFADIN, MANAGER

Business street address: 10458 SAN PABLO AVENUE

Mailing address (if different from above):

City: EL CERRITO | State: CA | Zip Code: 94530

County: CONTRA COSTA

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Scott McFadin
Phone: (510) 780-6446
Email: kensingtoncircuspub@gmail.com
Fax: N/A

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (Rev. 04/22)

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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 ownership column. For partners, following 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
GARY MANUEL	10458 SAN PABLO AVE	29.3	
DONALD SCOTT MC FADIN	EL CERRITO, CA 94530	29.3	
THOMAS SCOTT MCDONALD		27.3	
KENSINGTON CIRCUS PUB *		14.0	
*OWNED 100% BY GARY MANUEL + SCOTT MC FADIN			

Are shares listed for public trade?
Yes☐ No☐ N/A

If yes, on which stock exchange?
N/A

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
GARY MANUEL	MANAGER
DONALD SCOTT MC FADIN	MANAGER

ASSOCIATION CONTRACT/AGREEMENT

Names of racing associations with which you intend to have a contract or agreement:
ATTACHED

Addresses of racing associations:

Racing association phone numbers:

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Corrected ownership interests:
GARY MANUEL 29.3%
DONALD SCOTT MCFADIN 29.3%
THOMAS MCDONALD 29.4%
KENSINGTON CIRCUS PUB LLC 12% (owned by Scott McFadin and Thomas McDonald).

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California Host Tracks

Associations With Contract/Agreement:	Phone / Fax
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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State of California
California Horse Racing Board
Application for Licensure to Operate a Simulcast Wagering Facility
CHRB-228 (Rev. 04/22)

7/1/2024 to 7/1/2029
Dates during which the applicant proposes to operate as a simulcast wagering facility

NOTICE TO APPLICANT: [illegible]

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: N/A

Valid licensure period: Begin Date N/A End Date N/A

Facility name and address: N/A

City N/A State: N/A Zip Code N/A

County N/A

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: N/A

Facility name and address N/A

City N/A State N/A Zip Code N/A

Racing Jurisdiction N/A

BUSINESS STRUCTURE

☐ Corporation
- ☐ Public
- ☐ Private
- ☐ Sub-S
- ☐ Sub-C

☐ Partnership & Joint Venture
☐ Sole Proprietorship
☐ Other
If you have listed your company as Other, please identify your company structure.

☐ Limited Partnership
☒ Limited Liability Company

Registered Business Name: Barney Mc Bears LLC

Fictitious Business Name: Mc Bear's Social Club

Address: 10458 San Pablo Ave. El Cerrito, CA 94530

E-mail Address: KensingtonCircuspub@gmail.com

City El Cerrito State CA Zip Code 94530

Phone (510) 207-6166 Fax N/A

State where registered or Articles of Organization are filed: California

Registry or File number: STATE ID #: 201502210595

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB 228 (Rev. 04/22)

Proposed contract dates: From 7/1/24 To 7/1/29 (inclusive)

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:	30-day Notice Letter:
Fee received by:	Approved on:
Reviewed by:	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:
Donald Scott Mc Fadin

Title:
Manager

Signature of Applicant Representative:

Date:
5/10/2024

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

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PART II – McBear's

CONTRACTED ASSOCIATION INFORMATION

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

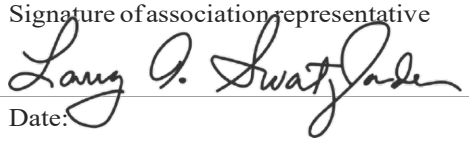
Name and mailing address of association:

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

Telephone:	Fax number:
(916) 927-7223	**(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	Signature of association representative
Larry Swartzlander	
Title	Date:
Executive Director	5/2/24

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

PART II – MCBEAR'S

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:	Fax number:
(858) 755-1141	**(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	Signature of association representative
Josh Rubinstein	Josh Rubinstein
Title **President**	Date 5/6/24

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PART II – McBear's

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: 5.7.24

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PART II – McBear's

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:** F. Jack Liebau
Title: Vice President	**Date:** 5/7/2024

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PART II – MCBEARS

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:** Jack Liebau
Title: Manager	**Date:** 5/7/2024

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PART II – McBear's

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:** 5/2/2024

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PART II – Watch & Wager

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, 7th 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:** B K
Title: CFO	**Date:** 6-1-24

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (New 11/08)

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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: Northern California Off-Track Wagering

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 it's totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

Submit a copy of each horsemen's written approvals.

Hours for operation of the facility: 10am - 2am daily.

Hours for operation of the minisatellite wagering site: 10am - 10pm, or conclusion of racing 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 association(s):
All California Host Tracks.

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 whether or not a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races": All imports offered by CA Hosts.

Estimated number of pari-mutuel terminals machines available: 8

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 (5)(b). Designated security person on site during all business hours; one clerk most days; two on bigger days as determined by host track director of mutuels.

II. SUPERVISION, SECURITY AND FIRE PREVENTION

Changes to management personnel and minisatellite manager(s) must be immediately reported to the Board.

Name of the individual(s) responsible for the day-to-day operation of the minisatellite facility:

Name and Title	CHRB License No. and Expiration Date
Rick Baedeker	405644; expires 09/2024

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California Harness Horsemen's Association

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

May 8, 2024

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

RE: McBear's minisatellite

Dear Ms Gravely,

This letter is to acknowledge the approval and support of the California Harness Horsemen's Association for McBear's minisatellite license in El Cerrito CA.

Sincerely,

Jimmy Perez
California Harness Horsemen's Association Executive Director

CC: Rick Baedeker, SCOTWinc

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Pacific Coast Quarter Horse Racing Association

May 8, 2024

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

RE: McBear's Social Club

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

xc: Rick Baedeker, SCOTWINC

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

June 7, 2024

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

RE: McBears Minisatellite – Initial Application

Dear Mr. Pimentel,

The Thoroughbred Owners of California approves the licensing by the California Horse Racing Board of McBears minisatellite.

Sincerely,

William A. Nader
President & CEO
Thoroughbred Owners of California

cc: Scott Chaney, CHRB Executive Director
Rick Baedeker, SCOTWINC General Manager

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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 is (if self-insured, provide details):

Attach a fire clearance from the fire authority having jurisdiction.

Attach a security plan to include: 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. Local: El Cerrito Police Department
On site: one designated security person daily; Gary Manuel @ (510) 356-4498 (MANAGER)

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 bar service

The seating capacity in the minisatellite wagering facility is: 80

The number of tables in the minisatellite wagering area is: 13 plus bar

Overall square footage in the minisatellite wagering area is: 1200sf

Attach a photograph of the minisatellite wagering area.

Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction: n/a

The total number of parking spaces available in the parking areas can accommodate (number of standard sized automobiles): Plentiful parking on adjacent boulevard and local side streets.

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 MINISATILLITE WAGERING FACILITY

Describe the television equipment (satellite receivers, decoders, controls, monitors, etc.) to be utilized at the facility: Multiple big screen televisions; satellite provided by Dish Network; communications technology provided by Roberts Communication Network.

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

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TECHNOLOGY INSURANCE COMPANY, INC.

[*59 Maiden Lane, 43rd Floor*
New York, NY 10038]

WORKERS' COMPENSATION

and

EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested.

[ ]	[ ]
[Stephen Ungar, Secretary]	[Christopher H. Foy, President]

To obtain information, please contact your agent or Technology Insurance Company, Inc. at **877-528-7878**. You may also write Technology Insurance Company, Inc. Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

WC 99 00 00 B

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	3/5/2024	Policy No.	TWC4397800	Endorsement No.	0
Insured	Barney McBears LLC			Premium $	6088
Insurance Company	Technology Insurance Company, Inc.				

EL CERRITO FIRE DEPARTMENT
10900 San Pablo Avenue
El Cerrito, CA 94530 – (510) 215-4450

Providing Fire Protection Services for the Communities of El Cerrito and Kensington

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GANG

FIRE SAFETY INSPECTION

Issued By 7/27/23 Date 7/27/23 Re-Inspection Date _____

10458 SAN PABLO | McBEARS | (510) 525-5346
Address | Business Name | Phone

I acknowledge both review and receipt of this Fire Safety Inspection form and that the business listed is subject to the City of El Cerrito's Master Fee Schedule Fire Department Occupancy fees.

× Melissa Martinez-Shannon Melissa M Shannon
Person Contacted | Signature

Building Owner | Address | Phone

1. ADDITIONAL INSPECTIONS:
☐ **Hood and Duct** ☐ **Fire Alarm** ☐ **Sprinkler** ☐ **Day Care**

2. EXITS:
✓ a. Remove all other locks or latches from doors with panic hardware……. (1010.9/ECFC 16.26.250)
✓ b. Remove storage and obstructions from exits, aisles, corridors and stairways……. (1031.2)
✓ c. Unlock all exit doors when the building or area served is occupied……. (1010.1.9/ECFC 16.26.240)
✓ d. Provide and maintain required (illuminated) exit signs letters at least 6" tall and exit lighting……. (1013)

3. FIRE ALARM SYSTEMS
N/A a. Maintain fire alarm system in operable condition……. (901.6)
___ b. Inspect fire alarm system quarterly, test at least annually and maintain adequate records……. (901.6/NFPA 72)
___ c. Replace and maintain fire alarm battery(s) as required by manufacturer……. (901.6/NFPA 72)

4. FIRE SEPARATIONS:
✓ a. Remove obstructions and alterations to fire doors and maintain closing and latching devices……. (705.1-705.2)
✓ b. Maintain or repair all fire walls and draft stops……. (703.1)
✓ c. Keep attic access and scuttle openings closed……. (705)

5. FIRE EXTINGUISHERS:
✓ a. Provide 2 extinguisher(s) of a 2A10BC minimum rating ……. (906/NFPA 10)
✓ b. Mount extinguishers where readily available, with top not higher than 5 feet……. (906.9/NFPA 10)
✓ c. Post signs indicating location where extinguishers are not readily visible……. (906.6)
✓ d. Service and tag (by State Licensee) each extinguisher annually and after each use……. (906.2.1 NFPA 10)
✓ e. Provide extinguisher for each floor level and every 75 feet of travel……. (906.1/Ch3 T 19)

6. FLAMMABLE LIQUIDS:
N/A a. Class 1 liquids shall be allowed to be stored in basements, if there is an Automatic Suppression and Fire Protection System provided ……. (5704.3.5.1)
___ b. Storage of flammable or combustible liquids without a permit is prohibited, except that which is required for maintenance and operations of building and equipment (***10 gal maximum***)……. (5704.3.4.4)
___ c. Remove flammable liquids not stored in original containers or of an approved type……. (5704.2.1)
___ d. Storage of any liquids, including stock for sale, shall not be stored in corridors, hallways, stairwells or be allowed to obstruct the routes of egress……. (5704.3.3.3)
___ e. Discontinue gravity dispensing for Class I-A liquids or use approved self or automatic closing dispensers for Class I-C, II or III Liquids……. (5705.2.4)
___ f. Discontinue misuse of flammable and combustible liquids……. (5701.1)
___ g. Post and enforce "No Smoking" signs in all area where combustible materials are stored or handled……. (5704.2.3.1)

7. HOUSEKEEPING:
___ a. Remove or store rubbish, waste material and oily rags in closed metal containers……. (304.3-304.3.4)
___ b. Clean grease filters and hood and duct systems over cooking appliances……. (607.3-607.3.4)
___ c. Provide noncombustible or other approved waste receptacles, as necessary……. (304.3.)
___ d. Discontinue misuse of extension cords (Extension cords and flexible cords shall not be a substitute for permanent wiring.)……. (604.5)
___ e. Maintain wiring in good condition in compliance with the California Electrical Code and protect from damage……. (604.1)
___ f. Remove combustibles and storage from mechanical and equipment room(s)……. (315.3.3)
___ g. Provide clearance between heat producing appliances and combustible material……. (305.1)
___ h. Arrange storage in orderly manner and provide for exiting and Fire Department access……. (315/316)
N/A i. Remove storage to 18 inches below level of sprinklers and 2 feet below ceiling……. (315.3.1/NFPA 13)
N/A j. Secure and identify compressed gas cylinders with name of product……. (5303.5)
N/A k. Where Sprinkler systems are installed, check sprinkler heads for paint, leaks, blockage……. NFPA 13

8. EXTERIOR HAZARDS:
___ a. Remove waste, trash and overgrown vegetation, store in closed metal containers……. (304)
___ b. Provide a minimum of 5 feet clearance between dumpsters, building openings, walls and eaves……. (304.3.3)
___ c. Outside storage of combustible materials shall not be located within 10 feet of a property line……. (304.1)
___ d. Maintain Vegetation to comply with the ECFD vegetation management standards……. (304.1.2/4901-4907)

9. PERMITS REQUIRED:
☐ **Assembly** ☐ **Repair Garage** ☐ **Dry Cleaning** ☐ **Welding Cutting**
☐ **Dispense and Store flammable liquids** ☐ **Compressed Gas**

ADDITIONAL COMMENTS AND/OR REQUIREMENTS: TD CLEARED BY EMAIL
315.3 REMOVE COM TO PROVIDE CLEARANCE BETWEEN HEAT PRODUCING APPLIANCE

