

**CALIFORNIA HORSE RACING BOARD**

1010 Hurley Way, Suite 300  
Sacramento, CA 95825  
(916) 263-6000  
[www.chrb.ca.gov](http://www.chrb.ca.gov)  
[information@chrb.ca.gov](mailto:information@chrb.ca.gov)



## **REGULAR MEETING**

of the **California Horse Racing Board (CHRB Board)** will be held on **Thursday, August 15, 2024**, commencing at **9:30 a.m.** at the **Del Mar Hilton, 15575 Jimmy Durante Blvd, Del Mar, California**. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website ([www.chrb.ca.gov](http://www.chrb.ca.gov)) under "Webcasts."

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

### **AGENDA**

#### **Action Items:**

1. **Approval of the minutes of June 20, 2024.**
2. Discussion and action by the Board regarding allocation of **racing dates for the racing calendar year 2025.**
3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club II (T), at Santa Anita, from September 25, 2024, through October 29, 2024.**
4. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Alamitos Horse Racing Association (LARA) at Los Alamitos Race Course, from September 11, 2024, through September 24, 2024.**
5. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Big Fresno Fair at Fresno, from September 18, 2024, through October 15, 2024.**
6. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1433, Application for License to Conduct a Horse Racing Meeting; Rule 1440, Approval of Concessionaires; Rule 1440.5, Licensing of Contractors and Sub-Contractors; Rule 2057, Initial Application and Approval of a Simulcast Facility; Rule 2059, Initial Application and Approval of a Simulcast Organization; Rule 2066, Application for License to Operate a Minisatellite Wagering Facility; Rule 2071, License to Conduct Advance Deposit Wagering by a California Applicant; and Rule 2072, Approval to Conduct Advance Deposit Wagering by an Out-of-State Applicant**, to update applications used by various entities for approvals and licenses issued by the Board.
7. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1634, Claiming Option Entry; Rule 1656, Errors which Invalidate Claim; and Rule 1658, Vesting of Title to Claimed Horse**, to align with Federal regulations regarding claiming races.

8. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1497, Confidentiality of Applications, and CHRB Rule 1548, Rulings by the Stewards**, to align with current practices regarding the confidentiality of information and comply with the Information Practices Act.
9. **The California Horse Power Coalition will present findings from the 2024 American Horse Council's Economic Impact California Breakout Study** which covers the impact of the industry to the state, both economically and culturally.
10. Discussion and action by the Board regarding the request for **approval of the nominated members to the Board of Directors of the California Thoroughbred Horsemen's Foundation, Inc.**, pursuant to CHRB Rule 2049(a), Designation and Approval of Horsemen's Welfare Fund.
11. **Reports.**
  - A. **Executive Director's Report.**
  - B. **Equine Medical Director's Report.**
12. **Public Comment:** Communications, reports, requests for future actions of the Board. **Note:** During the public comment period, a total of thirty minutes will be allowed for public comments. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.
13. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings and personnel matters as authorized by section 11126 of the Government Code.
  - A. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending litigation described in the attachment to this agenda captioned "Pending Litigation," and as authorized by Government Code section 11126(e).
  - B. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e).
  - C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).
14. **Adjournment.**

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; phone 916-263-6000. This notice is located on the CHRB website at [www.chrb.ca.gov](http://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](mailto: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  
Scott Chaney, Executive Director  
Cynthia Alameda, Deputy Executive Director

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**AUGUST 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**

- A. Proposed Decision in the Matter of Fitness for Licensure against Owner Hershey Williams**  
Case Number: SAC 24-0024
  
  - B. Proposed Decision in the Matter of Disorderly Conduct against Jockey Jose de Jesus Martinez Saldivar**  
Case Number: SAC 24-0022
- 

**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, 4<sup>th</sup> 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

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



**REGULAR BOARD MEETING MINUTES**

**Date and Time:** June 20, 2024, at 9:30 a.m.

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

**Board Members Present:** Gregory Ferraro, Chairman  
Oscar Gonzales, Vice-Chairman  
Damascus Castellanos, Member  
Dennis Alfieri, Member  
Brenda Washington Davis, Member  
Thomas Hudnut, Commissioner  
Wendy Mitchell, Commissioner

**Staff Members Present:** Scott Chaney, Executive Director  
Robert Brodnik, Chief Counsel  
Jeff Blea, Equine Medical Director

**1. APPROVAL OF THE MINUTES OF MAY 16, 2024.**

**Motion:** Approve.

**Motioned/Seconded:** Hudnut/Davis.

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

**Absent:** None. **Abstain:** Mitchell. **Motion carried.**

Page 11 in the Board transcript.

**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.**

**Motion:** Approve.

**Motioned/Seconded:** Hudnut/Castellanos.

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

Pages 11–15 in the Board transcript.

**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.**

## Proceedings of the Regular Meeting of June 20, 2024

**Motion:** Approve.

**Motioned/Seconded:** Castellanos/Alfieri.

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

Pages 15-21 in the Board transcript.

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.**

**Motion:** Approve.

**Motioned/Seconded:** Hudnut/Mitchell.

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

Pages 21-27 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD TO APPROVE 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.**

**Motion:** Approve.

**Motioned/Seconded:** Davis/Alfieri.

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

Pages 27-34 in the Board transcript.

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.**

**Motion:** Approve.

**Motioned/Seconded:** Gonzales /Castellanos.

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

Pages 34-38 in the Board transcript.

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.**

**Motion:** Approve.

**Motioned/Seconded:** Hudnut/Castellanos.

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

Pages 38-39 in the Board transcript.

**Proceedings of the Regular Meeting of June 20, 2024**

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 CHRBRULE 1807, AUTHORIZED HORSE SALES.

**Motion:** Approve.

**Motioned/Seconded:** Alfieri/Davis.

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

Pages 39–41 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **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:** Approve license for ONE year only.

**Motioned/Seconded:** Hudnut/Alfieri.

**Roll call vote: Aye:** Alfieri, Mitchell, Hudnut, Castellanos, Gonzales, Davis, Ferraro. **Nay:** None. **Absent:** None. **Abstain:** None. **Motion carried as a One Year License only.**

Pages 41-45 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE **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.

**Motion:** Approve.

**Motioned/Seconded:** Davis/Hudnut.

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

Pages 45-48 in the Board transcript.

11. DISCUSSION REGARDING **COMPUTER ASSISTED WAGERING (CAW)** IN CALIFORNIA.

**Motion:** No Action Required.

Pages 48-96 in the Board transcript.

12. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL OF THE FISCAL YEAR 2024-2025 FORMULA AND AGREEMENT PROVIDING FUNDING FOR THE CHRBB BOARD SUPPORT.**

**Motion:** Approve the “Light Blue Model” funding column.

**Motioned/Seconded:** Ferraro/Hudnut.

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

Pages 96-161 in the Board transcript.

## **Proceedings of the Regular Meeting of June 20, 2024**

### **13. REPORTS.**

#### **A. EXECUTIVE DIRECTOR'S REPORT**

Pages 161-164 in the Board transcript.

#### **B. EQUINE MEDICAL DIRECTOR'S REPORT.**

Pages 166-170 in the Board transcript.

### **14. PUBLIC COMMENT.**

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

**The Board Meeting was adjourned at 1:19 P.M.**

**Proceedings of the Regular Meeting of June 20, 2024**

A full and complete transcript of the aforesaid proceedings are on file at the office of the California Horse Racing Board, 1010 Hurley Way, Suite 300, Sacramento, California, and therefore made a part hereof.

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Chairman

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Executive Director

# DRAFT 2025 NORTHERN CALIFORNIA RACING CALENDAR - DRAFT A

2024

30-Jul-24

December						
S	M	T	W	T	F	S
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				

3

**RACE DAYS**

Alameda County Fair	12
California State Fair	8
Sonoma County Fair	9
Humboldt County Fair	9
Big Fresno Fair	10
<b>GOLDEN STATE RACING</b>	<b>91</b>

**NOR CAL RACING**

<b>GOLDEN STATE RACING - Spring Meet</b>	65
<b>GOLDEN STATE RACING - Fall Meet</b>	26
<b>TOTAL NOR CAL RACING DAYS</b>	<b>91</b>

2025

January						
S	M	T	W	T	F	S
			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	

12

February						
S	M	T	W	T	F	S
						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	

10

March						
S	M	T	W	T	F	S
						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					

11

April						
S	M	T	W	T	F	S
		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			

11

May						
S	M	T	W	T	F	S
				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

14

June						
S	M	T	W	T	F	S
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					

4

9

July						
S	M	T	W	T	F	S
		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		

3

8

August						
S	M	T	W	T	F	S
					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						

9

6

September						
S	M	T	W	T	F	S
	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				

3

4

October						
S	M	T	W	T	F	S
			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	

6

6

November						
S	M	T	W	T	F	S
						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						

14

December						
S	M	T	W	T	F	S
	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			

6

**Sonoma County Fair - 2025 Proposed Racing Dates**

<b>July</b>						
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	<b>30</b>	<b>31</b>		

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

<b>Santa Rosa</b>	<b>9</b>
<b>Simo Only</b>	<b>6</b>

# 2025

## Del Mar 2025 Race Dates Request

Summer (9 Weeks) July 9 - September 9

Fall (5 Weeks) October 29 - December 2

JANUARY							FEBRUARY							MARCH							APRIL						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
29	30	31	1	2	3	4	26	27	28	29	30	31	1	23	24	25	26	27	28	1	30	31	1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31	1	23	24	25	26	27	28	1	23	24	25	26	27	28	29	27	28	29	30	1	2	3
2	3	4	5	6	7	8	2	3	4	5	6	7	8	30	31	1	2	3	4	5	4	5	6	7	8	9	10

MAY							JUNE							JULY							AUGUST						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	1	2	3	1	2	3	4	5	6	7	29	30	1	2	3	4	5	27	28	29	30	31	1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	1	2	3	4	5	27	28	29	30	31	1	2	24	25	26	27	28	29	30
1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9	31	1	2	3	4	5	6

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
31	1	2	3	4	5	6	28	29	30	1	2	3	4	26	27	28	29	30	31	1	30	1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
28	29	30	1	2	3	4	26	27	28	29	30	31	1	23	24	25	26	27	28	29	28	29	30	31	1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	30	1	2	3	4	5	6	4	5	6	7	8	9	10



**Josh Rubinstein**  
President & COO

August 4, 2024

Sent via e-mail: [cschaney@chr.ca.gov](mailto:cschaney@chr.ca.gov)

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

**Re: DMTC Dates Request for 2025 Racing Calendar**

Dear Executive Director Chaney:

We write to address the Del Mar Thoroughbred Club's ("DMTC") requests for the 2025 racing calendar. We appreciate the California Horse Racing Board ("CHRB") addressing this issue at its August 15, 2024 meeting. Doing so will benefit owners and trainers in planning where to race their horses and will help determine DMTC's continued investments in purse enhancements, horse recruitment efforts and programs benefitting backstretch workers.

DMTC requests the same nine (9) week allotment for our 2025 summer meet that the CHRB has allocated to Del Mar each of the last five years, 2020 through 2024. **In 2025, DMTC's requested nine (9) week summer season is July 9 through September 9.** As was the case in 2021 through 2024, Del Mar requests to operate 31-days of racing over eight (8) weeks from July 19 through September 7, with a simulcast-only week prior to the start of our summer season.

A few points regarding DMTC's nine-week summer race meet:

- Del Mar is the only racetrack in California that traditionally operates a four-day race week (the state's other tracks generally run three-days per week). Our additional day of racing each week provides more racing opportunities and more purse money for industry stakeholders as well as additional work days (i.e., days for employees to qualify for health and welfare benefits).
- In addition to offering the state's highest purses, DMTC and the TOC have invested over \$2 million in each of the last three years in horse recruitment efforts to attract over 900 out-of-state runners to California. In 2021 through 2023, our recruitment initiatives, which are highlighted by the popular *Ship & Win* program, have generated 2,764 starts at California racetracks (1,656 starts at Del Mar and 1,108 starts at Santa Anita and Los Alamitos) and the majority of these horses have remained in the state.
- Our investment in horse recruitment contributed to California's top performing race meet in 2023 which produced an average field size of 8.9 runners per race and average daily all-sources handle of \$17.59 million. In addition to offering the state's largest daily average purses, DMTC's wagering levels provide valuable funding contributions to industry programs such as CHRB Board support, workers'

compensation and Stabling & Vanning. Notably, our generated funding per allocated race week leads all the other racing associations in California.

- DMTC values and respects our backstretch workers. They work tirelessly to care for our horses and without them there would be no industry. DMTC is proud to partner with the California Thoroughbred Horsemen's Foundation and the Oak Tree Racing Association on the continuation of our backstretch meals program, which provides free meals to the backstretch community over five days during most weeks. We anticipate providing over 20,000 free meals this summer for these men and women who are so integral to horse racing in California. This is an important investment in the well-being of our backstretch community and our commitment that their welfare continues to be a top priority for us.

**DMTC further requests a five (5) week allotment from October 29 through December 2 for our 2025 fall race meet.** Del Mar requests to operate sixteen (16) days of racing, including the Breeders' Cup, from October 30 – November 30 during our 2025 fall season. This five (5) week calendar is the same allocation that the CHRB approved for Del Mar's 2024 fall meet.

A few points regarding DMTC's fall race meet:

- Del Mar was recently awarded the 2025 Breeders' Cup World Championships, which will be held on October 31 and November 1. This represents the fourth time DMTC will host the Breeders' Cup over the last nine years.
- Since DMTC's inaugural fall season in 2014, the CHRB has allocated Del Mar either a four-week or five-week race meet each year.
- DMTC has proudly offered the Autumn Turf Festival each year since we began operating our fall meet in 2014. Originally created by Hollywood Park, the Turf Festival is a collection of Graded stakes races run over Thanksgiving weekend.
- In 2025, Del Mar's Turf Festival is projected to offer seven (7) Graded stakes races over Thanksgiving weekend. Due to the dates of preceding stakes races from across the country and the handle generated over Thanksgiving weekend, it is critical that the fifth and final weekend of Del Mar's 2025 fall meet is November 27 – 30.

Our commitment to investing in our racing program, the welfare of our backstretch community and other initiatives have resulted in Del Mar becoming one of the industry's most successful and safest race meets, not only in California but throughout the entire nation. As noted above, DMTC is prepared to make continued investments to ensure the health of racing at Del Mar as well as throughout California. We also value our relationship with the CHRB and appreciate your consideration of our requests for 2025 race dates.

We look forward to further discussion with the CHRB and industry stakeholders and are available to address any questions you may have.

Respectfully,



Josh Rubinstein  
President & COO



Operating Harness Racing at Cal Expo  
Managed By Golden Bear Racing, LLC

Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Avenue #210  
Sacramento, CA 95825

Re: 2025 Harness Racing Dates Allocation Request

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing would like to request the following 2025 standardbred race dates to be raced at Cal Expo. Our date request is somewhat consistent with our 2024 racing calendar.

December 20<sup>th</sup>, 2024 through May 9<sup>th</sup>, 2025  
November 15, 2025 through December 24<sup>th</sup>, 2025

It is anticipated that racing will be conducted Friday and Saturday evenings during the proposed allocated periods.

We thank the Board for their consideration of our request.

Sincerely,

Christopher J. Schick

## 2025 Santa Anita Race Weeks

SA - December 28, 2024 through June 17, 2025

SA - September 24 through October 28, 2025

SA - Meet Starts December 17, 2025

Santa Anita	31
Del Mar	0
Los Al	0
LACF@Los Al	0
	31

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				2

January						
Su	Mo	Tu	We	Th	Fr	Sa
			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	
						4

February						
Su	Mo	Tu	We	Th	Fr	Sa
						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	
						4

March						
Su	Mo	Tu	We	Th	Fr	Sa
						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					5

April						
Su	Mo	Tu	We	Th	Fr	Sa
		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			
						4

May						
Su	Mo	Tu	We	Th	Fr	Sa
				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
						5

June						
Su	Mo	Tu	We	Th	Fr	Sa
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					
					2	

July						
Su	Mo	Tu	We	Th	Fr	Sa
		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						
Su	Mo	Tu	We	Th	Fr	Sa
					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						
Su	Mo	Tu	We	Th	Fr	Sa
	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				
						1

October						
Su	Mo	Tu	We	Th	Fr	Sa
			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	
						4

November						
Su	Mo	Tu	We	Th	Fr	Sa
						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						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	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			



Mr. Scott Chaney  
Executive Director  
CALIFORNIA HORSE RACING BOARD  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Mr. Chaney:

Los Alamitos Quarter Horse Racing Association is requesting the following dates for our upcoming meet. December 26, 2024, through December 23, 2025.

Los Alamitos Racing Association would like to request September 10, 2025, through September 23, 2025, and December 3, 2025, through December 21, 2025.

Los Angeles County Fair would like to request June 18, 2025, through July 8, 2025.

Thank you for your consideration of our request.

Truly yours,

A handwritten signature in black ink, appearing to read "Edward C. Allred", is written over a light yellow rectangular background.

**Edward C. Allred**  
Chief Executive Officer

STAFF ANALYSIS  
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO  
CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB II (T) AT  
SANTA ANITA, FROM SEPTEMBER 25, 2024, THROUGH OCTOBER 29, 2024

Regular Board Meeting  
August 15, 2024

**Application:** Los Angeles Turf Club II at Santa Anita Race Course

**Breeds:** Thoroughbred

**Board Allocated Dates:** Grey/shaded

**Racing Dates:** Blue/shaded, bold

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					

OCTOBER 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Los Alamitos fire clearance valid through 02/25/25; San Luis Rey Downs valid through 07/28/25.	<a href="#">Rule 1420(q)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/24.	<a href="#">BPC 19607.1</a>
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 12/10/24; 45-day exemption request received 06/27/24.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 07/25/24.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Track safety inspection completed on 07/30/24.	<a href="#">Rule 1471(g)</a>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Marsh Canada Limited Insurance. Valid 06/30/24 through 06/30/25.	<a href="#">Rule 1501</a>

Horsemen's Race Meet Agreements	<input type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input checked="" type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – pending finalization of purse structure.  <b>California Thoroughbred Trainers Association</b> – agreement finalized; pending signature only.  Addressed in letter of explanation.	<a href="#">Rule 2044</a>
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<b>Inclement Weather Policy</b> – received 06/27/24.  <b>Concussion Protocol Policy</b> – received 06/27/24.  <b>Track Emergency Procedures</b> – received 06/27/24.	<a href="#">Rule 1432</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	LATC II 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 June 26, 2024.	<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19604 &amp; 19604(b)(1)(C)</a>
Administrative Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Active Licenses Deposit Received Required Signatures	<a href="#">Rule 1481</a> <a href="#">BPC 19490</a> <a href="#">Rules 1433 &amp; Rule 1437</a>

**RECOMMENDATION:** Staff recommends approval once horsemen's race meet agreements are finalized. The application as submitted satisfactorily meets all other requirements for licensure.



July 24, 2024

Ms. Nicole Lopes-Gravely  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Ms. Lopes-Gravely,

As of today, the following is still outstanding, with respect to Los Angeles Turf Club II, Inc.'s ("LATC") 2024 Autumn Race Meet Application:

1. TOC Agreement – LATC is working with the TOC on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the August Board meeting. LATC will inform CHRB staff in the event any unforeseen issues are encountered.
2. CTT Agreement – LATC is working with the CTT on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with CTT will be finalized prior to the August Board meeting. LATC will inform CHRB staff in the event any unforeseen issues are encountered.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Eric Sindler".

Eric Sindler



June 26, 2024

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

Re: Jockey Concussion Protocols

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the jockey concussion protocols posted on the California Horse Racing Board's website.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Newby".

Nate Newby



June 26, 2024

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

Re: Track Veterinarian Emergency Procedures

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the Track Veterinarian Emergency Procedures posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby



June 26, 2024

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

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

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: Los Angeles Turf Club II, Inc, 285 W. Huntington Drive, Arcadia, CA 91007, T: 626-574-7223 F: 626-446-9565 E: eric.sindler@stronachgroup.com
- B. Breed of horse: Thoroughbred  Quarter Horse  Harness
- C. Racetrack name: Santa Anita Park
- 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.
- 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: 09/25/24 - 10/29/24
- B. Actual dates racing will be held: September 27, 28, 29 (3 day); October 4, 5, 6, 11, 12, 13, 14, 18, 19, 20, 25, 26, 27 (13 days)
- C. Total number of days or nights of racing: 16
- D. Days or nights of the week races will be held:  
Wednesday – Sunday  Tuesday – Saturday  Other (specify)
- E. Number of days or nights of racing per week: 3

### CHRB CERTIFICATION

Application received: 6/27/24  
Deposit received: On file  
Reviewed: NLG

Hearing date: 8/15/24  
Approved date:  
License number:

Exhibit 2.D

Racing scheduled Friday through Sunday weekly.

Exceptions:     Racing             Monday, October 14, 2024

                  Non-Racing     Thursday, October 17, 2024

### 3. RACING PROGRAM

- A. Total number of races: 123 - 182
- B. Number of races for each day or night: 7-10 races weekdays / 8-12 races opening day, weekends and holidays
- C. Total number of stakes races: 22
- 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). Purse increases: California Crown (formerly Awesome Again) now \$1,000,000 (\$300,000 in 2023); California Crown Eddie D now \$750,000 (\$200,000 in 2023); California Crown John Henry Turf Championship now \$750,000 (\$200,000 in 2023). Purse decreases: Rodeo Drive now \$200,000 (\$300,000 in 2023); Zuma Beach now \$100,000 (\$200,000 in 2023); Surfer Girl now \$100,000 (\$200,000 in 2023); Twilight Derby now \$200,000 (\$250,000 in 2023 -- \$50k was from Breeders' Cup). Note: Awesome Again has been renamed California Crown and Chandelier has been renamed Oak Leaf.
  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. The Goldikova, Senator Ken Maddy, Golden State Juvenile, and Golden State Juvenile Fillies will be run at Del Mar as part of the Breeders' Cup undercards.
- 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. Weekdays: Race 1 1:00; Race 2 1:30; Race 3 2:00; Race 4 2:30; Race 5 3:00; Race 6 3:30; Race 7 4:00; Race 8 4:30; Race 9 5:00; Race 10 5:30; Race 11 6:00; Race 12 6:30. Weekends: Race 1 12:30; Race 2 1:00; Race 3 1:30; Race 4 2:00; Race 5 2:30; Race 6 3:00; Race 7 3:30; Race 8 4:00; Race 9 4:30; Race 10 5:00; Race 11 5:30; Race 12 6:00

**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).

Date	Name	Grade	Age	Sex	Distance	Surface	Purse 2024	Purse 2023	Purse 2022
9/28/2024	California Crown (BC Win & In)	1	3 & Up	Open	9F	Dirt	\$1,000,000	\$300,000	\$300,000
9/28/2024	California Crown Eddie D	2	3 & Up	Open	*6.5F	Turf (Hillside Course)	\$750,000	\$200,000	\$200,000
9/28/2024	California Crown John Henry Turf Championship	2	3 & Up	Open	10F	Turf	\$750,000	\$200,000	\$200,000
9/28/2024	City of Hope Mile (BC Win & In)	2	3 & Up	Open	8F	Turf	\$200,000	\$200,000	\$200,000
9/28/2024	Unzip Me presented by Thoroughbred Aftercare Alliance	Listed	3yo	Fillies	*6.5F	Turf (Hillside Course)	\$100,000	\$85,000	\$75,000
9/29/2024	Santa Anita Sprint Championship prsented by Estrella Jalisco (BC Dirt Dozen)	2	3 & Up	Open	6F	Dirt	\$200,000	\$200,000	\$200,000
9/29/2024	Zenyatta (BC Dirt Dozen)	2	3 & Up	Fillies & Mares	8.5F	Dirt	\$200,000	\$200,000	\$200,000
10/5/2024	American Pharoah presented by DK Horse (BC Win & In)	1	2yo	Open	8.5F	Dirt	\$300,000	\$300,000	\$300,000
10/5/2024	Oak Leaf presented by Oak Tree (BC Win & In)	2	2yo	Fillies	8.5F	Dirt	\$200,000	\$200,000	\$200,000
10/5/2024	Rodeo Drive (BC Win & In)	2	3 & Up	Fillies & Mares	10F	Turf	\$200,000	\$300,000	\$300,000
10/5/2024	Chillingworth	3	3 & Up	Fillies & Mares	6.5F	Dirt	\$100,000	\$100,000	\$100,000
10/5/2024	Speakeasy	Listed	2yo	Open	5F	Turf	\$100,000	\$100,000	\$100,000
10/6/2024	Zuma Beach	3	2yo	Open	8F	Turf	\$100,000	\$200,000	\$200,000
10/6/2024	Surfer Girl	3	2yo	Fillies	8F	Turf	\$100,000	\$200,000	\$200,000
10/6/2024	Tokyo City Cup	3	3 & Up	Open	12F	Dirt	\$100,000	\$100,000	Run in April
10/12/2024	California Distaff	CA-Bred	3 & Up	Fillies & Mares	*6.5F	Turf (Hillside Course)	\$100,000	\$100,000	\$100,000
10/13/2024	California Flag	CA-Bred	3 & Up	Open	*6.5F	Turf (Hillside Course)	\$100,000	\$100,000	\$100,000
10/14/2024	Swingtime		3 & Up	Fillies & Mares	8F	Turf	\$80,000	\$80,000	\$70,000
10/19/2024	Lure		3 & Up	Open	8F	Turf	\$80,000	\$80,000	\$70,000
10/20/2024	Anoakia		2yo	Fillies	6F	Dirt	\$85,000	\$85,000	\$75,000
10/26/2024	Twilight Derby	2	3yo	Open	9F	Turf	\$200,000	\$200,000	\$200,000
10/27/2024	Autumn Miss	3	3yo	Fillies	8F	Turf	\$100,000	\$100,000	\$100,000

**4. RACING ASSOCIATION**

- A. Association is a:  Corporation (complete subsection C)  
 LLC (complete subsection D)  
 Other (specify, and complete subsection E)
- B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

**C. CORPORATION**

1. Registered name of the corporation: Los Angeles Turf Club II, Inc.
2. State where incorporated: California
3. Registry or file number for the corporation: 3481872
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Exhibit 4.C.4
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: 1/ST Racing LLC, 100 Shares
6. Number of outstanding shares in the corporation: 100 Shares
7. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Laura Proniuk, Share Register In Toronto, Canada
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.  
1/ST Racing LLC
  - 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: Not applicable
11. State where incorporated: Not applicable
12. Registry or file number for the corporation: Not applicable
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Not applicable
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: On file with the board
15. Number of outstanding shares in the corporation: Not applicable
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: Not applicable

**D. LLC**

1. Registered name of the LLC: Not applicable
2. State where articles of organization are filed:

Exhibit 4.C.4

Craig Fravel – President (Officer), 0 Shares

Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares

Rebecca Neimark – Chief Financial Officer (Officer), 0 Shares

Eric Sindler – Secretary (Officer), 0 Shares

Scott Daruty – Senior Vice President (Director and Officer), 0 Shares

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.
  - a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes  No   
If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes  No
12. If yes, on what exchange and how the stock is listed:

#### E. OTHER

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

#### F. FINANCIAL INFORMATION \*

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

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

**G. MANAGEMENT AND STAFF**

- 1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Exhibit 4.G.1.
- 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): Eric Sindler, General Counsel, California Racing Operations / Los Angeles Turf Club II, Inc. / 285 W. Huntington Drive, Arcadia, CA 91007 / eric.sindler@stronachgroup.com

**5. TAKE OUT PERCENTAGE**

- A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes  No

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage. Wager(s) to be adjusted: Early Pick 5, Daily Double, P(3) N(3), Coast-to-Coast, Late DD, Late Pick 3, Special Late Pick 5 (September 28, 2024)

Proposed percentage: 14%, 20%, 22%, 15%, 15%, 15%, 15 %

- 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
2023	\$195,089,602	107,418 Excludes BC 2023
2022	\$227,777,630	112,371
2021	\$197,624,670	90,375
2020	\$194,746,408	COVID-19: Ontrack closed
2019	\$189,568,324	110,039

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

- A. Purse distribution:

- 1. All races other than stakes:  
Current meet estimate: 5,580,495

Exhibit 4.G.1

Aidan Butler – President of 1/ST  
Craig Fravel – President and Executive Vice-Chairman, 1/ST Racing and Gaming  
Nate Newby – Senior Vice President & General Manager  
Scott Daruty – Senior Vice-President  
Rebecca Neimark – Chief Financial Officer  
Eric Sindler – Secretary and General Counsel, California Racing Operations

Jason Spetnagel – Vice President of Operations  
Amy Zimmerman – Senior Vice President & Executive Producer

Andrew Arthur – Senior Director of Marketing  
Mitzuh Carrillo – Health & Safety Manager  
Jason Egan – Director of Racing & Racing Secretary  
Eric Gaffney – Executive Director of Sales & Hospitality  
Ed Martinez - Director of Facilities & Grounds  
Jesse Martinez – Turf Superintendent  
Dennis Moore – Track Surfaces Consultant  
Robert Moore – Track Superintendent  
Don Sanborn – Director of Pari-Mutuels  
Stephen Scallon - Director of Security  
Jeannine Scott – Senior Human Resources Generalist  
Pete Siberell – Director of Community Service and Special Projects  
Pamela Walden – Director of VIP and Owner Sales  
Jay Cohen – Hornblower  
Frank Mirahmadi – Public Address Commentator/Announcer



July 12, 2024

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

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club II, Inc. ("LATC"), after consultation with the Thoroughbred Owners of California ("TOC"), is hereby requesting takeout, as set forth below, to be offered during LATC's 2024 Fall Meet from September 25, 2024, through October 29, 2024.

- Rolling Doubles wagers subject to a 20% takeout.
- Players Pick-5 on the first five (5) races of the day subject to a 14% takeout.
- Pick (3) Position (3) subject to a 22% takeout.
- Coast-to-Coast Pick 5 subject to a 15% takeout.
- Late Daily Double subject to a 15% takeout.
- Late Pick 3 subject to a 15% takeout.
- On September 28, 2024:
  - Special Pick 6 (Special Two-Day All-Stakes Pick 6) subject to a 15% takeout.
  - Special Pick 5 (All-Stakes Pick 5) subject to a 15% takeout.
  - Special Pick 4 (All-Turf Stakes Pick 4) subject to a 15% takeout.
  - Special Pick 4 (Special Two-Day All-Stakes Pick 4) subject to a 15% takeout.
  - Special Pick 3 (All-California Crown Pick 3) subject to a 15% takeout.
  - Special Doubles subject to a 15% takeout.

Sincerely,

Nate Newby  
Senior Vice President & General Manager



July 22, 2024

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

RE: Santa Anita 2024 Fall Race Meet – Wager Approvals

Dear Executive Director Chaney,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following pools on each racing day of its race meet beginning September 25, 2024 through October 29, 2024.

- **Rolling Doubles wagers subject to a 20% takeout**
- **Players Pick-5 on the first five (5) races of the day subject to a 14% takeout**
- **Pick 3, Position 3 – subject to a takeout rate of 22%**
- **Coast-to-Coast Pick 5 subject to a 15% takeout.**
- **Late Daily Double subject to a 15% takeout.**
- **Late Pick 3 subject to a 15% takeout.**
- **On September 28, 2024:**
  - **Special Pick 6 (Special Two-Day All-Stakes Pick 6) subject to a 15% takeout.**
  - **Special Pick 5 (All-Stakes Pick 5) subject to a 15% takeout.**
  - **Special Pick 4 (All-Turf Stakes Pick 4) subject to a 15% takeout.**
  - **Special Pick 4 (Special Two-Day All-Stakes Pick 4) subject to a 15% takeout.**
  - **Special Pick 3 (All-California Crown Pick 3) subject to a 15% takeout.**
  - **Special Doubles subject to a 15% takeout.**

The TOC agrees to all wagers listed above.

Please contact me directly if you have any questions.

Regards,

DocuSigned by:

*William A. Nader*

20CF9094162E418  
William A. Nader,  
President and CEO

cc: Eric Sindler, Sherrie Thayer

Prior meet actual: 6,589,360

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

Current meet estimate: 348,781

Prior meet actual: 387,609

2. Overnight stakes:

Current meet estimate: 245,000

Prior meet actual: 328,200

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

Current meet estimate: 15,313

Prior meet actual: 19,306

3. Non-overnight stakes:

Current meet estimate: 2,400,000

Prior meet actual: 2,861,600

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

Current meet estimate: 150,000

Prior meet actual: 168,329

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

Current meet estimate: 8,225,495

Prior meet actual: 9,779,160

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: 8.33%

Prior meet actual: 7.0%

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

Current meet estimate: .52%

Prior meet actual: .41%

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

Current meet estimate: 768,947

Prior meet actual: 817,006

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

Recognized Horsemen's Organization

Current meet estimate:

Prior meet actual:

TOC (NTRA) Click or tap here to enter text.

text.

Click or tap here to enter

TOC Click or tap here to enter text.

text.

Click or tap here to enter

EXHIBIT 7.D

Recognized Horsemen's Organization

Current meet estimate:

TOC (NTRA)	\$ 8,800
TOC	65,649
CTT Pension	65,649
CTT Admin.	<u>35,214</u>
Total	\$ 175,312

Prior meet actual:

	\$ 8,800
	74,830
	74,830
	<u>37,415</u>
Total	\$ 195,875

## CTT Pension

Total: See Exhibit 7.D Total: See Exhibit 7.D

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

Current meet estimate: 9,169,754  
Prior meet actual: 10,792,041

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

Current meet estimate: 573,110  
Prior meet actual: 634,826

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

Current meet estimate: 2,237,451  
Prior meet actual: 2,353,753

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

Current meet estimate: 139,841  
Prior meet actual: 138,456

G. Purse funds to be generated from interstate handle:

Current meet estimate: 5,012,760  
Prior meet actual: 5,273,325

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

Current meet estimate: 313,298  
Prior meet actual: 310,196

H. Bank and account number for the Paymaster of Purses' purse account: Wells Fargo, Las Vegas Branch, paid through Paymaster of Purses, Account # On file

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth Co., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 /craigmiller@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 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: 1950
- B. Minimum number of stalls believed necessary for the meeting: 1853
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1345
- 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; SLR Training Center - 495
- 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): 1950
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. \$15.53 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. Los Alamitos - \$180 RT; SLR Training Center - \$360 RT

## 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: There Is a rotation of private veterinarian's onsite during training hours and during racing hours.
  - 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**

## Exhibit 9.1

Each practice has veterinarians available during training and racing; most of these have veterinarians available after training and on call for emergencies – the schedule by practice varies and would be difficult to specify.

Drs. Bohannon, Deluhery, Pattio, Perroni, Griffin, Austgen and Benson split duties but are always present for training when either the training or main tracks are open (typically 4:45 a.m. to 10:00 a.m. daily). The schedule varies monthly based upon availability and preference of each of the veterinarians. Drs. Bohannon, Deluhery, Perroni, Austgen, and Benson cover racing – usually one in the chase truck and one in the winner's circle.

Drs. Gonzalez, Perroni, Grant, and Benson work at SLR. One or more of them are available at SLR every training day throughout training hours (these change based upon ambient light but range from 6:00 a.m. to 6:30 a.m. until between 10:30 and 11:00 a.m.). Additionally, two private practices cover training hours at SLR.

It is our practice to provide the monthly schedule for each location to the CHRB's Equine Medical Director a week prior to the beginning of the month. There is no specific set schedule for the training veterinarians for the entirety of the meet.

## Veterinarian's Available for Emergency Services at Santa Anita

<b>Veterinarian</b>	<b>Phone</b>	<b>Practice</b>
Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Solo
Baker, Vince	714-269-1301	Baker
Bergstrom, Tom	951-522-0722	Baker
Birch, Sarah	614-783-1237	Dowd
Blue, Melinda	626-233-9922	Blue
Bohannon, Laurie	916-202-7052	LATC
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	Solo
Byrd, Wade	310-245-7000	Trackside
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Grande, Tim	626-476-8743	LATC/CHRB
Macfoos, Jesse	618-927-0908	Blue/Von Bleucher
Siem, Amy	626-249-5905	Siem
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

Veterinarian's Available for Emergency Services at SLR  
(Workout and Training)

<b>Veterinarian</b>	<b>Phone</b>	<b>Practice</b>
Gonzalez, Denise	619-987-4979	LATC
Grant, Barry	760-585-6158	LATC
Manno, Mike	619-871-4541	Private
Pirrone, Mike	575-312-9684	LATC
Porobouvitch, Lindsey	602-290-0623	Trackside

Veterinarian's Available for Emergency Services at Los Alamitos  
(Workout and Training)

<b>Veterinarian</b>	<b>Phone</b>	<b>Practice</b>
Bradley, Sam	714-952-1134	Equine Medical Center

Cervantes, Carlos	714-952-0031	Los Alamitos Equine Hospital
Chaparro, Cecelia	714-527-2341	Equine Sports Medicine
Hardgrove, Nicola	310-617-6727	Dr. Hardgrove
Overly, Larry (Ricky)	714-527-2341	Equine Sports Medicine
Schmidt, Stephanie	714-527-2341	Equine Sports Medicine
Troncatty, Ashley	714-527-2341	Equine Sports Medicine
Yacoub, Anita	714-527-2341	Equine Sports Medicine

Example Race: \$1 E; \$1 Double CHRB #1959; ARCI #VE

Race #1 See attached wagering menu which includes bet minimums, rules, and additional wagering information.

Race #2

Race #3

Race #4

Race #5

Race #6

Race #7

Race #8

Race #9

Race #10

Race #11

Race #12

Race #13

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. Coast-to-Coast, Pick 3, Position 3 (Three by Three), Special Pick 5 (All-Stakes P5), Special Pick 4 (All-Turf Stakes P4), Special Pick 3 (All-California Crown P3), Special Doubles, Special Two-Day All-Stakes Pick 6, Special Two-Day All-Stakes Pick 4.
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout on closing day, October 27, 2024. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.
- D. List any options requested with regard to exotic wagering. See attached wagering menu
- 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. Each race day from 8:30am to 10:00am
- 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: Keith Johnson / AmTote International / Extend to October 29, 2025
- G. List below the takeout percentage for each type of wager identified in 10.A.

**TAKEOUT PERCENTAGE**  
(Example) PNP5-14%

Race #1 See attached wagering menu

Race #2

Race #3

Race #4



# SANTA ANITA PARK

June 26, 2024

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

Re: Three by Three

Dear Mr. Chaney,

This letter is in regard to Los Angeles Turf Club II Inc.'s ("LATC") "Application for License to Conduct a Horse Racing Meeting" for the time period of September 25, 2024, through October 29, 2024 (the "Race Meet Application").

As specified in the Race Meet Application, LATC 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), LATC 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.

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

Sincerely,



Eric Sindler

Santa Anita Park Wagering Menu and Information - California Crown Day

	1	2	3	4	5	6	7	8	9	10	11	12
W/P/S	X	X	X	X	X	X	X	X	X	X	X	X
Parlay	X	X	X	X	X	X	X	X	X	X	X	
Exacta	X	X	X	X	X	X	X	X	X	X	X	X
Trifecta	X	X	X	X	X	X	X	X	X	X	X	X
Superfecta	X	X	X	X	X	X	X	X	X	X	X	X
Pentafecta										*	*	*
DD	X	X	X	X	X	X	X	X	X	*	*	
Late DD									*	*	*	
Pick 3	X	X	X	X	X	X	X	*	*	*	*	
Late P3								*	*	*	*	
E PNP 4		X										
L PNP 4							*	*	*			
Mid PNP 4				*	*	*						
E PNP 5	X											
L PNP 5						*	*	*				
PNP 6					*	*	*					
P(3)P(3)	*	*	*	*	*	*	*	*	*	*	*	
Special Pick 3 (All-Turf)	*	*	*	*	*	*	*	*	*	*	*	
Special Weekend P5	*	*	*	*	*	*	*	*	*	*	*	
Special Pick 5 (All-Stakes)	*	*	*	*	*	*	*	*	*	*	*	
Special Pick 4 (All-Turf Stakes)	*	*	*	*	*	*	*	*	*	*	*	
Special Pick 3 (All-California Crown)												
Special Doubles	*	*	*	*	*	*	*	*	*	*	*	*
Special Pick 6 (Two-Day)	*	*	*	*	*	*	*	*	*	*	*	*
Special Pick 4 (Two-Day All-Stakes)	*	*	*	*	*	*	*	*	*	*	*	*

\*When applicable

Rules, Takeout, Bet Minimum and Additional Information on Next Page.

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win/Place/Show	CHRB 1954	15.43%	\$2 Win, Place, and Show on all eligible races.
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$1 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Late Daily Double	CHRB 1957	15.00%	\$5 Daily Double on the last two races of the day.
Pick 3	CHRB 1977	23.68%	\$1 Pick 3.
Late Pick 3	CHRB 1977	15.00%	\$3 Pick 3 on the last three races of the day.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	card; race 6 if 13 race card, race 7 if 14 race card; 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%	\$2 Pick 6 on the last six races each day. 70% to the major pool and 30% to the minor pool.
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 distributions. 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%. <sup>1</sup>
Special Pick 3 (All-Turf P3)	CHRB 1977	15.00%	\$3 Pick 3 connecting a total of 3 turf races.
Coast to Coast Pick 5 (Special Weekend P5)	CHRB 1976.9	15.00%	\$1 Pick 5 connecting a total of 5 races between Santa Anita Park and Gulfstream Park; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next Coast to Coast Pick 5; Alternate runner provision. Wager only offered on Saturdays and Sundays during the meet.
Special Pick 5 (All-Stakes P5)	CHRB 1976.9	15.00%	\$1 Pick 5 on 5 designated stakes races.
Special Pick 4 (All-Turf Stakes P4)	CHRB 1976.9	15.00%	\$2 Pick 4 on 4 designated stakes turf races.
Special Pick 3 (All-California Crown P3)	CHRB 1977	15.00%	\$3 Pick 3 on the California Crown, California Crown John Henry Turf Championship and California Crown Eddie D. <sup>2</sup>
Special Doubles	CHRB 1957	15.00%	\$5 Double: (a) California Crown John Henry Turf Championship and California Crown Eddie D; (b) California Crown Eddie D and Santa Anita Sprint Championship on Sunday, September 29, 2024; and (c) California Crown and Zenyatta Stakes on Sunday, September 29, 2024
Special Two-Day All-Stakes Pick 6	CHRB 1976.9	15.00%	\$1 Pick 6 Connecting the Unzip Me, City of Hope Mile, California Crown John Henry Turf, California Crown Eddie D, California Crown, Santa Anita Sprint Championship, and Zenyatta
Special Two-Day All-Stakes Pick 4	CHRB 1976.9	15.00%	\$2 Pick 4 connecting the California Crown John Henry Turf, California Crown, Santa Anita Sprint Championship, and Zenyatta.

Wager	Rule	Takeout	Minimum Wager Amount and other Information
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<sup>1</sup> Please see letter date June 26, 2024 for additional information and requests.

<sup>2</sup> If these are the last three races of the day, only the late Pick 3 will be offered.

Santa Anita Park Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Late DD	Pick 3	Late P3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta	Special Pick 3	Special Weekend P5	P(3)P(3)
1	X	X	X	X	X	X		X					X				*	*	*
2	X	X	X	X	X	X		X		X					*		*	*	*
3	X	X	X	X	X	X		X						*	*		*	*	*
4	X	X	X	X	X	X		X			*	*		*	*		*	*	*
5	X	X	X	X	X	X		*	*		*	*		*	*		*	*	*
6	X	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	*	*	*	*		*	*		*	*	*	*	*	*
13	X	*	X	X	X	*	*	*	*		*	*		*	*	*	*	*	*
14	X		X	X	X											*			

\*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win/Place/Show	CHRB 1954	15.43%	\$2 Win, Place, and Show on all eligible races.
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$1 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Late Daily Double	CHRB 1957	15.00%	\$5 Daily Double on the last two races of the day.
Pick 3	CHRB 1977	23.68%	\$1 Pick 3.
Late Pick 3	CHRB 1977	15.00%	\$3 Pick 3 on the last three races of the day.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on: race 4 if a 10 race card, race 5 if 11 race card, race 6 if 12 race card; race 6 if 13 race card, race 7 if 14 race card; 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%	\$2 Pick 6 on the last six races each day. 70% to the major pool and 30% to the minor pool.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on the last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover.
Special Pick 3 (All-Turf P3)	CHRB 1977	23.68%	\$3 Pick 3 connecting a total of 3 turf races.
Coast to Coast Pick 5 (Special Weekend P5)	CHRB 1976.9	15.00%	\$1 Pick 5 connecting a total of 5 races between Santa Anita Park and Gulfstream Park; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next Coast to Coast Pick 5; Alternate runner provision. Wager only offered on Saturdays and Sundays during the meet.
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 distributions. 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%. <sup>1</sup>

<sup>1</sup> Please see letter date June 26, 2024 for additional information and requests.

Race #5  
 Race #6  
 Race #7  
 Race #8  
 Race #9  
 Race #10  
 Race #11  
 Race #12  
 Race #13

## 11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting. Xpressbet, Twinspires, TVG, NYRABets, Bet America, Watch & Wager, AmWest
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts been approved by the respective horsemen's groups?  
 Yes  No   
 If yes, attach a copy of the approval. If no, explain the status of the approval.

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

## 12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off-Track Wagering, Inc.
- 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 12.C/F
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Exhibit 12.D/E
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Exhibit 12.D/E
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Exhibit 12.C/F
- 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



June 26, 2024

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

RE: Santa Anita (LATC) 2024 Fall Race Meet ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Angeles Turf Club (LATC) 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 LATC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LATC shall be permitted to transmit race signal to California-licensed ADW providers TVG and wagering platform FanDuel Racing (collectively TVG), XpressBet and wagering platform 1/ST BET (collectively Xpressbet), TwinSpires and wagering platform DK Horse (collectively TwinSpires), NYRAbets and wagering platform Caesars Racebook (collectively NYRAbets), BetAmerica, Watch and Wager and AmWest to accept wagers on LATC and other Thoroughbred races during the **2024 Fall race meeting, September 25, 2024 through October 29, 2024**, as follows:

**1. California wagering on LATC races:**

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of ■■■% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of ■■■% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and AmWest may deduct a Hub Fee of ■■■% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of ■■■% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**2. California wagering on out-of-state Thoroughbred races:**

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager, AmWest and Game Play and may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, Watch and Wager and AmWest may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**3. Out-of-state wagering on LATC races:**

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than █% of gross out-of-state handle wagered by out-of-state account holders, plus a █% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager and AmWest shall pay a Host Fee of no less than █% of takeout (which includes a █% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider.

TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpire, NYRA, BetAmerica, Watch and Wager and AmWest.

The approvals granted in this letter are only applicable to websites and white labels that exist as of today's date. 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.

Sincerely,



William A. Nader  
President & CEO

cc: Tom Varela, Scott Chaney

## SOUTHERN CALIFORNIA

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

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

Hollywood Park  
3883 W. Century  
Inglewood, CA 90303

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

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

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

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

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

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

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

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

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

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

## Exhibit 12.C/F (1/2)

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

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

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

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

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

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

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

Gas Lamp Tavern (mini-satellite)  
868 Fifth Avenue  
San Diego, CA 92101

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

**NORTHERN CALIFORNIA    Exhibit 12.C/F (1/2)**

Big Fresno Fair  
1121 Chance Ave.  
Fresno, CA 93702

Monterey County Fair  
2004 Fairgrounds Rd.  
Monterey, CA 93940

Alameda County Fair  
4501 Pleasanton Ave.  
Pleasanton, CA 94566

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

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

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

Sonoma County Fair  
~~1350 Bennett Valley Rd.~~  
~~Santa Rosa, CA 95402~~

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

Solano County Fair  
900 Fairgrounds Dr.  
Vallejo, CA 94589

McBears  
10458 San Pablo Ave  
El Cerrito, CA 94530

**Santa Anita**

**Exhibit 12.D/E**

**Commingled Locations**

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarlet Pearl Casino (MS)
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scioto Downs
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Seabrook Greyhound
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA	Southland Greyhound
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	State Fair (Lincoln, NE)
Bangor Raceway	Favorites at Gloucester (NJ)	Mobile Greyhound	Suaposta (Brazil) ADW
Barbados Turf Club	Finger Lakes	Monmouth Park (NJ)	Suffolk District OTB
Batavia	Finger Lakes ADW	Monticello	Suffolk Downs
Belterra Park	Fonner Park	Mountaineer Park	Sunland Park
Bet365 ADW	Freehold (NJ)	Nassau Regional OTB	SunRay Park & Casino
BetAmerica	Gillespie County Fair	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Beau Rivage Casino (MS)	Global Wagering Group	Newport Jai Alai	Taunton ADW
Birmingham Greyhound	Global Wagering Solutions	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Palace Casino (MS)	The Downs at Albuquerque
Buffalo Raceway	Racebets, Sportech Netherlands,	Northfield Park	Thistledown
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Cedar Downs OTB	Tioga Downs
Capital District OTB	Bet365, Ladbrokes Coral, UK Tote	Northville Downs	Tri-State GH (Mardi Gras)
Catskills OTB	4 Racing/Gold Coast (South Africa)	NYRA	Turf del Norte - Tribeca (D. R.)
Charles Town Race Course	Gold Strike Casino (MS)	NYRA ADW	Turf Paradise
Churchill Downs	Grants Pass (& Oregon OTB's)	Oaklawn Park	Turfway Park
Colonial Downs	Greenetrack	Oaklawn Park ADW	TVG
Columbus Raceway	Greyhound at Post Falls	Ocean Downs	TVG High Volume
Connecticut OTB	Gulfstream Park	Panama	Twin River Greyhound
Bradley Teletheater, Bristol	Harrah's Philadelphia (Chester)	PariBet ADW	TwinSpires
New Britain, Norwalk, Milford	Harrington Raceway	PARX	TwinSpires High Volume
East Haven, Hartford, Putnam	HarringtonBets ADW (DE regional)	PARX ADW	US Off Track ADW
Shoreline Star, Sports Haven	Hawthorne Race Course	Penn National	Velocity Wagering Ltd.
Torrington, Waterbury	Hawthorne ADW	Penn National ADW	Vernon Downs
Manchester, New London	Hoosier Park	Peru	WatchandWager ADW
Willimantic, Sanford OTB	Horseman's Park	Plainridge Race Course	Western OTB
John Martin's Manor Restaurant	Hill)	Plainridge ADW	Wheeling Downs
Connecticut OTB ADW	Idabet	Player Management Group	Will Rogers Downs
Coushatta Casino	Indiana Downs	PlayUp Limited ADW	Wyoming (307 Racing)
Paragon Casino	Clarksville/Evansville OTB	Pocono Downs ADW	Wyoming OTB
Ho-Chunk Casino	Intermountain Racing	Pocono Downs/OTB	Wyoming Downs
Mohegan Sun Casino	Jockey Club Brasilia	Prairie Meadows	XpressBet
Oneida Bingo and Casino	Keeneland	Premier Gateway International	Yonkers Raceway
Pony Bar Simulcast Center	Keeneland Select ADW	Presque Isle	Yonkers ADW (EmpireCityBets)
Tote Investment Racing	Kentucky Downs	Racing & Gaming Services	Youbet Group 1
Randall James Racetrack	Kentucky OTB	Remington Park	Zia Park
Millenium Racing	Lewiston OTB's	Remington OTB Network	123Gaming
Royal Beach Casino	Lien Games	Retama Park	
Divi Carina Bay Casino	Chips Lounge/Rumors OTB	Ruidoso Downs	<b>Separate Pool Locations</b>
Winner's Circle	Howard Johnsons OTB	Running Aces Harness Park	Betting Exchange
Corpus Christi Greyhound	Skydancer Casino OTB	Sam Houston	Camarero (Puerto Rico)
Dayton Raceway	X the Spot (Virgin Islands)	Valley Greyhound Park	Caymanas (Jamaica)
Delaware Park	Offtrackbetting ADW	Saratoga Harness Raceway	Chile
Delta Downs	Lone Star	Saratoga Bets (NY)	Codere (Mexico)
Dover Downs	Louisiana Downs	Saratoga Harness ADW (National)	MIR Books (Caliente)
DraftKings	LVDC		NDS Books (Nevada)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino		Racing & Wagering Western Australia
Wild Rose OTB's	Buffalo Thunder Casino		Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino		Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		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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## 2024 Santa Anita Autumn Import Tracks

### Track

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

### Track

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

be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

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

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See Attached		

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

**QUARTER HORSE SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	Full Card

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

**HARNESS SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

**OTHER BREED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
--------------------	----------------	------------	--------------------------------

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

**NOTICE TO APPLICANT:** All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United

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

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

**13. CHARITY RACING DAYS**

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Board of Directors, Los Angeles Turf Club II, Inc., 285 W. Huntington Drive, Arcadia, CA 91007
- B. Names and addresses of the trustees or directors of the distributing agent: Eric Sindler, Los Angeles Turf Club II, Inc., 285 W. Huntington Drive, Arcadia, CA 91007
- 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)	Dr. Jay Deluhery
Clerk of Scales	Kevin Colosi
Clerk of the Course	Linda Ramirez
Film Specialist	Randy Valdez
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Calvillo Jr
Patrol Judges	Karen Denovel, Randy Valdez
Placing Judges	Bob Moreno, Karen Denovel, Danielle Kasparoff
Starter	Jay Slender
Timer	Dane Nelson
- B. Management officials in the racing department:
 

Director of Racing	Jason Egan
Racing Secretary	Jason Egan
Assistant Racing Secretary	Zachary Soto

Paymaster of Purses	Dan Landers, Sandy Linares
Others (identify by name and title)	James Kasparoff, Stakes Coordinator and Steve Martinelli, Racing Coordinator

- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Ms. Barbara Weinstein, 9582 Hamilton Ave., Suite 265, Huntington Beach, CA 92626, 714-964-7102
- 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 December 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. Jim Porep, Jr., Pegasus Communications, Inc. Contract through December 1, 2025.
- 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: Electronic timing systems on both dirt and turf courses; maintained and operated by Santa Anita personnel. Systems backed by hand timing.

## 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. Stephen Scallon, Director of Security
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: See Exhibit 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.
  - 2. Detention Stalls:
    - a. Attach a plan for use of graded stakes or overnight races. Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races
    - b. Number of security guards in the detention stall area during a 24-hour period: Four (4) Security Guards
    - c. Describe number and location of surveillance cameras in detention stall area. Total of Sixty-Three (63) Cameras (Barns #: 117, 118, 119, 120 and 121)
  - 3. TCO2 Testing:
    - a. Number of races to be tested, and number of horses entered in each race to be tested: Will follow CHRB staff directives
    - b. Plan for enhanced surveillance for trainers with high-test results: Contractual obligations with TOC and CHRB directives will be followed
    - c. Plan for detention stalls for repeat offenders: In compliance with our Race Meet

	SAP Cameras - 2023			Exhibit 14.E
	Position/Location	CAMERA	CCU	LENS
1	PAN - TIGHT	Sony HXC-100	Y	Fujinon 50x
2	PAN - WIDE	Sony HXC-100	Y	Fujinon 50x
3	7/8 Tower - DIRT	Sony HXC-100	Y	Canon 55x
4	7/8 Tower - TURF	Sony HXC-100	Y	Canon 55x
5	3/8 Tower - DIRT	Sony HXC-100	Y	Canon 55x
6	Hill - Head-on start	Sony HXC-100	Y	Canon 22x
7	3/8 Tower - TURF	Sony HXC-100	Y	Canon 55x
8	1/4 Tower	Sony HXC-100	Y	Canon 55x (servo)
9	Turf Hill Tower	Sony HXC-100	Y	Canon 20x
10	Tote Board (Reverse Finish)	Sony HXC-100	Y	Canon 20x
11	Tunnel Exit	Sony HXC-100	Y	Canon 20x
12	Walking Ring Tower	Sony HXC-100	Y	Canon 20x
13	Paddock - Interview	Sony HXC-100	Y	Canon 20x
14	Jib - Winner's Circle	Sony HXC-100	Y	Wide-angle Canon
15	Ground Level / Winner's Circle	Sony HXC-100	Y	Canon 20x
16	Paddock Set	Sony HXC-100	Y	Canon 20x
17	Paddock Overlook (Mez)	Sony	Y	Zeiss 20x
18	Saddling Barn Robo East	Sony	Y	Zeiss 20x
19	Saddling Barn Robo West	Sony	Y	Zeiss 20x
20	Saddling Barn Cable West	Canon	N	20x
21	Saddling Barn Cable East	Canon	N	20x
22	5/16 Camera	Pelco	N	
23	Saddling Barn Box East	Marshall	N	
24	Saddling Barn Box West	Marshall	N	
25	Workout Camera	Marshall	N	
26	RF Overhead Gate (Dirt)	Marshall	N	
27	RF Overhead Gate (Turf)	Marshall	N	
28-37	Gate: Stall Cameras	Marshall	N	

<b>38</b>	<b>RF GATE / SERVER 1</b>	Panasonic	N	Canon 18x
<b>39</b>	<b>Paddock - Tree Cam</b>	Sony	Y	Zeiss 20x
<b>40</b>	<b>Clockers Corner</b>	Sony	Y	Zeiss 20x
<b>41</b>	<b>Paddock - Speaker Pole</b>	Sony	Y	Zeiss 20x
<b>42</b>	<b>Tunnel - POV</b>	Marshall	N	
<b>43</b>	<b>Shutter</b>	FOR-A	Y	Canon 20x
<b>44</b>	<b>Turf Chute - Tower</b>	Ursa	Y	Fujinon 20x - 4K
<b>45</b>	<b>Turf Chute Head-on start - PTZ</b>	Canon	Y	Zeiss 20x
<b>46</b>	<b>TVU ROVER / SERVER 2</b>	iPhone	N	
<b>47</b>	<b>HERO / SERVER 2</b>	iPhone	N	

**SANTA ANITA PARK  
SECURITY LIVE RACING**

**Director of Security**  
Stephen Scallon

**Assistant Director of Security**

**Office Manager**  
Corina Carter

**FRONTSIDE SECURITY**  
626-574-6406

**Area Managers**

- Robert D. Torrance
- Vaughn Whalen
- Keith Shishido
- William Macri
- Sean Carmon
- Eric Campos
- Todd Bostrom
- Sam Ling
- Juan Contreras
- Robert Frutos
- Ann Barrera
- Jose A. Ramirez

**Security Supervisors**

- Sgt Ben Denovel
- Sgt Ollis Hartley
- Sgt Mark Mattick

**Uniform Security Officers**

- Daniel Aragon
- Christian Ayala
- Sergio Lozano
- Nelson Cuellar
- Robert Lopez
- Louis Rodriguez
- Kenneth Shiba
- Peter Scimeca
- Mark Garrett
- Johnny Chavez
- Lynn Rheault
- Justin Esquivel
- Frank Gamez
- Jose Alvarez
- Ruben Arias
- Abel Iniguez
- Alex Lauber
- Mauricio Rivera

**STABLE SECURITY**  
626-574-6469

**Stable Security Supervisors**

- Sgt Brandon Islas
- Sgt. Paul Nalbandian
- Sgt. Mike Valadez

**Stable Credentials**

- Yolidaved Garcia

**Uniform Security Officers**

- William Griffin
- Byron Carter
- Carlos Rojo
- Fernando Valenzuela

**Stable Gateman**

- Frank Garcia
- Mari Comsa
- Al Castaneda
- Raymundo Franco
- Shondra Hudson
- Cesar Hernandez
- Clyde Higgins
- Ignacio Ramirez
- Joann Lopez
- Brian Garcia
- Alissa Mayer
- Jeffrey Syverud
- Eduardo Barsallo
- Luis Holguin
- Darlyn Jerez
- Jose Banuelos

**Video Surveillance**

- Cory Martinez
- Robert J. Torrance

Exhibit 15.B

1 Director of Security

1 Assistant Director

1 Office Manager

3 Investigators / 9 Part-time Investigators

3 Security Sergeants

12 Security Guards / 8 Part-time Guards

3 Stable Sergeants

1 Stable Credentials Secretary

4 Stable Guards

16 Gateman

2 Video Surveillance

Exhibit 15.B.1

Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races.

Agreement with TOC and at the directives of the CHRB

- d. Number of security personnel assigned to the TCO2 program: As needed per the advice of CHRB staff
  
- C. Describe the electronic security system. The electronic security system consists of video cameras with the ability to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.
  - 1. Location and number of video surveillance cameras for the detention stall and stable gate: Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approximately 1,100 additional surveillance cameras to the backside and "gap"
  
- D. For night racing associations: Describe emergency lighting system. Not applicable

## 16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Symons Ambulance, Jeff Grange, 18592 Cajon Blvd., San Bernardino, CA 92407, 909-880-2979
  - 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: Los Alamitos: Huntington Ambulance, LLC, Stacey O'Brian, PO Box 145, Sunset Beach, CA 90742, 562-904-1550 / SLR: Richard F. Roesch, Mercy Medical Transportation Inc., Escondido, CA 92027, 760-525-2688
  - 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. Exhibit 16.C
  
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: See Exhibit 16.D  
**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): [Click or tap here to enter text.](#)
  
- 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: USC Arcadia Hospital, 300 W. Huntington Drive, Arcadia, CA 91007, 626-445-4441
  
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in

We will have three ambulances with trailers. Two are trucks with trailers, one a tractor with a trailer. We have two people for the main ambulances, and one for the back up ambulance. both the ambulances are hydraulic and have the boots and braces inside



June 17, 2024

To: Santa Anita Race Track

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

Respectfully,

Jeff T. Grange, MD  
Medical Director

# Huntington Ambulance, LLC

CHRB  
1010 Hurley Way #300  
Sacramento, CA 95825

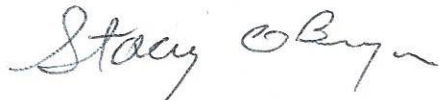
June 13, 2024

Dear CHRB Board,

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

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

Sincerely,

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

Stacey O'Bryan - President  
Huntington Ambulance, LLC



June 14, 2024

California Horse Racing Board  
1010 Hurley Way  
Sacramento, CA 95825

RE: Ambulance Certification Letter

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

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

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

Respectfully,

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

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

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

Exhibit 16.C

Description of Santa Anita First Aid Office (Live Racing)

SERVICES (Mission)

- Yearly Jockey Physicals;
- Preventive and curative medical services for jockeys;
- Urgent care facility for jockeys;
- Urgent care for patrons and Santa Anita employees.

STAFFING

- Contracted Track Physician
- Contracted Paramedics (on the track) and (2 in First Aid)
- Licensed Emergency Ambulance

EQUIPMENT

- Basic First Aid Supplies (i.e., bandages and wound care);
- Oxygen equipment;
- Backboard, cervical collars, and splints;
- Blood pressure monitoring.

AVAILABILITY

- When gates open until after last race

Exhibit 16.D

If quarter horse racing association see D.1.:

Dr. David Skinner  
910 E. Adams  
Orange, CA 92867

Phone: (323) 567-2425

Dr. Tri Minh Vo  
6631 Beachview Drive  
Huntington Beach, CA 92648

Phone: (734) 277-3087



## EMERGENCY MEDICAL PROCEDURES FOR ON-TRACK INJURY TO JOCKEYS

### “FIRST RESPONSE”

- In the event of an accident, LATC Trackside Human Ambulance “Unit 41 Paramedics” which is manned by LATC-contracted Paramedics and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending Paramedics shall arrive equipped with advance cardiac life support (ACLS) and full C-spine equipment.
- An “on-site evaluation” of injuries to the jockey(s) shall be made by Unit 41 Paramedics.



### “ON-SITE EVALUATION”

- Based on the Paramedics “on-site evaluation” of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to the hospital.
  - If on-site treatment is deemed sufficient, Unit 41 Paramedics shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
  - If off-site treatment is deemed necessary Unit 41 Paramedics will contact the Association Gate (channel 1) and have them call the 911 Arcadia Fire Department.



### “INJURY TREATMENT”

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical evaluation;
  - If deemed necessary the Track Physician will contact the Association Gate to call the 911 Arcadia Fire Department to transport the injured jockey(s) to the hospital.
  - Or should the Track Physician deem the rider clear to ride he may then return to the Jockeys’ Room or be taken off his mounts for the remainder of the day.
  - If more than two jockeys need to be transported to the hospital, Arcadia Fire



## PROCEDIMIENTO MEDICO de EMERGENCIAS PARA HERIDAS A JINETES EN LA PISTA

### “PRIMEROS AUXILIOS”

- En el evento de un accidente, la ambulancia humana de LATC “41Paramedicos” es manejada por las EMT’s contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder inmediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (ACLS), AED, y equipo para la espina dorsal.
- Una evaluacion de las heridas al jinete seran hechas en el sitio del accidente por la 41Paramedicos.



### “EVALUACION EN EL SITIO DEL ACCIDENTE”

- Despues del accidente, es la decision de los paramedicos si el jinete va estar transportado al hospital o al la oficina de First Aid.
  - Si el tratamiento es suficiente en el sitio del accidente, el 41 Paramedicos transportara al jinete directamente a la oficina de First Aid donde el doctor del tracke sera el doctor.
  - Si se cree que es necesario el 41 Paramedicos se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Departamento de Bomberos de la Cuidad de Arcadia 911.



### “TRATAMIENTO DE LAS HERIDAS”

- Si el jinete herido es tratado en la oficina de First Aid, el doctor del tracke sera el doctor al no ser que el doctor del tracke entregue custodia del paciente basado en su opinion medico;
  - Si se cree necesario el doctor de tracke se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Departamento de Bomberos de la Cuidad de Arcadia 911.
  - Si el doctor de tracke dise que el jinete esta libre para montar or que va faltar de sus montas.
  - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al

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): Mitzuh Carrillo, Health & Safety Manager, Emily Mayorga, Assistant to the Health & Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Liberty Mutual Insurance, Policy # WA2-B7D-170912-012
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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

## 17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each: Exhibit 17

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: \$900,000  
Promotional/Marketing budget for prior race meeting: \$900,000
- C. Number of hosts and hostesses employed for meeting: 15\* Wagering Ambassadors, Customer Service Representatives at the 1/ST REWARDS, tournament hosts, Winner's Terrace Host and Group Sales Hosts. 7\* Food & Beverage Hostesses. 17\* Mutuel SST's. \* Estimate
- D. Describe facilities set aside for new fans. Customer Service & Wagering Ambassador Tents - Mainline 1, Club 1, SILKS Stand and Paddock Room. Wagering Ambassador tents are set up



# City of Arcadia

---

## Fire Department

Chen Suen  
*Fire Chief*

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.

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



June 26, 2024

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

Re: Los Angeles Turf Club – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each meet. Los Angeles Turf Club II, Inc. (“LATC”) has previously submitted to the board the Arcadia Fire Department’s fire clearance letter dated May 22, 2024.

LATC requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Santa Anita Park perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

Nate Newby



# 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](http://www.ocfa.org)

February 26, 2024

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

Dear Mr. Sherren,

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

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

Respectfully,

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

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

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

**RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES**

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



Monday, 29 July, 2024

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 July 29 2024

## 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:

A handwritten signature in black ink, appearing to read 'Lars Beeghley', written over a horizontal line.

Fire Protection Spec. Lars Beeghley

[lbeeghley@ncfire.org](mailto:lbeeghley@ncfire.org)

760-723-2043

Property Representative:

A handwritten signature in black ink, appearing to read 'Joshua Funk', written over a horizontal line.

Joshua Funk

No.: 2024-1-ANITA

Dated: June 28, 2024

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

<b>Certificate Holder:</b> California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825 Attn.: Insurance Department	<b>Named Insured and Address:</b> Los Angeles Turf Club, Incorporated 285 West Huntington Drive Arcadia, CA 91007
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**This certificate is issued regarding:**

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Liberty Mutual Insurance Company	TB1-B71-170912-034	Jun 30, 2024 to Jun 30, 2025	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 250,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-014	Jun 30, 2024 to Jun 30, 2025	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

**Additional Information:**

The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

With respect to the Commercial General Liability policy, California Horse Racing Board is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

**Notice of cancellation:**

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

<b>Marsh Canada Limited</b> 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: (416)-8687353 Fax: - Certs.Stronach@marsh.com	Marsh Canada Limited  <div style="text-align: center;">                       By: _____                      Catherine Evans                 </div>
--	--

Exhibit 17

HANDICAPPERS

Bob's Card Incorporated  
Jeff Bohland  
5090 Montville Trail  
Medina, OH 44256

(CHRB-25A and CHRB-87 on file with CHRB.)

Duke Racing Selections  
c/o John Acquarelli  
4615 Trieste Drive  
Carlsbad, CA 92008

(CHRB-25A and CHRB-87 on file with CHRB.)

Today's Racing Digest, Inc.  
Jason Karches  
5790 Miramar Road, Suite 203  
San Diego, CA 92121

(Exempt from CHRB-25A and CHRB-87)

near attraction strategy events that attract newcomers to encourage and offer racing information. 1/ST REWARDS Center - There is one location that is open every racing day on Mainline 1. Other "pop up" 1/ST REWARDS locations are activated for specific promotions. Information Windows - Mainline #2, Club #1, Mezzanine #2, and FrontRunner have full-service mutual information windows that can perform most transactions for players. These windows also provide newcomer wagering assistance. On the weekends east tote also opens an additional information window for the Infield Customers. 1/ST BET and Xpressbet - Mainline #2 and Mezzanine is available for new sign-ups and account maintenance for advance deposit wagering customers. On live-money contest days, the customer service desk is the live-money contest location to sign up players and offer assistance.

- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
  - 1. Horsemen N/A
  - 2. Fans F&B has added new Dole Soft Serve Stand, and upgraded TVs for Frontrunner bar. We've also added two new big boards in the Paddock area.
  - 3. Facilities in the restricted areas N/A

**19. SCHEDULE OF CHARGES**

- A. List proposed charges. Note any changes from the previous year. See Exhibit 19 A

Admission (general)	
Admission (clubhouse)	Click or tap here to enter text.
Reserved seating (general)	
Reserved seating (clubhouse)	Click or tap here to enter text.
Parking (general)	General Is Included with Admission
Parking (preferred)	\$8
Parking (valet)	\$12
Programs (on-track)	\$3 on Friday/Included with Admission on weekends
(off-track)	\$3
  
- B. Describe any "Season Boxes" and "Turf Club Membership" fees. Annual Season Box 2024: Seating for Winter/Spring & Autumn Meets: Price includes CH admission - Finish Line Box: 4 Seats \$4,390; 6 Seats \$5,850; 8 Seats \$7,560 Premium Box: 4 Seats \$3,000; 6 Seats \$3,750; 8 Seats \$4,800
  
- C. Describe any "package" plans, such as combined parking, admission, and program. Santa Anita has packaged \$10 for General Parking, a Program and Admission. Admission & Parking Is free on Fridays.

**20. JOCKEYS/DRIVERS' QUARTERS**

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
 

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many 40+	
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input checked="" type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input checked="" type="checkbox"/> Certified platform scale

## Exhibit 19.A

### ADMISSION & RESERVED SEATS PRICING SCHEDULE\*

**\*PRICES WILL CHANGE FOR CALIFORNIA CROWN. PRICING TBD.**

- **\$10 Admission includes Program & General Parking**  
*Open Seating in Grandstand, Sirona's (except east end - Golden Road Pub), Paddock Room, and Seabiscuit Court.*  
*Children 17 and under free admission with paid adult.*  
*Free Admission & Parking on non-Holiday weekdays. Program is \$3.00*
- **\$5 Infield Admission Infield includes a Program & General Parking**  
*Children 17 and under free admission with paid adult.*  
*No 1/ST REWARDS Admission discount for the Infield.*
- **\$20 + TicketMaster fees per Reserved Seat includes Admission, Program, & General Parking on Saturdays, Sundays, and Holiday Mondays (online only)**  
*Special discounts apply for 1/ST REWARDS members (see below)*  
*\$20 per seat for walk-ups for seat reservations (does not include Admission).*  
*\$10 per seat on non-holiday weekdays. Does not include a Program.*  
*Children 3 and over must have a reserved seat in "Reserved Seat" areas.*
- **Premium Pricing for special areas and special race days.**  
**Special pricing for Premium Silks (Sections A, B, C, D) & Premium FrontRunner Restaurant (100's Row along the glass) seating range from \$25 - \$50.**
- **\$8 Preferred Parking // \$12 Valet Parking // General Parking is included with Admission**

### 1/ST REWARDS MEMBERS

- **\$5 Admission includes Program & General Parking**
- **50% off reserved seats via TicketMaster (fees apply) for 1/ST REWARDS members with a special promo code (includes Admission, Parking & Program).**  
*Restrictions apply.*  
*\$10 per seat for walk-up seat reservations if you are a 1/ST REWARDS Member (does not include Admission). Restrictions apply.*
- **Offer deep discounts to our databases (ie, 50% off reserved seats on non-premium days).**

*Customers can show their 1/ST REWARDS membership card to get a discount.*

- B. Describe the quarters to be used for female jockeys/drivers. Same amenities as above, but in separate quarters. Shared food and beverage area

## 21. 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: 445
- C. Number of restrooms available on the backstretch of the racetrack: 39 Restrooms (116 toilets, 99 lavatories, 45 urinals, 64 showers)
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 to 47

## 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: 5280 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition. Santa Anita has a Dirt Track. The composition is made up of approximately 86% Sand and 14% Silt and Clay
- C. The percent of cross slope in the straightaways is: 3%  
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. Inside rail of the main track has metal goosenecks with a 6 Inch aluminum rail and covering. Main track outside rail is a 4 Inch round rail on a metal gooseneck. Turf course has metal gooseneck with a 4 Inch round rail with safety netting at zero. Duralock portable rail used at other settings. The outside turf rail is a 2 Inch metal rail.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Dennis Moore, Consultant, Robert Moore, Track Superintendent
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.


**23. DECLARATIONS**

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen’s agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)
- E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

**NOTICE TO APPLICANT:** Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days’ notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

**24. CERTIFICATION BY APPLICANT**

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

**X**   
 \_\_\_\_\_  
 Signature

Nate Newby	General Manager	8/1/2024
_____	_____	_____
Print Name	Print Title	Date

### 3<sup>rd</sup> Party Lasix Administration Agreement

This 3<sup>rd</sup> Party Lasix Administration Agreement (this "Agreement") is entered into as of October 26, 2017 (the "Effective Date") by and between the Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (collectively "LATC"), 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 LATC'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, LATC, TOC, and CTT to hereby agree as follows:

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.
2. Cost to Horsemen. The owner shall pay to LATC (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 LATC. 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 LATC. LATC 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. LATC shall initially hire one (1) furosemide veterinarian and three (3) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

veterinarian. If LATC 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, LATC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

a. By way of this Agreement, each individual Thoroughbred owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify LATC and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys, and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft, and any and all other actions or inactions related to the evidence bag and/or syringe after LATC has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. TOC and CTT Covenants.

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred trainer to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and

may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. LATC, 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 LATC, TOC, and CTT. Except for LATC, TOC, and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

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

Los Angeles Turf Club, Incorporated

By: Scott Daruty  
Name: SCOTT DARUTY  
Title: VICE PRESIDENT

Los Angeles Turf Club II, Inc.