OCCUPANT LOAD_____ SQUARE FOOTAGE_____ VIOLATIONS CORRECTED ☐
NOT CORRECTED ☐

KNOX BOX LOCATION _____ KEYS UPDATED _____

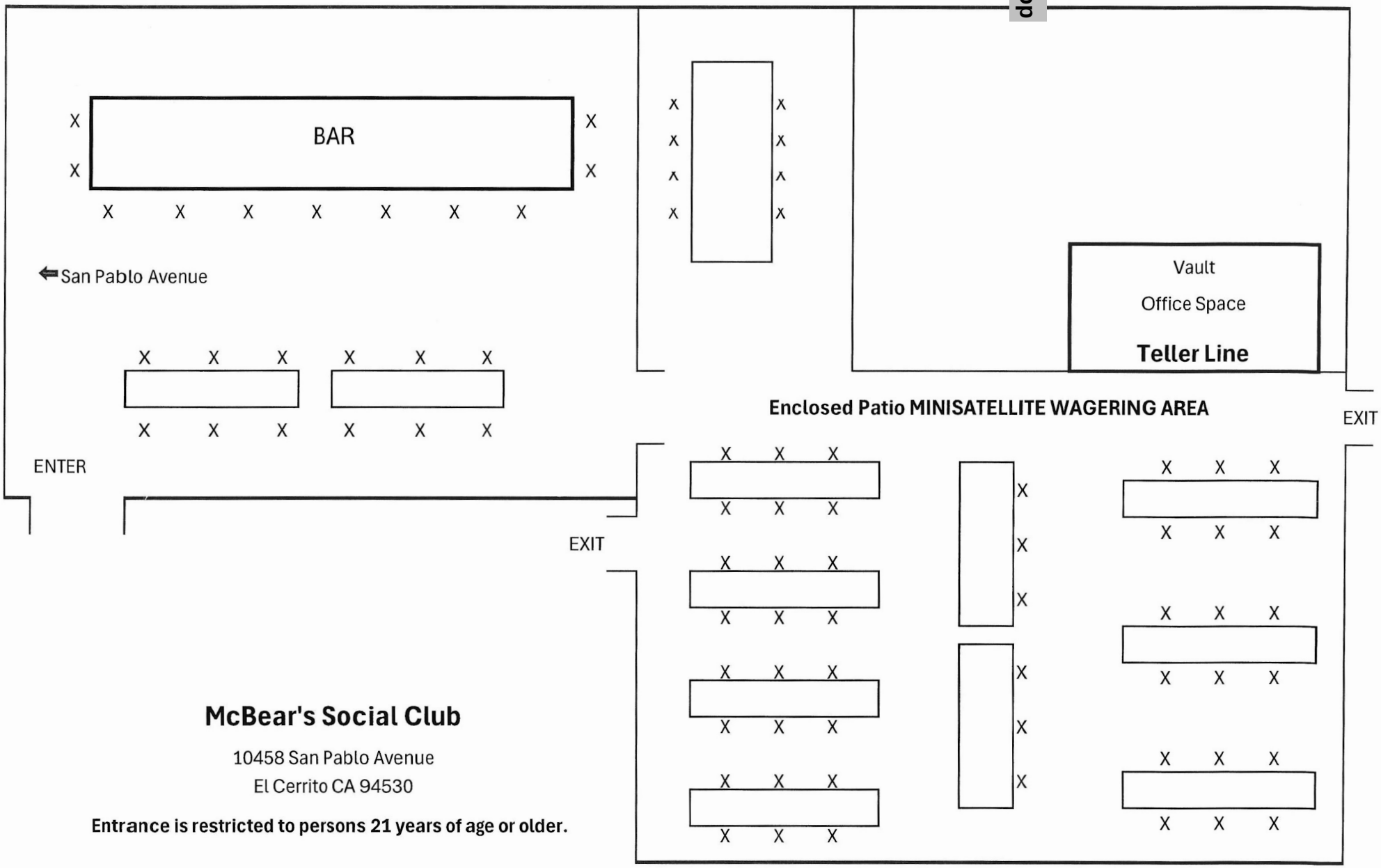
Emergency/Business Records Updated ☐ Business Lic. # _____ Exp. _____

Reinspection By _____ Date 9/7/23

Second Reinspection By _____ Date _____

(19-CFC) (Updated 12/2019)

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McBear's Social Club

10458 San Pablo Avenue
El Cerrito CA 94530

Entrance is restricted to persons 21 years of age or older.

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (New 11/08)

VI. ADVERTISING AND PATRON DEVELOPMENT

Describe any advertising or promotional plans: Primarily social media; local print and radio.

Describe any improvements to the facility that will directly benefit minisatellite wagering:
Renovation of the enclosed patio minisatellite wagering area.

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 two 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

agreements with the facility landlord and all applicable county, city or agency agreements that may affect the nonprofit 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 3.2, 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 on such application and who is not a State or County entity, or has not previously completed such disclosure when filing for a horse racing application pursuant to Article 3, section 19481 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 nonprofit facility applicant representative:
GREG LANNAN for MANUEL DONALD SCOTT MANUEL (proxy)

Signature of nonprofit facility representative: Date: 5/10/24

Print name of association representative:
Henry Edmund Whittaker (proxy)

Signature of association representative: Date: 5/13/24

Print name of simulcast organization representative:
LARRY SWARTZLANDER

Signature of simulcast organization representative: Date: 5/14/24

Print name of simulcast organization representative:
RICK BAEDEKER

Signature of simulcast organization representative: Date: 05/14/2024

Agenda Item #11

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STAFF ANALYSIS

DISCUSSION REGARDING COMPUTER ASSISTED WAGERING (CAW) IN CALIFORNIA

Regular Board Meeting
June 20, 2024

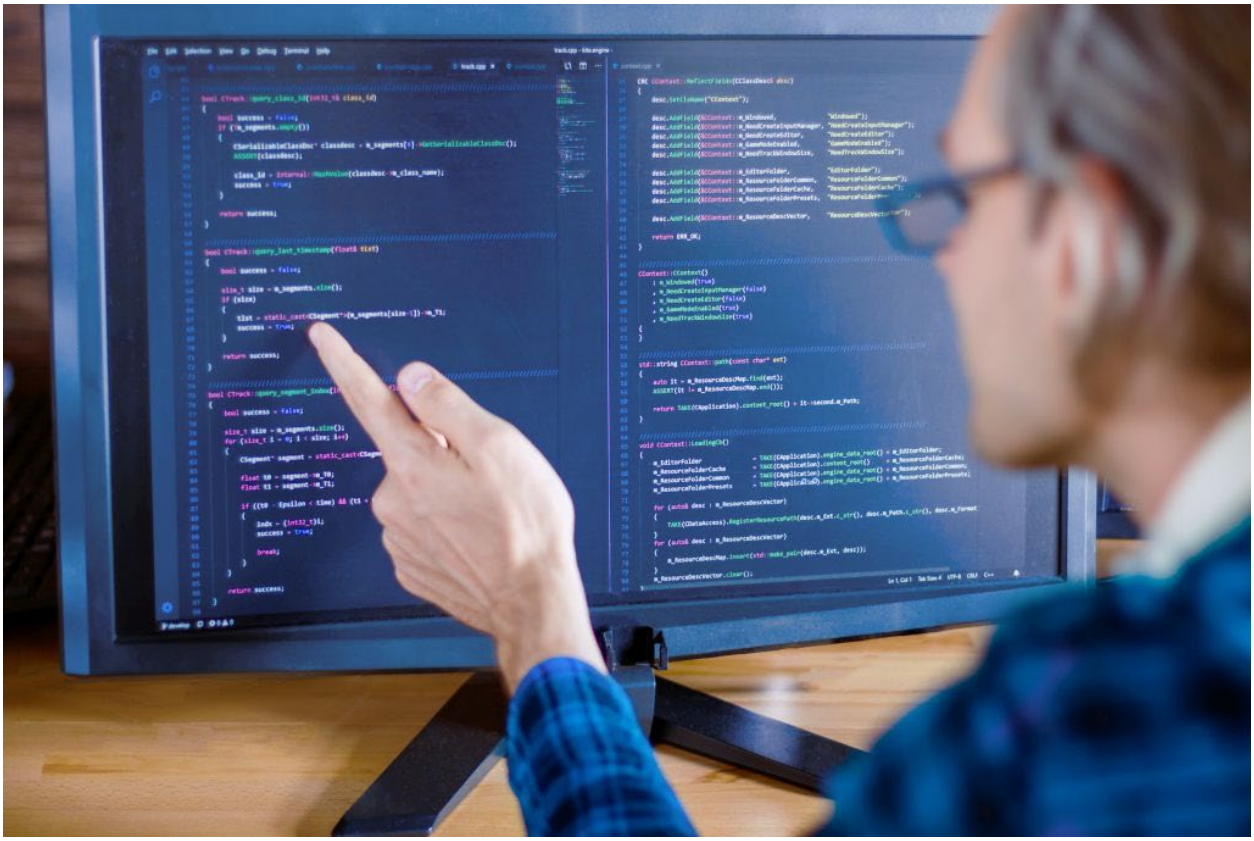
Computer Assisted Wagering (CAW) has been a topic of interest over the last few years in horse racing. Many articles, conferences, panels and opinion pieces have addressed the topic. Some states and associations have put safeguards in place to curb the practice while others have allowed the market to regulate its proliferation. While a much-discussed topic, what CAW is, how it works, what guardrails are in place, and who monitors its use, are poorly understood by the wagering public, the media and even state racing commissions. The CHRB has asked Scott Daruty of 1st Racing and Bill Nader of the Thoroughbred Owners of California to give the Board an overview of CAW in California.

This item is presented for Board discussion only.

Horseracing's True Lifeline

[Internet article written April 22, 2021]

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Past the Wire offers the first on the record conversation with a CAW player.

Separate the facts from the fiction about CAW players and high volume wagering outlets.

CAW or Computer Assisted Wagering players remain one of the biggest enigmas in the sport of thoroughbred racing. They are referred to as syndicates, rebate players, teams, whales, and are viewed by some as the enemy of the bettor and a detriment to the sport of kings. They're shrouded in mystery, and much of what has been reported about them, how they play, what they have access to and who they are, is simply not accurate.

I recently had a conversation with a **CAW player**, with the understanding I would write an article detailing key points in the interview. The purpose was to provide accurate information about computer assisted wagering so that people can form an opinion based on reality as opposed to inaccurate assumptions.

I was introduced to the player by an executive at one of the racetracks this player wagers on. The one condition that was placed on me was that the player remained anonymous. I both understood and respected this request. That said, the credibility of the article had to be equally protected.

As many of you know, ADW companies have something called TRA codes assigned to them so the wagers from the respective ADW companies can be tracked. CAW players receive their own TRA codes so their wagers, handle and everything they do can be tracked directly to them.

The Thoroughbred Racing Protective Bureau, or TRPB, has a policy to not be quoted as part of any article or by any media sources. Therefore, I was not able to confirm with the TRPB that the player I spoke with has been assigned their own TRA code. Accordingly, I had to confirm this and other facts in the article through other sources and my own due diligence, which I am confident in.

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In order to authenticate that the person I spoke with is a CAW player I confirmed with three differen US racetracks that this person has a TRA code and does in fact wager into their pools.

To keep things simple, I will refer to him as The Player going forward.

Before we get to the Q and A, here are some key points I learned or verified through the conversation.

There are four primary high-volume wagering outlets that CAW players wager through. They are Elite, which is part of The Stronach Group, RGS out of Nevada, Velocity which is part of Churchill Downs, and Centurion, which is also called PariBet.

CAW players are not teams or syndicates per se. In fact, most US racetracks require that each CAW player be a single individual who is responsible for the wagering activity. The TRA code through one of the four high volume wagering outfits is traceable to a single individual who is ultimately responsible and accountable for all wagers made through that assigned code. Not just anyone who has a large handle annually can get a TRA code and become a

CAW player. It requires a background review process, and the wagering companies screen them and know exactly who they are.

The number of CAW players in the industry can be determined by the number of TRA codes assigned accordingly.

Now our Q and A:

Q: How did you first become involved in horse racing?

The Player: As a handicapper. A friend took me to the racetrack in my 20's.

Q: What made you want to become a CAW player?

The Player: I wanted to get to the pinnacle of the game. I'm competitive, as most of us are, and I wanted to take it to the top level if I could. It has taken a long time, but I have been both fortunate and successful.

Q: How has your handle changed since you first became a CAW player, and were you successful as a handicapper prior to going CAW?

The Player: Well, the year before I went to CAW, I wagered about 106K and collected about 190K. So yes, I was successful, and was wagering about 100K a year. Today it is much higher.

Q: How much higher, is it one million annually, ten million annually?

The Player: Let's just say it is exponentially higher. And all of my wagering generates host fees which get paid to the racetracks and horsemen putting on the races.

Q: That is a considerable contribution to the sport, what do you think would happen to the game if all CAW players were driven away or barred?

The Player: Well, you would find certainly see handle reductions at most racetracks in North America. That handle reduction would cause a meaningful drop in purse money. It might not hurt the tracks with slot machine gaming as much because many of them derive a large portion of their purse money from slots. But for the tracks without slots, I suspect it would be quite harmful.

Q: You receive rebates based on the amount you wager. What do those rebates accomplish other than putting some extra money in your pocket? Obviously, we both understand playing more money will generate higher rebates, that is just business.

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The Player: The rebates allow me to play more and increase my churn significantly. They allow me to look at and play more tracks that I might not normally play or look at. I mentioned earlier that I made a pretty good profit my last year as a handicapper before becoming a CAW player. So, the rebate is not necessary for me to make a profit. But with the rebate, I can greatly increase my volume of wagering because even if I make a bit less back on my wagers the rebate helps me get to a positive return. The rebates allow me to get involved in more pools at more tracks.

Q: You said that you wanted to get to the pinnacle of the sport. Many players do, but not many go to CAW. What led you to becoming a CAW?

The Player: I actually started with a spreadsheet. Like an excel spreadsheet. Over time it became a bigger and more complex spreadsheet. I then had someone computerize it for me.

Q: What type of information goes onto the sheet?

The Player: The same things I used to look for when handicapping manually. Any CAW model will be based on the data fed into it, the angles along with all the relevant past performance data and statistics. There are certain angles I believe are important in the outcome of a race. My computer program just helps me analyze those angles more quickly and more efficiently. But the data alone is not enough because that data is available to everyone who wants it. What is important is how I interpret the data compared with how others interpret it.

Q: So, garbage in garbage out would apply.

The Player: Yes. If I based my computer program on underlying handicapping angles that are faulty, then no matter how quickly or efficiently those angles are analyzed, I'm still not going to win.

Q: Is it expensive to develop a model based on the angles and projections a savvy handicapper would want access to?

The Player: Yes, I have people who assist me, and keep up the computer model who I pay quite well. I spent a seven-figure sum and years of work to get to the point where I could begin as a CAW player.

Q: That is probably where the team or syndicate idea stems from, but to be clear the wagers are yours, based on your computer model that was designed based on concepts you developed over years.

The Player: Yes. They assist me, and I pay them well. But the wagers are mine. When my bets win it's my money, when they lose it's my loss. I pay people to help me update and operate the computer program so that I have more winners than losers.

Q: One thing I am very confident about, for a number of reasons is the inability of CAW players to see un-played or open combinations in multi-race jackpot wagers. I do not believe they can. Can you see open combinations not yet played in any multi-race wagers?

The Player: No, absolutely not. None of us can. I know I can't and if I can't other CAW players can't. We all receive the same data feed, and that is the same data feed as is sent to racetracks, OTBs and ADW companies around the country. It doesn't even make sense that we could know the un-played combinations. The CAW players play against each other and are in competition with each other. If CAW players had access to the un-played combinations, then there would be no single ticket winners. We'd all have it. We'd all literally have to be conspiring together to decide who hits what when.

Q: Additionally, and correct me if I am wrong, but I and many other players could have a ticket being structured on my app, or phone, and it could include open combinations, and at the last second, I (and the others) hit send, or bet, and there goes all those open combinations.

The Player: Yes, absolutely correct. It just can't be done.

Q: What types of wagers do you gravitate to?

The Player: I like the multi -race wagers. Win, place and show are difficult because the public is smart and those are very efficient pools. The multi-race wagers are more difficult to intuitively price and therefore having a good betting strategy helps. By betting strategy, I mean knowing how much to bet on each potential combination that I like. My computer model helps me refine my betting strategy.