By: Scott Daruty  
Name: SCOTT DARUTY  
Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

California Thoroughbred Trainers, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

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

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

Name: Greg Avioli

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

Title: President & CEO

Title: \_\_\_\_\_

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

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

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

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

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

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

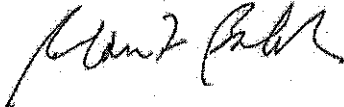
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

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

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

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

Name: Alan F. Balch

Title: \_\_\_\_\_

Title: Executive Director

Exhibit A

Santa Anita Park Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

## Exhibit A

### **Santa Anita Park Furosemide Protocol**

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.
2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.
3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.
4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.
5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.
6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.
7. The trainer of any horse to be entered in a race in a race at Santa Anita Park 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 Santa Anita Park or have arrived at Santa Anita Park 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 LATC 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 Santa Anita Park or have not arrived at Santa Anita Park 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 Santa Anita Park 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 LATC 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 Santa Anita Park 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 Santa Anita Park, if the horse is not stabled at Santa Anita Park, LATC security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

## Exhibit B

### **Medication Administration Protocol**

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
  - a. All furosemide eligible horses are assigned to a veterinarian or technician.
  - b. Only one furosemide veterinarian or technician is assigned to each horse.
  - c. Furosemide ineligible horses are not assigned for furosemide treatment.
  - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
  - a. The furosemide veterinarian, or technician, shall:
    - i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

\*\*If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement

\*\*In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

**Agenda Item #4**

STAFF ANALYSIS  
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO  
CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS RACING ASSOCIATION  
(LARA) AT LOS ALAMITOS RACE COURSE, FROM SEPTEMBER 11, 2024, THROUGH  
SEPTEMBER 24, 2024

Board Meeting  
August 15, 2024

**Application:** Los Alamitos Racing Association at Los Alamitos Race Course

**Breeds:** Thoroughbred

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

SEPTEMBER 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	<b>13</b>	<b>14</b>
<b>15</b>	16	17	18	19	<b>20</b>	<b>21</b>
<b>22</b>	23	24	25	26	27	28
29	30					

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Santa Anita fire clearance valid through 12/10/24; San Luis Rey Downs valid through 07/28/25.	<a href="#">Rule 1420(q)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/24.	<a href="#">BPC 19607.1</a>
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 02/25/25; 45-day exemption to Rule 1927 received 06/13/24.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 11/07/23.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Track safety inspection completed on 07/11/24.	<a href="#">Rule 1471(g)</a>

Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Acord Insurance. Valid 01/01/24 through 01/01/25.	<a href="#">Rule 1501</a>
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – received 07/22/24.  <b>California Thoroughbred Trainers Association</b> – received 07/22/24.	<a href="#">Rule 2044</a>
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<b>Inclement Weather Policy</b> – received 06/13/24.  <b>Concussion Protocol Policy</b> – received 06/13/24.  <b>Track Emergency Procedures</b> – received 07/22/24.	<a href="#">Rule 1432</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19604 &amp; 19604(b)(1)(C)</a>
Administrative Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Active Licenses Deposit Received Required Signatures	<a href="#">Rule 1481</a> <a href="#">BPC 19490</a> <a href="#">Rules 1433 &amp; Rule 1437</a>

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



4961 Katella Avenue, Los Alamitos, CA 90720

714-820-2800 • [www.losalamitos.com](http://www.losalamitos.com)

July 19, 2024

Commissioners

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Commissioners,

In regards to the outstanding item related to the LARA race meet application:

- The Fire Clearance for the auxiliary site San Luis Rey Downs is due to be renewed in August. It will be forwarded to the CHRB when it becomes available.

Sincerely,

Cathy Allred

Secretary

Los Alamitos Racing Association



May 29, 2024

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

Attn: Scott Chaney  
Executive Director

Commissioners:

Los Alamitos Racing Association (“the Association”) is aware of the “Concussion Management and Return to Ride Guidelines” that appears on the CHRB website. The Association hereby agrees to abide by and adopt such protocol throughout its upcoming 2024 Meet, September 11, 2024, through September 24, 2024.

Respectfully submitted

Los Alamitos Racing Association

By   
Cathy Allred, Director/Secretary



May 29, 2024

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

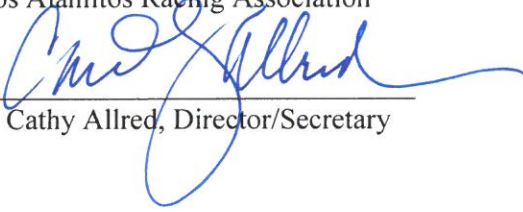
Attn: Scott Chaney  
Executive Director

Re: CHRB Inclement Weather Policy

Commissioners:

During the 2024 Los Alamitos Racing Association Meet from September 11, 2024, through September 24, 2024, the Los Alamitos Racing Association hereby agrees to adopt and abide by the CHRB Inclement Weather Policy posted on the CHRB website.

Respectfully submitted  
By Los Alamitos Racing Association

By   
Cathy Allred, Director/Secretary



May 29, 2024

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

Attn: Scott Chaney  
Executive Director

Commissioners:

During its 2024 Race Meets, Los Alamitos Racing Association hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the CHRB Website.

Respectfully submitted  
Los Alamitos Racing Association

By

  
Cathy Allred, Director/Secretary

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: Cathy Allred, c/o Los Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, CA 90720 Telephone (714) 820-2800, Fax (714) 820-2743
- B. Breed of horse: Thoroughbred  Quarter Horse  Harness
- C. Racetrack name: Los Alamitos Race Course
- 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.
- 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: September 11th through September 24th, 2024
- B. Actual dates racing will be held: 9/13, 9/14, 9/15, 9/20, 9/21, 9/22
- C. Total number of days or nights of racing: Six
- D. Days or nights of the week races will be held: Friday, Saturday, Sunday  
Wednesday – Sunday  Tuesday – Saturday  Other (specify)
- E. Number of days or nights of racing per week: Three days per week

### CHRB CERTIFICATION

Application received: 6/13/24  
Deposit received: On file  
Reviewed: NLG

Hearing date: 8/15/24  
Approved date:  
License number:

### 3. RACING PROGRAM

- A. Total number of races: 48
- B. Number of races for each day or night: 8 races on Fridays, 8 on Saturdays and 8 on Sundays, if equine inventory is sufficient, will add races on weekends
- C. Total number of stakes races: Four
- 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). This year's stakes schedule includes the Dark Mirage Stakes with a 2024 purse of \$125,000. The 2023 Dark Mirage had a purse of \$75,000 with an added supplement of \$50,000. The Capote Stakes was scheduled in 2023 but did not fill.
  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. n/a.
- E. Will provisions be made for owners and trainers to use their own registered colors?  
 Yes  No   
 If no, which racing colors are to be used?
- F. List all post times for the daily racing program. 1st race-1:00 pm, 2nd race-1:30 pm, 3rd race-2:00 pm, 4th race-2:30 pm, 5th race-3:00 pm, 6th race-3:30 pm, 7th race-4:00 pm, 8th race-4:30 pm

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. 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 Ownership.

# LOS ALAMITOS RACE COURSE

## STAKES SCHEDULE

---

*Closing Thursday, September 5, 2024*

---

Saturday, September 14, 2024

\$75,000 Guaranteed



### **E.B. JOHNSTON STAKES (Cal Bred)**

For Three Year Olds and Upward

*One Mile*

---

*Closing Thursday, September 5, 2024*

---

Sunday, September 15, 2024

\$75,000

### **LOS ALAMITOS SPECIAL**

For Three Year Olds and Upward

*One Mile And One Sixteenth*

---

*Closing Thursday, September 12, 2024*

---

Saturday, September 21, 2024

\$125,000

### **DARK MIRAGE STAKES**

For Fillies And Mares Three Year Olds and Upward

*One Mile*

---

*Closing Thursday, September 12, 2024*

---

Sunday, September 22, 2024

\$75,000

### **CAPOTE STAKES**

For Two Year Olds

*Six And One Half Furlongs*

---

LARA PURSES	
CONDITION	PURSES
MDN CLM 20,000	\$ 18,000.00
MDN CLM 30,000	\$ 20,000.00
MDN CLM 40,000	\$ 23,500.00
MDN CLM 50,000	\$ 26,000.00
MDN CLM 75,000	\$ 30,000.00
MDN ALW	\$ 41,000.00
CLM 6,250	\$ 12,000.00
CLM 6,250 CLAUSE	\$ 11,000.00
CLM 8,000	\$ 13,000.00
CLM 8,000 CLAUSE	\$ 12,000.00
CLM 10,000	\$ 17,000.00
CLM 10,000 CLAUSE	\$ 16,000.00
CLM 12,500	\$ 20,000.00
CLM 12,500 CLAUSE	\$ 19,000.00
CLM 16,000	\$ 21,000.00
CLM 16,000 CLAUSE	\$ 20,000.00
CLM 20,000	\$ 25,000.00
CLM 20,000 CLAUSE	\$ 24,000.00
CLM 25,000	\$ 26,000.00
*CLM 25,000 CLAUSE	\$ 25,000.00
CLM 32,000	\$ 29,000.00
*CLM 32,000 CLAUSE	\$ 28,000.00
CLM 40,000	\$ 31,000.00
CLM 50,000	\$ 33,000.00
STR ALW 6,250	\$ 14,000.00
STR ALW 8,000	\$ 15,000.00
STR ALW 12,500	\$ 18,000.00
STR ALW 16,000	\$ 19,000.00
STR ALW 20,000	\$ 20,000.00
STR ALW 30,000	\$ 26,000.00
STR ALW 40,000	\$ 29,000.00
STR ALW 50,000	\$ 30,000.00
ALW OPT-CLM X1	\$ 44,000.00
ALW OPT-CLM X2	\$ 46,000.00
OVERNIGHT HANDICAP	\$ 75,000.00
STAKES	\$ 100,000.00

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

# LOS ALAMITOS RACE COURSE

## STAKES SCHEDULE

---

*Closing Thursday, September 7, 2023*

---

Saturday, September 16, 2023 \$75,000 Guaranteed



### **E.B. JOHNSTON STAKES (Cal Bred)**

For Three Year Olds and Upward

*One Mile*

---

*Closing Thursday, September 7, 2023*

---

Sunday, September 17, 2023 \$75,000 Guaranteed

### **DARK MIRAGE STAKES**

For Fillies And Mares Three Year Olds and Upward

*One Mile*

---

*Closing Thursday, September 14, 2023*

---

Saturday, September 23, 2023 \$75,000 Guaranteed

### **LOS ALAMITOS SPECIAL**

For Three Year Olds and Upward

*One Mile And One Sixteenth*

---

*Closing Thursday, September 14, 2023*

---

Sunday, September 24, 2023 \$75,000 Guaranteed

### **CAPOTE STAKES**

For Two Year Olds

*Six And One Half Furlongs*

---

Revised	
CONDITION	New Purses
MDN CLM 20,000	\$ 20,000.00
MDN CLM 30,000	\$ 23,000.00
MDN CLM 40,000	\$ 26,000.00
MDN CLM 50,000	\$ 29,000.00
MDN CLM 75,000	\$ 32,000.00
MDN ALW	\$ 45,000.00
CLM 6,250	\$ 15,000.00
CLM 6,250 CLAUSE	\$ 14,000.00
CLM 8,000	\$ 16,000.00
CLM 8,000 CLAUSE	\$ 15,000.00
CLM 10,000	\$ 21,000.00
CLM 10,000 CLAUSE	\$ 20,000.00
CLM 12,500	\$ 24,000.00
CLM 12,500 CLAUSE	\$ 23,000.00
CLM 16,000	\$ 26,000.00
CLM 16,000 CLAUSE	\$ 25,000.00
CLM 20,000	\$ 29,000.00
CLM 20,000 CLAUSE	\$ 28,000.00
CLM 25,000	\$ 30,000.00
*CLM 25,000 CLAUSE	\$ 29,000.00
CLM 32,000	\$ 33,000.00
*CLM 32,000 CLAUSE	\$ 32,000.00
CLM 40,000	\$ 35,000.00
CLM 50,000	\$ 36,000.00
STR ALW 6,250	\$ 16,000.00
STR ALW 8,000	\$ 17,000.00
STR ALW 12,500	\$ 21,000.00
STR ALW 16,000	\$ 22,000.00
STR ALW 20,000	\$ 22,000.00
STR ALW 25,000	\$ 28,000.00
STR ALW 30,000	\$ 29,000.00
STR ALW 40,000	\$ 32,000.00
STR ALW 50,000	\$ 33,000.00
ALW OPT-CLM 20,000	\$ 47,000.00
ALW OPT-CLM 40,000	\$ 47,000.00
ALW	\$ 47,000.00
OVERNIGHT HANDICAP	\$ 75,000.00
STAKES	\$ 100,000.00

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

# LOS ALAMITOS RACE COURSE

## STAKES SCHEDULE

---

*Closing Wednesday, September 7, 2022*

---

Sunday, September 18, 2022 \$75,000 Guaranteed

### **DARK MIRAGE STAKES**

For Fillies And Mares Three Year Olds and Upward

*One Mile*

---

*Closing Wednesday, September 7, 2022*

---

Saturday, September 17, 2022 \$75,000 Guaranteed



### **E.B. JOHNSTON STAKES (Cal Bred)**

For Three Year Olds and Upward

*One Mile*

---

*Closing Wednesday, September 14, 2022*

---

Sunday, September 25, 2022 \$75,000 Guaranteed

### **CAPOTE STAKES**

For Two Year Olds

*Six And One Half Furlongs*

---

*Closing Wednesday, September 14, 2022*

---

Saturday, September 24, 2022 \$75,000 Guaranteed

### **LOS ALAMITOS SPECIAL**

For Three Year Olds and Upward

*One Mile And One Sixteenth*

---

# LOS ALAMITOS RACE COURSE

## STAKES SCHEDULE

---

*Closing Saturday, September 4, 2021*

---

Saturday, September 11, 2021 \$75,000 Guaranteed

### **BEVERLY J. LEWIS**

For Fillies Three Year Olds

*Six Furlongs*

---

*Closing Saturday, September 4, 2021*

---

Sunday, September 12, 2021 \$75,000 Guaranteed



### **E.B. JOHNSTON STAKES (Cal Bred)**

For Three Year Olds and Upward

*One Mile*

---

*Closing Saturday, September 11, 2021*

---

Saturday, September 18, 2021 \$75,000 Guaranteed

### **CAPOTE STAKES**

For Colts And Geldings Two Year Olds

*Six And One Half Furlongs*

---

*Closing Saturday, September 11, 2021*

---

Sunday, September 19, 2021 \$100,000 Guaranteed

### **LOS ALAMITOS SPECIAL**

For Three Year Olds and Upward

*One Mile And One Sixteenth*

---

*Closing Wednesday, September 15, 2021*

---

Sunday, September 19, 2021 \$75,000 Guaranteed

### **DARK MIRAGE STAKES**

For Fillies And Mares Three Year Olds and Upward

*One Mile*

---

*Closing Friday, September 17, 2021*

---

Friday, September 24, 2021 \$75,000 Guaranteed

### **LUCKY SPELL STAKES**

For Fillies Three Year Olds

*Six Furlongs*

---

*Closing Saturday, September 18, 2021*

---

Saturday, September 25, 2021 \$75,000 Guaranteed

### **PHONE CHATTER STAKES**

For Fillies Two Year Olds

*Six And One Half Furlongs*

---

**LOS ALAMITOS RACE COURSE**  
**STAKES SCHEDULE**

---

*Closing Wednesday, September 22, 2021*

---

Sunday, September 26, 2021

\$75,000 Guaranteed



**ROYAL OWL STAKES (Cal Bred)**

For Two Year Olds

*Five And One Half Furlongs*

---

### C. CORPORATION

1. Registered name of the corporation: Los Alamitos Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C1650097
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Dr. Edward Allred-President & Director, 100%; Richard English-CFO; Tom Seibly-Director; Don Valpredo-Director; Frank Sherren-Director; Cathy Allred-Director & Secretary; Jack Liebau-Director; Richard Shapiro-Director
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: 2,000
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: n/a
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. n/a
  - 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.
  - 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:
 

Edward Allred-President & CEO; Richard English-CFO; Orlando Guterrez-Director of Publicity & Marketing; Frank Sherren-Plant Superintendent; Rick Hughes-Track Superintendent; Dennis Moore-Track Consultant; John Ferrero-Director of Mutuels; Michael Wrona-Track Announcer; Cathy Allred-Director of Security; Robert Hurd-Director of Operations
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): Cathy Allred, Director, 4961 Katella Avenue, Los Alamitos, CA 90720; cathymonji@gmail.com

**5. TAKE OUT PERCENTAGE**

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes  No

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

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

Proposed percentage: Pick 5-14%, Daily Double-20 %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the 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
2023-6 cards in September	37,903,058	27,340
2022-7 cards in September	44,231,783	30,113
2021-7 cards in June/July	56,909,823	32,086
2020-7 cards in June/July	57,935,552	7,368
2019-9 cards in June/July	67,587,735	71,130

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: 1,275,641

Prior meet actual: 1,429,169

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

Current meet estimate: 212,607

Prior meet actual: 238,195

2. Overnight stakes:

Current meet estimate: 0



May 29, 2024

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

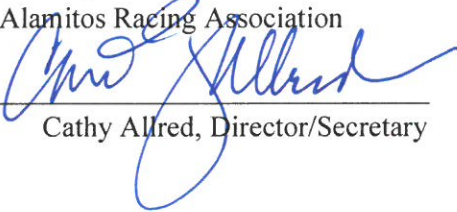
Attn: Scott Chaney  
Executive Director

Commissioners:

Pursuant to California Business and Professions Code Section 19601.1, Los Alamitos Racing Association, after consultation with the Thoroughbred Owners of California, is hereby requesting takeout, as set forth below, to be offered during the Los Alamitos Racing Association 2024 Meet, September 11, 2024, through September 24, 2024.

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

Respectfully submitted  
Los Alamitos Racing Association

By   
Cathy Allred, Director/Secretary



July 17, 2024

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

RE: 2024 Los Alamitos Racing Association – Wagering Approvals

Dear Scott,

Los Alamitos Racing Association has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meets during the September 2024 and December 2024 meets.

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

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,  
DocuSigned by:

*William A. Nader*

20GE9094162E418  
William A. Nader  
President & CEO

Cc: Cathy Allred, Los Alamitos

Prior meet actual: 0

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

Current meet estimate: 0

Prior meet actual: 0

- 3. Non-overnight stakes:
  - Current meet estimate: 213,000
  - Prior meet actual: 211,100

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

Current meet estimate: 35,500

Prior meet actual: 35,183

- 4. Total Purses: (7A1 + 7A2 + 7A3)
  - Current meet estimate: 1,488,641
  - Prior meet actual: 1,640,269

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: 32.86%

Prior meet actual: 32.52%

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

Current meet estimate: 5.48%

Prior meet actual: 5.42%

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

Current meet estimate: 156,721

Prior meet actual: 170,349

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:	
NTRA			1,864
TOC	12,298		13,526
CTT	18,446		20,290
Total:	30,744	Total:	35,680

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

Current meet estimate: 1,676,106

Prior meet actual: 1,846,298

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

Current meet estimate: 279,351

Prior meet actual: 307,716

- 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: 1,058,214

Prior meet actual: 1,148,792

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

Current meet estimate: 176,369

Prior meet actual: 191,465

- G. Purse funds to be generated from interstate handle:

Current meet estimate: 286,308

Prior meet actual: 330,864

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

Current meet estimate: 47,718

Prior meet actual: 55,144

- H. Bank and account number for the Paymaster of Purses' purse account: BMO Bank N.A., 4400 MacArthur Blvd., Newport Beach, CA 92660. Account number 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; [craigbmiller@verizon.net](mailto: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 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: 850
- B. Minimum number of stalls believed necessary for the meeting: 2,500
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 2,300

- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Santa Anita-1,900; San Luis Rey Downs-400
- 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): n/a
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. \$15.08 per day per stall.
- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Santa Anita roundtrip-\$167.50; San Luis Rey Downs-\$300 roundtrip

**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: There is a rotation of private veterinarians on site at Los Alamitos and at all auxiliary training sites during all training hours. The track veterinarian is Dr. Rebecca Fitzgerald (562) 266-7692. In the morning, the track veterinarian prechecks fifty percent of the horses entered on a particular day. Thereafter, she observes horses when they are in the paddock, views them during the post parade, accompanies them in the starting gate and follows them during the race. Dr. Grande inspects the other fifty percent of the horses entered on a particular day. During the afternoon, Dr. Grande serves as the CHRB veterinarian and he is employed by the CHRB.
  - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

**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).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	See attached listing	See attached listing

## Veterinarians Available for Emergency Services

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

### San Luis Rey Downs (off-track training)

Gonzalez, Denise	619-987-4979	LATC
Grant, Barry	760-585-6158	LATC
Manno, Mike	619-871-4541	LATC
Pirrone, Mike	575-312-9684	LATC
Porubovich, Lindsey	602-290-0623	

### Santa Anita (off-track training)

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

# Los Alamitos Racing Association September 2024 Attachment

## 10. PARI-MUTUEL WAGERING PROGRAM

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

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

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

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

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

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

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

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

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

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

### TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, PNP5 - 14%, SF - 23.68%
Race #2	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, PK4 - 23.68% SF - 23.68%
Race #3	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, PNP6 - 23.68%, SF - 23.68%
Race #4	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, PNP6 - 23.68%, SF - 23.68%
Race #5	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, PK4 - 23.68%, SF - 23.68%
Race #6	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, PK4 - 23.68%, SF - 23.68%
Race #7	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, SF - 23.68%
Race #8	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, SF - 23.68%
Race #9	E - 22.68%, TRI - 23.68%, DD - 20%, PK3 - 23.68%, SF - 23.68%, Super H5 - 23.68%

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

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. None
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: No maximum carryover. Pool will be distributed on closing day, September 22, 2024.
- D. List any options requested with regard to exotic wagering.
- 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. Early bird wagering will be offered from 8:30 to 10:30 am on each racing day.
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: AmTote, Keith Johnson. Contract expires 8/2025.
- G. List below the takeout percentage for each type of wager identified in 10.A.

**TAKEOUT PERCENTAGE**  
(Example) PNP5-14%

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

## 11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting. TVG, XpressBet, NYRA Bets, Twin Spires.
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts been approved by the respective horsemen's groups?  
Yes  No   
If yes, attach a copy of the approval. If no, explain the status of the approval.

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

## 12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: SCOTWINC.  
Agreement is on file with CHRB and includes evergreen provisions.
- 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:  
Attached
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:  
Attached
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED



July 17, 2024

Ms. Cathy Allred  
Los Alamitos Racing Association  
4961 Katella  
Los Alamitos, CA 90720

RE: Los Alamitos Racing Association 2024 Race Meet ADW Approvals

Dear Cathy,

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

Pursuant to Section 30, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LARC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LARC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpines, NYRA, BetAmerica, AmWest, Watch and Wager, and Game Play Network to accept wagers on LARC and other Thoroughbred races during the 2024 LARC race meetings, September 11 through September 24, 2024 and December 4 through December 17, 2024, as follows:

**1. California wagering on LARC races:**

- a. TVG, XpressBet, TwinSpines, 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. AmWest, 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, TwinSpines, NYRA, BetAmerica, AmWest, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**2. California wagering on out-of-state Thoroughbred races:**

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network 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, AmWest, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**3. Out-of-state wagering on LARC races:**

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 8.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, AmWest and Game Play Network shall pay a Host Fee of no less than 60% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpires, NYRA, BetAmerica, Game Play Network, AmWest and Watch and Wager.

Sincerely,

DocuSigned by:



20CE9094162E418...

William A. Nader  
President & CEO

cc: Rick English

## **SOUTHERN CALIFORNIA**

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

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

Hollywood Park  
3883 W. Century  
Inglewood, CA 90303

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

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

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

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

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

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

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

Sports Pavilion San Bernardino Co. Fair  
14800 7<sup>th</sup> St.  
Victorville, CA 92392

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

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

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

Sammy's (mini satellite)  
23221 Lake Center Dr.  
Lake Forest, CA 92630

Santa Clarita Lanes (mini satellite)  
21615 Soledad Canyon Rd.  
Saugus, CA 91350

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

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

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

Lake Elsinore Hotel & Casino (mini satellite)  
20930 Malaga Rd.  
Lake Elsinore, CA 92530

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

Gas Lamp Tavern (mini satellite)  
868 5<sup>th</sup> Ave.  
San Diego, CA 92101

## **NORTHERN CALIFORNIA**

Big Fresno Fair  
1121 Chance Ave.  
Fresno, CA 93702

Monterey County Fair  
2004 Fairgrounds Rd.  
Monterey, CA 93940

Golden Gate Fields  
1101 Eastshore Hwy.  
Berkeley, CA 94710

Alameda County Fair  
4501 Pleasanton Ave.  
Pleasanton, CA 94566

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

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

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

San Joaquin County Fair  
1658 S. Airport Way  
Stockton, CA 95206

Solano County Fair  
900 Fairgrounds Dr.  
Vallejo, CA 94589

## Commingled Locations

AmWest Entertainment	Finger Lakes ADW	Northfield Park	TwinSpires
Amwest Accounts	Fonner Park	Cedar Downs OTB	TwinSpires High Volume
Caribbean locations	Freehold (NJ)	Northville Downs	US Off Track ADW
Couer D'Alene Casino (ID)	Gillespie County Fair	NYRA	Velocity Wagering Ltd.
Triple Crown (SD)	Global Wagering Group	NYRA ADW	Venezuela OTB
Arapahoe-Mile High	Global Wagering Solutions	Oaklawn Park	Vernon Downs
Arima Race Club	Betsson, OneXTwo, German Tote	Oaklawn Park ADW	WatchandWager ADW
Bangor Raceway	Racebets, Sportech Netherlands,	Ocean Downs	Western OTB
Batavia	Magna Bet, Pferdewetten, Dantoto	Panama	Wheeling Downs
Belterra Park	Bet 365, Ladbrokes Coral, UK Tote	PariBet ADW	Will Rogers Downs
BetAmerica	4 Racing/Gold Coast (South Africa)	PariBet OTB (North Dakota)	Wyoming (307 Racing)
Beau Rivage Casino (MS)	Gold Strike Casino (MS)	PARX	Wyoming OTB
Birmingham Greyhound	Grants Pass (& Oregon OTB's)	PARX ADW	Wyoming Downs
Borgata Casino (NJ)	Greenetrack	Penn National	XpressBet
Buffalo Raceway	Greyhound at Post Falls	Penn National ADW	Yonkers Raceway
Canterbury Park	Gulfstream Park	Peru	Yonkers ADW (EmpireCityBets)
Capital District OTB	Harrah's Philadelphia (Chester)	Plainridge Race Course	Youbet Group 1
Catskills OTB	Harrington Raceway	Plainridge ADW	Zia Park
Charles Town Race Course	HarringtonBets ADW (DE regional)	Player Management Group	123Gaming
Churchill Downs	Hawthorne Race Course	PlayUp Limited ADW	
Colonial Downs	Hawthorne ADW	Pocono Downs ADW	<b>Separate Pool Locations</b>
Columbus Raceway	Hoosier Park	Pocono Downs OTB	Betting Exchange
Connecticut OTB	Horseman's Park	Prarie Meadows	Camarero (Puerto Rico)
Bradley Teletheater, Bristol	Idabet	Premier Gateway International	Caymans (Jamaica)
New Britain, Norwalk, Milford	Indiana Downs	Premier Turf Club	Chile
East Haven, Hartford, Putnam	Clarksville/Evansville OTB	Presque Isie	Codere (Mexico)
Shoreline Star, Sports Haven	Intermountain Racing	Remington Park	MIR Books (Caliente)
Torrington, Waterbury	Jockey Club Brasilia	Remington OTB Network	NDS Books (Nevada)
Manchester, New London	Keeneland	Retama Park	Suaposta (Brazil) ADW
Willimantic, Stanford OTB	Keeneland Select ADW	Racing & Gaming Services	Tabcorp (Australia)
John Martin's Manor Restaurant	Kentucky Downs	Ruidoso Downs	XB (GWS)
Connecticut OTB ADW	Kentucky OTB	Running Aces Harness Park	
Coushatta Casino	Lewiston OTB's	Sam Houston	
Parafon Casino	Lien Games	Valley Greyhound Park	
Ho-Chunk Casino	Chips Lounge/Rumors OTB	Saratoga Harness Raceway	
Mohegan Sun Casino	Howard Johnsons OTB	Saratoga Bets (ADW)	
Oneida Bingo and Casino	Skydancer Casino OTB	Scarlet Pearl Casino (MS)	
Pony Bar Simulcast Center	X the Spot (Virgin Islands)	Scioto Downs	
Tote Investment Racing	Offtrack Betting ADW	Seabrook Greyhound	
Randall James Racetrack	Lone Star	Seabrook Greyhound ADW	
Millenium Racing	Louisiana Downs	Southland Greyhound	
Royal Beach Casino	LVDC	State Fair (Lincoln, NE)	
Divi Carina Bay Casino	Atlantis Paradise Casino	Suaposta (Brazil) ADW	
Winner's Circle	Buffalo Thunder Resort	Suffolk District OTB	
Corpus Christi Greyhound	Foxwoods Resort Casino	Suffolk Downs	
Dayton Raceway	Mahoning Valley	Sunland Park	
Deleware Park	Maronas (Uruguay)	SunRay Park & Casino	
Delta Downs	Maryland Jockey Club	Tampa Bay Downs	
Dover Downs	Meadowlands (NJ)	Taunton ADW	
Dubuque (Iowa Greyhound)	Meadows The (ADW) - PA regional	Taunton Dog Track Inc.	
Wild Roses OTB's	Miami Valley Gaming & Racing	The Downs at Albuquerque	
Egg Harbor ITW (NJ)	Mobile Greyhound	Thistledown	
Elite Turf Club	Monmouth Park (NJ)	Tioga Downs	
Ellis Park	Montana OTB	Tri-State GH (Mardi Gras)	
Emerald Downs	Monticello	Turf del Norte (Mexico)	
Evangeline Downs	Mountaineer Park	Turf de Norte - Tribeca (D.R.)	
Fair Grounds	Nassau Regional OTB	Turf Paradise	
Fair Grounds ADW	Nevada Pari-Mutuel Assoc.	Turfway Park	
Fair Meadows	Newport Jai Alai	TVG	
Favorites at Gloucester (NJ)	New Jersey ADW (4NJBets)	TVG High Volume	
Finger Lakes	New Palace Casino (MS)	Twin River Greyhound	

## Commingled Canadian Locations

Assiniboia Downs	Kawartha Downs
Century Downs	Marquis Downs
Century Mile	Mohawk Racetrack
Charlottetown	Northside Downs
Clinton Teletheatre	Picov Downs
Dresden	Rideau Carlton
Elmira Raceway	Rocky Mountain Turf Club
Evergreen Park	Sudbury Downs
Flamboro Downs	Summerside - PEI
Fort Erie	TBC Teletheaters
Fraser Downs	Track on 2
Fredericton Raceway	Truro Raceway
Georgian Downs	Western Fair Raceway
Grand River	Woodbine
Hanover Raceway	Xpressbet Southern Alberta
Hastings Park	
Hiawatha	
Hippodrome De Quebec	

# Thoroughbred tracks conducting racing during the Fall Meet at Los Alamitos

(September 11 to 24, 2024)

Please note track listings on this page reflect available information through June 7, 2024

Ajax Downs	Hollywood Charles Town
Assiniboia thru Sept. 17	Horseshoe Indianapolis
Belmont Park	Kentucky Downs thru Sept. 11
Belterra	Legacy Downs
Canterbury	Lethridge
Century Downs starts Sept. 21	Lone Star
Century Mile thru Sept. 14	Louisiana Downs
Churchill Downs	Monmouth thru Sept. 15
Delaware Park	Mountaineer
Emerald Downs thru Sept. 15	Penn National
Fair Grounds thru Sept. 14	Parx Racing
Fanduel Sportsbook	Prairie Meadows
Finger Lakes	Presque Isle
Fort Erie	Remington Park
Fresno starts Sept. 21	Tampa Bay Downs
Grants Pass	Thistledowns
Gulfstream Park	Will Rogers
Harrahs Columbus Neb thru Sept. 15	Woodbine
Hastings	South America
Hawthorne	

Name of Host Track Attached	Race Dates	Full Card or Selected Feature and/or Stakes Races
--------------------------------	------------	---

- 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
--------------------	------------	---

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

**HARNESS SIMULCAST RACES TO BE IMPORTED**

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

- 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
--------------------	----------------	------------	--------------------------------

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

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

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant,

Section 7.)

**13. CHARITY RACING DAYS**

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720
- B. Names and addresses of the trustees or directors of the distributing agent: Board of Directors, Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720
- 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) | Dr. Rebecca ("Becky") Fitzgerald   |
| Clerk of Scales             | Charles McCaul                     |
| Clerk of the Course         | Heather Correa                     |
| Film Specialist             | Board of Stewards                  |
| Horse Identifier            | Jennifer Paige                     |
| Horseshoe Inspector         | Victor Tovar                       |
| Paddock Judge               | Jesus Cavillo                      |
| Patrol Judges               | Anthony Rose                       |
| Placing Judges              | Randy Valdez & Danielle Kasparaoff |
| Starter                     | Gary Brinson                       |
| Timer                       | Tom Bernard                        |
- B. Management officials in the racing department:
- |                                     |                  |
|-------------------------------------|------------------|
| Director of Racing                  | Jordan Casteneda |
| Racing Secretary                    | Jordan Casteneda |
| Assistant Racing Secretary          | Nate Estrada     |
| Paymaster of Purses                 | Dawn Jackson     |
| Others (identify by name and title) |                  |
- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Weinstein Court Reporter, P. O. Box 26634, Santa Ana, CA 92799. Mderig@weinsteincourtreporters.com. (949) 637-6071.
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp., USA, Bill O'Brien, contract expires 12/31/24.

- 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 Communications, Jim Porep, contract expires 4/22/2025. One camera at the end of the homestretch, one camera at the end of the backstretch, one camera coming out fo the final turn, four pan cameras covering the entire track. There is no turf course at Los Alamitos.
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communications, Jim Porep, 4/22/2025.

## 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. Cathy Allred, Chief of Security. Organizational chart and list attached.
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 23.
  - 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. Los Alamitos does not use detention stalls.
    - 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: CHRB directives will be followed
    - b. Plan for enhanced surveillance for trainers with high-test results: CHRB directives will be followed
    - c. Plan for detention stalls for repeat offenders: CHRB directives will be followed.
    - d. Number of security personnel assigned to the TCO2 program: CHRB directives will be followed.
- C. Describe the electronic security system. Los Alamitos does not have an electronic security system
  - 1. Location and number of video surveillance cameras for the detention stall and stable gate: 11 cameras in the Test Barn area and 4 cameras at the stable gate provide 24 hour surveillance.
- D. For night racing associations: Describe emergency lighting system. n/a

Organizational Chart

LOS ALAMITOS RACE COURSE  
SECURITY DEPARTMENT

---

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

Los Alamitos Racing Association

STAKES SECURITY PROGRAM

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

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

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

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

## 16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance Service, Box 145, Sunset Beach, CA 94742. Telephone (714) 820-2845. Regarding equine ambulances, during mornings when a live race meet is not being conducted there is one Kimsey ambulance in place, pulled by a John Deere Tractor. During live race meets, there is a second Kimsey ambulance in place, pulled by a Ford one ton truck. The second ambulance rotates among the Southern California race meets. Both ambulances are equipped hydraulic support squeeze and wench, as well as Kimsey splints. Both ambulances have a driver and one other person, plus a veterinarian who follow horses during live races.
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: At Santa Anita: Symons Ambulance, 18592 Cajon Blvd., San Bernardino, CA 92407. Telephone (626) 222-4236. At San Luis Rey Downs: Mercy Medical Transportation Inc., 2538 Old San Pasqual Road, Escondido, CA 92027, Telephone (760) 525-2688.
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. Contracted track physician. Oxygen equipment, blood pressure monitoring, backboard, cervical spine collar.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. Michael Morris, (714) 820-2710.  
**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: Los Alamitos Medical Center, 3571 Katella Avenue, Los Alamitos, CA 90720. (562) 598-1311. Long Beach Memorial Hospital (certified trauma center), 2801 Atlanta Avenue, Long Beach, CA 90806 (562)933-2000. UC Irvine Medical Center, 101 The City Drive, Orange, CA 92868 (714) 456-7890.
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.
- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Frank Sherren - Safety Manager, Juan Ramos, Assistant Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

# Huntington Ambulance, LLC

CHRB  
1010 Hurley Way #300  
Sacramento, CA 95825

March 15, 2024

Dear CHRB Board,

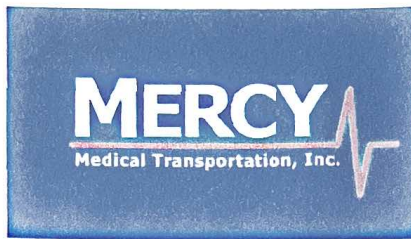
I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's ( Emergency Medical Technicians ) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway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

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

Sincerely,

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

Stacey O'Bryan - President  
Huntington Ambulance, LLC



April 4, 2024

California Horse Racing Board  
1010 Hurley Way  
Sacramento, CA 95825

RE: Ambulance Certification Letter

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

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

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

Respectfully,

A handwritten signature in blue ink, appearing to read "Richard F. Roesch".

Richard F Roesch  
President  
Mercy Medical Transportation, Inc.  
Phone: 760-525-2688  
Email: rick@mercymedtrans.com

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




April 9, 2024

To: Los Alamitos Race Track

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

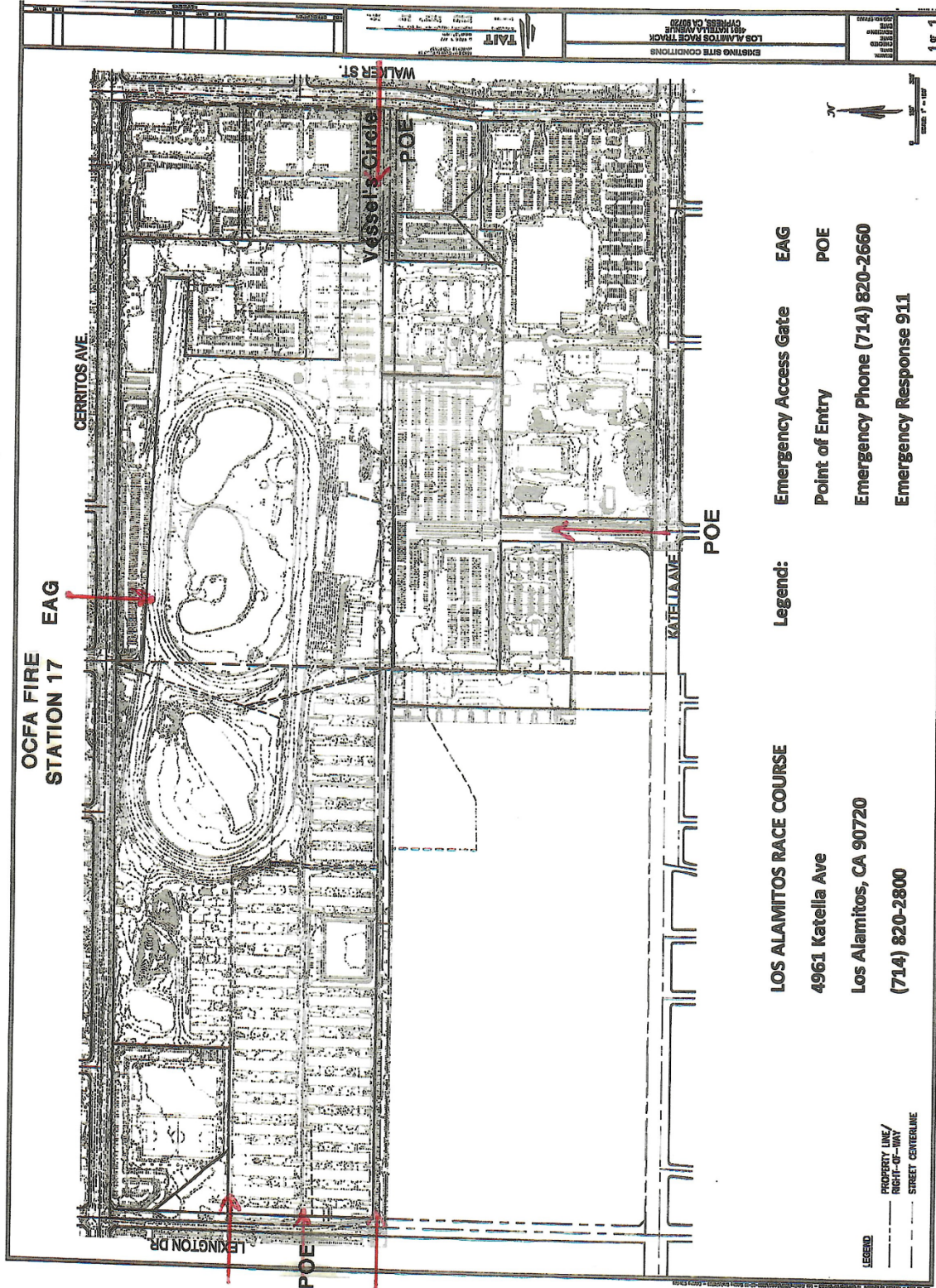
Respectfully,

Jeff T. Grange, MD  
Medical Director



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

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



**OCFA FIRE STATION 17 EAG**

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

**Legend:**

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

**LEGEND**

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

## Los Alamitos Race Course Medical Support Overview

### Morning Workouts

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

### Race Days

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

Los Alamitos Race Course  
Medical Emergency Procedures  
Medical Support Information

**Huntington Ambulance, LLC**

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

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

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

**Security Communications Desk**

Contact Information - (714)-820-2660

**Healthpoint Industrial Clinic**

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

**Los Alamitos Medical Center**

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

**University of California Irvine Medical Center**

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

**Long Beach Memorial Medical Center**

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

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

**Radio Communications**

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

**Initial Procedures Taken for Horse/ Rider Down**

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

**EMT Procedure**

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

## Los Alamitos Race Course Race Day Accident Protocol

### On Track Jockey Accident

#### Human Ambulance Crew

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

### **Outriders/ Assistant Starters**

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

### **Horse Ambulance**

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

### **Accidents Involving Multiple Jockeys/ Horses**

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

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

**EMT Coverage of Paddock Area**

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

**Horse Ambulance Coverage of Paddock Area**

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

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

**Patron Injury/ Non Live Racing Hours**

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

**Patron Injury/ Live Racing Hours**

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

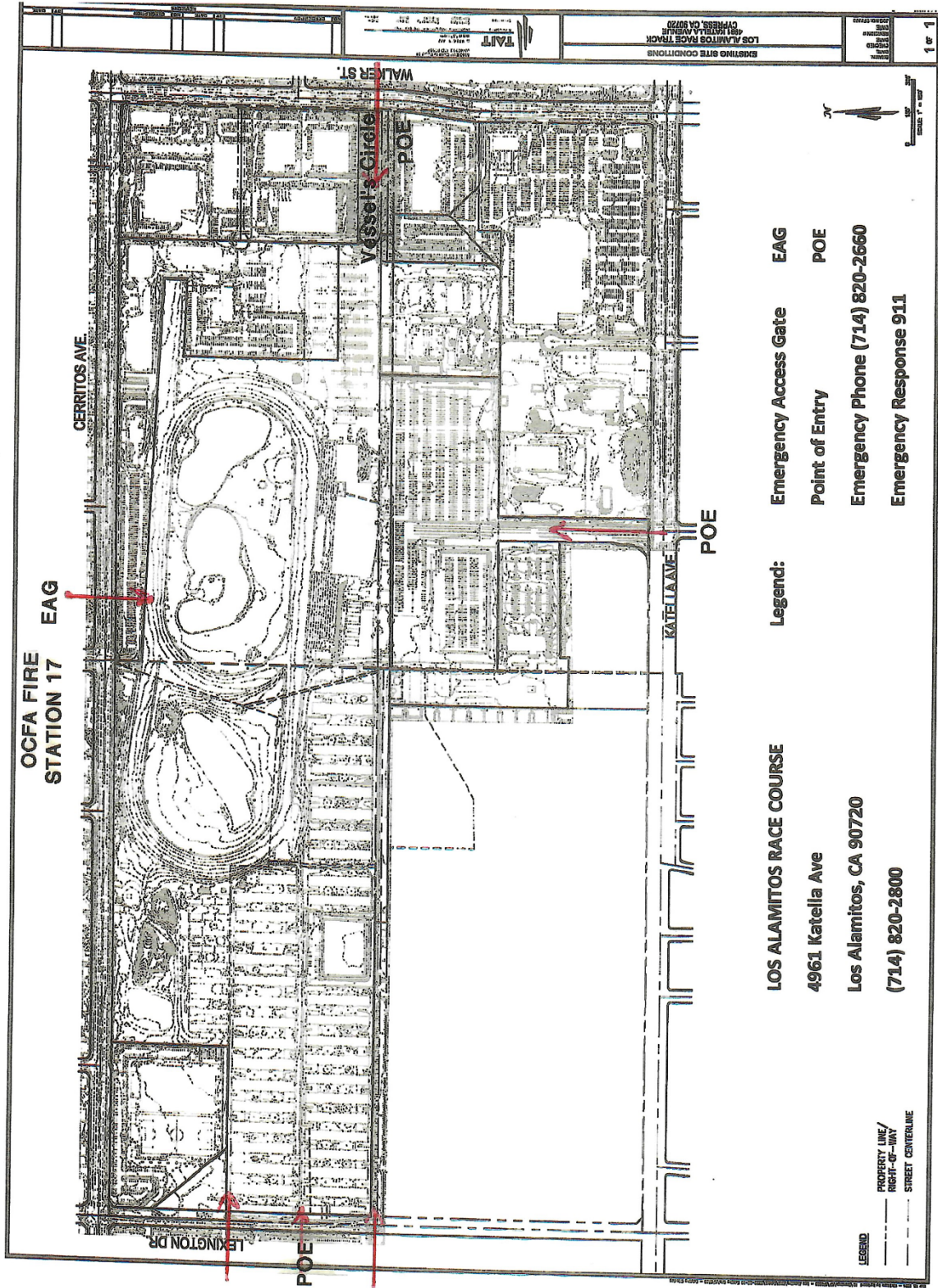
Los Alamitos Race Course  
Accident/ Injury Procedures  
Employee Injury

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



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

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



## Los Alamitos Race Course

### Descripción General de Soporte Médico

#### **Entrenamientos Matutinos**

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

#### **Día de la Carrera**

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

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

**Huntington Ambulance, LLC**

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

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

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

**Escritorio de Comunicaciones de Seguridad**

Información del contacto – (714)-820-2660

**Healthpoint Industrial Clinic**

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

**Los Alamitos Medical Center**

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

**University of California Irvine Medical Center**

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

**Long Beach Memorial Medical Center**

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

## Los Alamitos Race Course

### Entrenamiento Matutino a Caballo/Jinete en la Pista

#### **Comunicaciones por Radio**

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

#### **Procedimientos Iniciales Tomados para Caballos o Jinetes**

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

#### **EMT Procedimientos**

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

## Los Alamitos Race Course

### Protocolo de Accidentes de la Dia de la Carrera

#### **Accidente de Jinete en Pista**

##### **Equipo de Ambulancia Humana**

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

## **Outriders / Asistentes de Arranque**

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

## **Ambulancia para Caballos**

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

## **Accidentes Que Involucran a Varios Jinetes / Caballos**

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

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

**Cobertura de EMT del área de paddock**

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

**Cobertura de Ambulancia para Caballos en el área de Paddock**

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

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

**Lesión del Patrón/ No Horas de Carreras en Vivo**

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

**Lesión del Patrón/ Horas de Carreras en Vivo**

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

Los Alamitos Race Course  
Procedimientos de Emergencia Médica  
Lesión del Empleado

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



Date: June 10, 2024

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

RE: Exemption from Board Rule 1927 Compliance

Dear Mr. Chaney,

Each year Los Alamitos Race Course (LARC) receives a Fire and Life Safety Clearance Letter that establishes LARC has a reasonable degree of Fire and Life Safety. This clearance letter is submitted to the CHRB as part of our Racing License Application each year. Please find a current Orange County Fire Authority Fire and Life Safety Clearance Letter attached dated February 26, 2024.

Los Alamitos Quarter Horse Racing Association is requesting an exemption from the 45-day provision in Board Rule 1927, Fire Prevention.

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 LARC 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 start of our proposed 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,

A handwritten signature in black ink, appearing to read "Frank Sherren", is written over a light blue circular stamp.

Frank Sherren  
Facility Manager  
Los Alamitos Race Course



# City of Arcadia

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## Fire Department

Chen Suen  
*Fire Chief*

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.

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



# 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](http://www.ocfa.org)

February 26, 2024

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

Dear Mr. Sherren,

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

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

Respectfully,

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

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

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



Monday, 29 July, 2024

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 July 29 2024

## NOTICE OF INSPECTION - COMPLETED

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

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

Inspector:



Fire Protection Spec. Lars Beeghley

lbeeghley@ncfire.org

760-723-2043

Property Representative:



Joshua Funk



Number: 4524-001

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

**CERTIFICATE OF CONSENT TO SELF-INSURE**

THIS IS TO CERTIFY, That

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

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

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

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

EFFECTIVE:

THE 1st DAY OF JULY 2005

Mark T. Johnson  
MARK T. JOHNSON, MANAGER



DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

John M. Rea  
JOHN M. REA, DIRECTOR

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



**POST TIME**  
SELF INSURANCE GROUP

## **Steps Required in Reporting a Workers Compensation Accident**

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



FINILIN-03

PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588 CONTACT NAME: Sara Przemielewski PHONE (A/C, No, Ext): (925) 660-3531 FAX (A/C, No): E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com INSURER(S) AFFORDING COVERAGE INSURER A : Safety National Casualty Corp NAIC # 15105 INSURED Finish Line Self Insurance Group, Inc 4961 Katella Avenue Los Alamitos, CA 90720

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Los Alamitos Race Course Start Date: 01/01/24 Coverage Extended as of start date above to employees assigned to listed trainer for Horse Racing and Training Codes: 8631, 8278.

CERTIFICATE HOLDER CANCELLATION California Horse Racing Board 1010 Hurley Way, Suite 300 Sacramento, CA 95825 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 [Signature]

**19. SCHEDULE OF CHARGES**

- A. List proposed charges. Note any changes from the previous year.
- |                              |                              |
|------------------------------|------------------------------|
| Admission (general)          | \$3, \$2 Seniors             |
| Admission (clubhouse)        | \$10 Vessels, \$10 Burgart's |
| Reserved seating (general)   | Free                         |
| Reserved seating (clubhouse) | Free                         |
| Parking (general)            | Free                         |
| Parking (preferred)          | \$5 premium                  |
| Parking (valet)              | Not offered                  |
| Programs (on-track)          | \$2.50                       |
| (off-track)                  | \$2.50                       |
- B. Describe any "Season Boxes" and "Turf Club Membership" fees. None
- C. Describe any "package" plans, such as combined parking, admission, and program. None

**20. JOCKEYS/DRIVERS' QUARTERS**

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many 60  |  |
| <input checked="" type="checkbox"/> Showers                        | <input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets | <input checked="" type="checkbox"/> Lounge area              |
| <input checked="" type="checkbox"/> Masseur                        | <input checked="" type="checkbox"/> Food/beverage service                | <input checked="" type="checkbox"/> Certified platform scale |
- B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with showers, lockers and sauna.

**21. BACKSTRETCH EMPLOYEE HOUSING**

- A. Inspection of backstretch housing was completed by (name) will be completed prior to the race meet on (date) .
- B. Number of rooms used for housing on the backstretch of the racetrack: 228 out of 344
- C. Number of restrooms available on the backstretch of the racetrack: 13
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 18/1

**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: 5,100 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition. 81% sand, 16% silt and clay, 3% organic
- C. The percent of cross slope in the straightaways is: 3%  
The percent of cross slope in the center of the turns is: 6%

- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. The inner rail is a slant rail with an aluminum face and a three foot galvanized safety panel. The outside rail is a gooseneck design with a 4 x 6 steel tubing as the rail. A height of 40 inches is maintained on both rails.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent, Dennis Moore, Track Consultant.
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

### **23. DECLARATIONS**

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exception
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)
- E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

**NOTICE TO APPLICANT:** Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.



**TOC**

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

2024

**RACE MEET AGREEMENT**

BETWEEN

**LOS ALAMITOS  
RACING ASSOCIATION**

AND

**THOROUGHbred OWNERS  
OF CALIFORNIA**

September 11, 2024

Through

September 24, 2024

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## **2024 RACE MEET AGREEMENT**

Los Alamitos Racing Association  
September 11, 2024 through September 24, 2024

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

### **RECITALS**

WHEREAS, TRACK is a duly licensed Fair or Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the *Business and Professions Code* of the State of California; and

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

WHEREAS, TRACK and TOC, in an effort to stabilize certain phases of the business of Thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, TOC, its members, and racing patrons, and for the purpose of providing for an orderly and uniform method of stakes and overnight purse distribution by TRACK, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

### **AGREEMENT**

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

#### **I.**

#### **RACE MEET**

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the Thoroughbred race meeting and/or the Thoroughbred portion of race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing September 11, 2024 through September 24, 2024, herein referred to as the "2024 Summer Meet".

## II

### PURSE DISTRIBUTION

TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) hours after the race is declared official for pari-mutuel purposes, regardless of whether TRACK has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the California Horse Racing Board.

## III.

### GROSS DISTRIBUTION

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

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

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

**IV.**

**TOC AND CTT DISTRIBUTIONS**

In addition to the purse money specified in Paragraph V below, and pursuant to the Horse Racing Law, TRACK will pay to TOC and CTT by three separate checks, two and a half percent (2.5%) of the Gross Distribution to be used as follows: one percent (1%) to TOC and half of one percent (1/2%) to CTT for administrative expenses and services rendered to horsemen (checks payable to TOC and CTT, Inc., respectively), and one percent (1%) for a pension program for backstretch personnel to be administered by CTT (check payable to CTT Backstretch Pension Fund).

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

**V.**

**NET DISTRIBUTION**

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

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

TRACK will pay and distribute in stakes and overnight purses a sum not less 97 1/2% of the Gross Distribution and will pay the remaining 2 1/2% as set forth in Articles III and IV. The amounts payable in stakes and overnight purses will hereafter be referred to as "Net Distribution," regardless of any actual underpayment or overpayment of such amounts payable. By way of example only, and solely by way of clarification: If, at said 2024 Meet, TRACK's Gross Distribution was \$1,000,000.00, TOC would receive one percent (1%); CTT would receive one-half of one percent (1/2%); CTT Backstretch Pension Fund would receive one percent (1%). The Net Distribution would be \$975,000.00.

TRACK shall, during the 2024 Meet, include in purse money available from any underpayment from the 2023 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 2 1/2% fund generated during the 2024 Meet reduced by 2 1/2% and paid to TOC and CTT in the same percentages as provided in Articles IV and V.

## VI.

### STAKES SCHEDULE

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

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

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

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

For all other stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

In the event that any overnight stakes race receives entries from fewer than six (6) separate wagering interests with less than four (4) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

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

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

## VII.

### DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of April 7, 2024 the current overpayment in the combined purse accounts for the 2023 Thoroughbred and Fair meets, is estimated to be approximately \$262,816 (includes allocation by TOC of purse enrichment). Depending on the results of these three Meets, adjustments may need to be made in the purse levels of those Meets. The purse levels for the LACF at Los Alamitos Meet have been approved by TOC and the purse levels for the other two Meets will be considered in the negotiation of the Race Meet Agreements of the other two Meets.

Notwithstanding anything to the contrary provided herein, if at any time during the 2024 Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the projected final average daily purse generation will be meaningfully less than the budgeted 2024 average daily purse generation, or in the event the purse projections for the 2024 Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure; e.g., if overall purses are reduced by ten (10) percent, then the total stakes program shall be reduced by ten (10) percent, and the total overnight purse schedule, shall be reduced by ten (10) percent. TRACK shall not decrease purses without prior written consent from TOC.

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

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

## VIII.

### UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to establish consistency and uniformity for overnight purse schedules. The Condition Book for the 2024 Meet shall be submitted to TOC for its approval, prior to its publication. Without the prior written consent of TOC, which will not be unreasonably withheld, TRACK shall not increase nor decrease overnight purses for races which are written for the same quality of horses and substantially the same conditions as those provided in the Condition Book provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which

cause a substantial or radical effect on the amount of parimutuel handle for the 2024 Meet. Any such changes, however, can be made only after first obtaining the written approval of TOC, which will not be unreasonably withheld.

## IX.

### RACING PROGRAMS

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

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

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

TRACK further agrees that:

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

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

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

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

6. A “Participation Purse” in the amount of \$500.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a “starter” means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.
7. The “date” system as mutually agreed to by TRACK and TOC shall be utilized for purposes of determining which horses have priority when entering races;
8. Reasonable efforts shall be used so as to run an average of not more than one starter allowance race per day;
9. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;
10. Minimum qualifying claiming levels for purposes of the Cal-bred Race Fund Incentives shall be \$40,000.00;
11. Four-furlong races will only be offered and run with purses in accordance with the schedule attached Exhibit B during the 2024 race meet. Purses for 4 furlong races will be evaluated on an annual basis.
12. An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter

allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK from purse account as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law;

13. In the event overnight purses are increased during the course of the 2024 Meet, retroactive increases in the Cal-Bred Incentive and Allowance race programs described in this Article will be made, unless otherwise specifically agreed by TRACK and TOC;
14. Appropriate "Finish Line" signage, equal in size and character to any Los Alamitos sign, shall be maintained, at no cost to TOC, in the first position past the finish line during the TRACK's 2024 Meet;
15. Within thirty (30) days following the 2024 Meet, a complete written account of all Paymaster earnings during the 2024 Meet shall be provided to TOC, at no cost.

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

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

1. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2024 Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;
2. The following are the workout criteria that will be in effect for the 2024 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2024 Meet are as follows:

- (a) For 3 year-olds and up, all first-time starters: three works; one at least 5/8 mile; the other two at least 3/8 mile, and gate approval.
  - (b) For 2 year-olds, all first-time starters; two works; one at least 1/2 mile; the other one at least 3/8 mile and gate approval.
  - (c) Horses, which have not raced in 90 days: three works with at least two works during the last 60 days and one work during the last 30 days.
  - (d) Horses, which have not raced in 60 days: two works, with one during the last 30 days.
  - (e) Horses, which have not raced in 30 days: one work at least 3/8 mile within those 30 days.
  - (f) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards.
  - (g) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;
3. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2024 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2024 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.
4. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race, provided the scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race at the TRACK on either of the next two following days of entries. It is understood by the Parties that all such scratches require the concurrence of the Stewards.
5. TRACK agrees to use an also eligible list containing up to four (4) horses however, in no event will the number of horses drawn for a race including also eligibles exceed fourteen (14).
6. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run.
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7. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.
8. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.

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

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

9. Subject to Guidelines of the Orange County Health Department, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.
10. Subject to Guidelines of the Orange County Health Department, TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race.
11. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably available and necessary to respond to TOC's request.
12. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified hereinbelow in

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

**X.**

**NUMBER OF HORSES IN A RACE**

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2024 Meet, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has the discretion to use overnight stakes, allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

**XI.**

**DISTRIBUTION ESTIMATED**

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

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

**XII.**

**FIRST POST TIME**

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

their license application concurrently when they apply to CHRB in order for TOC to have ample time to review and support.

**XIII.**

**TOC COVENANTS**

During the term of this Agreement and as long as TRACK is not in breach of the terms of this Agreement, TOC will not instigate, promote, encourage, or engage in any boycott of any race or race meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect, nor will it encourage any of its members to do so; but shall, so long as TRACK is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with, and respect the obligations of TOC hereunder.

**XIV.**

**TRACK COVENANTS**

During the term of this Agreement and as long as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2024 Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California Thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

**XV.**

**INTERRUPTED RACING SCHEDULES: FORCE MAJEURE**

If TRACK for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of TRACK to obtain the necessary racing license from the California Horse Racing Board; failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of TRACK by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by TRACK hereunder shall be proportionately reduced for each day that TRACK is prevented from operating.

**XVI.**

**MAIDEN AND CAL-BRED RACES**

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

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

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

## **XVII.**

### **MUTUALITY**

TRACK and TOC represent to each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each party will cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing on the highest possible plain through maintenance of high standards of fairness and honesty.

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

## **XVIII.**

### **STALL ASSIGNMENTS**

In the allocation and assignment of stall space for thoroughbreds, so long as owner and trainer are duly licensed, TRACK will not discriminate in any way against any owner by reason of membership of any owner in TOC or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, it shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

Stalls will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has

approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

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

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

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

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

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

## **XIX.**

### **STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES**

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

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

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

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

**XX.**

**ANTI-MONOPOLY PROVISION**

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2024 Meet, have the opportunity to procure and receive supplies, services, utilities, transportation and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seek to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

TOC acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, TOC agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that TOC will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

**XXI.**

**FIRE AND DISASTER INSURANCE**

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

The obtaining of a fire and disaster policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

**XXII.**

**ACCESSIBILITY TO TRACK**

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

**XXIII.**

**DEFAULT**

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

**XXIV.**

**BINDING**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

**XXV.**

**INCONSISTENT LANGUAGE**

When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

**XXVI.**

**OWNERS' PROPRIETARY RIGHTS**

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g. the sale of merchandise bearing the name or likeness of a horse, TRACK shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong

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to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organizations, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races. TRACK shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast or re-broadcast thoroughbred races conducted at TRACK.

TOC, on behalf of all owners participating in TRACK's 2024 Meet, consent to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2024 Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2024 Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of, attendance at and wagering on such races, whether live or at simulcast locations.

## **XXVII.**

### **RACE SPONSORSHIPS**

TRACK and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, for race sponsorships TRACK shall pay to purses or TOC an amount equal to at least one-half of the compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated with one or more races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

**XXIII.**

**DAILY FANTASY SPORTS**

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

**XXIX.**

**INTRASTATE SIMULCASTING**

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

**XXX.**

**INTERSTATE SIMULCASTING (EXPORT)**

TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Exhibit D. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

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

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

As a condition of TOC's consent for TRACK to provide the audio-visual signal of its races to locations which engage in phone and/or internet wagering, herein called "ADW" wagering, TRACK shall take all reasonable steps to identify by percentage the handle source. As a further condition of TOC's consent, TRACK must require its tote vendor with respect to each location

that engages in ADW wagering, to agree to and provide to TRACK and TOC within 10 days following the close of TRACK's meet, the breakdown for each location's daily handle as between ADW wager and other than ADW wagers.

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

By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors has resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

#### **XXXI.**

#### **INTERSTATE SIMULCASTING (IMPORT)**

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

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

#### **XXXII.**

#### **INTERNATIONAL SIMULCASTING (EXPORT)**

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

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

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

**XXXIII.**

**INTERNATIONAL SIMULCASTING (IMPORT)**

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

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

**XXXIV.**

**INTRASTATE ADVANCE DEPOSIT WAGERING (“ADW”)**

Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

**XXXV.**

**RECEIVING BARN**

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

**XXXVI.**

**CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS**

Except as expressly authorized herein, absent prior written consent of TOC, TRACK shall not, during the pending race meeting, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels, or eligibility requirements, that

were utilized during TRACK's 2024 Meet, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's stall application form or contained within the Condition Books that were utilized during TRACK's 2024 Meet.

### **XXXVII.**

#### **CREDENTIALS**

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2024 Meet.

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

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

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

### **XXXVIII.**

#### **FUTURE RACE MEET AGREEMENTS**

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

**XXXVIX.**

**NOTICES**

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

- (a) If to TRACK: Ms. Cathy Allred  
Secretary  
Los Alamitos Racing Association  
4961 E. Katella Avenue  
Los Alamitos California 90720
  
- (b) If to TOC: Mr. William A. Nader  
President & CEO  
Thoroughbred Owners of California  
285 W. Huntington Drive  
Arcadia, CA 91007

**XL.**

**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

**XLI.**

**MODIFICATIONS**

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except in writing duly executed by an authorized representative of each party.

**XLII.  
INTERPRETATION**

This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

**XLIII.  
RESERVATION OF RIGHTS**

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges following such termination.

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

LOS ALAMITOS

7/18/2024

Dated:

DocuSigned by:

*Cathy Allred*

Ms. Cathy Allred  
Secretary

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

7/18/2024

Dated:

DocuSigned by:

*William A. Nader*

Mr. William A. Nader  
President & CEO

**EXHIBIT A**

2024 STAKES SCHEDULE

**LOS ALAMITOS RACE COURSE  
STAKES SCHEDULE**

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*Closing Thursday, September 5, 2024*

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Saturday, September 14, 2024 \$75,000 Guaranteed



**E.B. JOHNSTON STAKES (Cal Bred)**

For Three Year Olds and Upward

*One Mile*

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*Closing Thursday, September 12, 2024*

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Saturday, September 21, 2024 \$125,000 Guaranteed

**DARK MIRAGE STAKES**

For Fillies And Mares Three Year Olds and Upward

*One Mile*

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\$50,000 of Dark Mirage Stakes are sponsored by Dr. and Ms. Allred.

## EXHIBIT B 2024 OVERNIGHT SCHEDULE

LACF PURSES	
CONDITION	PURSES
MDN CLM 20,000	\$ 18,000.00
MDN CLM 30,000	\$ 20,000.00
MDN CLM 40,000	\$ 23,500.00
MDN CLM 50,000	\$ 26,000.00
MDN CLM 75,000	\$ 30,000.00
MDN ALW	\$ 40,000.00
CLM 6,250	\$ 12,000.00
CLM 6,250 CLAUSE	\$ 11,000.00
CLM 8,000	\$ 13,000.00
CLM 8,000 CLAUSE	\$ 12,000.00
CLM 10,000	\$ 17,000.00
CLM 10,000 CLAUSE	\$ 16,000.00
CLM 12,500	\$ 20,000.00
CLM 12,500 CLAUSE	\$ 19,000.00
CLM 16,000	\$ 21,000.00
CLM 16,000 CLAUSE	\$ 20,000.00
CLM 20,000	\$ 25,000.00
CLM 20,000 CLAUSE	\$ 24,000.00
CLM 25,000	\$ 26,000.00
*CLM 25,000 CLAUSE	\$ 25,000.00
CLM 32,000	\$ 29,000.00
*CLM 32,000 CLAUSE	\$ 28,000.00
CLM 40,000	\$ 31,000.00
CLM 50,000	\$ 33,000.00
STR ALW 6,250	\$ 14,000.00
STR ALW 8,000	\$ 15,000.00
STR ALW 12,500	\$ 18,000.00
STR ALW 16,000	\$ 19,000.00
STR ALW 20,000	\$ 20,000.00
STR ALW 30,000	\$ 26,000.00
STR ALW 40,000	\$ 29,000.00
STR ALW 50,000	\$ 30,000.00
ALW OPT-CLM X1	\$ 42,000.00
ALW OPT-CLM X2	\$ 44,000.00
OVERNIGHT HANDICAP	\$ 75,000.00
STAKES	\$ 100,000.00

-1000

-2000  
-2000

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

**EXHIBIT C**  
**FIRE & DISASTER INSURANCE**

Attached Hereto

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**EXHIBIT D**  
**INTERSTATE SIMULCASTS**



**EXHIBIT E**  
**INTERNATIONAL SIMULCASTS**

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RACE MEET AGREEMENT

2024

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

CALIFORNIA THOROUGHBRED TRAINERS

September 11, 2024 – September 24, 2024

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## RACE MEET AGREEMENT

### LOS ALAMITOS RACING ASSOCIATION

September 11, 2024 – September 24, 2024

THIS AGREEMENT is entered into by and between Los Alamitos Racing Association (hereinafter referred to as "TRACK") and the California Thoroughbred Trainers, Inc., a California Corporation, (hereinafter referred to as "CTT") and becomes effective on September 11, 2024, the first day of TRACK's 2024 Meet, except as otherwise provided herein, (hereinafter referred to as "2024 Meet").

#### RECITALS

WHEREAS, TRACK is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the *Business and Professions Code* of the State of California; and

WHEREAS, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4, of the *Administrative Code* of the State of California, Rules 2014, through 2043; and

WHEREAS, TRACK and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

#### AGREEMENT

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

I.

RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing September 11, 2024, through September 24, 2024, which meet is hereinafter referred to as the "2024 Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2024 Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2024 Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2024 Meet the portion deducted for all purses pursuant to Section 19613 of the California *Business & Professions Code*. Specifically, TRACK shall pay one percent (1%) to CTT for the Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT from any and all monies deducted for purses from the gross handle. The amounts payable to CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from any Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

The sums payable under this paragraph shall be paid on by TRACK within sixty (60) days after the close of the race meet or as soon thereafter as feasible, along with a statement indicating the method of calculating such payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

TRACK shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this section. TRACK acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

#### IV.

#### CONDITION BOOK

TRACK agrees to use its best efforts to make its first Condition Book for the 2024 Meet available to horsemen at least 10 days prior to opening day and agrees that said book will include an index of races.

#### V.

#### STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes but is not limited to video surveillance) with respect to stalls and appurtenant facilities provided by TRACK other than living quarters.

TRACK specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

TRACK may, in its discretion, establish rules, regulations, testing, and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

TRACK will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

Notwithstanding anything to the contrary herein, TRACK may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. TRACK agrees to notify CTT within 24 hours of any such entries.

## VI.

### STALL ASSIGNMENTS

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

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

(c) TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to trainers engaged in the care and training of thoroughbreds, which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance, and construction. TRACK will assure that stalls being repaired will be substituted for by other stalls at TRACK's cost, if applicable.

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

(e) TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should TRACK determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements. It is acknowledged that approximately 800 stalls at the Track are leased to the Southern California Stabling and Vanning Committee and that Track does not control the allocation of any of those 800 stalls.

## VII.

### DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section V and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

- (a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.
- (b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.
- (c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.
- (d) Criminal complaints alleging violations involving animal health and safety.
- (e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.
- (f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.
- (g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

## VIII.

### HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2024 Meet.

## IX.

### FIRST POST TIME

All Post times for the 2024 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 Meet

must be submitted concurrently to CHRB and CTT for their approval. The first post of TRACK's daily racing program shall begin at 1:00 pm on Thursdays through Sundays.

X.

INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

If TRACK for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of TRACK to obtain the necessary racing license from the California Horse Racing Board; and/or destruction of the racing plant of TRACK by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by TRACK hereunder shall be proportionately reduced for each day that TRACK is prevented from operating.

XI.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

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

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

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

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

XII.

ACCESSIBILITY TO TRACK

TRACK agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. TRACK further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

### XIII.

#### ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2024 Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

CTT acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

### XIV.

#### CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2024 Meet.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, Northern California Manager, Deputy Director, and General Counsel, and members of the CTT Backstretch Employees Pension Administrative Committee VIP or "official" credentials for the 2024 Meet, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, California Horsemen's Safety Alliance, Finish Line Self Insurance Group, Post Time Self Insurance Group, and Edwin J. Gregson Foundation Board Directors, who are not trainers or otherwise covered herein, shall receive an "official" pin.

### XV.

#### TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

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

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

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

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

While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that TRACK will use reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the TRACK shall not be liable for the presence of rocks.

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

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

TRACK shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. TRACK shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. TRACK shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with TRACK and/or trainer in addressing the issue. TRACK reserves all rights against an offending trainer in connection with any fine levied against TRACK by a governmental entity for the improper storage of feed.

## XVI.

### BACKSTRETCH CAFETERIA

During the 2024 Meet, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

## XVII.

### TRACK SAFETY

Within a reasonable time following its receipt, not to exceed 72 hours, TRACK agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during each of TRACK's 2024 Meet, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of TRACK's main track, and inner track, including, without limitation, to the extent they exist, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the TRACK may be closed for racing and/or stabling, including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK, the California Horse Racing Board, Breeders' Cup or other entity. TRACK and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, Breeders' Cup or other entity, upon its receipt by TRACK. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during TRACK's 2024 Meet, as well as the training period before and after the 2024 Meet as provided for in this Agreement.

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

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

#### XVIII.

##### SIGNAGE & TRAINERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, *e.g.*, the sale of merchandise bearing the name or likeness of a trainer, TRACK shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

#### XIX.

##### FIRE, DISASTER AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

XX.

CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XXI.

TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2024 Meet and shall not file or 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.

XXII.

MUTUALITY

TRACK and CTT represent to each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each party will cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of the high standards of fairness, inclusion, communication, and honesty.

TRACK will notify and consult the CTT, and, whenever reasonable and possible, obtain the consent and approval of the CTT, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, stall applications and applicants, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to CTT TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, stall applications and applicants, and stabling and vanning, will be referred to this committee in an effort to amicably

and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. Above.

### XXIII.

#### DEFAULT

The respective covenants herein contained are concurrent, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

### XXIV.

#### EXCHANGE WAGERING

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

### XXV.

#### MISCELLANEOUS

25.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or TRACK, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

25.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

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

(a) If to TRACK, to ~~F. Jack Liebau~~, <sup>Edward Alfred</sup> Vice President, Los Alamitos Racing Association, 4961 Katella Ave., Los Alamitos, CA 90720

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

25.8 TRACK's Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACK's premises and the conduct of the race meets is the sole prerogative of TRACK.

## XXVI.

### SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

## XXVII.

### MODIFICATIONS

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

XXVIII.

RESERVATION OF RIGHTS

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges at any time during or after the term of this Agreement.

XXIX.

BINDING ON ALL SIGNATORIES

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

LOS ANGELES RACING ASSOCIATION

7/16/2024  
Date

Edward Alved  
~~F. Jack Liebaut~~  
Vice President

CALIFORNIA THOROUGHBRED TRAINERS, INC.

July 16, 2024  
Date

Alan F. Balch  
Alan F. Balch  
Executive Director



### 3<sup>rd</sup> PARTY LASIX ADMINISTRATION AGREEMENT

This 3<sup>rd</sup> Party Lasix Administration Agreement (this "Agreement") is entered into as of July 17, 2024 (the "Effective Date") by and between Los Alamitos Racing Association ("TRACK"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

#### RECITALS

- A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.
- B. CHRB Rule 1845 further requires that the agreement described TRACK's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.
- C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

#### AGREEMENT

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledge, TRACK, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on July 17, 2024 and shall continue through December 31, 2024 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this Agreement upon twenty-four (24) hours' notice.
2. **COST TO HORSEMEN** The owner shall pay to TRACK (on a per administration basis) an amount equal to thirty-five dollars (\$35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. TRACK may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

**3. NUMBER OF VETERINARIANS AND TECHNICIANS** TRACK shall initially hire two (2) furosemide veterinarians and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If TRACK decides, after consultation with the TOC and CTT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, TRACK shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

**4. RACE DAY LASIX ADMINISTRATION PROGRAM**

a. By way of this Agreement, each individual Thoroughbred Owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/biohazard tamper-proof bag. The sealed and signed evidence/biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify TRACK and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft and any and all other actions or inactions related to the evidence bag and/or syringe after TRACK has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

**5. TOC and CTT COVENANTS**

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred Trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

## 6. MISCELLANEOUS

a. Entire Agreement; Amendment. This Agreement, including the Exhibits, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity and performance, shall be governed, construed and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, TRACK, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than TRACK, TOC and CTT. Except for TRACK, TOC and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

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

**LOS ALAMITOS RACING ASSOCIATION**

DocuSigned by:  
*Cathy Allred*  
By: \_\_\_\_\_  
Name: Cathy Allred  
Title: Secretary

**THOROUGHBRED OWNERS OF CALIFORNIA, INC.**

DocuSigned by:  
*William A. Nader*  
By: \_\_\_\_\_  
Name: William A. Nader  
Title: President & CEO

**CALIFORNIA THOROUGHBRED TRAINERS, INC.**

By: \_\_\_\_\_  
Name: Allen Balch  
Title: Executive Director

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

**LOS ALAMITOS RACING ASSOCIATION**

By: \_\_\_\_\_  
Name: Cathy Allred  
Title: Secretary

**THOROUGHBRED OWNERS OF CALIFORNIA, INC.**

By: \_\_\_\_\_  
Name: William A. Nader  
Title: President & CEO

**CALIFORNIA THOROUGHBRED TRAINERS, INC.**

By:  \_\_\_\_\_  
Name: ~~Allen Balch~~ Alan F. Balch  
Title: Executive Director

**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.

7/25/2024

**X** Cathy Allred

Signature

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

Cathy Allred

Click or tap here to enter text.

Print Name

Print Title

Date

**Agenda Item #5**

STAFF ANALYSIS  
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO  
CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR, COMMENCING  
SEPTEMBER 18, 2024, AND CONTINUING THROUGH OCTOBER 15, 2024

Board Meeting  
August 15, 2024

**Application:** The Big Fresno Fair

**Breeds:** Thoroughbred, Quarter Horse

**Board Allocated Dates:** Grey/shaded

**Racing Dates:** Blue/shaded, bold

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					

OCTOBER 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	No off-site auxiliary stabling.	<a href="#">Rule 1420(q)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	No stabling and vanning agreement needed.	<a href="#">BPC 19607.1</a>
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire inspection completed on 07/30/24. Received 45-day exemption request.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Backstretch inspection will be performed prior to 09/11/24.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Track safety inspection scheduled for week of 08/12/24.	<a href="#">Rule 1471(g)</a>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Coverage valid 07/01/24 to 07/01/25.	<a href="#">Rule 1501</a>

Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – received 05/15/24. <b>California Thoroughbred Trainers Association</b> – received 04/17/24. <b>Pacific Coast Quarter Horse Racing Association</b> – received 04/17/24.	<a href="#">Rule 2044</a>
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<b>Inclement Weather Policy</b> – received 04/11/24. <b>Concussion Protocol Policy</b> – received 04/11/24. <b>Track Emergency Procedures</b> – received 07/16/24.	<a href="#">Rule 1432</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19604 &amp; 19604(b)(1)(C)</a>
Administrative Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Active Licenses Required Signatures	<a href="#">Rule 1481</a> <a href="#">Rules 1433 &amp; Rule 1437</a>

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

July 2024



Dear Distinguished Members of the CHRB Board

Subject: 2024 Race Dates

On behalf of the Board of Directors, staff and management of The Big Fresno Fair, we respectfully request that the CHRB review and approve our proposed racing dates for the year 2024. We humbly request to be allowed to race on the following dates: September 21, 22, 28 and 29; October 4-6, 11-14. Our facility is fully aware that it is a privilege to run race dates and not a "given." We are also incredible thrilled to have racing kick off in September in a historic race meet for our track.