Q: Where is your biggest edge as a CAW player? People say you can make voluminous bets with the touch of a single button at the last second. I don't know how that exactly would be an edge, I guess it can be, but is it true and where is the CAW edge?

The Player: Depending on the pool, it takes minutes not seconds, to get my bets in. In some pools when I have a very large number of combinations it can take several minutes to get all my bets in. I have to make sure I start betting early enough to get all my bets in. As for my edge, the more data available the more of an edge I think computer analysis can give you. Races and horses where a lot of data is available to analyze is where I think I generally do best. But it is important to know what data to value and what data to disregard. It's not the computer making that decision, it's me.

Q: That said if I devote enough time to a sequence, or race, to evaluate everything where it may take me several hours, where say your model can do multiple races in minutes, in my sequence you only have an edge if you are better than me or happen to be right and me wrong in that sequence. It is a fair fight because whoever makes the better selection will win, correct?

The Player: If you spend hours handicapping a sequence manually, and I do the same in a matter of minutes using my model, the one of us who will win is the one that picks the winning horses. All the computer power in the world doesn't help if I'm valuing the wrong factors and don't pick winners.

Q: Specifically, what does your model look for and access? Would that also be true for most of the models out there?

The Player: I look to accurately predict the probability of a horse winning and anticipate the odds on that horse. Once I assess the probability, I look at current odds. In multi-race wagers, just like you, and I am familiar with you from reading Wire the past few years, I anticipate what the actual odds will be. In predicting the probability of a horse winning, I care most about my homemade variables that my experience over years of watching races tells me are important.

Q: Ideally you are looking for horses with a higher than their odds probability of winning and using via computer all the information available in the past performances, and your spreadsheet angles to find them.

The Player: Yes, like any other player I am looking for a horse I think should be 8-1 where the odds are 10-1.

Q; Are there any disadvantages to being a CAW player?

The Player: For one, I can't cancel any wager. CAW players cannot cancel any wager once played, for any reason. Once we wager it stands, no cancellations at all. It is part of the

agreement. We are not allowed any alternates. If a race gets a surface switch and becomes an all-race like in certain jurisdictions we get killed. Or if a horse scratches and I get the post time favorite that for whatever reason I don't like in that particular race, I am stuck with it. All my wagers are seen and scrutinized. That is part of the deal as well.

Q: So, the high-volume rebates arrangement bars you from any cancellation for any reason, and leaves your wagers isolated for review and to be evaluated anytime?

The Player: Yes. That is true for all of us.

Q: Are there any other disadvantages to CAW players?

The Player: Well for one thing, when we are wrong, and like everyone else in the game we are wrong a lot, it is very costly. When things that are pretty much unpredictable occur, and we know they do, we have very bad days. Sometimes by the results I can tell CAW players got killed. When CAW players have a bad day, it is very costly to them and very advantageous to the retail players in the pool.

Q: I would say that a savvy player who say knows a trainer who flies under the radar likes to drop a horse after giving them a race on the grass prior to say Saratoga to win a race up there every few years, then sprint them on the dirt with blinkers on can actually give me an edge on you. Your model or any model won't know things and the sharp players can compete in those scenarios. Agree or disagree?

The Player: I agree. There are times my gut or instinct tell me something my model doesn't, and I find myself torn. It happens and I will usually stick by the model, and it can be costly and frustrating.

Due Diligence:

As aforementioned I could not utilize the TRPB although I attempted to do so. That said, anyone is welcome to contact them or any other source with actual knowledge of how CAW works, and I do not see how anything contained in this article could be called inaccurate. I was able to confirm through three different racetracks that the player was a CAW player with a TRA code. That was enough for me.

I also reviewed a racetrack simulcast contract which clearly addressed cancellations, and none are allowed by CAW players under any circumstances whatsoever.

High Volume Wagering Outlets:

RGS: I contacted RGS and John Brooks was willing to go on the record with me.

Mr. Brooks confirmed that no cancellations are allowed for any reason. Even if there is a late scratch that affects the race, or sequence, CAW players are locked in.

He also confirmed that CAW players do not have access to open or un-played combinations.

In closing Mr. Brooks added that the open un-played combination access is so misunderstood and inaccurately discussed he often fields inquiries on it from his own high-volume players.

Velocity (Churchill Downs): I wrote to a representative of Velocity on two occasions about speaking to him, but he did not reply.

Elite (The Stronach Group): Elite was willing to go on record with me. They confirmed no cancellations are allowed and also CAW players cannot see open or un-played combinations.

Centurion (PariBet): I was not successful speaking with anyone who would go on record at Centurion.

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In conclusion I found “The Player” to be both a gentleman and pleasure to talk with. He was open and transparent and did not refuse or evade any question I asked him. I would say he loves the game, and wants it to survive and thrive, and not solely because he is successful at it.

At some point we have to be realistic about CAW players. Are they the enemy of the bettor, horsemen or the sport? I have to say no. I think a better argument can be made they are essential to it, at least today. You don’t have to be a Rhodes Scholar or have a Harvard education to know the Player was correct in his fear about what would happen to the sport if CAW players were run off. We’d likely lose handle and purses would decline. The numbers don’t lie. What does our handle and all these record breaking all source handle days look like without them?

If they do not have an unfair advantage, and I do not see where they do, why would we not want them in the pool? If you are a recreational player or play simply for fun, you should appreciate the handle and what it contributes to the sport. If you are a professional or serious player looking to be one of the few who beat the game, suit up. May the best players win.

Contributing Authors:

Jon Stettin

Jonathan’s always had a deep love and respect for the Sport of Kings. Growing up around the game, he came about as close as anyone…

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STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING CREATION OF THE BOARD SUPPORT FORMULA FOR FISCAL YEAR 2024-2025.

Regular Board Meeting
June 20, 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. Sometime between 2009 and the present, the stakeholder formula failed to generate sufficient funds from each association to cover their respective direct costs, however all stakeholders continued to agree to the distribution. This fiscal year, stakeholders do not agree on the formula and therefore the Board will determine the formula by which the Board budget is funded once each association is assigned their direct costs. Factors that could be considered include but are not limited to, the number of racing days, direct costs of regulation, pre-SB16 license fee rates, 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.

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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.

To: CHRB Board
From: CHRB Legal
Date: May 28, 2024
Re: CHRB funding

Statutory Background

California Business and Professions Code (BCP) section 19612.8 provides 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." BPC section 19518(a)(3) provides that, "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."

Section 19612.8 was enacted in 1989 and applied solely to Harness associations. In 1991, it was expanded to include all other racing associations. Section 19518(a)(3) was similarly enacted in 1991. Based on the plain reading of these statutes, the law indicates that racing associations are obligated to pay for the actual costs necessary to run their race meet to include, the stewards, the official veterinarians and the costs for laboratory testing. These code sections have remained unchanged since their enactment.

Separately, in 2009, BCP section 19616.51(a) was enacted as an overhaul to the existing licensing fee structure. This section provides in relevant part, "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." The formula referenced in subsection (a) requires, "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." (BCP 19616.51(a)(1)).

Issue

Prior to 2024, the industry developed and utilized a funding formula pursuant to BPC 19616.51 that covered the operating costs of the CHRB and all associated drug testing. This year, certain associations have indicated that they would like a more equitable contribution from racing associations throughout the state to cover the costs provided in BPC 19612.8, which by law are required to be borne by each association. This departure will result in significant increased costs for smaller racing associations that have previously been subsidized by the larger racing associations. Currently, Southern California Thoroughbred tracks are paying over 80 percent of regulatory costs in the state.

Smaller racing associations have asserted that the funding formula in BCP 19616.51 usurps sections 19612.8 and 19518, in particular the obligation to pay for equine drug testing.

Discussion

There are various cannons of statutory construction that assist in determining whether sections 19612.8 and 19518 are still valid.

1. The Plain Language of a Statute Controls.

"In interpreting a statute to ascertain the Legislature's intent, we give the words their usual and ordinary meaning. The statute's plain language controls unless its words are ambiguous." (People v. Maultsby, 53 Cal. 4th 296 (2012)). If the language of a statute is clear, courts must generally follow its plain meaning unless a literal interpretation would result in absurd consequences the Legislature did not intend. (People v. Braden, 14 Cal 5th 791, (Cal. 2023).

Here, the words in sections 19518 and 19612.8 are unambiguous in that they require associations to pay for the costs associated with stewards, official veterinarians and laboratory testing. Separately, section 19616.52 obligates all racing associations to pay a licensing fee to fund the CHRB and the equine drug testing program. The statutes are unambiguous in the manner in which they were drafted. Moreover, when read together, their distinct language allows them to be read in harmony. Sections 19518 and 19612.8 relate to the actual costs required to run an individual race meet. Section 19616.51 addresses all the other costs associated with operating the CHRB and the UC Davis Maddy lab. These costs are separate and distinct from the costs associated with the individual meets.

2. The Legislature is Presumed to Know the Law.

"It is assumed that the Legislature has in mind existing laws when it passes a statute. The failure of the Legislature to change the law in a particular respect when the subject is generally before it and changes in other respects are made is indicative of an intent to leave the law as it stands in the aspects not amended." (Estate of McDill, 14 Cal.3d 831, (1975)).

Here, sections 19518 and 19612.8 were enacted in 1989 and 1991, respectively. For almost 20 years those statutes were in effect before the legislature enacted 19616.51. The legislature's decision to not repeal 19518 and 19612.8 reflect its intention for those statutes to continue to exist. Moreover, section 19616.51 expressly lists various other statutes that it intended to affect. By not listing 19518 or 19612.8, it can be presumed that the legislature did not intend to repeal or amend 19518 or 19612.8.

3. Potentially Inconsistent Statutes Should be Read in Harmony.

The California Supreme Court has said, "We have recently emphasized the importance of harmonizing potentially inconsistent statutes. 'A court must, where reasonably possible, harmonize statutes, reconcile seeming inconsistencies in them, and construe them to give force and effect to all of their provisions. This rule applies although one of the statutes involved deals generally with a subject and another relates specifically to particular aspects of the subject.' Thus, when "two codes are to be construed, they 'must be regarded as blending into each other and forming a single statute.' Accordingly, they 'must be read together and so construed as to give

effect, when possible, to all the provisions thereof.' Further, '[a]ll presumptions are against a repeal by implication. Absent an express declaration of legislative intent, we will find an implied repeal 'only when there is no rational basis for harmonizing the two potentially conflicting statutes, and the statutes are "irreconcilable, clearly repugnant, and so inconsistent that the two cannot have concurrent operation.'" (State Dept. of Public Health v. Superior Court, 60 Cal.4th 940 (2015)).

Here, sections 19518, 19612.8 and 19616.51 can all be read in harmony. Sections 19518 and 19612.8 require each association to cover the costs associated with employing stewards, official veterinarians and laboratory tests for the individual meet. Separately, section 19616.51 requires the industry to fund the CHRB's operating expenses as well as the costs associated with equine drug testing. Read in totality, none of the statutes conflict or are so inconsistent that they are irreconcilable, repugnant or cannot operate concurrently

Conclusion

Based on the foregoing, it is unlikely a court would find that section 19616.51 repealed the provisions in 19518 and 19612.8 when it was enacted. As such, each association is obligated to pay for the direct costs associated with running their race meet to include the costs for stewards, official veterinarians and laboratory testing. Additionally, each association is obligated to fund the CHRB and the equine drug testing program based on a formula devised by the Board.

2022/2023 Fiscal Year Board Support

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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%

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2022/2023 Fiscal Year Board Support plus 2023 Calendar Year HISA

Host	Fiscal Year 22/23 Board Support	% of total	Calendar Year 2023 HISA	% of total	Combined BS and HISA	
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%

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

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

June 18, 2024

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

Dear Executive Director Chaney:

As you are aware, industry stakeholders have held several meetings to discuss funding of the CHRB for fiscal year 2024-25 in the hope of agreeing to a formula in advance of the June 20 deadline. I am sure you share in our disappointment that no consensus was reached.

At our January 18 CHRB meeting, we highlighted the "Pressure on Purses" and "Increasing Economic Pressure" as two slides in an 11-slide PowerPoint presentation. Over the past three months, Santa Anita, Del Mar, Los Alamitos and CARF have announced reductions in their 2024 Thoroughbred purses following prior purse reductions in 2023. If there is one thing that industry stakeholders agree, it is every entity, regardless of size or breed, needs help.

Thoroughbred purses account for approximately $8 million of the $18.2 million in CHRB funding in the coming fiscal year. The TOC represents the collective interests of all California Thoroughbred owners to maximize purse revenues and preserve the long-term viability of our sport. As part of this mission statement, we are duty bound to make the following points:

The industry was put on notice by the CHRB to "follow the law" whereby the costs of conducting a race meeting, namely the remuneration to stewards, official veterinarians, and the costs of laboratory testing (the "Direct Costs") are borne by the respective racing association. This directive, which the TOC and nearly the entire racing community agree, should serve as the baseline for the FY2425 funding formula. Integrity-based costs are not optional, they are mandatory. They are a minimum requirement in a sport where the official outcome of the sporting event relies on proper governance to safeguard integrity and welfare for the participants as well as the official distribution of purse money for horses, owners, breeders, trainers and jockeys. It also serves the people (the betting public) which provide income to the Tracks from pari-mutuel wagering.

The TOC advocates for a funding formula where all CHRB costs are allocated based on the number of licensed race days as a cost of doing business. There is no difference in the assessment of regulatory costs for any racing association licensed by the CHRB. It is difficult to explain why some breeds or racing associations are subsidized by the Thoroughbred purse account at a time when the cost of horse ownership is increasing, and purses are decreasing. There is no subsidy available to horse owners.

This recommendation would require a wholesale change, removing subsidies from the equation. We recognize that this would make things difficult for some, mainly those that have been beneficiaries over the past 15 years. Racing associations that have been allocated and licensed race dates would be required to accept regulatory costs as part of their business model. Whether this recommendation is adopted today or in the future, it would be the cleanest solution.

If an interim step is required, the TOC supports a compromise position for a funding formula where each racing association licensed by the CHRB to conduct racing and wagering in California accepts its obligation to cover Direct Costs pursuant to the law, with the remaining $12.6 million in indirect costs allocated by handle or a straightforward formula.

We appreciate the CHRB feedback provided to the TOC and other stakeholders on the fiscal year 2024-25 funding formula for Board support: that each racing association and purses from the respective race meets are responsible for direct regulatory costs (i.e. stewards, veterinarians and laboratory testing); and that indirect costs are to be allocated proportionally. We were surprised to learn that some industry stakeholders were opposed to these guidelines, preferring to construct a formula that would transfer some of their costs to others without sufficient justification.

In these challenging times, subsidizing other breeds or racing associations from the Thoroughbred purse account is not part of the TOC mission statement and does not comply with existing statutes and laws.

Thank you for your time.