We also understand the potential impact of the current record inflation and as such, we are focused on promotions to get people through the Fair gates at a discount and then, of course, fun events at the track to keep our audience engaged and having the best time at the races. Additionally, we are continuing to focus on and maintain our fast and safe track. To date, we have not lost a thoroughbred in the past nine years. We also continue to find ways to bring in new horse racing and wagering enthusiasts – working to build a new, expanded demographic of horse racing fans.

To do this, The Big Fresno Fair has made a strategic move to create new experiences for Fairgoers at the races such as the highly successful Beer & Wine Fest, first added in 2017, which has grown to a sell-out crowd. Additionally, the Fair has created a variety of party package options to get companies and individuals to host their party at the Fair inside the race track in our "Infield Party Tent," as well as on the coveted Luxury Deck and exterior tiers of the Turf Club. Creating memorable – and exclusive – ways to catch the races at our track! We also have a line-up of "themed" days at the races in September to further engage and draw out crowds.

While innovative marketing efforts are imperative to stay relative and help build the racing audience, a well-maintained, topnotch facility is critical to putting on a stellar horse racing meet, as well as having the horse numbers to provide the fullest fields for wagerers. As you all are well aware, this continues to be a struggle but we are focused on working with CARF to engage with horse owners and trainers to encourage racing in Fresno – a track well-liked for its safety and speed, facilities, amenities and overall energy. People in Fresno and the San Joaquin Valley truly love their live horse racing and it remains a tradition for many generations of Fairgoers.

A picture is worth a thousand words, so enclosed in our racing application packet are a few photos of the aforementioned special events, track facilities and the crowds at the races. We have also included a copy of our 2024 Live Racing Marketing Plan and a list of "What's New" at this year's race meet to provide more context to the photos.

If you should have any questions, please feel free to contact us at any time. Thank you in advance.

Respectfully,

A handwritten signature in black ink, appearing to read "Christina Estrada".

Christina Estrada  
Interim CEO  
(559) 650-3212

A handwritten signature in black ink, appearing to read "Ronnie Mobley".

Ronnie Mobley  
Satellite Facilities Supervisor  
(559) 994-3105

A handwritten signature in black ink, appearing to read "Larry A. Swartzlander".

Larry Swartzlander  
Racing Director  
(916) 799-7084



*a California joint powers agency*

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

April 11, 2024

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

Dear Honorable Members of the CHRB Board,

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

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

Respectfully yours,

Larry Swartzlander  
Executive Director  
California Authority of Racing Fairs



*a California joint powers agency*

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

April 11, 2024

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

Dear Honorable Members of the CHRB Board,

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

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

Respectfully yours,

Larry Swartzlander  
Executive Director  
California Authority of Racing Fairs



*a California joint powers agency*

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

July 12, 2024

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

Dear Honorable Members of the CHRB Board,

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

Please contact me with any questions or concerns.

Respectfully yours,

Larry Swartzlander  
Executive Director  
California Authority of Racing Fairs

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

### 1. APPLICANT FAIR ASSOCIATION

- A. Name, mailing address, telephone, and fax numbers of fair: Big Fresno Fair/21st Agricultural Association, 1121 South Chance Avenue, Fresno, CA, 93702, phone: 559-650-3247, fax: 559-650-3326
- 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. Christina Estrada, Interim CEO, 559-994-3135, cestrada@fresnofair.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: September 18 - October 15, 2024
- B. Actual dates racing will be held: September 21, 22, 28, 29, October 4, 5, 6, 11, 12, 13, 14
- C. Dates racing will NOT be held: September 18, 19, 20, 23, 24, 25, 26, 27, 30, October 1, 2, 3, 7, 8, 9, 10, 15
- D. Total number of racing days: 11
- E. Days of the week races will be held: Saturday-Sunday, Friday-Sunday, Friday-Monday  
 Wednesday – Sunday       Tuesday – Saturday       Other (specify)

### 3. RACING PROGRAM

- A. Total number of races: 110
- B. Number of races by breed:
- |                  |                   |            |
|------------------|-------------------|------------|
| 99 Thoroughbreds | 11 Quarter Horses | Appaloosas |
| Arabians         | Paints            | Mules      |

#### CHRB CERTIFICATION

Application received: 6/20/24  
Reviewed: RP

Hearing date: 8/15/24  
Approved date:  
License number:

C. Number of races daily:

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

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). The Bulldog Handicap reduced \$25,000 per negotiations with TOC.
3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. None.

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes     No

If no, which racing colors are to be used?

G. List all post times for the daily racing program: See Exhibit 2

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

**4. FAIR ASSOCIATION**

- A. Names of the fair directors: Terry Gonsalves (President), Gary Chahil (Vice President), Frank Flores (Secretary/Treasurer), Linda Mae Balakian Hunsucker, Jerry Pacheco, Annalisa Perea, Chuck Riojas, Larry Salinas
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Christina Estrada, Interim CEO

## CHRB 3.E – CARF EXHIBIT 1

### CARF STAKE SCHEDULE - FRESNO

<b>2024</b>	<b>2023</b>	<b>2022</b>
Harris Farms Stakes (CAL-BREDS) \$75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Sept. 29	Harris Farms Stakes (CAL-BREDS) \$75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Oct. 7	Harris Farms Stakes (CAL-BREDS) \$75,000 Guaranteed Golden State Series 3-Year-Olds & Up, 6 Furlongs Saturday, Oct. 8
The Bulldog Handicap \$50,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 13	The Bulldog Handicap \$75,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 15	The Bulldog Handicap \$75,000 Guaranteed 3-Year-Olds & Up, 9 Furlongs Sunday, Oct. 16

**CHRB 3(G) – CARF EXHIBIT 2**

**BIG FRESNO FAIR, FRESNO**

**POST TIMES FOR PROPOSED DAILY RACING PROGRAM**

**2024**

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

- 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:  
Christina Estrada, Interim CEO
- 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). Christina Estrada, Interim CEO, 1121 South Chance Avenue, Fresno, CA, 93702, 559-650-3247, cestrada@fresnofair.com

**5. TAKE OUT PERCENTAGE**

- A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.  
 Yes                       No  
 Wager(s) to be adjusted:  
 Proposed percentage: %
  - 1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen’s organization for the meeting of the fair association accepting the wager.

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

**6. HANDLE HISTORY**

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

Year	Handle	Attendance
2023	\$18,209,131	47,112
2022	\$20,991,093	43,910
2021	\$20,496,132	41,575
2020	N/A	N/A
2019	\$19,010,636	77,814

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

- A. Purse distribution:
  - 1. All races other than stakes:  
 Current meet estimate:      1,257,270  
 Prior meet actual:              858,456

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

Current meet estimate: 114,297  
 Prior meet actual: 122,637

2. Overnight stakes:

Current meet estimate: 125,000  
 Prior meet actual: 150,000

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

Current meet estimate: 11,364  
 Prior meet actual: 21,429

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: 1,382,270  
 Prior meet actual: 1,008,456

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

Current meet estimate: 55,194  
 Prior meet actual: 37,686

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

Current meet estimate:		Prior meet actual:	
CTT	3,074		2,099
TOC	6,148		4,198
NTRA	1,628		1,112
PCQHRA	2,049		1,399
CWRA	0		0
ARAC	0		0
AMRA	0		0
CHBPAPEN	9,222		6,297
CTHF	9,222		6,297
Total:	31,343	Total:	21,402

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: 1,468,807  
 Prior meet actual: 1,067,544

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

Current meet estimate: 133,528

Prior meet actual: 152,506

- 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: 1,170,105

Prior meet actual: 798,940

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

Current meet estimate: 106,373

Prior meet actual: 114,134

- F. Purse funds to be generated from interstate handle:

Current meet estimate: 70,677

Prior meet actual: 48,258

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

Current meet estimate: 6,425

Prior meet actual: 6,894

- 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, craigmiller@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

- 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). 1,037
- 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).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>	<b>CARF WAGERING FORMAT</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI	<input type="checkbox"/> Yes <input type="checkbox"/> No

#VE

Race #1	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #2	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #3	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #4	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #5	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #6	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #7	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #8	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #9	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #10	See Exhibit 3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #11	N/A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #12	N/A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #13	N/A	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

- C. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. None.
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout will occur Monday, October 14, 2024 at Fresno.
- E. List any options requested with regard to exotic wagering. 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	See Exhibit 3
Race #2	See Exhibit 3
Race #3	See Exhibit 3
Race #4	See Exhibit 3
Race #5	See Exhibit 3
Race #6	See Exhibit 3
Race #7	See Exhibit 3
Race #8	See Exhibit 3
Race #9	See 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 <sup>(2)</sup>	CHRB 1976.9	25.02%	\$1 (50-cent minimum) early and late Pick 4. No consolation; 100% payout; alternate runner provision.
Early Pick 5	CHRB 1976.9	14%	\$1 Pick 5 (50-cent minimum) on first 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.
Late 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 <sup>(1)</sup>	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 <sup>(1)</sup>	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.

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

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

Race #10	See 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. 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 wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

## 12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the fair to conduct simulcast wagering: Northern California Off Track Wagering Inc. (NCOTWINC). Agreement On File
- B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
- C. California simulcast facilities the fair proposes to offer its live audiovisual signal: See Exhibit 4
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: See Exhibit 5
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: On See Exhibit 5
- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: See 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". See Exhibit 7



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 (Section 19604 et seq).

**2. California wagering on out-of-state Thoroughbred races:**


- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager, 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, TwinSpire, 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, TwinSpire and NYRA shall pay a Host Fee of no less than 7.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, 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, TwinSpire, NYRA, BetAmerica, Game Play, Watch and Wager and AmWest.

Very truly yours,



William A Nader, President & CEO

cc: Heather Haviland, Wayne Atwell



## Pacific Coast Quarter Horse Racing Association

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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

## **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)

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

#### Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, 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

## **CHRB 12(F) - CARF Exhibit 6**

### **California Mini-Satellite Locations**

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

## **CHRB 12(G) - CARF Exhibit 7**

### **Import Tracks (if applicable)**

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

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

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

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See 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	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 vaning deductions. Every fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

**13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT**

- A. Racing officials nominated:
 

Association Veterinarian(s)	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	Jayne Thomas
Patrol Judges	Tammy Morris, Stephen Fisher
Placing Judges	Angela Couton
Starter	Manuel Trujillo
Timer	Jelina Pike

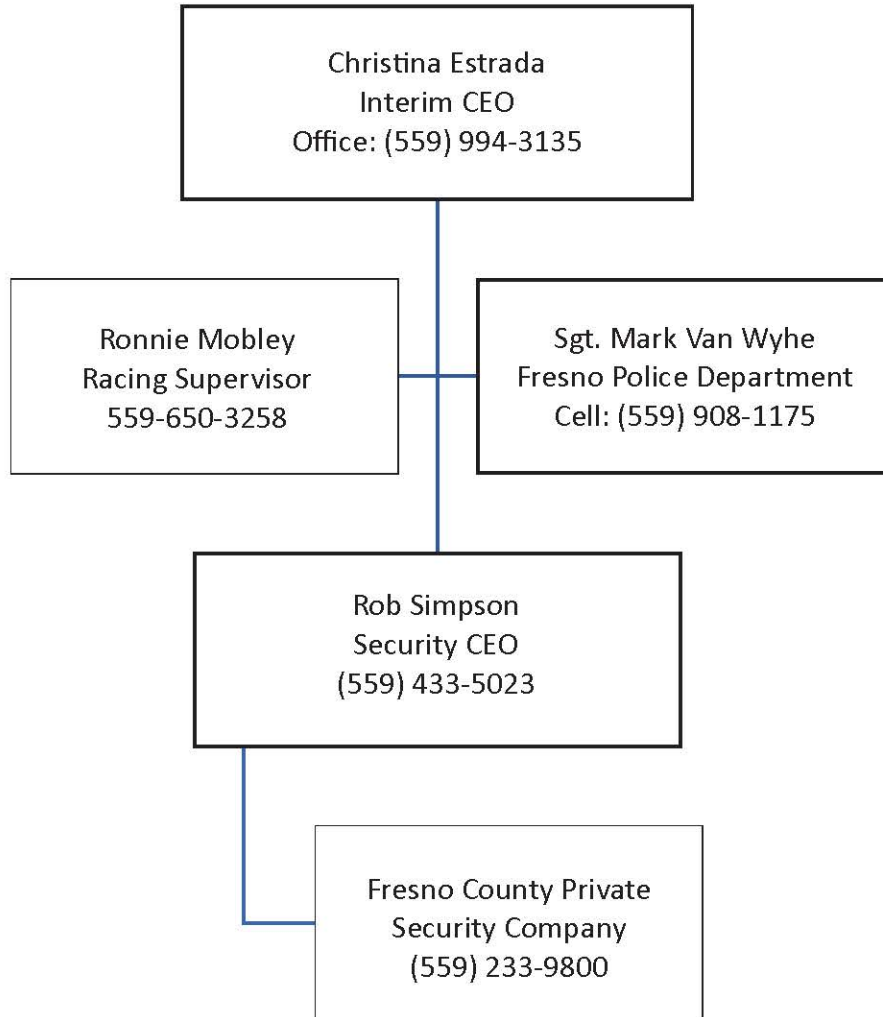
- B. Management officials in the racing department:
- |                                     |   |
|-------------------------------------|---|
| Director of Racing                  | Larry Swartzlander  |
| Racing Secretary                    | Tom Doutrich  |
| Assistant Racing Secretary          | Linda Anderson  |
| Paymaster of Purses                 | Heather Haviland  |
| Others (identify by name and title) | Doug Gooby, Mutuel Manager, Steve Wood, Track Superintendent, Craig Braddock, Announcer, Sandra Rios, Stable Superintendent, Myra Troske, Clerk of the Course Mixed Breed, Lisa Wilkerson, Steward's Aide, Todd Stephens, Starter |
- 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

# CHRB 14(A) - CARF Exhibit 8

## Big Fresno Fair Security Department Organizational Chart



- 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 specifies American Ambulance as the paramedic provider servicing the "Fresno County Exclusive 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 CCEMSA 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



**AMERICAN**  
A M B U L A N C E

07/15/2024

Christina Estrada  
Interim CEO  
Big Fresno Fair  
1121 S. Chance Avenue  
Fresno, CA 93702

Dear Christina:

This letter confirms your request to provide dedicated Advanced Life Support ambulance services during specific horse racing related activities, as scheduled, during the Big Fresno Fair and during the September race dates. These services are in addition to the normal first-aid request and will only be used for event participants.

All of our personnel are licensed or certified by the California Emergency Medical Services Authority, with additional certifications verified by the Central California Emergency Medical Services Agency.

Please contact me if you require further information about the credentialing or licensure of Emergency Medical Technicians and Paramedics that will be providing emergency medical services to participants and patrons of the Big Fresno Fair.

Nate Wright  
Special Teams and Disaster Coordinator  
American Ambulance  
2911 E Tulare Ave  
Fresno CA 93721  
nwright@americanambulance.com  
(559) 443-5915

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): California 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: \$503,524  
Promotional/Marketing budget for prior race meeting: \$349,523
- C. Number of hosts and hostesses employed for meeting: 24

## **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.

### **Plant Staff**

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.
2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

### **Announcer**

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc.), enabling them to take the necessary steps to mitigate additional problems.

### **Senior Management**

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.
2. An additional member of the management team should report to the video department to monitor the scene and determine the extent of video coverage to be transmitted to the public.
3. A member of the management team should provide input as to announcements to be made by the track announcer.
4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family members of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.
5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

### **All Department Heads**

All Department heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

## **CHRB 15(F) - CARF Exhibit 10**

### **Jockey Emergency Medical Procedures - Spanish**

#### **Procedimiento en caso de Accidente en CARF**

De ocurrir un accidente en el hipodromo, se debe hacer lo siguiente:

#### **El personal de la Ambulancia**

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siempre que lo necesario para tratar a la(s) victima(s).

#### **Seguridad**

1. Tan pronto como sea posible, un miembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsable del lugar del accidente. El miembro de seguridad sera responsable de mantener a los transeuntes fuera del lugar del accidente..
2. Un miembro del departamento de seguridad del hipodromo se acercara al cuart del jockey para asegurar el area donde la ambulancia estara y prevenir que transeuntes y personas ajenas se acerquen.
3. Un miembro de seguridad del hipodromo sera responsable de escoltar a los vehiculos de emergencia..
4. Los miembros de seguridad seran responsable de controlar a la multitud.

#### **Personal de Carreras/Vetennano del hipodromo**

1. Una vez en el lugar del accidente, el Outrider/escolta debera sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.
2. Los caballos muy mal heridoa deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.
3. El veterinano del hipodromo debera decidir si se sacrifique al caballo en la pista.
4. Sea posible hacerlo, se debe colocar la pantalla/screen para tapa la vista al publico, antes de iniciar el procedimiento de sacrificio del animal.
5. Los Outriders son responsables de remover cualquier desecho en la pista despues de que la persona o caballo accidentado haya sido trasladado del lugar.

### **Personal de Planta/Plant Staff**

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.
2. Los miembros del departamento de planta que esten cerca del accidente deberan ayudar a fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsable del lugar del accidente.

### **Locutor**

El locutor debera informar a los jinetes acerca de los detalles de la situacion (como la ubicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

### **Gerencia**

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.
2. Otro representante de la gerencia debera informar al departamento de videio para monitorear la escena y ver la cobertura de video que sera transmitida al publico.
3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.
4. Un miembro de la gerencia sera responsable de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.
5. Todos los anuncios publicos y respuestas a la prensa las realice unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

### **Todo los Jefes de Departamento**

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.



*a California joint powers agency*

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

July 16, 2024

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair annual fire inspection is scheduled for July 18, 2024.

When complete, the fire clearance resulting from the inspection 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



*a California joint powers agency*

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

July 31, 2024

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

Dear Honorable Members of the CHRB Board,

The Big Fresno Fair has submitted 2024 fire clearances. We respectfully request a 45-day exemption from the standards of CHRB Rule 1927, as the Big Fresno 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



**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:** 04-10-91-0001-00020

**JURISDICTION:** Life Safety South

**BUILDING OWNER:**

ALUMINUM HORSE  
**BUILDING NAME:** BARN

**BUILDING ADDRESS:** 1121 SOUTH CHANCE AVENUE, FRESNO

, CA 93704

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



**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

### INSPECTION INFORMATION

**Inspection Number :** 166013

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024  
Inspection by: Deputy Jones  
Accompanied by: Fair Maintenance Supervisor Rolonda Motta  
Location: The Big Fresno Fair Grounds, Horse Barns (Aluminum Horse Barns)

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.  
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.  
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



**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:** 04-10-91-0001-00031

**JURISDICTION:** Life Safety South

**BUILDING OWNER:**

**BUILDING NAME:** HORSE BARN # 18

**BUILDING ADDRESS:** 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165987

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:**

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motto

Location: The Big Fresno Fair Grounds, Horse Barns

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motto

**Title:** Maintenance Supervisor

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165988

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:**

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motto

Location: The Big Fresno Fair Grounds, Horse Barns #19

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motto

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166012

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:** 

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #20

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:** 

**Signed:** 07/30/2024

**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

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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166020

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #21

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Ronaldo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165990

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:** 

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #22

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:** 

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165991


**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:** 

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #23

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:** 

**Signed:** 07/30/2024

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 144378

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.75

**Inspector Signature:** 

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #24

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166010

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #25

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**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 :** 166009

**Inspection Type:** Annual

**Inspection Date :** 07/31/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:**

Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #26

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/31/2024

### 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:** 04-10-91-0001-00040

**JURISDICTION:** Life Safety South

**BUILDING OWNER:**

**BUILDING NAME:** HORSE BARN # 27

**BUILDING ADDRESS:** 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166008

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #27

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166007

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0.25

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #28

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165993

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #29

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165994

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #30

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## 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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165995

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:** 

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #31

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:** 

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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**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

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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165996

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 50

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 32

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165997

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 50

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 33

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165998

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 50

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 34

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## 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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 165999

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 50

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 35

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolonda Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166000

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 50

**Inspector Signature:** 

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 36

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## 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

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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166001

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns #37

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166002

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:** 

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 38

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:** 

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## 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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166003

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 39

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166004

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 40

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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**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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166017

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 41

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:** 07/30/2024

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## 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

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
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## PRIORITY INSPECTION REPORT

### INSPECTION INFORMATION

**Inspection Number :** 166016

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.5

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns # 42

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**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

#### 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

### INSPECTION INFORMATION

**Inspection Number :** 166015

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0

**Inspector Signature:** 

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024  
Inspection by: Deputy Jones  
Accompanied by: Fair Maintenance Supervisor Rolonda Motta  
Location: The Big Fresno Fair Grounds, Horse Barns (Dead Horse Barn)

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.  
Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.  
Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



**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:** 04-10-91-0001-10001

**JURISDICTION:** Life Safety South

**BUILDING OWNER:**

QUARANTINE  
VETERINARY HORSE  
**BUILDING NAME:** BARN

**BUILDING ADDRESS:** 1121 SOUTH CHANCE AVENUE, Fresno, CA 93702

#### COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES

Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



**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

### INSPECTION INFORMATION

**Inspection Number :** 165992

**Inspection Type:** Annual

**Inspection Date :** 07/30/2024

**Inspection Status :** Passed

**Inspector:** Jeremy Jones

**Inspection Hours :** 0.25

**Inspector Signature:**

**Travel Hours :** 0

**Inspection Comments:** Re-Inspection Summary

Date: July 30, 2024

Inspection by: Deputy Jones

Accompanied by: Fair Maintenance Supervisor Rolonda Motta

Location: The Big Fresno Fair Grounds, Horse Barns (Quarantine Vet Horse Barn)

Inspection Outcome: PASSED INSPECTION

Purpose: To inspect the Horse Barns.

Inspection Form: NFPA 25 AES 2.2, confirmed to have passed inspection.

Sprinkler fitter: AES Sprinkler Fitter Scott Miller. (Fire system solutions)

Findings: The horse barns passed inspection.

Note: The barns are designated for livestock use only and are not permitted for sleeping accommodations.

END OF SUMMARY

**Accompanied By:** Rolondo Motta

**Title:** Agency Contact

**Discussed With:** Taylor Collins

**Title:** Agency Contact

**Accompanied By:**

**Signed:**

**COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES**  
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



July 1, 2024

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

Re: Big Fresno Fair/21<sup>st</sup> DAA  
1121 S Chance Ave  
Fresno, CA 93702

Please be advised that the Big Fresno Fair/21<sup>st</sup> DAA 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. GENERAL LIABILITY PROGRAM**

- A. Primary Coverage \$250,000 self-insured retention California Fair Services Authority  
(includes liquor liability)  
Coverage continuous until cancelled
- B. Excess Coverage \$24,750,000 in excess of \$250,000 (includes Liquor Liability)  
Coverage provided by PRISM  
Term: 7/1/2024 to 7/1/2025

**II. 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 PRISM  
Term: 7/1/2024 to 7/1/2025

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 Big Fresno Fair/21<sup>st</sup> DAA 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**

- D. Describe facilities set aside for new fans. The Big Fresno Fair is always working to create new experiences for our fans. We have entertainment between the races, special promotional days for the new September race dates and more. See Marketing Plan for more details.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
  - 1. Horsemen On backside repainted and repaired any damaged walls / windows for tack rooms and stalls; leveling ground; new air conditioning unit on backside restaurant; landscaping improvements. Trackside – continuous improvements to the paddock.
  - 2. Fans The Fair works diligently to create a beautiful and comfortable racing environment for fans. Fresh paint throughout, murals, redone asphalt leading up to entrances, digital display screens at main horse racing entrance, new TVs and more.
  - 3. Facilities in the restricted areas Repainted and repaired facilities.

**18. SCHEDULE OF CHARGES**

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

Admission (general)	\$15 Adult (new); \$8 Seniors (62+), Military and Kids
Admission (clubhouse)	\$10
Reserved seating (general)	\$6
Reserved seating (clubhouse)	\$10
Parking (general)	\$15
Parking (preferred)	\$20
Parking (valet)	N/A
Programs (on-track)	\$3
(off-track)	\$3
- B. Describe any "Season Boxes" or other special accommodation fees. The 2024 Season Box Seat are sold as Box of 2: \$378.00, Box of 4: \$726.00 Box of 6: \$1,054.00. These Season Box Seat prices include the September and October race dates. Box Seats are sold individual for \$32 for a Box of 4.
- C. Describe any "package" plans such as combined parking, admission, and program. The Fair offers the Season Box Seats as noted above. We also provide Season Box Seat holders with a Season Parking Pass, making it convenient to come out and enjoy all 14 days of live horse racing. The Fair also sells Season Passes for \$40 which allows horse players admission to the each day of the fair for only \$40.

**19. JOCKEYS' QUARTERS**

- A. Check the applicable amenities available in the jockeys' quarters.
 

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many 23	
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input checked="" type="checkbox"/> Certified platform scale
- B. Describe the quarters to be used for female jockeys. Separate area containing an office, lounge

area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

## **20. BACKSTRETCH EMPLOYEE HOUSING**

- A. Inspection of backstretch housing 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

## **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.



2024

**Race Meet Agreement**

BETWEEN

**CALIFORNIA AUTHORITY OF  
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF  
CALIFORNIA**

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## 2024 RACE MEET AGREEMENT

### CALIFORNIA AUTHORITY OF RACING FAIRS

#### AGREEMENT

THIS AGREEMENT is entered into between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A (and Section 2.1), herein referred to as "TRACK" or "TRACKS" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

#### I. TERM

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during June 12, 2024 through October 15, 2024.

#### II. STATUS OF THE PARTIES

2.1 TRACKS. Each TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF"). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate, and contract on their behalf with TOC for the matters specified in this agreement.

CARF warrants and represents that it has been expressly authorized by TRACKS to enter into this agreement and that this agreement shall be binding upon all such TRACKS, their members, agents, employees, and officials during the term of the agreement. The TRACKS specifically authorizing CARF include the: Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and the Fresno District Fair.

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred racehorses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

### **III.**

#### **DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC**

3.1 CARF and TRACKS, and TOC acknowledge and agree that disbursements made by TRACKS to TOC and California Thoroughbred Trainers, Inc. (“CTT”), and to the horse owners in the form of purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACKS agree that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds, to be paid to CTT, in trust, for the California Thoroughbred Horsemen's Foundation, Inc.; and 1% for a pension program for backstretch personnel to be administered by CTT.

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

3.3 TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2, and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses are generated from the pari-mutuel handle and other sources,

including, but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and, further, shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) hours after the race is declared official for pari-mutuel purposes, regardless of whether TRACK has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the California Horse Racing Board.

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2024 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60<sup>th</sup>) day after the close of the 2024 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120<sup>th</sup>) 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<sup>th</sup> (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<sup>th</sup>) day after the close of the Fresno Fair 2024 Meet, TRACKS agrees to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations and pay the difference owed from the prior estimated payment.

#### **IV.**

#### **AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES**

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACKS and that TOC shall continue as a such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at

TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2024 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of a TRACK's violation of 4.3 above, a TRACK or TOC, as the case may be, may give at least forty-eight (48) hours of written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC'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 monetary damages, specific performance, and/or injunctive relief.

## V. RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 15% of the total purse distribution shall be paid as stakes in each race meet during the term of this agreement except for Alameda County Fair whereas purses for stakes races shall not exceed 20% of the total purse distribution.

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

or other criteria set by the ICSC. The 2024 Stakes Schedule is included for reference in Attachment B.

For all other stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 24 (twenty-four) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

(c) In 2024, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise, the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule are approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated in Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

5.4 A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C and I without first obtaining the written approval of TOC, which will

not be unreasonably withheld.

5.5 “Dates” preference for entries will be as agreed upon by the TOC and CARF Racing Secretary.

5.6 The parties agree that races for the amount of \$2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at CARF TRACKS.

5.7 (a) Maiden races shall not be written for a claiming price of less than \$5,000.00 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500, except at Humboldt County Fair where claiming races shall not be written for a claiming price of less than \$1,600.

(b) Racing Secretaries will offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than five (5) separate wagering interests with at least three different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receives the same number of entries, the race published in the Condition Book shall be considered the preferred race and will be utilized before any Extra Race to make the card go. Should a drawn race or races be canceled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of

such preference when races are published.

5.8 Purses for all races run at the \$10,000 level and below during the 2024 Meet will be divided as follows:

- Fifty-five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one-half percent (7.5%) for fourth; and,
- Two and one-half percent (2.5%) for fifth;

Purses for all races run above the \$10,000 level and above during the 2024 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth.

5.9 A "Participation Purse" in the amount of \$450.00 as determined by TOC in its sole discretion and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth-place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

5.10 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

## **VI. CALIFORNIA-BRED INCENTIVE PROGRAM**

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACKS as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a

California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

Furthermore, CARF and TRACKS and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meets, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. CARF and TRACKS shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

## **VII. MUTUAL COOPERATION**

7.1 (a) CARF and TRACKS, and TOC represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any differences of opinion between them with respect to the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

Such matters include but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster and retain public goodwill toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane and maintaining the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement which requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, and postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other

persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

### **VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES**

8.1 TRACKS shall provide stalls for thoroughbred horses at each Track in an amount not less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

8.2 TRACK shall provide such auxiliary training facilities as are required to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment D hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) If any owner asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the owner so claiming shall submit his or her claim to TOC, and if TOC finds the claim meritorious may represent the owner and present the such grievance to TRACKS and if appropriate to the CHRB.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meets contemplated to be held by TRACKS. TRACKS shall endeavor to accommodate California-domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible unless the horses are physically unfit to race. Stall rental charges for horses that do not participate in the race meet will be as described in

Attachment D.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACKS reserve the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each TRACK is responsible to provide a current update to CARF and the specific horsemen for accounts receivable.

8.5 A Horsemen-Management Committee may be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACKS. All matters concerning problems of the Horsemen with the TRACKS, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

In making its determination as to the availability of stall space for each such horse TRACK shall adhere to the following standards:

(a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining their eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in the TRACKS' condition books or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACKS' stall space within 48 hours.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NCOTWInc, TRACKS shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACKS shall pay for tattooing only for horses entered to race on the overnights. TRACK shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at Golden Gate Fields and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

8.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Reservations shall be mailed by applicant to TRACK not less than 22 days prior to the opening of the race meet.

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2024 Meet.

8.9 TRACKS will maintain their racing surfaces in good condition for thoroughbred racing and training and agree to promptly rectify any condition unsafe to racehorses during their meet. Golf courses controlled by TRACKS shall be limited to play during each day from early morning to two hours before the first post. TRACKS shall not conduct any activity on the racing surfaces hazardous to horsemen or horses.

8.10 TRAINING FACILITIES - At all times when TRACKS are being used as a RACE MEET, TRACKS will cause their main track to be open at 6:00 A.M. and to remain open until 10:00 A.M. every day of the week.

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2024 Meet. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense, without right of reimbursement from TOC, the individual owners, and/or their trainers.

8.12 The following are the workout criteria that will be in effect for the 2024 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2024 Fair meetings are as follows:

- a) Two year olds:
  - i) First-time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
  - ii) First-time starters in races six furlongs or over three works, one of which is at least five-eighths mile and a gate OK.
- b) Three year olds and up:
  - i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
  - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval

- iii) Non-starters for:
  - a) 30 days: one work at least three-eighths mile within those 30 days;
  - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
  - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.
- c) Horses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two-year olds running less than five-eighths of a mile who will be required to work race distance.
- d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.
- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2024 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of the such device(s) during the 2024 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also-eligible list containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8.15. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 11:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

8.16. Unless agreed otherwise in writing by the parties, TRACKS agrees to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish line during the TRACKS' 2024 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected by the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race canceled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent(s), or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. CARF and TRACKS, and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

**IX.  
PURSE AND STAKES SCHEDULES, OVERPAYMENT  
AND UNDERPAYMENT OF PURSES**

9.1 CARF or TRACKS shall contact the TOC immediately when a TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACKS shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2024, agree to consolidate administration and distribution of purses, including consolidation of purse underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs including Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for the administration and distribution of purses, according to the authorization described in the statute.

9.3 If at the close of its meet CARF shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the total amount of the overpayment shall be deducted from the purse funds received during the next racing meeting conducted by CARF unless otherwise agreed to by the

Parties. In furtherance of that point, the Parties agree that as of April 31, 2024, the CARF purse account will be underpaid by \$47,100 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing.

9.4 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than \$250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a CARF race meet as mutually agreed by CARF and TOC; or

(b) if greater than \$250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.5 TRACKS shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

## **X. FORCE MAJEURE**

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACKS pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACKS pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACKS or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACKS or TOC.

**XI.  
SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES**

11.1 TRACKS shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 TRACKS shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 6:00 A.M. and 8:00 P.M. on racing days and 6:00 A.M. and 2:00 P.M. on non-racing days.

**XII.  
FACILITIES FOR TOC REPRESENTATIVES**

12.1 TRACKS will provide, wherever practical and possible, an adequate office near the Racing Secretary's office equipped with a desk, telephone, and internet access for the use of TOC's authorized representatives.

12.2 TOC shall pay to TRACKS such amount of reasonable out-of-pocket expense as TRACKS shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACKS at the request of TOC.

**XIII.  
OWNERS' PROPRIETARY RIGHTS AND BENEFITS**

13.1 TRACKS agree that should they desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g. the sale of merchandise bearing the name or likeness of a horse, TRACKS shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

13.2 TRACKS acknowledges that, in the context of simulcasting, televising, and the re-broadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners' organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACKS agree to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2024 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2024 Meet. TOC consents to TRACKS' use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by CARF or TRACKS to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree to obtain TOC' s prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use.

13.4 TRACKS and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACKS and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following: An amount equal to at least one-half (50%) of the net compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by CARF, Fair TRACK where said race(s) are to be conducted and TOC.

13.5 TOC, on behalf of all owners participating in TRACKS' 2024 Meets, further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACKS to use the name, image, or likeness of individual horses for the promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.6 TRACKS agree to the following Owner Benefits to all owners who possess

a current and valid CHRB owner's license:

1. A single phone number for all TRACKS dedicated to owners with questions regarding "Owner Benefits" to be published in TRACKS condition books and on CARF Web Site
2. Free Parking in a designated area at each TRACK
3. Free Tram or shuttle service for owners from designated parking area to the racing grandstand should that area be deemed a "distance" from the racing grandstand
4. Clubhouse or equivalent admission for owner plus one guest each race day (Applicable only to those TRACKS which have an identified Clubhouse area.)
5. Minimum of four passes per owner or partner with an "in-today" horse
6. Reserved seating for owners with a horse in a Stakes plus as many passes as TRACK's Racing Secretary or Director of Racing may deem reasonable for guests
7. Consistent procedures for all TRACKS for receiving passes noted above
8. Consistent procedure at all TRACKS for winning owners to request and receive race replay video.

#### **XIV. INTERSTATE SIMULCASTING OF RACES**

14.1 TRACKS desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain written consent from TOC to any proposed contract or agreement with any out-of-state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACKS desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain written consent from TOC to any proposed contract or agreement with any out-of-state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Attachment F. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. By virtue of the support

and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

## **XV. INTRASTATE SIMULCASTING OF RACES**

15.1 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law, the applicable Rules and Regulations of the CHRB and compliance with Attachment I (Benchmarks). In the absence of legislation to the contrary, TRACKS shall first obtain written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACKS.

15.3 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACKS shall first obtain written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast

facility unless some other distribution is agreed upon by TOC and TRACKS.

## **XVI. INTERNATIONAL SIMULCASTING**

16.1 TRACKS have requested the consent of TOC to the international simulcast of its races as listed on Attachment F. TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACKS shall be equally divided between commissions for and purses at TRACKS.

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

## **XVII. INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")**

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2024 Meets for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

In addition to any other terms set forth therein, Track acknowledges that TOC intends to condition the consents requested above on, at a minimum, the following requirements being satisfied for each ADW:

- i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.
- ii. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

iii. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

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

B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:

I. Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen’s organization, and provided to CHRIMS prior to the opening of each California race meet;

II. For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen’s organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

III. Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

IV. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted “TRA Data File” and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, the Provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen’s organizations. Such disclosure, files, and/or documentation shall include but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

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

b. Remit to CHRIMS a monthly data fee of \$3,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. Said data fee paid by Provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of Provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

**XVIII.  
INTERSTATE ADVANCED DEPOSIT WAGERING**

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2024 Meets for the purposes of interstate advanced deposit wagering, which does not include any form of exchange wagering, by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment “F.”

TOC consents to such simulcasts pursuant to and in accordance with the terms and conditions of TOC’s consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq. In addition to any other terms set forth therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from out-of-state residents on Thoroughbred races conducted at TRACKS during their 2024 Meets as follows:

18.1 Approved ADW providers “broadcast partners” agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as

compensation for the broadcast or televising of races conducted at TRACKS during their 2024 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

18.2 Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective out-of-state ADW wagering handle information;

18.3 Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

18.4 Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

- A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, out-of-state residents on California horse races;
- B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;
- C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:
  - i. Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;
  - ii. Provider shall disclose and provide true, complete, and correct copies of the industry-accepted “TRA Data File” and the California Account Wagering File pertaining to wagers placed by out-of-state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

of such wagers. Additionally, if requested to do so, the provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off-time, and breed;

- iii. If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry-accepted ADW wagering data file format, then the provider shall disclose and provide true, complete, and correct copies of said file, pertaining to wagers placed by out-of-state residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,
- iv. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- v. Provider shall each remit to CHRIMS a monthly data fee of \$3,000.00. Said data fee paid by the provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of the provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

## **XIX. FIRE AND DISASTER INSURANCE**

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

19.2 The obtaining of a fire and disaster policy by TRACKS does not in any way preclude the individual owner or trainer from taking individual legal action against the

TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or another occurrence attributable to TRACKS.