Sincerely,

William Nader

William Nader
President & CEO

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KAHN, SOARES & CONWAY, LLP
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MEMORANDUM

June 18, 2024

TO: CALIFORNIA HORSE RACING BOARD
C/O SCOTT CHANEY

FROM: ANN M. GROTTVEIT, on behalf of California Authority of Racing Fairs
DAVID NEUMEISTER, on behalf of California Harness Horsemen's Association and Watch & Wager LLC
DREW COUTO, on behalf of Los Alamitos Racecourse

RE: CHRB LEGAL OPINION FUNDING FORMULA 2024

Issue:

Does the California Horse Racing law, found in the California Business & Professions Code require that racing associations and fairs pay the actual costs associated with stewards, official veterinarians and laboratory testing outside of legislatively mandated funding formula utilized to fund the California Horse Racing Board?

Answer: No.

Analysis:

Background

The California Horse Racing Board ("CHRB") in its meeting packet for the June 14th, 2024, Board meeting has included a legal opinion that asserts the following: "**Sections 19518 (of the Cal Bus & Prof Code[1]) and 19612.8 relate to the actual costs required to run an individual race meet. Section 19616.51 addresses all the other costs associated with operating the CHRB and the UC Davis Maddy Lab. These costs are separate and distinct from the costs associated with the individual meets**." (Emphasis added.)

[1] All further code references are to the Business & Professions Code unless otherwise noted.

In support of this conclusion, CHRB asserts that it is relying upon the plain language of the statutes at issue and further asserts that the language of these code provisions is unambiguous. The above language, however, is not to be found in the plain language of the statute and is instead a rewriting of the existing law, something specifically disallowed in statutory construction. In addition, the CHRB staff opinion omits significant portions of the most recent code provision and fails to provide even a cursory review of the legislative history of these provisions.

For these reasons, the CHRB Board must be advised of the risks posed by its staff's result-oriented conclusions and asked to proceed with greater caution in adopting a funding formula that is based upon constitutional and statutory considerations.

Underlying Legal propositions

As a general premise, we agree with the CHRB staff opinion that in interpreting a statute to ascertain the Legislature's intent, we give the words their usual and ordinary meaning.

We also agree with the initial premise of the CHRB opinion regarding harmonizing statutes. "A court must, where reasonably possible, harmonize statutes, reconcile seeming inconsistencies in them, and construe them to give force and effect to all of their provisions. [Citations.] This rule applies although one of the statutes involved deals generally with a subject and another relates specifically to particular aspects of the subject. *Hough v. McCarthy* (1960) 54 Cal.2d 273, 279. Thus, when '"two codes are to be construed, they 'must be regarded as blending into each other and forming a single statute.' [Citation.] Accordingly, they 'must be read together and so construed as to give effect, when possible, to all the provisions thereof.' [Citation.]"' *Mejia v. Reed* (2003) 31 Cal. 4th 657, 663. Further, '"'[a]ll presumptions are against a repeal by implication. [Citations.]' [Citation.] Absent an express declaration of legislative intent, we will find an implied repeal 'only when there is no rational basis for harmonizing the two potentially conflicting statutes [citation], and the statutes are "irreconcilable, clearly repugnant, and so inconsistent that the two cannot have concurrent operation."'"'" *Merrill v Navegar, Inc.* (2001) 26 Cal.4th 465, 468; *Pacific Palisades Bowl Mobile Estates, LLC v. City of Los Angeles* (2012) 55 Cal.4th 783, 805 (*Pacific Palisades*); see *Chavez v. City of Los Angeles* (2010) 47 Cal.4th 970, 986; *State Dept. of Public Health v. Superior Court* (2015) 60 Cal.4th 940, 956-7.

But the requirement that courts harmonize potentially inconsistent statutes when possible is not a license to redraft the statutes to strike a compromise that the Legislature did not reach. (See *Garcia v. McCutchen* (1997) 16 Cal.4th 469, 479 ["the general policy underlying legislation 'cannot supplant the intent of the Legislature as **expressed** in a particular statute'"].) The cases in which we have harmonized potentially conflicting statutes involve choosing one plausible construction of a statute over another in order to avoid a conflict with a second statute. (See, e.g., *Pacific Palisades*, *supra*, 55 Cal.4th at p.803 [characterizing the statute being construed as "unclear or ambiguous"]; *Brown v. Mortensen* (2011) 51 Cal.4th 1052, 1067-1068 [harmonizing two federal statutes where the first statute was "silent" on the question at issue].) This ***canon of construction***, like all such ***canons***, does not authorize courts to rewrite statutes. *State Dept. of Public Health,* 60 Cal.4th at p. 956. Similarly, this canon does not allow CHRB staff to rewrite section 19616.51.

Plain Language Interpretation

The plain language of section 19616.51 provides that "any association or fair that conducts a racing meeting ***shall only pay a license fee to the state to fund the board and the equine drug testing program…."*** (Emphasis added.) The plain language unambiguously provides that it is this fee and solely this fee that will be used to fund the costs of the CHRB.

In the CHRB opinion, staff make much of the fact that sections 19518 and 19612.8 are not listed in the section following "in lieu of any license fee payable to the state prescribed for or referred to in Section…." This ignores the fact that sections 19518 and 19612.8 are not license fee provisions and it would be nonsensical for them to be listed following that language.

If that was not enough, the beginning line of the provision states "***Notwithstanding any other provision of law, ….***" language, which is ignored by the CHRB staff, but makes it unnecessary for the Legislature to specifically repeal any other section of law.

"[T]he ordinary meaning of the word 'notwithstanding' is 'in spite of.' [Citation.] It is well established that the phrase '**notwithstanding any other provision of law**' is a term of art that expresses a legislative intent to have the specific statute control despite the existence of other law that might govern." (*Cal. Taxpayer Action Network v. Tabor Const. Inc.* (2017) 12 Cal.App.5th 115, 131.) Further, "The Supreme Court has indicated as a general proposition that statutory "notwithstanding" clauses broadly sweep aside potentially conflicting laws…. "the use of such a "notwithstanding" clause clearly signals the drafter's intention that the provisions of the "notwithstanding" section override conflicting provisions of any other section." *United States v Novak* (9th Cir. 2007) 476 F.3rd 1041.

As asserted above, the CHRB staff opinion is simply incorrect in its characterization of the plain language of this code provision. We assert that the law unambiguously provides that all costs for which the Board contracts are payable through the funding formula.

Because the Board now has two conflicting opinions before it, the Board must look to the legislative history of these sections. This review clearly provides that the Legislature intended for all of these costs to be paid through deposits to the Fair and Exposition fund, which is addressed by 19616.51.

Legislative History

When a court, or in this case the CHRB, needs to understand legislative intent and there is clearly more than one conclusion from the plain language of the law, it is necessary to look to the legislative history.

"Our primary **task** in interpreting a statute is to determine the Legislature's intent, giving effect to the law's purpose. [Citation.] We consider first the words of a statute, as the most reliable indicator of legislative intent." (*Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029, 1037 (*Tuolumne Jobs*).) "When interpreting statutes, we begin with the

plain, commonsense meaning of the language used by the Legislature. [Citation.] If the language is unambiguous, the plain meaning controls." (*Riverside County Sheriff's Dept. v. Stiglitz* (2014) 60 Cal.4th 624, 630 (*Stiglitz*).) "To the extent statutory language is ambiguous or open to more than one reasonable interpretation, we may turn to legislative history for guidance." (*Tuolumne Jobs,* at p. 1040.) Other """"extrinsic aids"""" to the interpretation of a statute, available when the language is """"unclear or ambiguous,"""" are """"the ostensible objects to be achieved, the evils to be remedied, … public policy, contemporaneous administrative construction, and the statutory scheme of which the statute is a part."""" (*People v. Scott* (2014) 58 Cal.4th 1415, 1421.) """"Ultimately we choose the construction that comports most closely with the apparent intent of the lawmakers, with a view to promoting rather than defeating the general purpose of the statute."""" (*People v. Gutierrez* (2014) 58 Cal.4th 1354, 1369.)

Section 19518

This code provision currently provides as follows:

> **Contracts with stewards and veterinarians; Findings and declarations**
> **(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 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.

History of Section 19518.

This section originated as section 19442. In 1987 section 19442 was amended and the current version found in 19518 was made effective on July 1, 1988. In that same bill, SB 14, provided the following:

> "Under existing law, the board is required to assess each racing association conducting a racing meeting for the total compensation to be paid to stewards assigned to the racing meeting and to maintain separate trust accounts in the State Treasury for the stewards compensation program. This bill would repeal these provisions on July 1, 1988. The bill would, on July 1, 1988, **require the board to deposit in the Fair and Exposition Fund, from horseracing revenues it receives, an amount to pay the compensation for stewards and the official veterinarian, and for the costs of laboratory testing related to horseracing."** (Legislative History, SB 14; emphasis added.)

This provides the historical foundation for how the Board is required to treat the funds it receives for operation costs.

In 1991, AB 160 repealed section 19442 and created section 19518.

Section 19612.8

Section 19612.8 currently provides as follows:

> 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.

This section was created by AB 558 in 1989 at which point this provision provided as follows:

> "Notwithstanding Section 19612.7 or any other provision of law, any association conducting a harness racing meeting at the California Exposition and State Fair or the Los Angeles County Fairgrounds in Pomona 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 19442."

In 1991, SB 944 revised section 19612.8 to extend this provision to all racing meetings. Despite this change and despite the repeal of section 19442 in 1991 and concurrent creation of 19518, section 19612.8 is not revised to refer to section 19518 until 2000 under SB 2054.

Linking of 19518 and 19612.8

SB 2054 was a large horseracing bill that was designed to delete obsolete provisions as well as erroneous and outdated cross references and other technical non-substantive changes. Accordingly, it is from 2000 moving forward that 19612.8 is linked to 19518. What does not change, however, is the funding mechanism whereby the Board deposits these funds utilized to pay for stewards into the Fair & Exposition Fund. Also of note is that SB 2054 amends section 19578 to reference the creation of the Kenneth L. Maddy Equine Analytical Chemistry laboratory and the University of California at Davis.

In 2006, SB 1396 amended section 19518 to add that the Board shall also contract with licensed veterinarians to perform the duties of official veterinarians at horse racing meets. Once again, there were no changes to the funding mechanism.

Section 19616.51

The current version of section 19616.51 provides as follows:

> **(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.

Prior Version of 19616.51

The previous version of this section was added by SB 1825 in 2000 and originally provided that if the **total amount paid to the state by racing associations and fairs pursuant to the Horse Racing Law** is less than $40,000,000 in any calendar year, beginning January 1, 2001, and thereafter, all association and fairs that conducted live racing during the year of shortfall shall remit to the state, on a pro rata basis according to the amount handled in-state by each association or fair, the amount necessary to bring the total amount paid to the state to $40,000,000. (Legislative History, SB 1825, emphasis added.) As noted in bold, these provisions address the total amount paid pursuant to Horse Racing Law, which by its very language must include the costs included in sections 19518 and 19612.8

This provision was amended in 2007 by AB 2258 to remove the reference to handle and instead the pro rata basis would be according to the amount paid as license fees by each association or fair. (Legislative History, AB 2258.)

This brings us to 2009, and SB 162X and the creation of a new funding mechanism for the CHRB. The repeal and rewriting of this section came about in a special legislative section in 2009 and given the significant shift in funding of these industry costs, it warrants a close review of the legislative analysis and what the Legislature found important when considering the funding as noted. The Senate Rules Committee analysis provides as follows:

> Existing law
> 1. Provides that the intent of California's Horse Racing Law is to allow parimutuel wagering on horse racing while:
> A. Assuring protection of the public.
> B. Encouraging agriculture and the breeding of horses in this state.
> C. Supporting the network of California fairs.
> D***. Providing for maximum expansion of horse racing opportunities in the public interest.***
> E. Providing uniformity of regulation for each type of horse racing.
> 2. Authorizes the California Horse Racing Board (CHRB) to regulate the various forms of horse racing authorized in this state.
> 3. Provides if the total amount paid to the state as license fees (handle) by racing associations and fairs is less than forty million dollars ($40,000,000) in any calendar year, beginning January 1, 2001, and thereafter, ***all associations and fairs that conducted live racing during the year of the shortfall must remit to the state, on a pro rata basis according to the amount paid as license fees by each association or fair, the amount necessary to bring the total amount paid to the state to forty million dollars ($40,000,000). The amounts due, if any, must be paid from the amount available for commissions, purses, and breeder awards, and shall be paid to CHRB prior to March 1 of the year following the year of the shortfall.***
> 4. Provides the Legislature shall annually appropriate and ***CHRB shall deposit to the credit of the Fairs and Exposition (F&E) Fund, such sums as it deems necessary for the following purposes:***
> ***A. For the support of CHRB, including any costs and expenses incurred by the Attorney General, as defined.***
> B. To the Department of Food and Agriculture (Food & Ag) for the oversight of the network of California fairs receiving money from the fund.
> C. To Food & Ag for the contributions, or the cost of benefits in lieu of contributions, payable to the Unemployment Fund by the network of California fairs, as specified.
> D. To Food & Ag for the auditing of all district agricultural association fairs, county fairs, and citrus fruit fairs. (cited in pertinent part, emphasis added).

It is clear from reviewing the predecessor section as well as the analysis for these revisions that the Legislative intent was to address ALL costs for which racing associations and fairs are responsible.

The analysis goes on to state:

> This bill:
> 1. Repeals an existing provision of law that addresses any shortfall in the guaranteed $40 million funding for support of CHRB and the network of California Fairs, and, instead, requires any racing association or fair that conducts a racing meet to ***only pay a license fee to the state to fund CHRB and Maddy Lab.*** Specifically, this bill provides:
> A. All racing associations and fairs including all breeds of racing will be required to participate in the funding of CHRB in accordance with a formula devised by CHRB in consultation with the horseracing industry.
> B. The baseline funding for CHRB and equine drug testing will be the amount approved in the 2008-09 state budget.
> C. Adjustments in funding in subsequent budget years may only be made by an act of the Legislature.
> 2. Provides that license fee reductions/savings resulting from this funding source change, after payment for CHRB and the Maddy Lab, shall be distributed, as specified, for the Cal-bred award program for the various breeds thoroughbred, quarter horse, harness, and all other breeds. In addition, the remaining amount of license fee savings must be distributed to the association that conducts the meet and the horsemen participating in the meet as follows: 50 percent to the association as commissions, and 50 percent to the horsemen as purses.
> 3. Provides beginning on July 1, 2009, and annually thereafter, thirty-two million ($32,000,000) shall be continuously appropriated from the State General Fund and paid into the F&E Fund only for the financial support of the network of California fairs.
> 4. Eliminates the two percent growth to the Satellite Wagering Account should the revenues exceed $11 million and eliminates the provision that reverts 50 percent of the revenue in excess of $13 million in the F&E Fund to the General Fund.
> 5. Redirects $1.1 million to supplement purses at fair meetings in the northern zone from funds for distribution as purses generated at satellite wagering facilities from wagering on thoroughbred horse racing in the state.
> 6. Becomes effective on July 1, 2009.

The analysis continues to provide additional background:

> Background
> The sole source of state funding for the network of California fairs is from horse racing license fees, which have declined to the lowest level ever. The decline in license fees over the past several years has resulted in a deficiency in revenues generated by the Fairs & Exposition (F&E) Fund which is impacting fairs across the state. License fee revenues have fallen below the $40 million guaranteed threshold for the last three years. The F&E Fund is a continuously appropriated fund with the authority to issue bonds or other indebtedness or expenses for the purpose of constructing or acquiring improvements at a fair's racetrack enclosure, satellite wagering facilities at fairs, health and safety repair projects, or handicapped access compliance projects at fairs, and other specified purposes. It can be argued that the future of all fairs is being threatened by the declining

revenue stream in the F&E Fund. Furthermore, due to shortfalls in fair funding, which are the direct result of the precipitous declines in horse racing revenues, there is a large backlog for health and safety repair projects, ADA compliance projects and general infrastructure improvement projects at fairs. This bill intends to provide a more stable funding source for the fairs, as stated above, and redirect the license fee savings to the horseracing industry to be distributed to breeders via the breeders' award program, racing associations as commissions and the horsemen as purses.

For 75 years, the fairs and racing industry have been tied. In fact, "[C]ommitment for the continuous funding of the fairs of California," was one of the prime reasons for reestablishing wagering on horse racing in 1933. Racing, at that time, had a monopoly on gambling in California. There was no competition for the gambling dollar in this state (other than a few small card-clubs) and the industry had no trouble generating the money necessary to fund the fair. ***Fair funding was considered the cost for doing business by the industry in this state***.

The horse racing industry contributes to California's economy by employing over 50,000 residents and generating, by some estimates, over $4 billion in economic activity. (Senate Rules Committee, SB 16XX, emphasis added)

Accordingly, a review of legislative history of all of these code provisions demonstrates that over the course of the last four decades it was the intention of the legislature to fund the CHRB through the Fair & Exposition Fund and that gradually these provisions were revised in various ways to address the declining license fees in a way that was determined equitable with the purpose of promoting all types and manners of horse racing in the state. Indeed, the Legislature has gone so far to assert that funding the fairs **is the cost of doing business in this state.**

Conclusion

The CHRB staff report states that the Board has little guidance in approving the funding formula used to fund its activities. We disagree.

This analysis is provided to dispel the incorrect assertion that the Board is required by law to allocate actual race meet costs in addition or as a minimum of Board support. That 19616.51 provides the basis for all funds of the CHRB is clear. The Board, however, is tasked with approval of the funding formula and in doing so, is guided by its constitutional and statutory mandates. CHRB is vested with jurisdiction and supervision over meetings in California where horse races with wagering on their results are held or conducted, and *over all persons or things* having to do with the operation of such meetings (section 19420.) From a broader perspective, the horse racing law is enacted to allow parimutuel wagering on horse races while assuring protection of the public, encouraging agriculture and the breeding of horses, providing for maximum expansion of horse racing opportunities in the public interest and providing uniformity of regulation for each type of horse racing (section 19401).

Given this guidance to the CHRB it appears the only appropriate avenue for the Board is to approve the compromise agreed to by the smaller and night racing associations who with this

compromise, *will be doubling their license fees* with reductions to the Thoroughbred associations in the south who appear to be the source of this push to change the funding formula in the name of "equity". In response to the question of what equitable principles this board must consider, we point to the above. This Board must address protection of the public, providing for the expansion of all horse racing opportunities, including night racing, harness racing and, as legislatively declared, the fairs.

We would assert this is the only approach the CHRB can take today. Moving forward, if this Board and the racing associations want to make greater changes to this funding formula, it is our assertion that this requires legislative involvement.

LOS ALAMITOS
RACE COURSE

Edward C. Allred
Chairman & Chief Executive Officer

June 10, 2024

California Horse Racing Board
Dr. Gregory L. Ferraro, DVM, Chair
Mr. Oscar Gonzales, Vice-Chair
Mr. C. Scott Chaney, Executive Director
Mr. Dennis Alfieri, Board Member
Mr. Damascus Castellanos, Board Member
Ms. Brenda Washington Davis, Board Member
Mr. Thomas Hudnut, Board Member
Ms. Wendy Mitchell, Board Member
1010 Hurley Way
Suite 300
Sacramento, CA 95825

RE: LAQHRA Concerns – Hasty Changes to Longstanding Funding Arrangements

Dear Messrs. Ferraro, Gonzales, Chaney and Honorable Members of the Board,

I'm writing not only on behalf of the Los Alamitos Quarter Horse Racing Association (LAQHRA), but on behalf of the hundreds of individuals that have made the care, training, ownership, and racing of Quarter Horses in California a lifetime commitment and vocation.

California Quarter Horse racing is – and has always been – much more than just a racing association. It's made up of astonishing little horses and wonderful people. Most of those people have very little actual say about 'industry policy or decisions,' including those that have a direct bearing on their lives, often with great consequence.

As most of you know, since 1990 I have had the great honor of being the principal owner behind the entities that operate race meets at LARC. Its acquisition was then the culmination of a lifetime love for Quarter Horse racing that continues to this day. I love everything about it.

It has also been my great privilege to represent and speak on behalf of California Quarter Horse licensees, particularly on matters of concern to all of us who love that breed. In racing, together, we've all learned to take the good with the bad. We've learned to face and accept challenges as part of the experience, and even to enjoy the surprises, especially when coupled with great joy.

As an industry, it has never ceased to amaze and perplex me just how persistent our recurring proclivity to shoot ourselves in the foot can be. We seem most capable of the repeated failure to plan ahead collectively, and an adoration for an unwillingness to work together in earnest, without the constant repercussions of self-interest.

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I'm certain in the eyes of some LARC has fallen short of other's expectations at time. We're not perfect, but after 34 years as a California track operator, and one who first walked through the gates at LARC as a young fan in 1956, I believe I have earned the right to speak candidly with the distinguished members of CHRB.

LARC management, as well as its President Cathy Monji and I, are very concerned by the break-neck speed at which the effort to completely overhaul the longstanding allocation method by which the CHRB's operating expense load is funded has proceeded. We strongly believe and recommend that, for the sake of all non-Thoroughbred licensees, the CHRB take a slightly more measured and 'phased-in' approach to this more than significant change.

A hastily crafted funding proposal will cause significant harm to a substantial portion of California's racing industry in that current proposals threaten to undue the decades-old allocation system on just months' notice. That haste seems neither prudent nor learned. It's risky at best.

LARC's suggestion for a plan incorporating incremental change is not without precedent.

Prior CHRB boards required track ownership groups planning to close their racetracks to provide the balance of the State's racing stakeholder groups as much as three years' advance notice. Why? Because those Boards understood that the closing of any California racetrack carried with it material consequences. Consequences on human livelihoods, on equine health and safety, on breeders plans and investments and, not insignificantly, track closures have financial and operational impacts – some less obvious than others – on other licensees, operators, and the CHRB.

Those prior Boards placed that responsibility and burden on the operator closing its track rather than those choosing instead to continue investing and supporting California horse racing into the future.

What is happening here is, in my opinion, a vast departure from past CHRB prudence and procedure. This call for hasty action stems from a failure to plan and strategize in advance. Whether that failure is the product of circumstance or oversight is not of consequence at this point. What is important is that the CHRB's next decision not further jeopardize an already fragile situation.

In the spirit of compromise, LARC put forward an interim funding proposal that significantly increases the contributions of the non-Thoroughbred breeds, meaningfully decreases the contributions of Thoroughbred interests, and acknowledges the need to move forward toward a sustainable longer-term funding arrangement through incremental change, over a three-year period.

By moving forward incrementally, it allows the entire industry to consider a variety of options, some as of yet not identified nor fully explored. It allows the industry the opportunity to assess collectively the actual costs being allocated among stakeholders rather than generalized references to 'direct' and 'indirect' costs, which are not terms found in nor implied within the identified statutes.

Lawyers suggest the latter involve legal questions, better to be evaluated jointly as an industry rather than through other means necessitated by haste and fear.

Overall, I am proud of LARC's contribution to the California racing industry over the years. We have always sought to be a 'good partner' cognizant of the need to stand out of the way of other's independent objectives. Yet, when needed, LARC has sought to contribute for the benefit of the entire industry. Whether that contribution came in the form of:

- Funding needed for research and testing equipment at the Maddy Lab;
- Reconfiguration of our track from 5 furlongs to a mile to accommodate Thoroughbred racing when an additional Southern California racing and training venue was much needed;
- The allocation and reassignment of approximately 700 stalls on our backstretch to provide auxiliary stabling for Thoroughbreds, again, when their needs existed;
- Trailblazing the adoption of stricter medication rules via the use of race conditions agreeable to a track and horsemen's group;
- Expansion of the Quarter Horse workers' compensation insurance program to include Thoroughbred trainers and owners when their program found itself with few, if any, other viable options;
- The ongoing provision of WC TPA services for the current Thoroughbred comp insurance program;
- Voluntarily combining and funding of backstretch health services programs;
- The cooperative selection and use of vendors associated with other California track operators, including AmTote, Monarch, Xpressbet, etc.
- Etc.

These were decisions no one reasonably thought would quickly, if ever, be offset by increased revenue for LARC. However, we believed them the right things to do for the industry and, at best, break-even propositions.

Make no mistake, I love California racing. I hope it continues to be around for many more years for people to enjoy as have I over the past nearly 70 years.

I hope each of you loves it as much as I do.

Please recognize LARC's alternative interim funding proposal to reflect an honest compromise that lessens the contribution of Thoroughbred interests, allows non-Thoroughbred breeds to remain viable in the short-term, and provides a reasonable time period for the so that we may collectively solve the funding problem without a figurative piano hanging over our heads.

Am confident that this proposal is a sound proposal, as no one is absolutely happy with it, and its my understanding that that is usually the sign of a "good compromise."

Thank you for giving serious consideration to our concerns.

Sincerely,

Ed Allred

June 17, 2024

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

Dear Executive Director Chaney:

On behalf of Santa Anita Park and the Del Mar Thoroughbred Club, we write to express our appreciation for the guidance you and Commissioners Mitchell and Davis have provided during stakeholder discussions regarding the funding of CHRB support for the fiscal year 2024-2025. Over the past several months, industry stakeholders have had many discussions on the subject. And while there is common ground among industry stakeholders on some components of a funding formula, consensus has not been reached on a comprehensive path forward for the upcoming fiscal year. The following is a summary of our thoughts.

Each Association Shall Pay Not Less Than the "Direct Regulatory" Costs Associated with the Conduct of its Race Meeting

We agree with the conclusion the CHRB reached in the legal opinion of May 28, 2024, that all associations conducting a race meet must pay not less than the actual amount necessary to cover costs including remuneration to stewards, the official veterinarian, and the costs of laboratory testing relating to horse racing ("direct regulatory costs").

Some in the industry disagree with the position that they must pay no less than their direct regulatory costs. We believe those arguments are without merit and we agree with the well-reasoned analysis set forth in the CHRB's May 28, 2024, legal opinion. Indeed, common sense supports the basic concept of bearing one's own cost of doing business.

All Racing Associations and Fairs Shall Pay Proportional Amount to Fund the Board and Equine Drug Testing

We understand that the CHRB's budget for fiscal year 2024-2025, as determined by the Legislature, will be $18,223,000. The budget includes direct regulatory costs estimated to be $5,573,376 plus $12,649,624 in other costs ("indirect costs").

In addition to the apparent disagreement regarding the statutory requirement for each race meeting to at a minimum pay its direct regulatory costs, there is also disagreement among the stakeholders regarding the allocation of indirect costs.

The CHRB funding formula for the last fiscal year, 2023-2024, will result in Southern zone Thoroughbred tracks and horsemen contributing over 81% of all regulatory costs. It should be noted that the regulatory costs to operate race cards are basically the same, whether the track runs during the daytime in the Southern zone or Northern zone, or at night. In 2023-2024, Southern zone Thoroughbred meets represented 35% of all live race cards in California.

Southern zone Thoroughbred tracks and horsemen can no longer be asked to subsidize the regulatory costs incurred by racing associations operating Quarter horse, Standardbred, and Northern zone Thoroughbred meets, and they are not willing to voluntarily do so as they have in the past. Again, the statutory language mandates proportionality in the allocation of indirect costs as does basic fairness.

Requested Funding Formula

Business & Professions Code Section 19616.51 provides that associations shall pay their proportional amounts based on a formula determined by the Board in consultation with the Industry. As the cost to regulate a race meet is consistent across racing associations and breeds, a reasonable approach to allocate the indirect costs would be to allocate those costs as a percentage of cards run state-wide. We do not think it is controversial notion that an association should pay for the services it uses—and allocating the indirect costs based on race cards accomplishes this goal since the more you run, the more you use. However, we recognize that such a formula would result in very large increases for many meets, and in the spirit of compromise, we are suggesting a formula that would be less favorable to Southern zone Thoroughbred meets.

The attached document illustrates Santa Anita Park and Del Mar Thoroughbred Club's funding formula request for CHRB support for the fiscal year 2024-2025. In summary our request:

- Complies with Business & Professions Code Sections 19612.8 and 19518, which require each racing association at a minimum to pay for direct regulatory costs (stewards, official veterinarians, lab testing) associated with their race meeting(s).

- CHRB costs excluding the direct regulatory costs, i.e., the indirect costs, are allocated to associations in an amount which is proportional to their total handle statewide. It should be noted that a handle-based formula is used to fund practically all industrywide expenses (e.g., Stabling & Vanning).

Again, we appreciate the guidance you and Commissioners Mitchell and Davis have provided during stakeholder discussions, and we look forward to an equitable resolution of this matter.

Please contact us with any questions.