19.3 The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACKS toward the recovery of such owner or trainer from TRACKS.

## **XX. MISCELLANEOUS**

20.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in TOC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

20.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

20.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a written signature by all parties.

20.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorneys fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

20.6 Inconsistent Language: When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

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

- (a) If to CARF or TRACKS, at their address set forth in Attachment A, "Attention Fair Manager," with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95825.
- (b) If to TOC, to William A. Nader, President & CEO, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

20.8 TRACKS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS.

20.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACKS' daily racing program and ending with the last race of TRACKS' daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACKS together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted.

20.10 Modifications: CARF and TOC agree that a "Side Letter to CARF & TOC Race Meet Agreement" will be attached and incorporated in the Agreement. Otherwise, this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

20.11 Interpretation: This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

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

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

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

**CALIFORNIA AUTHORITY OF RACING FAIRS**

Dated: 5/14/2024

DocuSigned by:  
*Larry Swartzlander*  
20A8AF5B23C046D...  
Larry Swartzlander, Executive Director

**THOROUGHBRED OWNERS OF CALIFORNIA, INC.**


Dated: 5/14/2024

DocuSigned by:  
*William A. Nader*  
20CE9094162E418...  
Bill Nader, President & CEO

**ATTACHMENT A**  
**California Authority of Racing Fairs Members and Participating Tracks**

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Moira Kenny General Manager	1250 5 <sup>th</sup> Street Ferndale, CA 95536 707-786-9511
California State Fair	Tom Martinez Fair Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Christina Estrada Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

## ATTACHMENT B Stakes Schedule

		
❖ Alameda County Fair at Pleasanton ❖ California State Fair at Sacramento ❖ Humboldt County Fair at Ferndale ❖ Big Fresno District Fair at Fresno		
Revised: 3/24/24		
<b>❖ ALAMEDA COUNTY FAIR</b>	<u>2023</u>	<u>2024</u>
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$50,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59 <sup>th</sup> 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 <u>(Includes \$25,000 Cal-Bred)</u>	\$75,000 Guaranteed <u>(Includes \$25,000 Cal-Bred)</u>
Pleasanton Mile Three-Year-Olds & Upward One mile 70 Yds		\$150,000 Guaranteed
<b>❖ CALIFORNIA STATE FAIR</b>		
Governor's Handicap F&M, Three Year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$50,000 Guaranteed
<b>❖ HUMBOLDT COUNTY FAIR</b>		
C.J. Hindley Humboldt County Marathon H <del>de</del> p Three Year Olds & Upwards, 1 Mile and 5 Furlongs	\$20,000 Guaranteed	\$50,000 Guaranteed
<b>❖ BIG FRESNO FAIR</b>		
Harris Farms Stakes (CAL BREDS) (Cal-Bred Golden State Series & \$25,000 Bonus CTBA) Three-year olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Bulldog H <del>de</del> p, 27 <sup>th</sup> Running Three-Year Olds & Upward, One & 1/8 Miles	\$75,000 Guaranteed	\$50,000 Guaranteed

## ATTACHMENT C PURSE SCHEDULE

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

**ATTACHMENT D  
AUXILIARY TRAINING FACILITIES**

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

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

Stalls at auxiliary training facilities will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction, but may be adjusted by the Stabling & Vanning Committee.

CARF acknowledges it is its responsibility to have every trainer utilizing one or more stalls at Sacramento during the term of the auxiliary stabling. All trainers will sign a stabling agreement requiring such trainer to fully comply with.

**ATTACHMENT E**  
**NORTHERN CALIFORNIA STABLING AGREEMENT**

N/A

**ATTACHMENT F**  
**SCHEDULE OF APPROVED SIMULCAST RACES**

To be provided.

**ATTACHMENT G**  
**SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING (“ADW”) RACES**

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

**ATTACHMENT H  
FIRE AND DISASTER INSURANCE POLICY**

To be provided.

## **ATTACHMENT I Benchmarks**

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

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

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

### **Revised September 2024 Race Days**

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

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

### **Golden State Racing Benchmarks**

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

If applicable, and contingent on 2024 benchmarks being satisfied:

### **2025 CARF/Golden State Racing Benchmarks**

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



2024

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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# 2024 RACE MEET AGREEMENT

## CALIFORNIA AUTHORITY OF RACING FAIRS

THIS AGREEMENT is entered into by and between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A, herein referred to as "TRACK" or unless otherwise specifically designated, and the CALIFORNIA THOROUGHBRED TRAINERS, Inc., a California Corporation, hereinafter referred to as "CTT."

### RECITALS

WHEREAS, TRACK is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the Business and Professions Code of the State of California; and

WHEREAS, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4 of the Administrative Code of the State of California, Rules 2040, through 2043; and

WHEREAS, TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

WHEREAS, TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF") and CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7, of Title 1. CARF has been designated by its member Tracks to represent, negotiate and contract on their behalf with CTT for the matters specified in this agreement. Tracks, and each of them, warrant and represent that it has authorized CARF to enter into this agreement, and this agreement shall be binding upon TRACK, its members, agents, employees, and officials during the term of this agreement.

WHEREAS, TRACK and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetracks, the backstretch and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

## AGREEMENT

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

### I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 14, 2024 through October 14, 2024, which meets are hereinafter referred to as the "2024 Meets" excluding the Santa Rosa meet.

### II. PURSE PROJECTIONS

During the 2024 Meets, should TRACK foresee an increase or reduction in purses, TRACK will make its best efforts to inform CTT of any pending change as soon as reasonably possible.

### III. CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2024 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

TRACK shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this section. TRACK acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

#### IV. CONDITION BOOK

TRACK agrees to submit the proposed first Condition Book to CTT at its principal office in Arcadia its camera-ready draft of the proposed first Condition Book at least forty-eight hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable CTT to review and suggest changes to the same.

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2024 Meets available to horsemen at least 10 days prior to opening day.

TRACK will make available Condition Books to horsemen at least five (5) calendar days prior to the first race provided for in the Condition Book.

#### V. STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes but is not limited to video surveillance) with respect to stalls and appurtenant facilities provided by TRACK other than living quarters.

"TRACK specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

"TRACK may, in its discretion, establish rules, regulations, and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

"The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

"TRACK will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

“Notwithstanding anything to the contrary herein, TRACK may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. TRACK agrees to notify CTT within 24 hours of any such entries.”

## VI. STALL ASSIGNMENTS

6.1 TRACK shall provide stalls for thoroughbred horses at each Track in an amount less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

6.2 TRACK shall provide such auxiliary training facilities as are required by it to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree.

6.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on horsemen receiving Stall Applications timely, horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven (7) days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate against any trainer and will apply the standards as set out below. Stall Applications shall comport with all prevailing law and any relevant covenants or agreements between the associations and trainers' organization.

(b) If any trainer asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the trainer so claiming shall submit his or her claim to CTT, and if CTT find the claim meritorious, may represent the trainer and present such grievance to TRACK and, if appropriate, to the CHRB. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to the dispute resolution process as stated in Section VII of this agreement.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and the California Bred Thoroughbred in allocating stall space. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race.

6.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each Track is responsible to provide a current update for accounts receivable.

6.5 (a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining its eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in TRACK's condition book or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACK's stall space within 48 hours.

6.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NOTWINC, Inc., TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights. CTT, or its authorized representative, shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at CARF and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

6.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Applications for reservations shall be mailed to TRACK not less than 22 days prior to the opening of the race meet.

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have the same in good condition at least ten (10) days prior to the commencement of its race meet; except that TRACKS who cannot comply due to prior existing contracts for horseracing shall make reasonable efforts to have their facilities ready as soon as practicable. TRACK agrees that the barn area will be open, available, and in condition for stabling at no charge to horsemen for at least three (3) days following TRACK's 2024 meet.

6.9 TRACK will maintain its racing surface in good condition for thoroughbred racing and training and agrees to promptly rectify any condition unsafe to race horses during the

meet. Golf courses controlled by TRACK shall be closed during racing operations. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

6.10 TRACK agrees to wash or otherwise clean the racing colors or “silks” of owners with horses competing in the 2024 Meets. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK’s expense, without right of reimbursement from CTT, the individual owners, and/or their trainers.

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should TRACK determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to ensure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK’s eligibility and qualification requirements.

TRACK agrees that its stalls will be ready, available, and allocated, and the main TRACK will, with respect to the 2024 Meets, be open, available, and in condition for training at no charge to horsemen not less than 10 days prior to the opening day of the 2024 Meets.

## VII.

### DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section VI and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

- (a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.
- (b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.
- (c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.
- (d) Criminal complaints alleging violations involving animal health and safety.
- (e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.
- (f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.
- (g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his

care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

#### VIII. HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2024 Meets.

#### IX. FIRST POST TIME

All Post times for the 2024 Meets must be submitted for approval of the CHRB in TRACK's initial application for license.

#### X. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

If TRACK for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of TRACK to obtain the necessary racing license from the California Horse Racing Board; and/or destruction of the racing plant of TRACK by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by TRACK hereunder shall be proportionately reduced for each day that TRACK is prevented from operating.

#### XI. ACCESSIBILITY TO TRACK

TRACK agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. TRACK further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

## XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2024 Meets, have the opportunity to procure and receive supplies, services, utilities, transportation and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

CTT acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

## XIII. CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2024 Meets. TRACK agrees also to provide two passes per trainer per day for trainers in possession of a valid CHRB license and to provide four passes for trainers with "horses in today to race". Trainers may have access to Horsemen's shuttle or tram provided by TRACK at any time that shuttle or tram is operating.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees' Pension Administrative Committee and Edwin J. Gregson Foundation Board, VIP or "official" credentials for the 2024 Meets, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, up to a maximum of five (5), shall receive an "official" pin.

## XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2024 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

It is the intent of TRACK and CTT that the main track will be maintained by TRACK and be available for training six (6) days a week on each day horses are stabled at TRACK (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT).

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main track during the 2024 Meets and while the main track is open for training preceding and following the 2024 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that TRACK will use reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the TRACK shall not be liable for the presence of rocks.

TRACK shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. TRACK shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. TRACK shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with TRACK and/or trainer in addressing the issue. TRACK reserves all rights against an offending trainer in connection with any fine levied against TRACK by a governmental entity for the improper storage of feed.

TRACK agrees, on each day horses are stabled at TRACK to have available during all training hours a fully manned, licensed and operable ambulance for injured horses. TRACK agrees to maintain and keep clean the ambulance throughout the duration of the Meet. On all days horses are stabled at TRACK, TRACK shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for injured persons, in each

case including a driver and at all times in compliance with any rule, regulation or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol.

TRACK agrees, while horses are stabled at TRACK during its 2024 Meets, to have a manned, operating starting gate for training on the main TRACK.

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

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

#### XV. BACKSTRETCH CAFETERIA

During the 2024 Meets, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

#### XVI. TRAINERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a trainer, TRACK shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

#### XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall

receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

#### XVIII. CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the TRACK is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

#### XIX. TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2024 Meets and shall not participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

#### XX. MUTUALITY

TRACK and CTT represent to each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each party will cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of the high standards of fairness, inclusion, communication, and honesty.

TRACK will notify and consult the CTT, and, whenever reasonable and possible, obtain the consent and approval of the CTT, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, stall applications and applicants, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to CTT TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

#### XXI. DEFAULT

The respective covenants herein contained are concurrent, and, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

#### XXII. EXCHANGE WAGERING

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

#### XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2024 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK or the California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S

or the California Horse Racing Board's possession, custody, or control. TRACK and CTT mutually agree to grant authorization to each other to obtain and have released any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, each other, or other entity or party. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2024 Meets.

#### XXIV. MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

23.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

23.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This agreement may be modified or amended by a writing signed by all parties.

23.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

23.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

23.6 Inconsistent Language: When the language of the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Race Meet Agreement, the language in the Race Meet Agreement shall control.

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

(a) If to TRACK, at its address set for in Attachment "A," "Attention Fair Manager: with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95815.

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

23.8 TRACK's Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACK's premises and the conduct of the race meets is the sole prerogative of TRACK.

## XXV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

## XXVI. MODIFICATIONS

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

## XXVII. RESERVATION OF RIGHTS

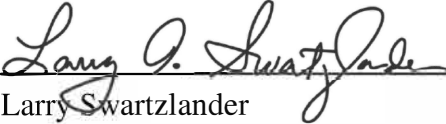
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims, or privileges at any time whether during or after the term of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

4/8/24

Dated:




Larry Swartzlander  
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

April 5, 2024

Dated:



Alar F. Balch  
Executive Director

**ATTACHMENT A**

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

**2024  
RACING AGREEMENT**

**BETWEEN**

**CALIFORNIA AUTHORITY OF RACING FAIRS  
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)  
AND**

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

## AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment “A” (hereafter “TRACK”), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter “PCQHRA”).

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS’ race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2024. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

(b) TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

(c) TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix “A”, its member’s agents, employees and officials during the term of the Agreement.

(d) PCQHRA is a horsemen’s organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

(e) PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse

owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(f) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, and Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owners' premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than \$5,000 such amount shall be carried over to the following year.

(a) If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse

increases for the 2024 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

(b) If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

11. In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before 30 April, 2024, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

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

(a) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(b) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew. Pleasanton is open 1 June, 2024 for free stabling.

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

(d) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(e) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

13. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

14. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in 2017 or as retro-active money. In addition, TRACK will not pay a starter fee or out of state ship in fee. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starters in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The 2024 Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

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

17. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.


18. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

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

PACIFIC COAST QUARTER HORSE  
RACING ASSOCIATION, INC.

CALIFORNIA AUTHORITY  
OF RACING FAIRS

BY: 

BY: 

Dino Perez, PCQHRA

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

Address:  
PO Box 919  
Los Alamitos, CA 90720

Address:  
California Authority of Racing Fairs  
1776 Tribute Road, Suite 150  
Sacramento, CA 95815

## APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Tom Martinez CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Moirra Kenny CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Christina Estrada Interim CEO	1121 Chance Avenue Fresno, CA 93702 559-650-3081

**APPENDIX “B”**  
**2024 QUARTER HORSE STAKES SCHEDULE**

**Alameda County Fair**

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

**California State Fair**

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

**Humboldt County Fair**

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

**Big Fresno Fair**

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

- 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 A. Swartzlander*  
 \_\_\_\_\_  
 Signature

Larry A. Swartzlander

Director of Racing

7-16-24

Print Name

Print Title

Date



*a California joint powers agency*

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

March 13, 2024

The following matters are agreed to as of March 13, 2024 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT) and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2024 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 14, 2024 and continue through October 14, 2024.
2. CARF Furosemide Protocol. Exhibit A.
3. Medication Administration Protocol. Exhibit B.
4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.
5. Protocol Prior to Medication Administration. Exhibit D.
6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California

By: William A. Nader

Name: William A. Nader

Title: President & CEO

California Thoroughbred Trainers

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

California Authority of Racing Fairs

By: Larry A. Swartzlander

Name: Larry A. Swartzlander

Title: Executive Director

## **Exhibit A**

### **CARF Member Fairs Furosemide Protocol**

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.
2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.
3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.
4. Furosemide is the only authorized race day medication at a single IV dose between 150 mg-250 mg (3 cc to 5 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.
5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.
6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race at CARF Member Fairs shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

11. No furosemide will be administered to any two-year-olds.

12. No furosemide will be administered to any entrant in a stakes race.

## **Exhibit B**

### **Medication Administration Protocol**

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
  - a. All furosemide eligible horses are assigned to a veterinarian or technician.
  - b. Only one furosemide veterinarian or technician is assigned to each horse.
  - c. Furosemide ineligible horses are not assigned for furosemide treatment.
  - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary- client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians or technicians are not to administer furosemide after the 4- hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
  - a. The furosemide veterinarian, or technician, shall:
    - i. Advise the attendant that he/she is present to administer furosemide and states the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordination shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions.

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity if the lip tattoo. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**\*\*If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.**

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician if applicable, assist in identifying the horse through microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement.

**\*\*In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide, shall attend the horse until the arrival of the owner's veterinarian.**

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administered race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

- i. Name of horse.
- ii. Name of trainer.
- iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

## **Exhibit C**

### **Race Day Furosemide Administration by CARF Member Fairs Furosemide Veterinarians**

Each racing day veterinarians responsible for medication administration shall perform an inventory of their kit and restock as necessary. The kit shall contain:

1. Salix
2. Epinephrine
3. 5/6cc syringes with 20G X 1 ½" needles
4. 10/12cc syringes with 20G X 1 ½" needles
5. 190 X 1 ½" silicone-free needles
6. Sharpie pens (fine point)
7. Highlighters
8. Small flashlight or penlight
9. Biohazard/Evidence bag
10. Colored tags & tape
11. Form CHRB- 36 Bleeder Treatments Report (See appendix XX)
12. Disposable exam gloves

## **Exhibit D**

### **Protocol Prior to Medication Administration**

#### Furosemide Coordinator Duties:

1. Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary.
2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.
3. Complete CHRB-36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list.
4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race.
5. Download the Horse Identification Program PDF file from Incompass website as follows:
  - a. <https://trkmrg.com>
  - b. Click on Track Manager login.
  - c. Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval.
  - d. Select Menu/ Program/ Reports/ Horse Identification.
  - e. Enter race date via calendar icon.
  - f. Verify all Print boxes contain checks.
  - g. Click "View/ Print".
  - h. Print report, single-sided, letter sized (8.5X11") paper.
6. Annotate the Master Horse Identification Program by:
  - a. Writing the post time for each race to the LEFT of center on each page.
  - b. Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page.

- c. For races spanning more than one page, prominently writing **FLIP OVER** on the **BOTTOM RIGHT** of the first page for that race.
- d. Crossing out scratched horses.
  
- e. Logging Barn (and Stall number if known) in the left margin by each horses' name. This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary / Stall Person / Receiving Barn Manager.
  
- f. Recording Salix eligibility changes.
  
- g. Writing **NO SALIX** over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

## **Exhibit E**

### **Staffing Requirements for CARF Member Fair Lasix Program**

1. CARF Member Fairs will provide staffing for the administration of furosemide as follows:
  - a. One furosemide coordinator
  - b. One furosemide technician per veterinarian administering Lasix
  - c. One to Two Pre-Approved Veterinarians
    - i. Dependent on race day entries
  
2. The Fitness Veterinarian will provide Lasix administration services with the aid of a technician for any race card that has 49 or less horses requiring Lasix.
  - a. If a race card has more than 50 horses requiring the administration of Lasix, a second pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1433, APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING; RULE 1440, APPROVAL OF CONCESSIONAIRES; RULE 1440.5, LICENSING OF CONTRACTORS AND SUB-CONTRACTORS; RULE 2057, INITIAL APPLICATION AND APPROVAL OF A SIMULCAST FACILITY; RULE 2059, INITIAL APPLICATION AND APPROVAL OF A SIMULCAST ORGANIZATION; RULE 2066, APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY; RULE 2071, LICENSE TO CONDUCT ADVANCE DEPOSIT WAGERING BY A CALIFORNIA APPLICANT; AND RULE 2072, APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING BY AN OUT-OF-STATE APPLICANT, TO UPDATE APPLICATIONS USED BY VARIOUS ENTITIES FOR APPROVALS AND LICENSES ISSUED BY THE BOARD

Board Meeting  
August 15, 2024

ISSUE:

The applications used by the various entities involved in horse racing and pari-mutuel wagering to obtain the necessary approvals and licenses issued by the California Horse Racing Board (Board) require updating and revision, either to incorporate regulatory provisions, better reflect the actual processes pertaining to statutory requirements, or correct technical errors and provide for clarity. Additionally, the rules governing these applications require amendment to account for the actual timelines involved in the processing of these applications, as well to implement the revised versions of these applications, which are incorporated by reference.

BACKGROUND:

Business and Professions Code (BPC) section 19420 provides that 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, is vested in the Board. BPC section 19440 provides, in part, that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law and that responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses; adopting rules and regulations for the protection of the public and the control of horse racing and parimutuel wagering; and licensing of each racing association and all persons, other than the public at large, who participate in a horse racing meeting with parimutuel wagering. BPC section 19590 provides, in part, that the Board shall adopt rules governing, permitting, and regulating parimutuel wagering on horse races. BPC section 19605.25 provides, in part, that the Board may approve an additional 15 minisatellite wagering sites in each zone and, in adopting regulations to implement this section, shall minimize the expense to both the operator of the minisatellite facility and the host racetrack.

The various rules and applications pertaining to the entities involved in horse racing and pari-mutuel wagering were implemented across a wide timespan. For example, the rule governing simulcast wagering facilities became operative in 1988, and the application incorporated therein was last revised in 1991. Meanwhile, the rule governing minisatellite wagering facilities went into effect in 2009, with the associated application being last updated in 2022. Not surprisingly, notable inconsistencies exist in certain common provisions, such as the number of days within which the Board must notify an applicant of deficiencies contained in an application. Such provisions reflect the conditions that existed when they were implemented. In the case of the race meet applications, a provision requiring a horse ambulance during racing and training was omitted. Meanwhile, another provision shared among the applications requires the Board to approve or deny an application within 90 days of receipt. This can be problematic, as was recently illustrated when an applicant provided an application and supporting documentation but refused to pay the required application fee. Nevertheless, the Board packages for the application had to be prepared, along with a staff analysis, so that the Board could formally hear the matter and take action on it, only to deny it by default. These examples illustrate the need for revisions to the aforementioned rules and applications.

#### ANALYSIS:

The proposed regulatory action would amend Board Rule 1433, Application for License to Conduct a Horse Racing Meeting, to implement the proposed revisions to the Application for License to Conduct a Horse Racing Meeting, CHRB-17, and Application to Conduct a Horse Racing Meeting by a California Fair, CHRB-18, which are incorporated by reference. The proposed revisions to forms CHRB-17 and CHRB-18 would incorporate the requirement that an association or fair provide horse ambulance services during racing and training, which is set forth in subsection (b) of Board Rule 1468, Ambulance Service. The proposed amendment would also update the reference to the Personal History Record, CHRB-25A, which is incorporated by reference, to reflect the proposed revised version of the Personal History Record, which will be described below.

The proposed amendment to Board Rule 1440, Approval of Concessionaires, would clarify the renewal process and the term of the approval and eliminate the reference to the Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire, CHRB-87, which is currently incorporated by reference. Instead, the rule would be amended to incorporate by reference the proposed revisions to CHRB-87, including changing the form title to Application for Approval as a Concessionaire. The proposed revisions to form CHRB-87 would retain all content pertaining to the concessionaire approval. However, the proposed revisions would incorporate formatting to provide for ease of electronic submission and to meet accessibility requirements. The proposed revisions to CHRB-87 will also help avoid confusion, as concessionaires and contractors must meet different requirements and, accordingly, should complete separate applications.

The proposed amendment to Board Rule 1440.5, Licensing of Contractors and Sub-contractors, would clarify the license term and renewal process; expand the review period, during which the Board must determine all application deficiencies and notify the applicant, from 14 to 30 days to account for staff workload and for consistency with other applications; set a one-year time limit for the completion of an application; and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendment would also eliminate the reference to the Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire, CHRB-87, which is currently incorporated by reference. Instead, the rule would be amended to incorporate by reference the proposed new Application for License as a Contractor or Sub-contractor, CHRB-86. The proposed form CHRB-86 would retain all content from the form CHRB-87 pertaining to the contractor license. However, the CHRB-86 would be formatted to provide for ease of electronic submission and to meet accessibility requirements. The CHRB-86 will help avoid confusion, as contractors and concessionaires must meet different requirements and, accordingly, should complete separate applications.

The proposed amendment to Board Rule 2057, Initial Application and Approval of a Simulcast Facility, would expand the review period, during which the Board must determine all application deficiencies and notify the applicant, from 14 to 30 days to account for staff workload and for consistency with other applications; set a one-year time limit for the completion of an application; require the Board to approve or deny an application within 60 days of it being deemed complete; stipulate that, subsequent to the issuance of a license pursuant to the rule, changes to information in the application will be permitted by order of the Board or Board approval of a written request from the applicant; establish a five-year license term; and institute a nonrefundable \$500 application fee to cover the Board's administrative costs for processing, review, investigation, and other tasks related to the application. The proposed amendment would also update the reference to the Personal History Record, CHRB-25A, which is incorporated by reference, to reflect the proposed revised version of the Personal History Record. Additionally, the proposed amendment would update the references to the Application for Authorization to Operate a Simulcast Wagering Facility, CHRB-25, to incorporate the proposed revised version of the application. The proposed revised application would provide notice to the applicant of a five-year license term; include instructions for the full disclosure statement, which is currently required for certain applicants; reformat the application to provide for ease of electronic submission and meet accessibility requirements; and add language requesting a check for the \$500 application fee.

The proposed amendment to Board Rule 2059, Initial Application and Approval of a Simulcast Organization, would expand the review period, during which the Board must determine all application deficiencies and notify the applicant, from 14 to 30 days to account for staff workload and for consistency with other applications; set a one-year time limit for the completion of an application; and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendment would also update the reference to the Application for Approval to Operate a Simulcast

Organization, CHRB-34, which is incorporated by reference, to implement the proposed revised version of the application. The proposed revised application is formatted to allow for ease of electronic submission, to meet accessibility requirements, and for consistency with other applications.

The proposed amendment to Board Rule 2066, Application for License to Operate a Minisatellite Wagering Facility, would set a one-year time limit for the completion of an application and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendment would also update the reference to the Personal History Record, CHRB-25A, which is incorporated by reference, to implement the proposed revised version of the Personal History Record.

The proposed amendments to Board Rule 2071, License to Conduct Advance Deposit Wagering by a California Applicant, and Board Rule 2072, Approval to Conduct Advance Deposit Wagering by an Out-of-State Applicant, would set a one-year time limit for the completion of an application and require the Board to approve or deny an application within 60 days of it being deemed complete. The proposed amendments would also update the references to the Application for License to Conduct Advance Deposit Wagering, CHRB-132, and the Application For Approval to Conduct Advance Deposit Wagering, CHRB-133, which are incorporated by reference into Board Rule 2071 and Board Rule 2072, respectively, to implement the proposed revised versions of the applications. The proposed revised applications will eliminate the language asking for the agreement that allows the applicant to accept wagers on races conducted by a particular racing association or fair, along with the appropriate horsemen's approval, and replace it with language requesting the hub agreement with the racing association or fair and/or the appropriate horsemen's organization that allows the applicant to accept wagers from California residents on races conducted outside of California for a particular breed. This is necessary, as the association or fair is responsible for submitting the former agreement with its race meet application, whereas the applicant must submit the latter agreement as part of its advance deposit wagering application.

The proposed revision to the Personal History Record, CHRB-25A, would update the form for consistency with the personal history statements currently used by the Board's enforcement division to obtain the information necessary to conduct its background investigations.

The proposed regulatory action would also make non-substantive technical edits to the aforementioned rules and applications.

#### **UPDATE:**

The originally proposed text was noticed to the public on January 19, 2024, and the 45-day comment period ended on March 4, 2024. No public comments were received during the 45-day comment period, and no public hearing was requested. The final rulemaking package was submitted to the Office of Administrative Law (OAL) on March 6, 2024. OAL informed the Board of clarity issues that required revision to the proposed regulatory text,

as well as a technical error that needed correction. The proposed addition of subsection (d) to Board Rule 1440 and proposed addition of subsections (f) and (g) to Board Rule 2057, along with the proposed amendment of subsections (a) and (a)(11) of Board Rule 2057, have been modified to address these issues. Notably, the proposed \$500 application fee in Board Rule 2057 was removed for consistency with the other horse racing industry entity licensing applications. Only the Application for License to Operate a Minisatellite Wagering Facility, CHRB-228, which is incorporated by reference in Board Rule 2066, requires a \$500 application fee. However, the \$500 fee for the CHRB-228 was instituted to deter the filing of frivolous applications, not to recoup administrative costs. Additionally, the Board has made further changes to the forms CHRB-17 and CHRB-18. The forms CHRB-17 and CHRB-18 have been modified to revise the purse distribution information required, and to require purse account information, under the Purse Program section. These changes will provide for better understanding of the purse program data and aid in decision-making.

A copy of the full text of the regulations with the proposed changes indicated is attached. Additions to the originally proposed text appear in double underline, and deletions are shown in ~~double strikethrough~~.

#### RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 3. RACING ASSOCIATION  
PROPOSED AMENDMENT OF BOARD RULE 1433,  
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING

1433. Application for License to Conduct a Horse Racing Meeting.

(a) Unless the Board requires an earlier filing, at least 90 days before the time allocated by the Board for a race meeting to start, the association shall file with the Board an Application for License to Conduct a Horse Racing Meeting, CHRB-17 (Rev. ~~7/21/23~~7/23/23), which is hereby incorporated by reference. Note: CHRB-17 incorporates by reference, the Personal History Record, CHRB-25A (Rev. ~~11/08/23~~11/23/23). A California fair shall file with the Board an Application for License to Conduct a Horse Racing Meeting of a California Fair, CHRB-18 (Rev. ~~7/21/23~~7/23/23), which is hereby incorporated by reference. Copies of CHRB-17 and CHRB-18 may be obtained at the California Horse Racing Board headquarters office.

Authority: Sections 19420 and 19440,  
Business and Professions Code.

Reference: Sections 19480, 19481, 19481.3 and 19562,  
Business and Professions Code.

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD  
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING  
CHRB-17 (Rev ~~7/21~~3/23)

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:
- B. Breed of horse: Thoroughbred  Quarter Horse  Harness
- C. Racetrack name:
- 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.
- 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:

- B. Actual dates racing will be held:
- C. Total number of days or nights of racing:
- D. Days or nights of the week races will be held:  
 Wednesday – Sunday       Tuesday – Saturday       Other (specify)
- E. Number of days or nights of racing per week:

**3. RACING PROGRAM**

- A. Total number of races:
- B. Number of races for each day or night:
- C. Total number of stakes races:
- 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).
  - 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.
- 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.

**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 Ownership.
- C. CORPORATION
1. Registered name of the corporation:
  2. State where incorporated:
  3. Registry or file number for the corporation:
  4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
  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:
  6. Number of outstanding shares in the corporation:
  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:
  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.
    - 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.
  - 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:
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):

**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: %

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

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

- A. Purse distribution:

1. All overnight races ~~other than~~ including overnight stakes:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

2. ~~Overnight~~ Graded or Listed stakes:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

3. ~~Non-overnight~~ California-bred stakes:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

Average Daily Purses (7A4 ÷ number of race days)

Current meet estimate:

Prior meet actual:

B. ~~California-bred Stakes Races~~ Purse Account Information:

~~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:~~

1. Amount in Purse Account at close of last meet (after purses paid):

2. Last 5 completed meets' actual overpayment/underpayment (most recent = 1):

<u>Meet</u>	<u>Start Month/Year</u>	<u>\$Amount</u>	<u>Over/Under?</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			
<u>5</u>			

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:

- 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:
- I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting:

**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:
- B. Minimum number of stalls believed necessary for the meeting:
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- 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):
- 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 on-site during training hours, workouts, and racing for the association and auxiliary sites:

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).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1		
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program.
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool:
- D. List any options requested with regard to exotic wagering.
- E. Will "advance" or "early bird" wagering be offered? Yes  No   
If yes, when will such wagering begin? Specify days and time for "early bird" wagering.

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract:
- G. List below the takeout percentage for each type of wager identified in 10.A.

**TAKEOUT PERCENTAGE**  
(Example) PNP5-14%

- Race #1
- 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.
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts been approved by the respective horsemen’s groups?  
 Yes  No   
 If yes, attach a copy of the approval. If no, explain the status of the approval.

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

## 12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering:
- 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:
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal:
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

### THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

- 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

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

**HARNESS SIMULCAST RACES TO BE IMPORTED**

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

- 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

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

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

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

### 13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association:
- B. Names and addresses of the trustees or directors of the distributing agent:
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)?      Yes

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

### 14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
  - Association Veterinarian(s)
  - Clerk of Scales
  - Clerk of the Course
  - Film Specialist
  - Horse Identifier
  - Horseshoe Inspector
  - Paddock Judge
  - Patrol Judges
  - Placing Judges
  - Starter
  - Timer
- B. Management officials in the racing department:
  - Director of Racing
  - Racing Secretary
  - Assistant Racing Secretary
  - Paymaster of Purses
  - 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:

- 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:
- 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.
- 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:

## 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.
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis:
  - 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:
    - b. Plan for enhanced surveillance for trainers with high-test results:
    - c. Plan for detention stalls for repeat offenders:
    - d. Number of security personnel assigned to the TCO2 program:
- C. Describe the electronic security system.
  - 1. Location and number of video surveillance cameras for the detention stall and stable gate:
- D. For night racing associations: Describe emergency lighting system.

## 16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of ~~the~~each human and horse ambulance service to be used during workouts and during racing:
  - 1. Attach a certification from ~~the~~each human 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~~each ambulance service to be used during workouts at auxiliary sites:
  - 1. Attach a certification from ~~the~~each 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.
- 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:
- 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):
- 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):
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any

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

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

## 17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

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:  
Promotional/Marketing budget for prior race meeting:
- 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

**19. SCHEDULE OF CHARGES**

- A. List proposed charges. Note any changes from the previous year.
- 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.
- C. Describe any "package" plans, such as combined parking, admission, and program.

**20. JOCKEYS/DRIVERS' QUARTERS**

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Corners (lockers and cubicles) | How many  |   |
| <input type="checkbox"/> Showers                        | <input type="checkbox"/> Steam room, sauna, or steam cabinets | <input type="checkbox"/> Lounge area              |
| <input type="checkbox"/> Masseur                        | <input type="checkbox"/> Food/beverage service                | <input type="checkbox"/> Certified platform scale |
- B. Describe the quarters to be used for female jockeys/drivers.

**21. 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:
- C. Number of restrooms available on the backstretch of the racetrack:
- D. Estimated ratio of restroom facilities to the number of backstretch personnel:

**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: 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:  
The percent of cross slope in the center of the turns is:
- 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.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:
- 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):
- 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):

- 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):

**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

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Signature

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Print Name

Print Title

Date

## **ADDENDUM**

### **Background and Ownership Information**

**FULL DISCLOSURE:** By authority of sections 19440 and 19480 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in order to allow an evaluation of the competency, integrity, and character of potential racetrack operator, contractor, subcontractor and concessionaire licensees of the California Horse Racing Board (CHRB), any applicant for such a license shall comply with the provisions set forth below. Where applicable, supply the requested information and submit with your application documents. (If necessary, attach additional pages showing the corresponding numbers for the questions you are answering.) If a question does not apply to you, so state with "N/A".

**NOTE:** All information contained in this Addendum may be disclosed pursuant to the California Public Records Act.

#### **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% or more:
  - 1. Full name and any previous names or aliases;
  - 2. date of birth;
  - 3. physical description;
  - 4. business address and telephone number; and
  - 5. disclosure of employment, education and military history for the past 20 years or since the age of 18.
  
- B. **PERSONAL HISTORY** - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in Addendum Section I.A.
  
- C. **RELATIONSHIP** - The application documents must state, for each individual providing information under Addendum Section I.A., whether the individual is related to a member or an employee of the CHRB. A half-relationship or step-relationship is considered to be a familial relationship.
  
- D. **CORPORATIONS** - If the applicant is a corporation, the application documents must state:
  - 1. The state in which the applicant is incorporated; and
  - 2. name and address of the applicant's agent for service of process in California.
  
- E. **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.
  
- F. **PENDING LEGAL PROCEEDINGS** - An applicant for a license to operate a racetrack must describe any pending legal proceedings of \$250,000 or more:

1. To which the applicant, a director, officer, or partner of the applicant, or an individual who owns an interest in the applicant of 5% or more is a party; or
2. that involves property owned by the applicant, a director, officer, or partner of the applicant, an individual who owns an interest in the applicant of 5% or more, or a related entity identified under Addendum Section I.
3. Applicant must state the name of the court or agency before which the proceeding is or was pending, the case number, date the proceeding was instituted, and the names of the principal parties to the proceeding.

## **II. OWNERSHIP**

### **A. IDENTIFICATION AND LOCATION - The application documents must include:**

1. All names used by the applicant; and
2. name of the agent and the address and telephone number of the office of the applicant for service of process in California.

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

### **C. ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the CHRB, the application documents must state:**

1. Name of each individual who was an organizer or promoter of the applicant;
2. nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
3. 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. Statement of when and in what state the corporation was organized;
  - b. certified copy of the articles of incorporation and bylaws of the applicant;
  - c. 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 CHRB; and
  - d. 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. Certified copy of each organizational document for the applicant, including any partnership agreement; and
  - b. description of any oral agreements involving the organization of the partnership.

#### E. CAPITOL STOCK

1. If the applicant is authorized to issue capital stock, the application documents must state the classes of stock authorized and the total shares of each class authorized.
2. For each class of stock, applicant must also state:
  - a. Par value, if any;
  - b. voting rights;
  - c. current rate of dividend; and
  - d. number of shares outstanding and the market value of each share.
3. Application documents must list the name and address of each person who owns, of record or beneficially, at least 5% 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. Application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state:
  - a. Name and address of each stockholder participating in the trust or agreement;
  - b. class of stock involved; and total number of shares held by the trust or agreement.

#### F. DIRECTORS, OFFICERS, AND PARTNERS

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 CHRB, as a director, officer, or partner of the applicant. The list must state for each individual:
  - a. Name and business address;
  - b. each position or office of the applicant held by the individual;
  - c. principal occupation during the five-year period preceding the date on which the application documents are submitted to the CHRB; and
  - d. nature and extent of any ownership interest in the applicant.
2. Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under Addendum Section II.F.1.

#### G. CONTROLLING ENTITY

1. 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 nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by Addendum Section II.G.1., as it relates to the nonindividual entity.
3. Application documents must include information required by Addendum Section II.G.2., for each nonindividual 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 - Application documents must state whether the applicant or a director, officer, or partner of the applicant
1. Ever held an ownership interest in a licensee of the CHRB; or is currently engaged in the business of racing in another state.

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD  
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A  
CALIFORNIA FAIR  
CHRB-18 (Rev. 7/213/23)

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:
- 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.

**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:
- B. Actual dates racing will be held:
- C. Dates racing will NOT be held:
- D. Total number of racing days:
- E. Days of the week races will be held:  
 Wednesday – Sunday                       Tuesday – Saturday                       Other (specify)

**3. RACING PROGRAM**

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

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred							
Other Breeds							
Total							

D. Total number of stakes races by breed:

Thoroughbreds	Quarter Horses	Appaloosas
Arabians	Paints	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:

**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:

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program:

- 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:
  
- 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).

**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

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

A. Purse distribution:

1. All overnight races ~~other than~~ including overnight stakes:

Current meet estimate:

Prior meet actual:

Average Daily Purse ( $7A1 \div$  number of days):

Current meet estimate:

Prior meet actual:

2. ~~Overnight~~ Graded or Listed stakes:

Current meet estimate:

Prior meet actual:

Average Daily Purse ( $7A2 \div$  number of days):

Current meet estimate:

Prior meet actual:

3. ~~Non-overnight~~ California-bred stakes:

Current meet estimate:

Prior meet actual:

Average Daily Purse ( $7A3 \div$  number of days):

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

Average Daily Purses ( $7A4 \div$  number of race days)

Current meet estimate:

Prior meet actual:

B. Purse Account Information:

1. Amount in Purse Account at close of last meet (after purses paid):

2. Last 5 completed meets' actual overpayment/underpayment (most recent = 1):

<u>Meet</u>	<u>Start Month/Year</u>	<u>\$Amount</u>	<u>Over/Under?</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			
<u>5</u>			

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

CTT

TOC

NTRA

PCQHRA

CWRA

ARAC

AMRA

CHBPAPEN

CTHF

Total:

Total:

DE. 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:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

EF. 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 (7E ÷ number of days):

Current meet estimate:

Prior meet actual:

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

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

GH. Bank and account number for the Paymaster of Purses' purse account:

HI. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting:

**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:
- B. Minimum number of stalls believed necessary for the meeting:
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:

- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- 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:
  - 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).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>	<b>CARF WAGERING FORMAT</b>	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #1			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #2			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #3			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #4			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #5			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #6			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #7			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #8			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #9			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #10			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #11			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #12			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #13			<input type="checkbox"/> Yes	<input type="checkbox"/> No

- C. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program.
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool:
- E. List any options requested with regard to exotic wagering.
- 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:
- H. List below the takeout percentage for each type of wager identified in 10.B.:

**TAKEOUT PERCENTAGE**  
(Example) PNP5-14%

- Race #1
- Race #2
- Race #3
- Race #4
- Race #5
- Race #6

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

## 11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting.
- 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:
- 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:
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those

of the fair:

- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal:
- 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
--------------------	------------	---

- 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
--------------------	----------------	------------	--------------------------------

- 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)
  - Clerk of Scales
  - Clerk of the Course
  - Film Specialist
  - Horse Identifier
  - Horseshoe Inspector
  - Paddock Judge
  - Patrol Judges
  - Placing Judges
  - Starter
  - Timer
  
- B. Management officials in the racing department:
  - Director of Racing
  - Racing Secretary
  - Assistant Racing Secretary
  - Paymaster of Purses
  - 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:
  
- 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:
  
- 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.
  
- 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:

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

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.
    - b. Plan for enhanced surveillance for trainers with high-test results:
    - c. Plan for detention stalls for repeat offenders:
    - d. Number of security personnel assigned to the TCO2 program:
- C. Describe the electronic security system.
1. Location and number of video surveillance cameras for the detention stall and stable gate:

## 15. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of ~~the~~each human and horse ambulance service to be used during workouts and during racing:
  1. Attach a certification from ~~the~~each human 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~~each ambulance service to be used during workouts at auxiliary sites:
  1. Attach a certification from ~~the~~each 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.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
- 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:

- 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):
- 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):
- 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:  
Promotional/Marketing budget for prior race meeting:
- 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)
  - Admission (clubhouse)
  - Reserved seating (general)
  - Reserved seating (clubhouse)
  - Parking (general)
  - Parking (preferred)
  - Parking (valet)
  - Programs (on-track)
  - (off-track)
- B. Describe any "Season Boxes" or other special accommodation fees.
- 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
- 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.

## **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:

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

D. Estimated ratio of restrooms to the number of backstretch personnel:

## **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: 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:  
The percent of cross slope in the center of the turns is:

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.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:

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):
- 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):
- 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):

**NOTICE TO APPLICANT:** Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

**23. CERTIFICATION BY APPLICANT**

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 3. RACING ASSOCIATION  
PROPOSED AMENDMENT OF RULE 1440,  
APPROVAL OF CONCESSIONAIRES

Rule 1440. Approval of Concessionaires.

(a) No guest association, as defined in Article 24, Rule 2056(h) in this Division, or racing association or person licensed by the Board to conduct a horseracing meeting shall engage, contract with, or permit any person or entity to act as a concessionaire for the purpose of providing service to the association in the form of food and beverage service, janitorial service, or racing selection service unless such person or entity providing such service has been approved by the Board.

(b) In order to ~~be approved~~apply for approval, a person or entity who contracts to act as a concessionaire shall submit to the Board ~~CHRB-87 (Rev. 5/97) Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire~~an Application for Approval as a Concessionaire, CHRB-80 (New 02/23), which is hereby incorporated by reference. ~~The completed CHRB-87 shall accompany CHRB-17 Application for License to Conduct a Horseracing Meeting or CHRB-18 Application For License to Conduct a Horseracing Meeting of a California Fair.~~

(c) The initial approval term shall be from the date of Board approval through one year from the last day of the month of approval. Subsequent approval terms shall be from the first day of the month following the last day of the previous approval term, unless complete renewal documents are not received by the Board prior to that day, through one year from the last day of the previous approval.

(d) A person or entity who contracts to act as a concessionaire may apply to renew its approval by submitting to the Board a completed concessionaire renewal form, to be provided by the Board, prior to the end of its current approval. The Board may require the person or entity to submit a new Application for Approval as a Concessionaire if it is deemed that a lapse in approval or change in entity information warrants a new application. ~~shall renew the concessionaire approval, unless the concessionaire provides changes to information contained in its application that result in the application failing to meet the requirements therein.~~

Authority: Sections 19420 and 19440,  
Business and Professions Code.

Reference: Sections 19420, 19440 and 19510,  
Business and Professions Code.

**CALIFORNIA HORSE RACING BOARD**

***Application for License/Contractor or Sub-contractor  
Application for Approval/Concessionaire***

Application is hereby made to the California Horse Racing Board for a license/approval to provide goods or services 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).

**(1) Name of applicant entity:**

**(A)** Type of business:

**(B)** Mailing address:

**(C)** Telephone number:

**(D)** Fax number:

**(2) Contract/Agreement:** (Supply the following information on each contract/agreement):

**(A)** Names of racing entities with whom you have or intend to have a contract or agreement:

**(B)** Addresses of racing entities:

**(C)** Racing entities phone numbers:

**(D)** Proposed contract dates: From: \_\_\_\_\_ To: \_\_\_\_\_ (inclusive).

**(E)** Location(s) where services or goods are to be delivered:

**(F)** Describe the goods or services to be provided:

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**Attach a certified check payable to the Treasurer of the State of California in the amount of \$1,000 for a totalizator company and simulcast service supplier or \$250 for a video production, timing and photo finishing company for the required license fee. Fees are not required for approval as a concessionaire.**

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**CHRB CERTIFICATION**

Application filed on: \_\_\_\_\_ 14-day Notice Letter: \_\_\_\_\_  
Fee received by: \_\_\_\_\_ Approved on: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_ License number issued: \_\_\_\_\_

~~(3) THE CONTRACTOR/CONCESSIONAIRE~~

- ~~(A) The applicant contractor/concessionaire is a:~~  
Corporation [ ] Please complete subsections B, C, and D.  
  
Partnership [ ] Sole proprietorship [ ] Other business entity [ ]  
Please complete subsections C and D.

**All entities must fulfill the instructions for Full Disclosure Statement on Pages 4-6 of this application.**

- ~~(B) Corporation~~
- ~~(1) The registered name of the corporation:~~
  - ~~(2) State where incorporated:~~
  - ~~(3) Registry or file number for the corporation:~~
  - ~~(4) The names of all officers and directors, their respective offices, and the number of shares of the corporation held by each:~~
  - ~~(5) The names (true names if known) of all persons other than the officers and directors heretofore listed holding 5% or more of the outstanding shares in the corporation and the number of shares held by each:~~
  - ~~(6) The number of outstanding shares in the corporation:~~
  - ~~(7) Are the shares listed for public trading? YES [ ] NO [ ]  
If YES, on what exchange and how is the stock listed:~~
  - ~~(8) Give the name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation:~~
  - ~~(9) If 100% 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 the paired corporation or entity:~~

California Horse Racing Board – Application for License/Approval

~~Attach the most current annual financial statement for the corporation including balance sheet and profit and loss statement and a copy of the most recent report made to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.~~

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~~(C) MANAGEMENT AND STAFF OF THE CONTRACTOR/  
CONCESSIONAIRE~~

~~(1) The name and title of the managing officer and/or General Manager of the contractor:~~

~~(2) The names and titles of all managers and staff who are employed by the contractor or concessionaire and, who will operate, install or maintain equipment or otherwise provide service on a premises licensed by the California Horse Racing Board:~~

~~(D) THE CONTRACT/AGREEMENT~~

~~(1) Attach a copy of all contract(s)/agreement(s) covered by this application.~~

**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 contractor or concessionaire to attest to this application on its behalf.~~

Name

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
Date

**INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT**

**Background Information and Ownership**

By authority of Chapter 4, Division 8, Sections 19440 and 19480 of the California Business and Professions Code; and in order 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% 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% 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.

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### ~~(D) — INDICTMENTS OR CONVICTIONS~~

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

## ~~II. — OWNERSHIP~~

### ~~(A) — IDENTIFICATION AND LOCATION — The application documents must include:~~

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

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

### ~~(C) — ORGANIZERS — If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state:~~

- ~~(1) — The name of each individual who was an organizer or promoter of the applicant;~~
- ~~(2) — the nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and~~
- ~~(3) — the nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.~~

### ~~(D) — ORGANIZATIONAL DOCUMENTS~~

#### ~~(1) — If the applicant is a corporation, the application documents must include:~~

- ~~(a) — A statement of when and in what state the corporation was organized;~~
- ~~(b) — a certified copy of the articles of incorporation and by-laws of the applicant;~~
- ~~(c) — a statement and documentation of whether the corporation has been reorganized or reincorporated during the five year period preceding the date on which the application documents are submitted to the Board; and~~

## California Horse Racing Board – Application for License/Approval

- ~~(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% 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% 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.

California Horse Racing Board – Application for License/Approval

~~(F) — DIRECTORS, OFFICERS, AND PARTNERS~~

- ~~(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 nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection (1) of this section as it relates to the nonindividual entity.~~
- ~~(3) — The application documents must include information required by subsection (2) of this section for each nonindividual 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.~~

~~California Horse Racing Board – Application for License/Approval~~

~~(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.~~

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD (CHRB)  
**APPLICATION FOR APPROVAL AS A CONCESSIONAIRE**  
**CHRB-80 (New 02/23)**

Application is hereby made to the CHRB for an approval to provide goods or services in connection with a horseracing meeting and/or parimutuel wagering in accordance with the Business and Professions Code (BPC), Division 8, Chapter 4 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

**I. APPLICANT INFORMATION**

A. Name of applicant entity:

B. Type of business:

Food and beverage service    Janitorial Service    Racing selection service

C. Mailing address:

D. Telephone number:

E. Email address:

**II. AGREEMENTS WITH RACING ENTITIES**

A. Names of racing entities with which you have or intend to have a contract/agreement:

B. Addresses of racing entities:

C. Phone numbers of racing entities:

D. Proposed contracts dates:

E. Locations where goods or services are to be delivered:

F. Description of goods or services to be provided:

**III. BUSINESS STRUCTURE**

A. Applicant entity business structure:

Corporation

Limited liability company    Limited partnership    Sole proprietorship

Other

If corporation, continue to subsection B. Otherwise, continue to subsection C.

B. Corporation

1. Registered name of corporation:

2. State where incorporated:
3. Registry or file number:
4. Names of officers and directors, their respective titles, and number of shares of the corporation held by each:
5. Names (true names, if known) of all persons other than the officers and directors heretofore listed who hold five percent or more of the outstanding shares in the corporation and the number of shares held by each:
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading?  Yes  No  
If Yes, on which exchange, and how is the stock listed?
8. Name of custodian of list of shareholders and/or transfer agent for shareholdings of corporation:
9. If 100 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.

C. Management and Staff of Applicant Entity

1. Names and titles of all managers and staff employed by the concessionaire who will operate, install, or maintain equipment or otherwise provide service on a premises licensed by the CHRB:

D. Contracts/Agreements

1. Attach a copy of all contracts/agreements covered by this application.

**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 concessionaire to attest to this application on its behalf.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

### Background Information and Ownership

By authority of Chapter 4, Division 8, sections 19440 and 19480 of the BPC, and in order to allow an evaluation of the competence, integrity, and character of potential licensees, all concessionaires applying for Board approval, including any person, corporation, trust, association, partnership, or joint venture that submits an application for 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% or more, the following:

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 and educational and military history for the past 20 years or since the age of 18 years.

B. PERSONAL HISTORY—Application documents must include a completed Personal History Record, CHR-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% or more.

C. 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 CHR or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

D. CORPORATIONS—If the applicant is a corporation, the application documents must state the following:

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.

#### E. 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 (i.e., felony or misdemeanor).

## II. OWNERSHIP

A. IDENTIFICATION AND LOCATION—The application documents must include the following:

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

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

C. ORGANIZERS—If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state the following:

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 the following:

- a. A statement of when and in which 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 the following:

- 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, the following:
  - 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% 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% of the capital stock is held and must state the following:
  - 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

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, the following:
  - 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, CHR-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 nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection 1 of this section as it relates to the nonindividual entity.
3. The application documents must include information required by subsection 2 of this section for each nonindividual 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 any of following holds for 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.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 3. RACING ASSOCIATION  
PROPOSED AMENDMENT OF RULE 1440.5,  
LICENSING OF CONTRACTORS AND SUB-CONTRACTORS

Rule 1440.5. Licensing of Contractors and Sub-contractors.

(a) An entity acting in any of the following capacities shall procure the appropriate license by completing and submitting to the Board, ~~CHRB-87 (Rev. 5/97), Application for License/Contractor or Sub-contractor, Application for Approval/Concessionaire~~an Application for License as a Contractor or Sub-contractor, CHRB-81 (New 02/23), which is hereby incorporated by reference, at least ninety (90) calendar days before the date the entity intends to commence business at live race meetings and/or simulcast wagering facilities and pay the required fee as follows:

(1) Totalizator Company.....	\$1,000
(2) Simulcast Service Supplier.....	\$1,000
(3) Video Production Company.....	\$250
(4) Timing Company.....	\$250
(5) Photo Finish Company.....	\$250

~~(b) Every license granted by the Board under this rule shall expire on the last day of the issuance month and is renewable annually. The initial license term shall be from the date of Board approval through one year from the last day of the issuance month. Renewal license terms shall be from the first day of the month following the last day of the previous license term through one year from the last day of the previous license term, unless complete renewal documents are not submitted in a timely fashion.~~

~~(1) An entity acting as a contractor or sub-contractor pursuant to subsection (a) of this section may apply to renew its license by submitting to the Board a completed contractor renewal form, to be provided by the Board, prior to the end of its current approval. The Board may require the entity to submit a new Application for License as a Contractor or Sub-contractor if it is deemed that a lapse in licensure or change in entity information warrants a new application.~~

(c) ~~(1)~~ The Board shall notify an applicant in writing within ~~fourteen (14)~~30 calendar days from the receipt date by the Board's Administrative office if its application is complete or deficient. If the application is deficient, the notice shall include:

~~(1) Instructions~~instructions as to what is required of the applicant to complete the application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed.~~If the applicant fails to submit all documents needed to complete

the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.

(d) The Board shall approve or deny an application within ~~ninety (90)~~60 calendar days from the ~~receipt date~~ the application is deemed complete by the Board ~~unless the applicant requests and is granted additional time to supply information.~~

(e) If the Board denies an application, the applicant has thirty (30) calendar days, from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. This request must be in writing and sent to the Board's Administrative office. The Board shall respond in writing to the reconsideration request within thirty (30) working days from the receipt date of the request. If reconsideration is denied, the applicant may file for judicial review in accordance with Section 11523 of the Government Code.

(f) The Board may deny, suspend, or revoke the license on grounds or reasons ~~which~~that include, but are not limited to, the following determinations:

(1) The contractor/sub-contractor is ineligible to conduct business in this state pursuant to any federal or state statute.

(2) The contractor/sub-contractor or any of its officers, directors, partners, or principal management employees have engaged in any activity ~~which~~that is a ~~grounds~~basis for denial, suspension, or revocation of a license pursuant to this Division, or has failed, refused, or neglected to comply with any Board order, rule, or regulation, or order by the Board's Stewards reasonably related to its operations as a contractor/sub-contractor. The license shall remain denied, suspended, or revoked until all parties of the licensee comply with Board conditions. The remaining parties of the licensee shall not be prohibited from applying for a new license if compliance cannot be obtained from the offending party.

(g) If the Board fails to comply with the time frames outlined in this rule, the entity applicant may appeal, in writing, directly to the Board's Executive Director. Upon receipt of an appeal, the Executive Director shall render a decision, in writing to the applicant, within thirty (30) working days. If the appeal is decided in the applicant's favor, the license fee shall be refunded within fourteen (14) working days.

Authority: Sections 19420 and 19440,  
Business and Professions Code.

Reference: Sections 19510 and 19521,  
Business and Professions Code.

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD (CHRB/Board)  
**APPLICATION FOR LICENSE AS A CONTRACTOR OR SUB-CONTRACTOR**  
**CHRB-81 (New 02/23)**

Application is hereby made to the CHRB for an approval to provide goods or services in connection with a horseracing meeting and/or parimutuel wagering in accordance with the Business and Professions Code (BPC), Division 8, Chapter 4 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

**I. APPLICANT INFORMATION**

A. Name of applicant entity:

B. Type of business:

- Totalizator company    Simulcast service supplier  
 Video production company    Timing company    Photo finish company

**Attach certified check payable to Treasurer of the State of California in the amount of \$1,000 for totalizator company or simulcast service supplier or \$250 for video production, timing, or photo finish company for the required license fee.**

C. Mailing address:

D. Telephone number:

E. Email address:

**II. AGREEMENTS WITH RACING ENTITIES**

A. Names of racing entities with which you have or intend to have a contract/agreement:

B. Addresses of racing entities:

C. Phone numbers of racing entities:

D. Proposed contracts dates:

E. Locations where services are to be delivered:

F. Description of services to be provided:

### **III. BUSINESS STRUCTURE**

#### **A. Applicant entity business structure:**

- Corporation  
 Limited liability company    Limited partnership    Sole proprietorship  
 Other

If corporation, continue to subsection B. Otherwise, continue to subsection C.

#### **B. Corporation**

1. Registered name of corporation:

2. State were incorporated:

3. Registry or file number:

4. Names of officers and directors, their respective offices, and number of shares of the corporation held by each:

5. Names (true names, if known) of all persons other than the officers and directors heretofore listed who hold five percent or more of the outstanding shares in the corporation and the number of shares held by each:

6. Number of outstanding shares in the corporation:

7. Are the shares listed for public trading?  Yes    No  
If Yes, on which exchange, and how is the stock listed?

8. Name of custodian of list of shareholders and/or transfer agent for shareholdings of corporation:

9. If 100 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.

**Attach the most current annual report for the corporation, including balance sheet and profit and loss statement, and a copy of the most recent report made to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Department of Financial Protection and Innovation.**

#### **C. Management and Staff of Applicant Entity**

1. Name and title of the managing officer and/or General Manager of the contractor:

2. Names and titles of all managers and staff who are employed by the contractor and will operate, install, or maintain equipment or otherwise provide service on a premises licensed by the CHRB:

D. Contracts/Agreements

1. Attach a copy of all contracts/agreements covered by this application.

**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 concessionaire to attest to this application on its behalf.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT**

### **Background Information and Ownership**

By authority of Chapter 4, Division 8, sections 19440 and 19480 of the BPC, and in order to allow an evaluation of the competence, integrity, and character of potential licensees, all applicants for license as contractors and subcontractors, including any person, corporation, trust, association, partnership, or joint venture that submits an application for license, 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% or more, the following:

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 and educational and military history for the past 20 years or since the age of 18 years.

B. 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% or more.

C. 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 CHRB or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

D. CORPORATIONS—If the applicant is a corporation, the application documents must state the following:

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.

## E. 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 (i.e., felony or misdemeanor).

## II. OWNERSHIP

A. IDENTIFICATION AND LOCATION—The application documents must include the following:

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

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

C. ORGANIZERS—If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state the following:

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 the following:

- a. A statement of when and in which 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 the following:

- 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, the following:
  - 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% 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% of the capital stock is held and must state the following:
  - 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

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, the following:
  - 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, CHR-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 nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection 1 of this section as it relates to the nonindividual entity.
3. The application documents must include information required by subsection 2 of this section for each nonindividual 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 any of the following holds for 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.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 24. INTRASTATE SIMULCAST WAGERING  
PROPOSED AMENDMENT OF RULE 2057,  
INITIAL APPLICATION AND APPROVAL OF A SIMULCAST FACILITY

2057. ~~Initial~~ Application and Approval of a Simulcast Facility.

No person, which includes any individual, partnership, corporation, or other association or organization, shall conduct or attempt to conduct wagering on the results of races simulcast from a race meeting held in this State unless authorized and permitted to do so by the Board as follows:

(a) A racing association, fair, or other entity proposing to act as a guest association shall complete an Application for Authorization to Operate a Simulcast Wagering Facility, (Form CHRB-25, (Rev. 4/921/23), which is hereby incorporated by reference. Form CHRB-25 shall be available at the Board's administrative office. ~~The application must include a certified check in the amount of \$500.00 payable to the Treasurer of the State of California for a nonrefundable application fee.~~ The application shall be filed with the Board at least ninety (90) days prior to the first day of racing for review, investigation, and approval based on the following conditions:

(1) In order to allow an evaluation of the competence, integrity, and character of the applicant to operate a simulcast wagering facility, any person, corporation, trust association, partnership, or joint venture shall submit with the application, a Personal History Record, (Form CHRB-25A, ~~(Rev. 7/93)~~ Rev. 04/23), which is hereby incorporated by reference, for the following:

(A) If the applicant is a corporation, the officers, the directors, and each owner, directly or indirectly, of any equity, security, or other ownership interest in the corporation. However, in the case of owners of publicly held equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to beneficially own five (5) percent or more of the publicly held securities need be disclosed.

(B) If the applicant is a trust, the trustee and all persons entitled to receive income or benefit from the trust.

(C) If the applicant is an association, the members, officers, and directors.

(D) If the applicant is a subsidiary, the officers, directors, and stockholders of the parent company thereof. However, in the case of owners of a publicly held equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to beneficially own five (5) percent or more of the publicly held securities need be disclosed.

(E) If the applicant is a partnership or joint venture, all of the general partners, limited partners, or joint venturers.

(F) If the parent company, general partner, limited partner, or joint venturer of any applicant is itself a corporation, trust, association, subsidiary, partnership, or joint venture, then the disclosure of such information, shall be made, as necessary, to determine ultimate ownership. However, in the case of owners of publicly held equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to beneficially own five (5) percent or more of the publicly held securities need be disclosed.

(G) If the applicant employs a management company, disclosure shall apply to the management as set forth in subsections A through F, as appropriate.

(2) The applicant has executed an agreement with a simulcast organization for the conduct of simulcast wagering at its facility; or may act on its own behalf by contracting with simulcast service suppliers and each individual racing association or fair to act as a guest association. A copy of each signed contract must accompany the application, (Form CHRB-25; (Rev. ~~4/92~~1/23).

(3) Every licensed simulcast facility shall be inspected by the fire authority having jurisdiction, as dictated by that authority's inspection schedule. After each inspection, a fire clearance by the fire authority must be obtained by the simulcast facility and filed with the Board within ten (10) calendar days of its receipt. This clearance must indicate that the facility meets the standard of fire safety set by the fire authority and that said facility is in compliance with fire safety codes as are applicable in that jurisdiction.

(4) Every simulcast facility shall be equipped with a downlink system consisting of a network broadcast quality satellite receiving antenna coupled with a broadcast specification Ku and/or C band receiver compatible with the encryption system used, with motorized directional control, electrical service, coaxial cabling, or equivalent or industry-accepted cabling, closed-circuit TV monitors and audio system, and a public address system.

(5) The guest association shall provide a patron area for parimutuel wagering and the observation of the satellite signal as received from the host association. The patron area shall be designated on the application by the applicant. Such area shall be the inclosure-public, as defined in Section 2056(j) in this Article, of the simulcast facility. No form of horse racing wagering, either in person, or by the use of runners, messengers, or otherwise, shall be permitted outside the inclosure. All odds data made available to the guest association by the host association shall be displayed at all times. ~~Effective January 1, 1994 for~~For new facilities, the only offices permitted in restricted parimutuel access areas will be those required for operation of the parimutuel system.

(6) The guest association shall appoint, and have on duty while racing is being conducted, a simulcast facility supervisor or an assistant simulcast facility supervisor as defined in Section 2056 (a) and (n) in this Article.

(7) Every person employed by a guest association within the restricted area of the inclosure, as defined in Section 1420(v) in this Division and Section 2056(j) in this Article, of the simulcast facility is required to be licensed pursuant to Sections 1440 and 1481 in this Division.

(8) Every guest association shall provide security personnel to protect the public and maintain the peace within the simulcast wagering facility. Additionally, the guest association shall maintain such security controls over its inclosure and premises, as defined in Section ~~1420(g)~~1420(g) in this Division, the areas where uplink and downlink equipment is located, fencing, access gates, cables, wires and power lines and warning notifications where uplink and exterior equipment is located, and the equipment room where inside downlink receiving components are located, as the Board's Executive Director or his/her designee shall direct. Guest associations shall also remove, deny access to, eject, or exclude persons as provided by Sections 1980 and 1989 in this Division.

Guest associations shall have the right to request, in writing, that the Chairman of the Board grant a stay from such security controls directed by the Executive Director within seventy-two (72) hours of the directive. If granted, such a stay shall remain in force until an appeal can be considered at the next regularly scheduled public meeting of the Board. An appeal must be submitted, in writing, at least two (2) weeks prior to the meeting date. The directive will be in force until a stay is issued or the Board renders its decision on the appeal. Decisions by the Board shall be final.

(9) No guest association shall conduct wagering on any race or races other than those approved by the Board or simulcast by its host association.

(10) No guest association, except as provided for in Business and Professions Code Section 19605.3, may discontinue its operation nor conduct any activity ~~which that~~ would cause interruption of the signal without giving the Board and the host association prior written notice within fifteen (15) calendar days of such discontinuance or other change.

(11) Plans for new, proposed simulcast facility sites or for the remodeling or alteration of existing sites shall be submitted to the Board for review prior to the preparation of construction drawings. The Board shall review and approve said plans relative to security for the parimutuel operations, placement of data lines, and overall compatibility with Board policy and regulation within thirty (30) working days from the date the plans were received. If applicable, the simulcast organization named in the agreement described in (a)(2) of this Section shall be notified by the guest association of the availability of the plans and shall have the right to review them relative to security for the parimutuel operations and placement of data lines and comment to the Board prior to Board approval or denial of the plans.

(12) In the case of a fair, the Department of Food and Agriculture must approve the application pursuant to the provisions of Sections 19605.1, 19605.2, and 19605.6 of the Business and Professions Code. Such approval is not required for the California Exposition and State Fair and the Los Angeles County Fair.

(b) ~~(1)~~ The Board will notify an applicant in writing within ~~fourteen (14)~~ thirty (30) calendar days from the receipt date by the Board's Administrative office if its application is incomplete. This notice will include:

~~(1)~~ ~~Instructions~~ instructions as to what is required of the applicant to complete the application.

~~(2)~~ ~~Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed.~~ If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.

(c) The Board shall approve or deny an completed application within sixty (60) calendar days from the receipt date the application is deemed complete by the Board ~~unless the applicant requests and is granted additional time to supply information.~~

(d) If the Board denies approval of the application, the applicant has thirty (30) calendar days, from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. This request must be in writing and sent to the Board's Administrative office. If reconsideration is denied, the applicant has thirty (30) days to file for Superior Court review in accordance with Section 19463 of the Business and Professions Code.

(e) The approval of the application by the Board shall constitute a license to operate as a simulcast wagering facility, the term of which shall be five years from the date the license is issued, subject to the compliance provisions of Section 19433 of the Business and Professions Code.

(f) Subsequent to the issuance of a license to operate as a simulcast wagering facility under this article, if changes or amendments are made to information or operating procedures contained in an Application, the applicant shall submit a written request to the Board for approval of those changes or amendments. will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant. The Board shall approve the request, unless said changes or amendments result in the application failing to meet the requirements of this section.

(g) Each guest association licensed prior to January 1, ~~2024~~2025, pursuant to subsection (a), shall file a new application, form CHRB-25 (Rev. 10/23), by January 1, ~~2025~~2026, to renew its license.

Authority: Sections 19420, 19440 and 19590,  
Business and Professions Code.

Reference: Sections 19410, 19410.5, ~~19460~~, 19433, 19460, 19463, 19601, 19605, 19605.1, 19605.2, 19605.6, 19608, 19608.1 and 19608.2,  
Business and Professions Code; and  
Sections 15376 and 15378,  
Government Code.

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD  
**APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY**  
CHRB-25 (Rev. 4/921/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (~~B&P~~BPPC), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

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

**1. APPLICANT INFORMATION**

- A.      Name of applicant association, fair, or tribal facility:
- B.      Location of facility (City and County):
- C.      Mailing address of association, fair, or tribal facility:
- D.      Telephone number:
- E.      Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility:
- F.      Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility:
- G.      The regular schedule for operation of the facility will be as follows:
- H.      Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year:

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

**Notice to Applicant:** If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

**2. OPERATION OF THE SIMULCAST WAGERING FACILITY**

- A.      Inclusive hours and days for operation of the facility:  
 Daily       Wed - Sun       Tues - Sat       Other - specify:

B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility:

Exceptions to the foregoing:

C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations:

**Race Meeting**

**Breed**

**Day or Night**

D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state):

### **3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION**

A. The applicant association is:  Racing Association  Fair  
 Tribal Facility  Other Business Entity

Complete the applicable subsection (B, C, or D):. Then continue to E.

B. RACING ASSOCIATION - approval pursuant to ~~B&P Section~~ BPC section 19605.

1. The name under which the association is licensed by the Board:

2. The names and titles of management personnel assigned to the facility:

C. FAIR

1. Approval is requested pursuant to ~~B&P Section~~ BPC section  19605.1  
OR  19605.2.

2. Correct title of the fair or fair association:

3. Names and titles of the present fair directors:

4. Names and titles of management personnel assigned to the simulcast wagering facility:

D. TRIBAL FACILITY

1. Approval is requested pursuant to the Tribal-State Compact signed on:

2. The name of the tribe under which the Tribal-State Compact was approved:

3.      Names and titles of management personnel assigned to the facility:

E.      If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility:

F.      Has the management company or other entity been approved by the U.S.U.S. Bureau of Indian Affairs?      Yes      No     If yes, the date of that approval:;

**Notice to Applicant:** Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

#### **4. CONCESSIONAIRES AND VENDORS**

A.      The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service of supplies):

B.      Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are:

#### **5. SUPERVISION, SECURITY, AND FIRE PREVENTION**

A.      The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility:

B.      The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details):

C.      Attach a copy of the Certificate of Insurance.

D.      Attach a fire clearance from the fire authority having jurisdiction.

E.      The name of the person having responsibility for security controls at the facility is:

F.      The number of security officers and/or guards to be regularly employed at the facility is:

G.      The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is:



C. \_\_\_ Program costs are:

D. \_\_\_ Seating costs, if any, are:

## **9. FOOD AND BEVERAGE SERVICE**

A. \_\_\_ 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; barn counters; or other description as appropriate):\_

B. \_\_\_ The seating capacity in the general admission area is:

C. \_\_\_ The number of tables in the general admission area is:

D. \_\_\_ The seating capacity in the premium area is:

E. \_\_\_ The number of tables in the premium area is:

F. \_\_\_ Overall square footage in the public general admission area is:

G. \_\_\_ Overall square footage in the public premium admission area is:

H. \_\_\_ Overall square footage available for "overflow" attendance:

I. \_\_\_ Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction:\_

J. \_\_\_ The total number of parking spaces available in the combined parking areas can accommodate (number of standard sized automobiles):

K. \_\_\_ Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking:\_

## **10. AGREEMENTS**

A. \_\_\_ Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair.

B. \_\_\_ Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties.

C. \_\_\_ Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the 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 simulcast facility until notified otherwise.

Notice is also 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~~that 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 regulationss of the Board.

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

## **11. DECLARATIONS**

A. All labor agreements, concession contracts, service contracts, horsemen's agreementss, lease agreementss, and agreementss with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalizeds, except as follows (if there are no exceptions, so state):

B. All service contractors and concessionaires have valid State, Countys, or City licenses authorizing each to engage in the type of service to be provided and have valid labor agreements (when applicable) ~~which~~that remain in effect for the entire term of the approvals, except as follows (if there are no exceptions, so state):

C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionairess, 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 applicants, except as follows (if there are no exceptions, so state):

## **12. 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

---

Signature

---

Print Title

---

Date

## INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

### Background Information and Ownership

By authority of Article 9.2, of the California B&P Business and Professions Code; and the Federal Indian Gaming Act, in order to allow an evaluation of the competence, integrity, and character of potential simulcast facility operators authorized by the CHRB, any person, corporation, trust association, partnership, joint venture, or management firm ~~whethat~~ submits an application for such authorization or ~~whethat~~ is named in such application and ~~whethat~~ 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 California B&P Business and Professions Code, shall be required to complete and submit a full disclosure statement.

### 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% or more, the following:

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 and educational and military history for the past 20 years or since the age of 18 years.

B. 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% or more.

C. 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 CHRB or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

D. CORPORATIONS—If the applicant is a corporation, the application documents must state the following:

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.

## E. 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 (i.e., felony or misdemeanor).

## II. OWNERSHIP

A. IDENTIFICATION AND LOCATION—The application documents must include the following:

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

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

C. ORGANIZERS—If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state the following:

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 the following:

- a. A statement of when and in which 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 the following:

- 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, the following:
  - 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% 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% of the capital stock is held and must state the following:
  - 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

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, the following:
  - 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 nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by subsection 1 of this section as it relates to the nonindividual entity.
3. The application documents must include information required by subsection 2 of this section for each nonindividual 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 any of following holds for 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.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 24. INTRASTATE SIMULCAST WAGERING  
PROPOSED AMENDMENT OF RULE 2059,  
INITIAL APPLICATION AND APPROVAL OF A SIMULCAST ORGANIZATION

2059. Initial Application and Approval of a Simulcast Organization.

(a) Any association, fair, entity, or person proposing to act as a simulcast organization shall file an Application for Approval to Operate a Simulcast Organization, (~~Form~~ CHRB-34, (Rev. ~~4/9/13/23~~), which is hereby incorporated by reference, with the Board for approval based on the following conditions:

(1) The applicant is an entity authorized by law to conduct business in this state.

(2) The applicant establishes its banking accounts with an insured institution, has a principal office in California for the conduct of its business, retains a certified public account to conduct an annual audit of its financial statements or operations, agrees to submit an annual financial statement of its operations to the Board, and agrees to the inspection of its accounts and financial records by the Board or its agents.

(3) The applicant demonstrates, by including a copy of the organization's charter, articles, or bylaws with the application (~~Form~~ CHRB-34, form CHRB-34 (Rev. ~~4/9/13/23~~), that it offers meaningful representation on its governing board to any non-racing fair or any horsemen's organization as provided in Section 19608.2 of the Business and Professions Code.

(4) The governing board of the applicant organization must hold one public meeting during each calendar year. At least fifteen (15) calendar days prior notice must be given in the Daily Racing Form or other newspaper of general circulation for the purpose of reporting the organization's activities and for receiving public comments as to its simulcasting operations. The simulcast organization shall give fifteen (15) calendar days prior notice, in writing, to its associations, and fairs, ~~and~~ the horsemen's organizations eligible to vote at the simulcast organization's governing board meeting, and the Board of any simulcast organization meeting. The organization shall maintain a minute record of the proceedings of its governing board.

(b) (1) The Board will notify an applicant in writing within ~~fourteen (14)~~30 calendar days from the receipt date by the Board's Administrative office if its application is incomplete. This notice will include:

~~(1)~~ Instructions ~~instructions~~ as to what is required of the applicant to complete the application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed. If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to apply for approval pursuant to this section.~~

(c) The Board will approve or deny an ~~completed~~ application within sixty (60) calendar days from the ~~receipt date~~ the application is deemed complete by the Board. The Board may withdraw, suspend, or revoke its approval on grounds or reasons ~~which~~ that include, but are not limited to, the following determinations:

(1) The simulcast organization is ineligible to conduct business in this state pursuant to any federal or state statute.

(2) The simulcast organization or any of its officers, directors, partners, or principal management employees have engaged in any activity ~~which~~ that is a ~~ground~~ basis for denial, suspension, or revocation of a license pursuant to this Division, or has failed, refused, or neglected to comply with any Board order, rule, regulation, or order by the Board's stewards reasonably related to its operations as a simulcast organization. The approval shall remain denied, suspended, or revoked until all parties of the organization comply with Board conditions. The remaining parties of the organization shall not be prohibited from applying for a new approval if compliance cannot be obtained from the offending party.

(3) The simulcast organization has failed, refused, or neglected to perform any duty imposed by this Division or by the provisions of Sections 19608.2, 19605.7, 19605.71, or 19608.4 of the Business and Professions Code.

Authority: Sections 19420, 19440 and 19590,  
Business and Professions Code.

Reference: Sections 19608.2 and 19608.4,  
Business and Professions Code; and  
Sections 15376 and 15378,  
Government Code.

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD  
**APPLICATION FOR APPROVAL TO OPERATE A SIMULCAST ORGANIZATION**  
CHRB-34 (Rev. ~~1/91~~3/23)

Application is hereby made to the California Horse Racing Board (Board) for approval of an organization formed to operate an audiovisual signal system as provided by Section 19608.2 of the Business and Professions Code and pursuant to applicable provisions in Title 4, California Code of Regulations.