Sincerely,

Craig Fravel

Josh Rubinstein

2024/2025 Board Support - SVT plus balance of costs allocated by handle

$18,223,000

Host Track	23/24 Support Forecast					24/25 Handle Projection			Stewards & Vets	Lab Testing	Est SVT Total	Support: Covers SVT for all hosts, requires a different percentage of handle for each host				
	Cards	Handle	Support	% of Total	% of Handle to CHRB	Cards	Handle	% of Total	$	$	$	Support	% of Total	% of Handle to CHRB	Contribution less SVT	%
ACF	15	43,527,368	213,841	1.2%	0.49%	13	33,925,195	1.3%	51,920	93,585	145,505	314,106	1.7%	0.93%	168,601	1.3%
CA State Fair	6	24,085,221	130,602	0.7%	0.55%	9	24,510,596	1.0%	49,440	64,789	114,229	236,042	1.3%	0.96%	121,813	1.0%
Del Mar	43	644,024,710	4,482,191	25.1%	0.70%	46	652,282,841	25.6%	207,160	381,716	588,876	3,830,590	21.0%	0.59%	3,241,714	25.6%
Fresno	7	18,209,131	90,048	0.5%	0.50%	14	41,507,405	1.6%	77,680	100,783	178,463	384,747	2.1%	0.93%	206,283	1.6%
GSR (GGF)	113	452,335,839	2,056,277	11.5%	0.46%	99	292,667,476	11.5%	438,960	715,948	1,154,908	2,609,406	14.3%	0.89%	1,454,498	11.5%
HCF	6	10,519,446	56,138	0.3%	0.54%	8	21,351,591	0.8%	47,080	50,729	97,809	203,922	1.1%	0.96%	106,113	0.8%
LACF	10	74,978,817	384,217	2.2%	0.52%	9	62,379,205	2.5%	36,580	66,571	103,151	413,163	2.3%	0.66%	310,012	2.5%
LAQ	97	227,411,540	593,130	3.3%	0.26%	100	222,238,000	8.7%	531,000	708,335	1,239,335	2,343,813	12.9%	1.05%	1,104,478	8.7%
Los Al TB	12	73,766,444	629,224	3.5%	0.86%	12	67,536,747	2.7%	51,920	88,761	140,681	476,325	2.6%	0.71%	335,644	2.7%
Santa Anita	94	1,166,322,873	8,958,329	50.2%	0.77%	93	1,039,461,874	40.8%	376,420	763,061	1,139,481	6,305,395	34.6%	0.61%	5,165,915	40.8%
SCF	7	20,329,372	104,876	0.6%	0.52%	9	25,092,252	1.0%	49,440	63,800	113,240	237,943	1.3%	0.95%	124,703	1.0%
WAW	46	63,965,486	135,126	0.8%	0.21%	46	62,346,500	2.4%	246,620	311,079	557,699	867,549	4.8%	1.39%	309,849	2.4%
Total	456	2,819,476,247	17,834,000	100%	0.63%	458	2,545,299,682	100%	2,164,220	3,409,156	5,573,376	18,223,000	100.0%	0.72%	12,649,624	100%
Per Card																
ACF		2,901,825	14,256				2,609,630		3,994	7,199	11,193	24,162			12,969	
CA State Fair		4,014,203	21,767				2,723,400		5,493	7,199	12,692	26,227			13,535	
Del Mar		14,977,319	104,237				14,180,062		4,503	8,298	12,802	83,274			70,472	
Fresno		2,601,304	12,864				2,964,815		5,549	7,199	12,747	27,482			14,735	
GSR		4,002,972	18,197				2,956,237		4,434	7,232	11,666	26,358			14,692	
HCF		1,753,241	9,356				2,668,949		5,885	6,341	12,226	25,490			13,264	
LACF		7,497,882	38,422				6,931,023		4,064	7,397	11,461	45,907			34,446	
LAQ		2,344,449	6,115				2,222,380		5,310	7,083	12,393	23,438			11,045	
Los Al TB		6,147,204	52,435				5,628,062		4,327	7,397	11,723	39,694			27,970	
Santa Anita		12,407,690	95,301				11,177,009		4,048	8,205	12,252	67,800			55,547	
SCF		2,904,196	14,982				2,788,028		5,493	7,089	12,582	26,438			13,856	
WAW		1,390,554	2,938				1,355,359		5,361	6,763	12,124	18,860			6,736	
Total		6,183,062	39,110				5,557,423		4,725	7,444	12,169	39,788			27,619	
Grouped																
N-Cal Days	154	569,006,377	2,651,783	14.9%	0.47%	152	439,054,515	17.2%	4,701	7,169	11,869	3,986,166	21.9%	0.91%	2,182,012	17.2%
S-Cal Days	159	1,959,092,845	14,453,962	81.0%	0.74%	160	1,821,660,667	71.6%	4,201	8,126	12,326	11,025,473	60.5%	0.61%	9,053,284	71.6%
Quarter	97	227,411,540	593,130	3.3%	0.26%	100	222,238,000	8.7%	5,310	7,083	12,393	2,343,813	12.9%	1.05%	1,104,478	8.7%
Harness	46	63,965,486	135,126	0.8%	0.21%	46	62,346,500	2.4%	5,361	6,763	12,124	867,549	4.8%	1.39%	309,849	2.4%
Total	456	2,819,476,247	17,834,000	100.0%	0.63%	458	2,545,299,682	100.0%	4,725	7,444	12,169	18,223,000	100.0%	0.72%	12,649,624	100%

*Excludes Breeders' Cup exports

OVERVIEW

- **Legal Assessment:** The principal purpose of passage of SB-16 was to provide the racing industry 'licensee fee relief.' It was not intended to alter the proportional shares – nor make equal – the different license fees paid by the night and day racing associations. Racing associations – and breeds – relegated/limited to night cards were understood to be competitively (economically) disadvantaged.

Under *Business & Professions Code, sec. 19616*.51, the statutorily described "proportional" funding formula is to be consistent with pre-SB-16 pro rata license fees per legislative intent as evidenced by the Legislative History. 'Proportional' funding is intended both to recognize the inherent disadvantages of conducting racing activities at night and to preserve the equities afforded by the then existing differences in fees paid between 'Day' and 'Night' racing associations.

- **Predicating Event:** The apparent funding crisis now facing all California horse racing stakeholders stems from a lack of advance notice given to impacted participants prior to 1st deciding to cease racing at GGF. The cessation of racing at GGF means all other stakeholders now must fund a greater proportion of the CHRB's operating expenses.

  Unlike prior track closures, previous CHRB administrations required up to three years notice in order to minimize the possibility that self-serving plans or objectives could be achieved at the expense of non-complicit stakeholders when such changes occurred. Advance notice also ensured that chaotic and reactionary measures were not necessary to address foreseen and unforeseen consequences of that track's closure.

- **"Incremental" or 'Phased-In' Approach Initial Phase Proposals (First Page of PDF):**

  - **Starting Point**: LARC, WAW, and CARF have received legal opinions indicating that the proportional license fee allocation referenced in the statute requires continuation of the current derivative of what were previously the 'prior license fee' allocations – those figures appearing in the column under "**Method Used of 23/34**". Proposed that this method be used for determining the allocations in the coming year, allowing the least disruption while the CHRB and stakeholders obtain a Legislative Counsel's Opinion as the Legislature's intent, and thus proper interpretation/application of the statute.

  - **Alternative 1**: Absent concurrence by Thoroughbred stakeholders, the '**Lavendar Proposal**' was presented. It represents a previously mid-budget year increase of 164% to LARC and of 227% to WAW, uncertain but increased impacts on CARF creating further prospective uncertainties yet provides a significant decrease in funding costs to both SAP and DMTC.

  - **Alternative 2**: The so-called "SV&T" costs be covered. Note: the estimated "T" costs are questioned.

  - **Alternative 3**: Given an apparent rejection of the first two alternatives, the '**Blue Proposal**' was presented. It represents additional significant increases to LARC and WAW, again, increasing uncertainty for CARF and even greater savings for SAP and DMTC. This too was apparently rejected by TB interests – SAP, DMTC, and TOC. It is, with objection, inclusive of 'SV&T' and a portion of 'indirect costs.'

  - **Objective of Phased in Approach**: Provide industry stakeholders and the CHRB a reasonable opportunity to clarify interpretation/application of the statute and explore creative means to address CHRB funding requirements not yet identified or considered. Approach this potentially devastating change in circumstances with the same measured and prudent approach taken on countless occasions by predecessor CHRB Board and Commissioners.

Board Support Comparisons

Host	24/25 Projected Handle*	23/24 Support Forecast			24/25 Support Formula Comparisons: Method used for 23/24 Would not cover SVT for all meets		Stewards & Vets	Lab Testing	SVT Total	SV covered; testing and balance spread by prior year formula Would not cover SVT for all meets		75% SB16 plus same ADW percentage for all	
	$		% of Total	% of Handle	$	% of handle to CHRB				$	% of handle to CHRB	$	% of handle to CHRB
ACF	33,925,195	214,942	1.2%	0.49%	186,979	0.55%	51920	93585	145505	216,693	0.64%	228,213	0.67%
State Fair	24,510,596	131,274	0.7%	0.55%	138,285	0.56%	49440	64789	114229	171,302	0.70%	169,623	0.69%
Del Mar	652,282,841	4,505,257	25.3%	0.70%	5,354,104	0.82%	207160	381716	588876	4,925,394	0.76%	4,977,438	0.76%
Fresno	41,507,405	90,511	0.5%	0.50%	225,996	0.54%	77680	100783	178463	276,836	0.67%	274,815	0.66%
GSR (GGF)	292,667,476	2,051,058	11.5%	0.46%	1,382,246	0.47%	438960	715948	1154908	1,657,046	0.57%	1,677,619	0.57%
HCF	21,351,591	56,427	0.3%	0.54%	131,945	0.62%	47080	50729	97809	163,355	0.77%	162,491	0.76%
LACF	62,379,205	386,195	2.2%	0.52%	357,147	0.57%	36580	66571	103151	351,311	0.56%	435,416	0.70%
LAQ	222,238,000	606,069	3.4%	0.26%	657,090	0.30%	531000	708335	1239335	1,110,052	0.50%	1,286,430	0.58%
Los Al TB	67,536,747	632,462	3.5%	0.86%	654,443	0.97%	51920	88761	140681	628,639	0.93%	573,209	0.85%
Santa Anita	1,039,461,874	8,918,658	50.0%	0.77%	8,841,146	0.85%	376420	763061	1139481	8,167,564	0.79%	7,906,974	0.76%
SCF	25,092,252	105,416	0.6%	0.52%	144,831	0.58%	49440	63800	113240	177,071	0.71%	176,738	0.70%
WAW	62,346,500	135,731	0.8%	0.21%	148,788	0.24%	246620	311079	557699	377,738	0.61%	354,032	0.57%
Total	2,545,299,682	17,834,000	100	63.00%	18,223,000	0.72%	2164220	3409156	5573376	18,223,000	0.72%	18,223,000	
Percentages	% of Handle				% of CHRB Support	Non direct %				% of CHRB Support	Non direct %	% of CHRB Support	Non direct %
ACF	1.3%	14,329			1.0%	0.3%	3994	7199	11193	1.2%	0.6%	1.3%	0.7%
State Fair	1.0%	21,879			0.8%	0.2%	5493	7199	12692	0.9%	0.5%	0.9%	0.4%
Del Mar	25.6%	104,773			29.4%	37.7%	4503	8298	12802	27.0%	34.3%	27.3%	34.7%
Fresno	1.6%	12,930			1.2%	0.4%	5549	7199	12747	1.5%	0.8%	1.5%	0.8%
GSR (GGF)	11.5%	18,151			7.6%	1.8%	4434	7232	11666	9.1%	4.0%	9.2%	4.1%
HCF	0.8%	9,405			0.7%	0.3%	5885	6341	12226	0.9%	0.5%	0.9%	0.5%
LACF	2.5%	38,619			2.0%	2.0%	4064	7397	11461	1.9%	2.0%	2.4%	2.6%
LAQ	8.7%	6,248			3.6%	-4.6%	5310	7083	12393	6.1%	-1.0%	7.1%	0.4%
Los Al TB	2.7%	52,705			3.6%	4.1%	4327	7397	11723	3.4%	3.9%	3.1%	3.4%
Santa Anita	40.8%	94,879			48.5%	60.9%	4048	8205	12252	44.8%	55.6%	43.4%	53.5%
SCF	1.0%	15,059			0.8%	0.2%	5493	7089	12582	1.0%	0.5%	1.0%	0.5%
WAW	2.4%	2,951			0.8%	-3.2%	5361	6763	12124	2.1%	-1.4%	1.9%	-1.6%
Grouped	Handle				CHRB	BS% of handle				CHRB	BS% of handle	CHRB	BS% of handle
N-Cal Days	439,054,515	2,649,628	14.86%	0.47%	2,210,282	0.39%				2,662,302	0.61%	2,689,500	14.76%
S-Cal Days	1,821,660,667	14,442,572	80.98%	0.74%	15,206,839	0.78%				14,072,908	0.77%	13,893,037	76.24%
LAQ	222,238,000	606,069	3.40%	0.26%	657,090	0.28%				1,110,052	0.50%	1,286,430	7.06%
WAW	62,346,500	135,731	0.76%	0.21%	148,788	0.23%				377,738	0.61%	354,032	1.94%
Total	2,545,299,682	17,834,000	100.00%	0.63%	18,223,000	0.72%				18,223,000	0.72%	18,223,000	100.00%
	% of handle				% of BS	% of ND				% of BS	% of ND	% of BS	% of ND
N-Cal Days	17.2%				12.1%	3.2%				14.6%	6.8%	14.8%	7.0%
S-Cal Days	71.6%				83.4%	104.6%				77.2%	95.7%	76.2%	94.2%
LAQ	8.7%				3.6%	-4.6%				6.1%	-1.0%	7.1%	0.4%
WAW	2.4%				0.8%	-3.2%				2.1%	-1.4%	1.9%	-1.6%
Total	100.0%				100.0%	100.0%				100.0%	100.0%	100.0%	100.0%

Board Support Comparisons

Updated 6/4	23/24 Forecast			24/25 Projected Handle*	24/25 Stewards Vets Testing	24/25 Support Formula Comparisons:													
						Method used for 23/24		60% SB16% plus same ADW %**		Handle based**		SVT plus balance spread by prior year method		SVT plus balance spread by handle		SVT plus balance spread by cards		SV covered; testing and balance spread by prior year formula		75% SB16 plus same ADW percentage for all	
Host	Handle*	Board Support				Would not cover SVT for all meets		Covers SVT for all		Covers SVT for all		Covers SVT for all		Covers SVT for all		Covers SVT for all		Would not cover SVT for all meets			
	$	$	% of handle to CHRB	$	$	$	% of handle to CHRB	$	% of handle to CHRB	$	% of handle to CHRB	$	% of handle to CHRB	$	% of handle to CHRB	$	% of handle to CHRB	$	% of handle to CHRB	$	% of handle to CHRB
ACF	43,527,368	214,942	0.49%	33,925,195	145,505	186,979	0.55%	244,495	0.72%	241,365	0.71%	275,297	0.81%	314,106	0.93%	504,555	1.49%	216,693	0.64%	228,213	0.67%
State Fair	24,085,221	131,274	0.55%	24,510,596	114,229	138,285	0.56%	186,105	0.76%	174,384	0.71%	210,221	0.86%	236,042	0.96%	362,803	1.48%	171,302	0.70%	169,623	0.69%
Del Mar	644,024,710	4,505,257	0.70%	652,282,841	588,876	5,354,104	0.82%	4,681,815	0.72%	4,640,753	0.71%	4,305,465	0.66%	3,830,590	0.59%	1,859,362	0.29%	4,925,394	0.76%	4,977,438	0.76%
Fresno	18,209,131	90,511	0.50%	41,507,405	178,463	225,996	0.54%	289,133	0.70%	295,310	0.71%	335,340	0.81%	384,747	0.93%	565,133	1.36%	276,836	0.67%	274,815	0.66%
GSR (GGF)	448,995,986	2,051,058	0.46%	292,667,476	1,154,908	1,382,246	0.47%	1,748,234	0.60%	2,082,222	0.71%	2,114,403	0.72%	2,609,406	0.89%	3,889,215	1.33%	1,657,046	0.57%	1,677,619	0.57%
HCF	10,519,446	56,427	0.54%	21,351,591	97,809	131,945	0.62%	181,619	0.85%	151,909	0.71%	189,399	0.89%	203,922	0.96%	318,763	1.49%	163,355	0.77%	162,491	0.76%
LACF	74,978,817	386,195	0.52%	62,379,205	103,151	357,147	0.57%	463,934	0.74%	443,805	0.71%	351,067	0.56%	413,163	0.66%	351,724	0.56%	351,311	0.56%	435,416	0.70%
LAQ	231,378,692	606,069	0.26%	222,238,000	1,239,335	657,090	0.30%	1,424,588	0.64%	1,581,142	0.71%	1,695,459	0.76%	2,343,813	1.05%	4,001,262	1.80%	1,110,052	0.50%	1,286,430	0.58%
Los Al TB	73,766,444	632,462	0.86%	67,536,747	140,681	654,443	0.97%	582,408	0.86%	480,499	0.71%	594,967	0.88%	476,325	0.71%	472,112	0.70%	628,639	0.93%	573,209	0.85%
Santa Anita	1,161,404,962	8,918,658	0.77%	1,039,461,874	1,139,481	8,841,146	0.85%	7,673,787	0.74%	7,395,390	0.71%	7,276,624	0.70%	6,305,395	0.61%	3,708,072	0.36%	8,167,564	0.79%	7,906,974	0.76%
SCF	20,329,372	105,416	0.52%	25,092,252	113,240	144,831	0.58%	189,184	0.75%	178,522	0.71%	213,775	0.85%	237,943	0.95%	361,813	1.44%	177,071	0.71%	176,738	0.70%
WAW	63,965,486	135,731	0.21%	62,346,500	557,699	148,788	0.24%	557,699	0.89%	557,699	0.89%	660,982	1.06%	867,549	1.39%	1,828,186	2.93%	377,738	0.61%	354,032	0.57%
Total	2,815,185,634	17,834,000	0.63%	2,545,299,682	5,573,376	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	
Percentages	% of Handle	% of CHRB Support	BS% of handle	% of Handle		% of CHRB Support	Non direct %	% of CHRB Support	Non direct %	% of CHRB Support	Non direct %	% of CHRB Support	Non direct %	% of CHRB Support	Non direct %	% of CHRB Support	Non direct %	% of CHRB Support	Non direct %	% of CHRB Support	Non direct %
ACF	1.5%	1.2%	0.49%	1.3%		1.0%	0.3%	1.3%	0.8%	1.3%	0.8%	1.5%	1.0%	1.7%	1.3%	2.8%	2.8%	1.2%	0.6%	1.3%	0.7%
State Fair	0.9%	0.7%	0.55%	1.0%		0.8%	0.2%	1.0%	0.6%	1.0%	0.5%	1.2%	0.8%	1.3%	1.0%	2.0%	2.0%	0.9%	0.5%	0.9%	0.4%
Del Mar	22.9%	25.3%	0.70%	25.6%		29.4%	37.7%	25.7%	32.4%	25.5%	32.0%	23.6%	29.4%	21.0%	25.6%	10.2%	10.0%	27.0%	34.3%	27.3%	34.7%
Fresno	0.6%	0.5%	0.50%	1.6%		1.2%	0.4%	1.6%	0.9%	1.6%	0.9%	1.8%	1.2%	2.1%	1.6%	3.1%	3.1%	1.5%	0.8%	1.5%	0.8%
GSR (GGF)	15.9%	11.5%	0.46%	11.5%		7.6%	1.8%	9.6%	4.7%	11.4%	7.3%	11.6%	7.6%	14.3%	11.5%	21.3%	21.6%	9.1%	4.0%	9.2%	4.1%
HCF	0.4%	0.3%	0.54%	0.8%		0.7%	0.3%	1.0%	0.7%	0.8%	0.4%	1.0%	0.7%	1.1%	0.8%	1.7%	1.7%	0.9%	0.5%	0.9%	0.5%
LACF	2.7%	2.2%	0.52%	2.5%		2.0%	2.0%	2.5%	2.9%	2.4%	2.7%	1.9%	2.0%	2.3%	2.5%	1.9%	2.0%	1.9%	2.0%	2.4%	2.6%
LAQ	8.2%	3.4%	0.26%	8.7%		3.6%	-4.6%	7.8%	1.5%	8.7%	2.7%	9.3%	3.6%	12.9%	8.7%	22.0%	21.8%	6.1%	-1.0%	7.1%	0.4%
Los Al TB	2.6%	3.5%	0.86%	2.7%		3.6%	4.1%	3.2%	3.5%	2.6%	2.7%	3.3%	3.6%	2.6%	2.7%	2.6%	2.6%	3.4%	3.9%	3.1%	3.4%
Santa Anita	41.3%	50.0%	0.77%	40.8%		48.5%	60.9%	42.1%	51.7%	40.6%	49.5%	39.9%	48.5%	34.6%	40.8%	20.3%	20.3%	44.8%	55.6%	43.4%	53.5%
SCF	0.7%	0.6%	0.52%	1.0%		0.8%	0.2%	1.0%	0.6%	1.0%	0.5%	1.2%	0.8%	1.3%	1.0%	2.0%	2.0%	1.0%	0.5%	1.0%	0.5%
WAW	2.3%	0.8%	0.21%	2.4%		0.8%	-3.2%	3.1%	0.0%	3.1%	0.0%	3.6%	0.8%	4.8%	2.4%	10.0%	10.0%	2.1%	-1.4%	1.9%	-1.6%
Grouped	Handle	CHRB	BS% of handle	Handle	SVT	CHRB	BS% of handle	CHRB	BS% of handle	CHRB	BS% of handle	CHRB	BS% of handle	CHRB	BS% of handle	CHRB	BS% of handle	CHRB	BS% of handle	CHRB	BS% of handle
N-Cal Days	565,666,523	2,649,628	0.47%	439,054,515	1,804,154	2,210,282	0.39%	2,838,770	0.65%	3,123,712	0.71%	3,338,437	0.76%	3,986,166	0.91%	6,002,282	1.37%	2,662,302	0.61%	2,689,500	14.76%
S-Cal Days	1,954,174,934	14,442,572	0.74%	1,821,660,667	1,972,188	15,206,839	0.78%	13,401,943	0.74%	12,960,447	0.71%	12,528,123	0.69%	11,025,473	0.61%	6,391,271	0.35%	14,072,908	0.77%	13,893,037	76.24%
LAQ	231,378,692	606,069	0.26%	222,238,000	1,239,335	657,090	0.28%	1,424,588	0.64%	1,581,142	0.71%	1,695,459	0.76%	2,343,813	1.05%	4,001,262	1.80%	1,110,052	0.50%	1,286,430	7.06%
WAW	63,965,486	135,731	0.21%	62,346,500	557,699	148,788	0.23%	557,699	0.89%	557,699	0.89%	660,982	1.06%	867,549	1.39%	1,828,186	2.93%	377,738	0.61%	354,032	1.94%
Total	2,815,185,634	17,834,000	0.63%	2,545,299,682	5,573,376	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	100.00%
	% of handle	% of BS		% of handle	% of SVT	% of BS	% of ND	% of BS	% of ND	% of BS	% of ND	% of BS	% of ND	% of BS	% of ND	% of BS	% of ND	% of BS	% of ND	% of BS	% of ND
N-Cal Days	20.1%	14.9%		17.2%	32.4%	12.1%	3.2%	15.6%	8.2%	17.1%	10.4%	18.3%	12.1%	21.9%	17.2%	32.9%	33.2%	14.6%	6.8%	14.8%	7.0%
S-Cal Days	69.4%	81.0%		71.6%	35.4%	83.4%	104.6%	73.5%	90.4%	71.1%	86.9%	68.7%	83.4%	60.5%	71.6%	35.1%	34.9%	77.2%	95.7%	76.2%	94.2%
LAQ	8.2%	3.4%		8.7%	22.2%	3.6%	-4.6%	7.8%	1.5%	8.7%	2.7%	9.3%	3.6%	12.9%	8.7%	22.0%	21.8%	6.1%	-1.0%	7.1%	0.4%
WAW	2.3%	0.8%		2.4%	10.0%	0.8%	-3.2%	3.1%	0.0%	3.1%	0.0%	3.6%	0.8%	4.8%	2.4%	10.0%	10.0%	2.1%	-1.4%	1.9%	-1.6%
Total	100.0%	100.0%		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

*Handle excludes BC exports.

**To cover SVT, support percentages for WAW would require slightly higher rates compared to other hosts for blue and peach

Board Support Comparisons

Host	23/24 Forecast						24/25 Projected Handle*			24/25 Stewards Vets Testing	24/25 Support Methods											
											Prior Method SB16 % + instate equivalent ADW Does not cover SVT for all		75% SB16% plus same ADW (0.818)% for all Does not cover SVT for all meets		60% SB16% plus same ADW % (1.03%) for all** Covers SVT for all		Handle based** Covers SVT for all		SVT plus balance spread by handle Covers SVT for all		SVT plus balance spread by cards Covers SVT for all		SV covered; testing & balance spread by prior year formula Does not cover SVT for all meets	
	Cards	Handle*	% of Total	Support	% of Total	% of handle to CHRB	Cards	Handle	% of Total	$	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB
ACF	15	43,527,368	1.5%	213,841	1.2%	0.49%	13	33,925,195	1.3%	145,505	186,979	0.55%	228,213	0.67%	244,495	0.72%	241,365	0.71%	314,106	0.93%	504,555	1.49%	216,693	0.64%
State Fair	6	24,085,221	0.9%	130,602	0.7%	0.54%	9	24,510,596	1.0%	114,229	138,285	0.56%	169,623	0.69%	186,105	0.76%	174,384	0.71%	236,042	0.96%	362,803	1.48%	171,302	0.70%
Fresno	7	18,209,131	0.6%	90,048	0.5%	0.49%	14	41,507,405	1.6%	178,463	225,996	0.54%	274,815	0.66%	289,133	0.70%	295,310	0.71%	384,747	0.93%	565,133	1.36%	276,836	0.67%
GSR (GGF)	113	452,335,839	16.0%	2,056,277	11.5%	0.45%	99	292,667,476	11.5%	1,154,908	1,382,246	0.47%	1,677,619	0.57%	1,748,234	0.60%	2,082,222	0.71%	2,609,406	0.89%	3,889,215	1.33%	1,657,046	0.57%
HCF	6	10,519,446	0.4%	56,138	0.3%	0.53%	8	21,351,591	0.8%	97,809	131,945	0.62%	162,491	0.76%	181,619	0.85%	151,909	0.71%	203,922	0.96%	318,763	1.49%	163,355	0.77%
SCF	7	20,329,372	0.7%	104,876	0.6%	0.52%	9	25,092,252	1.0%	113,240	144,831	0.58%	176,738	0.70%	189,184	0.75%	178,522	0.71%	237,943	0.95%	361,813	1.44%	177,071	0.71%
Total	154	569,006,377	20.2%	2,651,783	14.9%	0.47%	152	439,054,515	17.2%	1,804,154	2,210,282	0.50%	2,689,500	0.61%	2,838,770	0.65%	3,123,712	0.71%	3,986,166	0.91%	6,002,282	1.37%	2,662,302	0.61%
Del Mar	43	644,024,710	22.8%	4,482,191	25.1%	0.70%	46	652,282,841	25.6%	588,876	5,354,104	0.82%	4,977,438	0.76%	4,681,815	0.72%	4,640,753	0.71%	3,830,590	0.59%	1,859,362	0.29%	4,925,394	0.76%
LACF	10	74,978,817	2.7%	384,217	2.2%	0.51%	9	62,379,205	2.5%	103,151	357,147	0.57%	435,416	0.70%	463,934	0.74%	443,805	0.71%	413,163	0.66%	351,724	0.56%	351,311	0.56%
Los Al TB	12	73,766,444	2.6%	629,224	3.5%	0.85%	12	67,536,747	2.7%	140,681	654,443	0.97%	573,209	0.85%	582,408	0.86%	480,499	0.71%	476,325	0.71%	472,112	0.70%	628,639	0.93%
Santa Anita	94	1,166,322,873	41.4%	8,958,329	50.2%	0.77%	93	1,039,461,874	40.8%	1,139,481	8,841,146	0.85%	7,906,974	0.76%	7,673,787	0.74%	7,395,390	0.71%	6,305,395	0.61%	3,708,072	0.36%	8,167,564	0.79%
Total	159	1,959,092,845	69.5%	14,453,962	81.0%	0.74%	160	1,821,660,667	71.6%	1,972,188	15,206,839	0.83%	13,893,037	0.76%	13,401,943	0.74%	12,960,447	0.71%	11,025,473	0.61%	6,391,271	0.35%	14,072,908	0.77%
LAQ	97	227,411,540	8.1%	593,130	3.3%	0.26%	100	222,238,000	8.7%	1,239,335	657,090	0.30%	1,286,430	0.58%	1,424,588	0.64%	1,581,142	0.71%	2,343,813	1.05%	4,001,262	1.80%	1,110,052	0.50%
WAW	46	63,965,486	2.3%	135,126	0.8%	0.21%	46	62,346,500	2.4%	557,699	148,788	0.24%	354,032	0.57%	557,699	0.89%	557,699	0.89%	867,549	1.39%	1,828,186	2.93%	377,738	0.61%
Total	456	2,819,476,247	100%	17,834,000	100%	0.63%	458	2,545,299,682	100%	5,573,376	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%
		Ave Daily Handle		Ave Daily Support				Ave Daily Handle	% of Handle	Ave Daily SVT	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support
ACF		2,901,825		14,256				2,609,630	1.3%	11,193	14,383	1.0%	17,555	1.3%	18,807	1.3%	18,567	1.3%	24,162	1.7%	38,812	2.8%	16,669	1.2%
State Fair		4,014,203		21,767				2,723,400	1.0%	12,692	15,365	0.8%	18,847	0.9%	20,678	1.0%	19,376	1.0%	26,227	1.3%	40,311	2.0%	19,034	0.9%
Fresno		2,601,304		12,864				2,964,815	1.6%	12,747	16,143	1.2%	19,630	1.5%	20,652	1.6%	21,094	1.6%	27,482	2.1%	40,367	3.1%	19,774	1.5%
GSR (GGF)		4,002,972		18,197				2,956,237	11.5%	11,666	13,962	7.6%	16,946	9.2%	17,659	9.6%	21,033	11.4%	26,358	14.3%	39,285	21.3%	16,738	9.1%
HCF		1,753,241		9,356				2,668,949	0.8%	12,226	16,493	0.7%	20,311	0.9%	22,702	1.0%	18,989	0.8%	25,490	1.1%	39,845	1.7%	20,419	0.9%
SCF		2,904,196		14,982				2,788,028	1.0%	12,582	16,092	0.8%	19,638	1.0%	21,020	1.0%	19,836	1.0%	26,438	1.3%	40,201	2.0%	19,675	1.0%
N-Cal Days		3,694,847		17,219				2,888,517	17.2%	11,869	14,541	12.1%	17,694	14.8%	18,676	15.6%	20,551	17.1%	26,225	21.9%	39,489	32.9%	17,515	14.6%
Del Mar		14,977,319		104,237				14,180,062	25.6%	12,802	116,394	29.4%	108,205	27.3%	101,779	25.7%	100,886	25.5%	83,274	21.0%	40,421	10.2%	107,074	27.0%
LACF		7,497,882		38,422				6,931,023	2.5%	11,461	39,683	2.0%	48,380	2.4%	51,548	2.5%	49,312	2.4%	45,907	2.3%	39,080	1.9%	39,035	1.9%
Los Al TB		6,147,204		52,435				5,628,062	2.7%	11,723	54,537	3.6%	47,767	3.1%	48,534	3.2%	40,042	2.6%	39,694	2.6%	39,343	2.6%	52,387	3.4%
Santa Anita		12,407,690		95,301				11,177,009	40.8%	12,252	95,066	48.5%	85,021	43.4%	82,514	42.1%	79,520	40.6%	67,800	34.6%	39,872	20.3%	87,823	44.8%
S-Cal Days		12,321,339		90,905				11,385,379	71.6%	12,326	95,043	83.4%	86,831	76.2%	83,762	73.5%	81,003	71.1%	68,909	60.5%	39,945	35.1%	87,956	77.2%
LAQ		2,344,449		6,115				2,222,380	8.7%	12,393	6,571	3.6%	12,864	7.1%	14,246	7.8%	15,811	8.7%	23,438	12.9%	40,013	22.0%	11,101	6.1%
WAW		1,390,554		2,938				1,355,359	2.4%	12,124	3,235	0.8%	7,696	1.9%	12,124	3.1%	12,124	3.1%	18,860	4.8%	39,743	10.0%	8,212	2.1%
Total		6,183,062		39,110				5,557,423	100%	12,169	39,788	100%	39,788	100%	39,788	100%	39,788	100%	39,788	100%	39,788	100%	39,788	100%

Support less SVT	Support less SVT	% of Total	Support less SVT	% of Total	Support less SVT	% of Total	Support less SVT	% of Total	Support less SVT	% of Total	Support less SVT	% of Total	Support less SVT	% of Total
N-Cal Days	406,128	3.2%	885,347	7.0%	1,034,616	8.2%	1,319,558	10.4%	2,182,012	17.2%	4,198,128	33.2%	858,148	6.8%
S-Cal Days	13,234,651	104.6%	11,920,849	94.2%	11,429,754	90.4%	10,988,259	86.9%	9,053,284	71.6%	4,419,082	34.9%	12,100,720	95.7%
LAQ	(582,245)	-4.6%	47,095	0.4%	185,253	1.5%	341,807	2.7%	1,104,478	8.7%	2,761,927	21.8%	(129,283)	-1.0%
WAW	(408,911)	-3.2%	(203,667)	-1.6%	-	0.0%	-	0.0%	309,849	2.4%	1,270,486	10.0%	(179,962)	-1.4%
Total	12,649,624	100%	12,649,624	100%	12,649,624	100%	12,649,624	100%	12,649,624	100%	12,649,624	100%	12,649,624	100%

*Handle excludes Breeders' Cup exports.

**To cover SVT, support percentages for WAW would require higher rates compared to other hosts for lt. blue and peach

Board Support Comparisons

Host	23/24 Forecast						24/25 Projected Handle*			24/25 Stewards Vets Testing	24/25 Support Formulas											
											Prior Method SB16 % + instate equivalent ADW Does not cover SVT for all		75% SB16% plus same ADW (0.818)% for all Does not cover SVT for all meets		60% SB16% plus same ADW % (1.03%) for all** Covers SVT for all		Handle based** Covers SVT for all		SVT plus balance spread by handle Covers SVT for all		SVT plus balance spread by cards Covers SVT for all		SV covered; testing & balance spread by prior year formula Does not cover SVT for all meets	
	Cards	Handle*	% of Total	Support	% of Total	% of handle to CHRB	Cards	Handle	% of Total	$	Support	Blend % of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB	Support	% of handle to CHRB
ACF	15	43,527,368	1.5%	213,841	1.2%	0.49%	13	33,925,195	1.3%	145,505	186,979	0.55%	228,213	0.67%	244,495	0.72%	241,365	0.71%	314,106	0.93%	504,555	1.49%	216,693	0.64%
State Fair	6	24,085,221	0.9%	130,602	0.7%	0.54%	9	24,510,596	1.0%	114,229	138,285	0.56%	169,623	0.69%	186,105	0.76%	174,384	0.71%	236,042	0.96%	362,803	1.48%	171,302	0.70%
Del Mar	43	644,024,710	22.8%	4,482,191	25.1%	0.70%	46	652,282,841	25.6%	588,876	5,354,104	0.82%	4,977,438	0.76%	4,681,815	0.72%	4,640,753	0.71%	3,830,590	0.59%	1,859,362	0.29%	4,925,394	0.76%
Fresno	7	18,209,131	0.6%	90,048	0.5%	0.49%	14	41,507,405	1.6%	178,463	225,996	0.54%	274,815	0.66%	289,133	0.70%	295,310	0.71%	384,747	0.93%	565,133	1.36%	276,836	0.67%
GSR (GGF)	113	452,335,839	16.0%	2,056,277	11.5%	0.45%	99	292,667,476	11.5%	1,154,908	1,382,246	0.47%	1,677,619	0.57%	1,748,234	0.60%	2,082,222	0.71%	2,609,406	0.89%	3,889,215	1.33%	1,657,046	0.57%
HCF	6	10,519,446	0.4%	56,138	0.3%	0.53%	8	21,351,591	0.8%	97,809	131,945	0.62%	162,491	0.76%	181,619	0.85%	151,909	0.71%	203,922	0.96%	318,763	1.49%	163,355	0.77%
LACF	10	74,978,817	2.7%	384,217	2.2%	0.51%	9	62,379,205	2.5%	103,151	357,147	0.57%	435,416	0.70%	463,934	0.74%	443,805	0.71%	413,163	0.66%	351,724	0.56%	351,311	0.56%
LAQ	97	227,411,540	8.1%	593,130	3.3%	0.26%	100	222,238,000	8.7%	1,239,335	657,090	0.30%	1,286,430	0.58%	1,424,588	0.64%	1,581,142	0.71%	2,343,813	1.05%	4,001,262	1.80%	1,110,052	0.50%
Los Al TB	12	73,766,444	2.6%	629,224	3.5%	0.85%	12	67,536,747	2.7%	140,681	654,443	0.97%	573,209	0.85%	582,408	0.86%	480,499	0.71%	476,325	0.71%	472,112	0.70%	628,639	0.93%
Santa Anita	94	1,166,322,873	41.4%	8,958,329	50.2%	0.77%	93	1,039,461,874	40.8%	1,139,481	8,841,146	0.85%	7,906,974	0.76%	7,673,787	0.74%	7,395,390	0.71%	6,305,395	0.61%	3,708,072	0.36%	8,167,564	0.79%
SCF	7	20,329,372	0.7%	104,876	0.6%	0.52%	9	25,092,252	1.0%	113,240	144,831	0.58%	176,738	0.70%	189,184	0.75%	178,522	0.71%	237,943	0.95%	361,813	1.44%	177,071	0.71%
WAW	46	63,965,486	2.3%	135,126	0.8%	0.21%	46	62,346,500	2.4%	557,699	148,788	0.24%	354,032	0.57%	557,699	0.89%	557,699	0.89%	867,549	1.39%	1,828,186	2.93%	377,738	0.61%
Total	456	2,819,476,247	100%	17,834,000	100%	0.63%	458	2,545,299,682	100%	5,573,376	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%	18,223,000	0.72%
		Ave Daily Handle		Ave Daily Support				Ave Daily Handle	% of Handle	Ave Daily SVT	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support	Ave Daily Support	% of Support
ACF		2,901,825		14,256				2,609,630	1.3%	11,193	14,383	1.0%	17,555	1.3%	18,807	1.3%	18,567	1.3%	24,162	1.7%	38,812	2.8%	16,669	0.6%
State Fair		4,014,203		21,767				2,723,400	1.0%	12,692	15,365	0.8%	18,847	0.9%	20,678	1.0%	19,376	1.0%	26,227	1.3%	40,311	2.0%	19,034	0.5%
Del Mar		14,977,319		104,237				14,180,062	25.6%	12,802	116,394	29.4%	108,205	27.3%	101,779	25.7%	100,886	25.5%	83,274	21.0%	40,421	10.2%	107,074	34.3%
Fresno		2,601,304		12,864				2,964,815	1.6%	12,747	16,143	1.2%	19,630	1.5%	20,652	1.6%	21,094	1.6%	27,482	2.1%	40,367	3.1%	19,774	0.8%
GSR (GGF)		4,002,972		18,197				2,956,237	11.5%	11,666	13,962	7.6%	16,946	9.2%	17,659	9.6%	21,033	11.4%	26,358	14.3%	39,285	21.3%	16,738	4.0%
HCF		1,753,241		9,356				2,668,949	0.8%	12,226	16,493	0.7%	20,311	0.9%	22,702	1.0%	18,989	0.8%	25,490	1.1%	39,845	1.7%	20,419	0.5%
LACF		7,497,882		38,422				6,931,023	2.5%	11,461	39,683	2.0%	48,380	2.4%	51,548	2.5%	49,312	2.4%	45,907	2.3%	39,080	1.9%	39,035	2.0%
LAQ		2,344,449		6,115				2,222,380	8.7%	12,393	6,571	3.6%	12,864	7.1%	14,246	7.8%	15,811	8.7%	23,438	12.9%	40,013	22.0%	11,101	-1.0%
Los Al TB		6,147,204		52,435				5,628,062	2.7%	11,723	54,537	3.6%	47,767	3.1%	48,534	3.2%	40,042	2.6%	39,694	2.6%	39,343	2.6%	52,387	3.9%
Santa Anita		12,407,690		95,301				11,177,009	40.8%	12,252	95,066	48.5%	85,021	43.4%	82,514	42.1%	79,520	40.6%	67,800	34.6%	39,872	20.3%	87,823	55.6%
SCF		2,904,196		14,982				2,788,028	1.0%	12,582	16,092	0.8%	19,638	1.0%	21,020	1.0%	19,836	1.0%	26,438	1.3%	40,201	2.0%	19,675	0.5%
WAW		1,390,554		2,938				1,355,359	2.4%	12,124	3,235	0.8%	7,696	1.9%	12,124	3.1%	12,124	3.1%	18,860	4.8%	39,743	10.0%	8,212	-1.4%
Total		6,183,062		39,110				5,557,423	100%	12,169	39,788	100%	39,788	100%	39,788	100%	39,788	100%	39,788	100%	39,788	100%	39,788	100%

Grouped	Cards	Handle	% of Handle	CHRB	% of Support		Handle	% of Handle	SVT	Support	% of Support	Support	% of Support	Support	% of Support	Support	% of Support	Support	% of Support	Support	% of Support	Support	% of Support
N-Cal Days	154	569,006,377	20.2%	2,651,783	14.9%		439,054,515	17.2%	1,804,154	2,210,282	12.1%	2,689,500	14.8%	2,838,770	15.6%	3,123,712	17.1%	3,986,166	21.9%	6,002,282	32.9%	2,662,302	14.6%
S-Cal Days	159	1,959,092,845	69.5%	14,453,962	81.0%		1,821,660,667	71.6%	1,972,188	15,206,839	83.4%	13,893,037	76.2%	13,401,943	73.5%	12,960,447	71.1%	11,025,473	60.5%	6,391,271	35.1%	14,072,908	77.2%
LAQ	97	227,411,540	8.1%	593,130	3.3%		222,238,000	8.7%	1,239,335	657,090	3.6%	1,286,430	7.1%	1,424,588	7.8%	1,581,142	8.7%	2,343,813	12.9%	4,001,262	22.0%	1,110,052	6.1%
WAW	46	63,965,486	2.3%	135,126	0.8%		62,346,500	2.4%	557,699	148,788	0.8%	354,032	1.9%	557,699	3.1%	557,699	3.1%	867,549	4.8%	1,828,186	10.0%	377,738	2.1%
Total	456	2,819,476,247	100%	17,834,000	100%		2,545,299,682	100%	5,573,376	18,223,000	100%	18,223,000	100%	18,223,000	100%	18,223,000	100%	18,223,000	100%	18,223,000	100%	18,223,000	100%
					% handle to CHRB						% handle to CHRB	Support less SVT %											
Grouped									% of SVT														
N-Cal Days					0.47%				32.4%	0.50%	3.2%	0.61%	7.0%	0.65%	8.2%	0.71%	10.4%	0.91%	17.2%	1.37%	33.2%	0.61%	6.8%
S-Cal Days					0.74%				35.4%	0.83%	104.6%	0.76%	94.2%	0.74%	90.4%	0.71%	86.9%	0.61%	71.6%	0.35%	34.9%	0.77%	95.7%
LAQ					0.26%				22.2%	0.30%	-4.6%	0.58%	0.4%	0.64%	1.5%	0.71%	2.7%	1.05%	8.7%	1.80%	21.8%	0.50%	-1.0%
WAW					0.21%				10.0%	0.24%	-3.2%	0.57%	-1.6%	0.89%	0.0%	0.89%	0.0%	1.39%	2.4%	2.93%	10.0%	0.61%	-1.4%
Total					0.63%				100%	0.72%	100%	0.72%	100%	0.72%	100%	0.72%	100%	0.72%	100%	0.72%	100%	0.72%	100%

*Handle excludes Breeders' Cup exports.

**To cover SVT, support percentages for WAW would require higher rates compared to other hosts for lt. blue and peach

Agenda Item 13

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CALIFORNIA HORSE RACING BOARD

June 20, 2024

REGULAR BOARD MEETING

There is no board package material for Item 13

Agenda Item 14

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REGULAR BOARD MEETING

There is no board package material for Item 14

Agenda Item 15

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CALIFORNIA HORSE RACING BOARD

June 20, 2024

REGULAR BOARD MEETING

There is no board package material for Item 15