**1. APPLICANT INFORMATION**

~~(1)~~A. Name of Simulcast Organization:

~~(2)~~B. Business Address:

~~(3)~~C. Telephone Number(s):

~~(4)~~D. Name of Managing Officer:

~~(5)~~E. The organization has been formed by the following associations and fairs providing audiovisual signals:

~~(6)~~F. The business structure of the organization is a:

~~()~~  ~~sole~~Sole proprietorship

~~()~~  ~~general~~General partnership

~~()~~  ~~limited~~Limited partnership

~~()~~  ~~corporation~~Corporation

~~()~~  ~~other~~Other (describe):

G. For an original application only (not required for renewal), attach as Exhibit A, a copy of any partnership agreement, registry with the Secretary of State, filing of fictitious name, constitution and bylaws of the corporation, and other documents supporting a determination that the business entity is entitled to do business in the State of California. -Any change to the business entity during the term of Board approval must be reported to the Board in writing within 30 calendar days of the change.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 25.5. MINISATELLITE WAGERING  
PROPOSED AMENDMENT OF RULE 2066, APPLICATION FOR LICENSE TO  
OPERATE A MINISATELLITE WAGERING FACILITY

2066. Application for License to Operate a Minisatellite Wagering Facility.

(a) An applicant for license to operate a minisatellite wagering facility shall complete an Application for License to Operate a Minisatellite Wagering Facility, CHRB-228 (Rev. 04/22), hereby incorporated by reference, which is available at the Board's headquarters office. Note: CHRB-228 incorporates by reference the Personal History Record, CHRB-25A (Rev. ~~9/08~~4/23). The application must be filed not later than 90 days in advance of the scheduled start date of operation. The application must include a certified check in the amount of \$500.00 payable to the Treasurer of the State of California for a nonrefundable application fee. The term of the license shall be five years from the date the license is issued.

(b) The Board may conduct investigations or inspections or request additional information from the applicant as it deems appropriate in determining whether to approve the license.

(1) Upon the written request of the applicant, the Board may waive the requirement for submission of a Full Disclosure Statement and CHRB-25A for persons who have a current valid state gambling license and/or finding of suitability issued by the California Gambling Control Commission.

(c) The Board, or its designee, shall be given access for review and audit of all records. The applicant shall, at its location during hours of operation, make such information available. The Board may require the applicant to annually submit audited financial statements.

(d) All advertisements shall contain a statement that persons under 21 are not allowed access to the minisatellite wagering site. All advertisements shall contain contact information for a recognized problem-gambling support organization.

(e) (1) The Board shall notify the applicant in writing within 30 calendar days from the date the application is received by the Board's administrative office if the application is complete or deficient. If the application is deficient, the notice shall include:

~~(1) Instructions~~ instructions as to what is required of the applicant to complete the application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed.~~ If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the

Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.

(f) The Board shall approve or deny an application within ~~90~~60 calendar days from the date it is received~~the application is deemed complete~~ by the Board~~unless the applicant requests and is granted additional time to supply information.~~

(g) If the Board denies an application, the applicant has 30 calendar days from the date of receipt of the Board's denial notification to request a reconsideration of the Board's decision. The request must be in writing and sent to the Board's headquarters office. The Board shall respond in writing to the reconsideration request within 30 working days from the date of receipt of the request. If reconsideration is denied, the applicant may file for judicial review in accordance with Business and Professions Code section 19463.

(h) After a license to operate a minisatellite wagering facility is issued under this article, changes or amendments to information or operating procedures contained in the application for the license will be permitted by order of the Board or by Board approval of a request submitted in writing by the applicant.

Authority: Sections 19420, 19440 and 19605.25,  
Business and Professions Code.

Reference: Sections 19410.7, 19460 and 19605.25,  
Business and Professions Code.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 26. ADVANCE DEPOSIT WAGERING  
PROPOSED AMENDMENT OF  
RULE 2071. LICENSE TO CONDUCT ADVANCE DEPOSIT WAGERING BY A  
CALIFORNIA APPLICANT

2071. License to Conduct Advance Deposit Wagering by a California Applicant.

(a) Prior to an Account being established or wagering being conducted, the Applicant located in California must be licensed by the Board. All licenses granted shall be subject to the provisions of Business and Professions Code section 19460 et. seq.

(b) An Applicant for license shall complete an Application for License to Conduct Advance Deposit Wagering, CHRB-132 (Rev. ~~02/19~~12/22), hereby incorporated by reference, which is available at the Board's administrative office. The Application must be filed not later than 90 days in advance of the scheduled start date of operation. A bond from a surety company admitted in the state of California or other form of financial security in the amount of \$500,000 must accompany the Application. The term of the license shall be two years from the date the license is issued.

(c) Applicants shall establish security access policies and safeguards pursuant to Business and Professions Code section 19604.

(d) Applicants that accept wagers from California residents shall provide a full accounting and verification of the source of the wagers, and a detailed wagering information file that includes, but is not limited to, dollar amount wagered, pool on which the wager was placed, race number and racing venue, zone, breed, zip code of the Account Holder, time wagering stopped, and time of the wager in the form of a daily download of pari-mutuel data to the ~~Board-designated~~Board-designated database, CHRIMS, Inc., that is compatible with a Comma Delimited Text File.

(e) Applicants shall provide financial information that demonstrates the financial resources to operate Advance Deposit Wagering and provide a detailed budget that shows anticipated revenue, expenditures, and cash flows by month projected for the term of the license.

(f) The Board may conduct investigations, or inspections or request additional information from the Applicant as it deems appropriate in determining whether to approve the license.

(g) The Board, or its designee, shall be given access for review and audit of all records. The Applicant shall, at their location during hours of operation, make such information available. The Board may require the Applicant to annually submit audited financial statements.

(h) All advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization.

(i) Applicants shall enter into a written contractual agreement with the bona fide labor organization that has historically represented the same or similar classifications of employees at the nearest horse racing meeting.

(j) (1) The Board shall notify the Applicant in writing within 30 calendar days from the receipt date by the Board's administrative office if the Application is complete or deficient. If the Application is deficient, the notice shall include:

~~(1)~~ Instructions ~~instructions~~ as to what is required of the Applicant to complete the Application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed. If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to procure a license pursuant to this section.~~

~~(k) The Board shall approve or deny an Application within 9060 calendar days from the receipt date the Application is deemed complete by the Board unless the Applicant requests and is granted additional time to supply information.~~

(l) If the Board denies an Application, the Applicant has 30 calendar days, from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. The request must be in writing and sent to the Board's administrative office. The Board shall respond in writing to the reconsideration request within 30 working days from the receipt date of the request. If reconsideration is denied, the Applicant may file for judicial review in accordance with section 11523 of the Government Code.

(m) Subsequent to the issuance of a license to conduct Advance Deposit Wagering under this article, changes or amendments to information or operating procedures contained in an Application will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant.

Authority: Sections 19440 and 19590,  
Business and Professions Code.

Reference: Sections 19460 and 19604,  
Business and Professions Code.

STATE OF CALIFORNIA  
 CALIFORNIA HORSE RACING BOARD (CHRB)  
**APPLICATION FOR LICENSE TO CONDUCT ADVANCE DEPOSIT WAGERING**  
**CHRB-132 (Rev. ~~02/19~~12/22)**

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

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

**1. APPLICANT**

- A.  Racing Association (Licensee)       Racing Fair (Licensee)  
 Betting System (CA Hub)                       CA Multi-jurisdictional Wagering Hub

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

C. Name, title, and CHRB license number of all management personnel directly involved in the management of advance deposit wagering operations:

Name and title	License Number

**NOTICE** — All management personnel must be ~~CHRB licensed~~CHRB-licensed.

D. Racing Fairs are not required to complete Section 3, Business Structure.

~~E. Betting Systems and CA Hubs — attach the contract with the Licensee and the required horsemen’s approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the Licensee for access to the California market for wagering purposes.~~

E. Betting Systems and CA Hubs - attach the contract with the Licensee and/or horsemen's organization, pursuant to Business and Professions Code section 19604(b)(2)(B), that permits you to provide advance deposit wagering services on races conducted outside of California for a specific breed of horse.

**Note:** Applicant may accept wagers on races conducted by a Licensee if the Board approves a race meet application submitted by the Licensee that includes an agreement allowing Applicant to accept wagers on the races pertaining to the race meet application, along with the appropriate horsemen's approval, pursuant to Business and Professions Code section 19604(b)(1).

## 2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:

B. Hours Advance Deposit Wagering will be conducted:

## 3. BUSINESS STRUCTURE

A.  Corporation (complete subsection B)

LLC (complete subsection C)

Other (specify, and complete subsection D)

Complete the applicable subsection.

### B. CORPORATION

1. Registered name of the corporation:

2. State where incorporated:

3. Registry or file number for the corporation:

4. List Namesnames and CHRB license numbers of all officers and directors. Include titles, and number of shares of the corporation held by each.

5. List Namesnames (true names) of all persons, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each. –Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license-);

6. Number of outstanding shares in the corporation:

7. Are the shares listed for public trading?  Yes  No  
If yes, on ~~what~~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:
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:.
10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the Department of ~~Business Oversight~~Financial Protection and Innovation.
11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.
12. Attach a business plan ~~to~~that includes a detailed budget ~~that shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the license.

### C. LLC

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

76. ~~If more than 50% of the shares are~~ a membership interest greater than 50% is 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.
87. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~ members in the LLC and/or the ~~Securities and Exchange Commission and/or the Department of Business Oversight~~ Financial Protection and Innovation.
98. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 409. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.
409. Attach a business plan ~~to~~ that includes a detailed budget ~~that shows~~ showing anticipated revenue, expenditures, and cash flow by month projected for the term of the license.

#### D. OTHER

1. Name(s) of partners/sole proprietor:
  2. If a partnership, attach partnership agreement.
  3. Attach the prior two years' annual financial statements for the partnership/sole proprietorship. Include balance sheets, and profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~ partners and/or the ~~Securities and Exchange Commission, and/or the Department of Business Oversight~~ Financial Protection and Innovation, if required.
  4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.
  5. Attach a business plan ~~to~~ that includes a detailed budget ~~that shows~~ showing anticipated revenue, expenditures, and cash flow by month projected for the term of the license.
4. **ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS** – must comply with Rule 2074.

- A. List the procedures to establish an Account:.
- B. If an application form is used to establish an Account, attach a copy of the form.
- C. Name and address of the third party you will use to verify identity, residence, and age-verification:

**5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.**

- A. Submit a copy of your plan for operation.
- B. List the type of deposits you will accept:.
- C. Identify any fees or transaction-related charges and the amount that will be assessed:.

**6. SECURITY ACCESS**

- A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). -Policy must include the following:
  - 1. Description of the technology to ensure identity, residence, and age verification when an Account is established:
  - 2. Description of the technology to ensure confidentiality of the Means of Personal Identification:
  - 3. Methods and locations available for Account Holders to withdraw funds from their Account:
  - 4. If the Advance Deposit Wagering records will be maintained at a site other than the ~~applicant's~~ applicant's, provide the name, address, telephone and fax numbers, and the hours of operation:.

**7. PARI-MUTUEL**

- A. Name, address, and telephone number of the pari-mutuel audit firm:
- B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:
- C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted:.

**NOTICE** – *The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive, or otherwise make a wager; an effective customer and age verification system; and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.*

## 8. CONTRACTS AND AGREEMENTS

- A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application:\_\_\_\_\_
  
- B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed:\_\_\_\_\_

**NOTICE** – *Pursuant to Business and Professions Code section 19604(c)(1), you must contract with the bona fide labor organization that has historically represented the same or similar classifications of employees at the nearest horse racing meeting.*

## 9. ADVERTISING

Name and address of the advertising agency you will use:

**NOTICE** – *Pursuant to Rule 2071(h), all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. -All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3), advertisements shall not be deceptive to the public.*

## 10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 26. ADVANCE DEPOSIT WAGERING  
PROPOSED AMENDMENT OF RULE 2072, APPROVAL TO CONDUCT ADVANCE  
DEPOSIT WAGERING BY AN OUT-OF-STATE APPLICANT

2072. Approval to Conduct Advance Deposit Wagering by an Out-of-State Applicant.

(a) Prior to an Account being established or wagering being conducted, the Applicant located out-of-state must be Board-approved. All approvals granted shall be subject to the provisions of Business and Professions Code section 19460 et. seq.

(b) An out-of-state Applicant shall complete an Application For Approval to Conduct Advance Deposit Wagering, CHRB-133 (Rev. ~~02/19~~12/22), hereby incorporated by reference, which is available at the Board's administrative office. The Application must be filed not later than 90 days in advance of the scheduled start date of operation. A bond from a surety company admitted in the state of California or other form of financial security in the amount of \$500,000 must accompany the Application. The term of approval is two years from the date the approval is issued.

(c) Out-of-state Applicants shall establish security access policies and safeguards pursuant to Business and Professions Code section 19604.

(d) Out-of-state Applicants that accept wagers from California residents shall provide a full accounting and verification of the source of the wagers, and a detailed wagering information file that includes, but is not limited to, dollar amount wagered, pool on which the wager was placed, race number and racing venue, zone, breed, zip code of the Account Holder, time wagering stopped, and time of the wager in the form of a daily download of pari-mutuel data to the ~~Board-designated~~Board-designated database, CHRIMS, Inc., that is compatible with a Comma Delimited Text File.

(e) Out-of-state Applicants shall provide financial information that demonstrates the financial resources to operate Advance Deposit Wagering and provide a detailed budget that shows anticipated revenue, expenditures, and cash flows by month projected for the term of the approval.

(f) The Board may conduct investigations, or inspections or request additional information from the out-of-state Applicant as it deems appropriate in determining whether to approve the Application.

(g) The Board, or its designee, shall be given access for review and audit of all records. The out-of-state Applicant shall, at their location during hours of operation, make such information available. The Board may require the out-of-state Applicant to annually submit audited financial statements.

(h) All advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization.

(i) ~~(1)~~ The Board shall notify the out-of-state Applicant in writing within 30 calendar days from the receipt date by the Board's administrative office if the Application is complete or deficient. If the Application is deficient, the notice shall include:

~~(1) Instructions~~instructions as to what ~~are~~is required of the out-of-state Applicant to complete the Application.

~~(2) Instructions for requesting additional time to satisfy the requirements listed in the notification, if needed. If the applicant fails to submit all documents needed to complete the application within one year from the receipt date of the application by the Board, the Board shall purge said application and all documents submitted thereto and require resubmittal of an application if the applicant, thereafter, intends to apply for an approval pursuant to this section.~~

(j) The Board shall approve or deny an Application within ~~90~~60 calendar days from the receipt date the Application is deemed complete by the Board ~~unless the out-of-state Applicant requests and is granted additional time to supply information.~~

(k) If the Board denies an Application, the out-of-state Applicant has 30 calendar days from the receipt date of the Board's denial notification, to request a reconsideration of the Board's decision. This request must be in writing and sent to the Board's administrative office. The Board shall respond in writing to the reconsideration request within 30 working days from the receipt date of the request. If reconsideration is denied, the out-of-state Applicant may file for judicial review in accordance with section 11523 of the Government Code.

(l) Subsequent to the issuance of an approval to conduct Advance Deposit Wagering under this article, changes or amendments to information or operating procedures contained in an Application will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant.

(m) As a condition of approval, the out-of-state Applicant shall designate a California agent for receipt of service of process.

(n) By submitting the Application, the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Authority: Sections 19440 and 19590,  
Business and Professions Code.

Reference: Sections 19460 and 19604,  
Business and Professions Code.

STATE OF CALIFORNIA  
 CALIFORNIA HORSE RACING BOARD (CHRB)  
**APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING**  
**CHRB-133 (Rev. ~~02/19~~12/22)**

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

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

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

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

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

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

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

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

D. Attach the contract with the California association or fair and/or horsemen's organization, pursuant to Business and Professions Code section 19604(b)(2)(B), that permits you to provide advance deposit wagering services on races conducted outside of California for a specific breed of horse.

**Note:** Applicant may accept wagers on races conducted by a California association or fair if the Board approves a race meet application submitted by the association or fair that includes an agreement allowing Applicant to accept wagers on the races pertaining to the race meet application, along with the appropriate horsemen's approval, pursuant to Business and Professions Code section 19604(b)(1).

## 2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:

B. Hours Advance Deposit Wagering will be conducted:

## 3. BUSINESS STRUCTURE

A.  Corporation (complete subsection B)

LLC (complete subsection C)

Other (specify, and complete subsection D)

Complete the applicable subsection.

### B. CORPORATION

1. Registered name of the corporation:

2. State where incorporated:

3. Registry or file number for the corporation:

4. List Names and CHRB license numbers of all officers and directors. Include titles, and the number of shares of the corporation held by each.

5. List Names (true names) of all persons, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in

the corporation and the number of shares held by each. –Include each person’s CHR B license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHR B license):\_

6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading?  Yes  No  
If yes, on ~~what~~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:
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: \_
10. Attach the prior two years’ annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.
11. Applicants not previously licensed by the CHR B to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHR B to conduct ADW: Attach the prior two years’ annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.
12. Attach a business plan ~~to that~~ includes a detailed budget ~~that shows~~ showing anticipated revenue, expenditures\_ and cash flow by month projected for the term of the approval.

#### C. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. List Namesnames and CHR B license numbers\_ of all officers and directors. Include titles\_ and the ~~number of shares of the LLC~~ membership interest held by each: \_
5. List Namesnames (true names) of all members, **other than the officers and directors listed above**, that hold a 5% or more ~~of the outstanding~~

~~shares~~membership interest in the LLC and the ~~number of shares~~membership interest held by each. -Include each person's CHR B license number (~~Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHR B license.~~);

~~6. Are the shares listed for public trading?  Yes  No  
— If yes, on what exchange and how is the stock listed:~~

~~76. If more than 50% of the shares are a membership interest greater than 50% is held by a parent corporation or are is paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:~~

~~87. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~members in the LLC and/or ~~the Securities and Exchange Commission and/or the corresponding state where you registered your corporation~~LLC.~~

~~98. Applicants not previously licensed by the CHR B to conduct ADW, proceed to subsection 409. Applicants previously licensed by the CHR B to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.~~

~~409. Attach a business plan ~~to that~~ includes a detailed budget that ~~shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the approval.~~

#### D. OTHER

1. Name(s) of partners/sole proprietor:

2. If a partnership, attach partnership agreement.

3. Attach the prior two years' annual financial statements for the partnership/sole proprietorship. Include balance sheets, ~~and~~ profit and loss statements, and a copy of all reports issued during the preceding 24 months to ~~shareholders~~partners and/or the ~~Securities and Exchange Commission and/or the corresponding state where you registered your corporation~~partnership, if required.

4. Applicants not previously licensed by the CHR B to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHR B to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. -Include the methodology used to determine the cost allocation for the profit and loss statements.

~~5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:~~

~~65. Attach a business plan ~~to~~that includes a detailed budget that ~~shows~~showing anticipated revenue, expenditures, and cash flow by month projected for the term of the approval.~~

**4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS** – must comply with Rule ~~2074~~2075.

A. List the procedures to establish an Account:.

B. If an application form is used to establish an Account, attach a copy of the form.

C. Name and address of the third party you will use to verify identity, residence, and age-verification:

**5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS** – must comply with Rule 2073.

A. Submit a copy of your plan for operation.

B. List the type of deposits you will accept:.

C. Identify any fees or transaction-related charges and the amount that will be assessed:.

**6. SECURITY ACCESS**

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). -Policy must include the following:

1. Description of the technology to ensure identity, residence, and age verification when an Account is established:

2. Description of the technology to ensure confidentiality of the Means of Personal Identification:

3. Methods and locations available for Account Holders to withdraw funds from their Account:

4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub, provide the name, address, telephone and fax numbers, and the hours of operation:.

## 7. PARI-MUTUEL

- A. Name, address, and telephone number of the pari-mutuel audit firm:
- B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:
- C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted:

**NOTICE** – *The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive, or otherwise make a wager; an effective customer and age verification system; and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.*

## 8. CONTRACTS AND AGREEMENTS

- A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application:
- B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed:

## 9. ADVERTISING

Name and address of the advertising agency you will use:

**NOTICE** – *Pursuant to Rule ~~2072(h)~~2072(h), all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. –All advertisements shall contain contact information for a recognized problem-gambling support organization. –Additionally, pursuant to Business and Professions Code section 19604(d)(3), advertisements shall not be deceptive to the public.*

## 10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

X

---

Signature

---

Print Name

Print Title

Date

GENERAL INSTRUCTIONS

This form is to be completed in conjunction with California Horse Racing Board (CHRB) forms, Application for License to Operate a Minisatellite Wagering Facility CHRB 88, Application For License to Conduct a Horse Racing Meeting, (CHRB 17), Application for Authorization to Operate a Simulcast Wagering Facility, (CHRB 25), and Application for License/Contractor or Sub-contractor; Application for Approval/Concessionaire, (CHRB 87). If a CHRB 25A has been filed previously, submit only that information which has changed.

Print or type an answer to every question. If a question does not apply to you, so state with N/A. If more space is required, continue on page 5 or use a separate sheet and precede the answer with appropriate title. Do not misstate or omit any material fact(s) as each statement made herein is subject to verification. Applicant must initial each page, as provided in the lower right hand corner. By placing his/her initials on each page, the applicant is attesting to the accuracy and completeness of the information contained on that page.

All applicants are advised that this personal history record is an official document and misrepresentation or failure to reveal information requested may be deemed to be sufficient cause for the refusal or revocation of a license or Board approval. **Further information may be required upon written request by the Board.**

All applicants are further advised that forms CHRB 17, CHRB 25, CHRB 87, CHRB 88, and CHRB 25A may not be withdrawn without the permission of the CHRB.

**1. PERSONAL INFORMATION:**

**The information contained in this section may be disclosed pursuant to the Public Records Act.**

Last Name _____	First Name _____	Middle Name _____
Alias, Nicknames, Maiden Name, Other Name Changes Legal or Otherwise _____		
Business Address Street or RFD _____	City _____	State/Zip _____ Since _____
Date of Birth _____	Place of Birth (City, County, State) _____	
Business Phone (____) _____		

A. \_\_\_\_\_ Are you a citizen of the United States? \_\_\_\_\_ Yes ( ) \_\_\_\_\_ No ( )

If no, what is your current immigration status?

Explain \_\_\_\_\_

Registration/Document Number \_\_\_\_\_

Applicant Initials \_\_\_\_\_

**2. MARITAL INFORMATION: (Circle One)**

Single \_\_\_\_\_ Married \_\_\_\_\_ Separated \_\_\_\_\_ Divorced \_\_\_\_\_ Widowed \_\_\_\_\_ Domestic Partner \_\_\_\_\_

~~A. Current Marriage~~

Spouse's (Maiden)/Domestic Partner's full name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_ (City and State)

Telephone: Business ( ) \_\_\_\_\_

Spouse's/Domestic Partner's employer \_\_\_\_\_ Occupation \_\_\_\_\_

Address of employer \_\_\_\_\_

~~3. EMPLOYMENT:~~

~~Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the past twenty years, or since your eighteenth birthday, whichever is less. Use page 5 if more space is required.~~

<del>Month and Year (From To)</del>	<del>Name/Mailing Address of Employer/Business</del>	<del>Reason for Leaving</del>
<del>Title</del>	<del>Description of Duties</del>	<del>Was Racing or Gaming Present? Yes ( ) No ( )</del>
<del>Month and Year (From To)</del>	<del>Name/Mailing Address of Employer/Business</del>	<del>Reason for Leaving</del>
<del>Title</del>	<del>Description of Duties</del>	<del>Was Racing or Gaming Present? Yes ( ) No ( )</del>
<del>Month and Year (From To)</del>	<del>Name/Mailing Address of Employer/Business</del>	<del>Reason for Leaving</del>
<del>Title</del>	<del>Description of Duties</del>	<del>Was Racing or Gaming Present? Yes ( ) No ( )</del>

Applicant Initials \_\_\_\_\_

~~4. CONVICTIONS OR PENDING CHARGES:~~

~~A. Have you ever been convicted of any criminal offense, or are there now any criminal charges pending against you. (Exclude MINOR traffic offenses.) Yes No (Circle One)~~

~~If yes, give details in space provided below. List all cases without exception.~~

<del>Date of Conviction or Filing of Charges</del>	<del>Charge</del>	<del>Location/City &amp; State</del>	<del>Arresting or Filing Agency</del>	<del>Location of Court</del>

**5. LICENSING/AUTHORIZATION TO OPERATE:**

~~A. Have you ever held or been approved to hold a privileged or professional license in any state including but not limited to the following:~~

- ~~Real Estate Broker Real Estate Salesperson Racetrack Owner/Operator Horse Trainer  
 Boxing Promoter Jockey Securities Dealer Harness Driver  
 Liquor Doctor Lawyer Gaming Ownership/Work permit~~

~~Yes No (Circle One) If yes, state where, years held, and the nature of any disciplinary actions taken against you.~~

\_\_\_\_\_

~~B. Have you ever held a financial interest in a gambling venture, including a horse race track, dog track, racehorse or dog, lottery, bingo, casino, sports book operation, card room, or pari-mutuel operation, OUTSIDE the State of California?~~

~~Yes No (Circle One)~~

~~C. Have you ever been refused or withdrawn an application for a racing or gaming license or an Authorization to Operate a Simulcast Wagering Facility for any reason or been a participant in any group which has had a racing or gaming license or an Authorization to Operate a Simulcast Wagering Facility denied, revoked, or suspended for any reason?~~

~~Yes No (Circle One) If yes to the above, state type of license, where, when, and for what reason.~~

\_\_\_\_\_

\_\_\_\_\_

~~D. Have you ever been granted a racing or gaming license or an Authorization to Operate a Simulcast Wagering Facility or been a participant in any group, which has been issued a racing or gaming license or Authorization to Operate a Simulcast Wagering Facility by the State of California? Yes No (Circle One)~~

~~If yes, state type of license or Authorization to Operate a Simulcast Wagering Facility, name of establishment, location, and period held.~~

\_\_\_\_\_

Applicant Initials \_\_\_\_\_

~~E. Do you, to the best of your knowledge, have any relatives associated with or employed in the racing or gaming industry? (Include blood relatives of yourself or your spouse/domestic partner, to the first cousin family extension.)~~

~~Yes No (Circle One) If yes, state the name, relation, and association or employment.~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~F. If currently or previously employed or engaged in California racing or Simulcasting give years of issuance and types of licenses.~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. FINANCIAL**

~~A. Have you made or do you intend to make any monetary investment into this business: Yes No (Circle one)~~

~~State the percentage of ownership: \_\_\_\_\_%.~~

~~B. Are you to receive any form of consideration, i.e. monetary, for the services you or your company are to provide?  
Yes No (Circle One)~~

~~If yes, explain fully on page 5. \_\_\_\_\_~~

~~C. Are you to receive or do you expect to receive a percentage of ownership of this operation or business for the services you or your company are providing? Yes No (Circle One)~~

~~If yes, explain fully on page 5.~~

~~D. List those person(s) who share a financial interest with you in the operation of this facility, live race meet contract or concession:~~

~~1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_~~

~~E. Has your interest in this facility or operation been assigned, pledged, or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged, or sold either in part or in whole?~~

~~Yes No (Circle One) If yes, please explain on Page 5.~~

~~F. Have you ever filed bankruptcy? Yes No (Circle One)~~

~~If yes, please explain below. If more space is needed, use page 5.~~

Applicants Initials \_\_\_\_\_

<b>PUBLIC INFORMATION</b>



personal records which may be required during the background investigation. (Authority: Business and Professions Code Section 19440, Public Law 93-579, Section 7).

Last Name _____	First Name _____	Middle Name _____
Present Residence Address Street or RFD _____	City _____	State/Zip _____ Since _____
Residence Telephone (—) _____		
Social Security Number _____	Driver's License No. & State _____	
Spouse's/Domestic Partner's Social Security Number _____	Driver's License No. & State _____	
Spouse's/Domestic Partner's Residential Address if different than above _____		
Residence Telephone if different than above (—) _____		

Applicant Initials \_\_\_\_\_

**AFFIDAVIT OF APPLICANT**

I, \_\_\_\_\_, certify under penalty of perjury that the above statements are true and correct  
 \_\_\_\_\_  
 Print Name  
 to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial of the application applied for, and that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial or revocation of a license or Board approval; further, that I am voluntarily submitting this application under oath with full knowledge that the California Business and Professions Code, Section 19439, provides that any person who willfully makes and subscribes any certification made under penalty of perjury which is materially false in any particular, is guilty of a felony and shall be punished in the manner prescribed by the Penal Code for the punishment of perjury; and further, that I understand and agree that I must accept any risk of adverse public notice, embarrassment, criticism or other action arising from the application processes, or financial loss which may result from action with respect to my application, and I expressly waive any claim for damages as a result of such risk and action, provided that any disclosure occurs in the normal course of business by Board staff acting in a reasonable manner when using due care to protect my privacy.

\_\_\_\_\_  
 APPLICANT: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

DATE: \_\_\_\_\_

Applicant Initials \_\_\_\_\_

**APPLICANT'S REQUEST TO RELEASE INFORMATION**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
 Applicant's Full Name (Please Print)

1. ~~This authorization is not valid for bank, investment or tax records.~~

2. ~~I hereby authorize and request all persons to whom this request is presented having information relating to or concerning me to furnish such information to a duly appointed representative of the California Horse Racing Board.~~

3. ~~I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning me to permit a duly appointed representative of the California Horse Racing Board to review and copy any such documents.~~

4. ~~I have filed with the California Horse Racing Board an "application" as that term is defined in Section 19480 of the California Business and Professions Code. I understand that I am seeking the granting of a privilege and acknowledge that the burden of proving my qualifications for a favorable determination is at all times on me.~~

5. ~~I do, for myself, my heirs, executors, administrators, successors and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his representatives and employees from all and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which I ever had, now have, may have, or claim to have against the person to whom this request is presented or his representative or employees arising out of or by reason of complying with this request.~~

6. ~~I agree to indemnify and hold harmless the person to whom this request is presented and his representatives and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request, provided that Board staff act in a reasonable manner using due care to protect the privacy of this material.~~

7. ~~A reproduction of this request by the Xerox or similar process shall be for all intents and purposes as valid as the original.~~

In witness whereof, I have executed this request at \_\_\_\_\_,  
\_\_\_\_\_ City

\_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_ State  
\_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Applicant's Signature

Notary Public in and for the County of \_\_\_\_\_, (If not signed in the presence of a CHRB Representative)

State of \_\_\_\_\_

Signature of California Horse Racing Board Representative witnessing the applicant's signature.

\_\_\_\_\_  
Representative (Please Print)

Signature \_\_\_\_\_ Date \_\_\_\_\_ Applicant Initials \_\_\_\_\_

CALIFORNIA HORSE RACING BOARD  
PERSONAL HISTORY RECORD

GENERAL INSTRUCTIONS

This form is to be completed and submitted in conjunction with the following California Horse Racing Board forms:

CHRB-17 - Application for License to Conduct a Horse Racing Meeting

CHRB-25 - Application for Authorization to Operate a Simulcast Wagering Facility

CHRB-87 - Application for Approval as a Concessionaire

CHRB-86 - Application for License as a Contractor or Sub-contractor

CHRB-228 - Application for License to Operate a Minisatellite Wagering Facility

If a CHRB-25A, Personal History Record, has been provided within the past five years, submit only the information that has changed.

Answer every question. If a question does not apply, state N/A. Do not misstate or omit any material facts, as each statement made herein is subject to verification. After completing each page, place your initials in the lower right corner of the page, attesting to the accuracy and completeness of the information contained.

Applicants are advised that this Personal History Record is an official document, and any misrepresentations or failure to disclose relevant information may be deemed sufficient cause for the refusal, denial, or revocation of a license.

Applicants are advised that the forms listed above may not be withdrawn without the permission of the Board.

AFFIDAVIT OF APPLICANT

I certify under penalty of perjury that the above statements are true and accurate to the best of my knowledge and belief, that this statement is executed with the knowledge that any misrepresentation or failure to reveal information may be deemed sufficient cause for denial of the application applied for, and that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial or revocation of a license.

Further, I acknowledge that I am voluntarily submitting this application under oath with full knowledge that California Business and Professions Code section 19439 provides that any person who willfully makes and subscribes any certification made under penalty of perjury that is materially false in any particular is guilty of a felony and shall be punished in the manner prescribed by the Penal Code for the punishment of perjury. I understand and agree that I must accept any risk of adverse public notice, embarrassment, criticism, or other action arising from the application processes or financial loss that may result from action with respect to my application, and I expressly waive any claim for damages as a result of such risk and action, provided that any disclosure occurs in the normal course of business by Board staff acting in a reasonable manner when using due care to protect my privacy.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

CALIFORNIA HORSE RACING BOARD  
PERSONAL HISTORY RECORD

<u>PERSONAL INFORMATION</u>			
Your Full Name (Last, First Middle)			
Other Names, Including Nicknames, You Have Used or Have Been Known By			
<u>RESIDENCE ADDRESS</u>	Street		Apartment/Unit
	City	State	Zip Code
<u>MAILING ADDRESS, IF DIFFERENT FROM ABOVE</u>	Street		Apartment/Unit
	City	State	Zip Code
<u>CONTACT NUMBERS</u>	Home Telephone with Area Code	Business Telephone with Area Code    Extension	Other Telephone <input type="checkbox"/> Cell <input type="checkbox"/> Fax
<u>E-MAIL ADDRESS(ES)</u>	Home E-Mail		Business E-Mail
<u>PHYSICAL DESCRIPTION</u>	Height	Weight (lbs.)	Hair Color    Eye Color
Social Security Number	Driver's License Number	Date of Birth	Place of Birth (City, State)
Are you a US Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No    If "No", describe immigration status:			

<u>MARITAL INFORMATION</u>			
Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed			
Spouse/Domestic Partner Full Name (Last, First Middle)			
Other Names, Including Nicknames, Used or Have Been Known By			
<u>RESIDENCE ADDRESS</u>	Street		Apartment/Unit
	City	State	Zip Code
Occupation:			
Employer:			
City	State	Zip Code	
<u>CONTACT NUMBERS</u>	Home Telephone with Area Code	Business Telephone with Area Code    Extension	Other Telephone <input type="checkbox"/> Cell <input type="checkbox"/> Fax
<u>E-MAIL ADDRESS(ES)</u>	Home E-Mail		Business E-Mail
Social Security Number	Driver's License Number	Date of Birth	Place of Birth (City, State)

CALIFORNIA HORSE RACING BOARD  
**PERSONAL HISTORY RECORD**

**EXPERIENCE AND EMPLOYMENT**

Beginning with your most recent job you have had, list all jobs, including part-time, temporary, and volunteer positions for the past twenty years, or since or eighteen birthday, whichever is less.

If you have had military experience, which includes reserve duty, enter your military base, assignment(s), or unit assignment. List ALL periods of unemployment in excess of 30 days.

<u>Name of employer or military unit</u>				<u>From (MM/YYYY)</u>	<u>To (MM/YYYY)</u>
<u>Address (number / street / suite / or base)</u>				<u>Contact number</u>	<u>EXT</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>		
<u>Job Title / Rank</u>	<u>Type of Employment (Check all that apply)</u> <input type="checkbox"/> FT <input type="checkbox"/> PT <input type="checkbox"/> Temp <input type="checkbox"/> Self-employed <input type="checkbox"/> Volunteer				
<u>Duties / Assignments</u>	<u>Reason for leaving</u>				
Was racing or gaming present: <input type="checkbox"/> Yes <input type="checkbox"/> No					
If YES, explain:					

<u>Name of employer or military unit</u>				<u>From (MM/YYYY)</u>	<u>To (MM/YYYY)</u>
<u>Address (number / street / suite / or base)</u>				<u>Contact number</u>	<u>EXT</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>		
<u>Job Title / Rank</u>	<u>Type of Employment (Check all that apply)</u> <input type="checkbox"/> FT <input type="checkbox"/> PT <input type="checkbox"/> Temp <input type="checkbox"/> Self-employed <input type="checkbox"/> Volunteer				
<u>Duties / Assignments</u>	<u>Reason for leaving</u>				
Was racing or gaming present? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If YES, explain:					

<u>Name of employer or military unit</u>				<u>From (MM/YYYY)</u>	<u>To (MM/YYYY)</u>
<u>Address (number / street / suite / or base)</u>				<u>Contact number</u>	<u>EXT</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>		
<u>Job Title / Rank</u>	<u>Type of Employment (Check all that apply)</u> <input type="checkbox"/> FT <input type="checkbox"/> PT <input type="checkbox"/> Temp <input type="checkbox"/> Self-employed <input type="checkbox"/> Volunteer				
<u>Duties / Assignments</u>	<u>Reason for leaving</u>				

CALIFORNIA HORSE RACING BOARD  
**PERSONAL HISTORY RECORD**

Was racing or gaming present:  Yes  No

If YES, explain:

FINANCIAL INFORMATION

HAVE YOU EVER FILED FOR OR DECLARED BANKRUPTCY?

YES  NO IF YES, explain and include when, where, and the circumstances, as well as which chapter you filed under (i.e., Chapter 7, 11 or 13).

HAVE YOU MADE OR DO YOU INTEND TO MAKE ANY MONETARY INVESTMENT INTO THIS BUSINESS?

YES  NO IF YES, state the percentage of ownership.

WILL YOU RECEIVE ANY FORM OF CONSIDERATION (INCLUDING MONETARY) FOR THE SERVICES YOU OR YOUR COMPANY ARE TO PROVIDE?

YES  NO IF YES, explain in detail.

WILL YOU RECEIVE OR DO YOU EXPECT TO RECEIVE A PERCENTAGE OF OWNERSHIP OF THIS OPERATION OR BUSINESS IN EXCHANGE FOR THE SERVICES YOU OR YOUR COMPANY ARE PROVIDING?

YES  NO IF YES, explain in detail.

LIST ALL INDIVIDUALS WHO SHARE A FINANCIAL INTEREST IN THE OPERATION OF THIS FACILITY, LIVE RACE MEET CONTRACT, OR CONCESSION:

1. \_\_\_\_\_ 4.  
 2. \_\_\_\_\_ 5.  
 3. \_\_\_\_\_ 6.

HAS YOUR INTEREST IN THIS FACILITY OR OPERATION BEEN ASSIGNED, PLEDGED, OR HYPOTHECATED TO ANY PERSON, FIRM, OR CORPORATION, OR HAS ANY AGREEMENT BEEN ENTERED INTO WHEREBY YOUR INTEREST IS TO BE ASSIGNED, PLEDGED, OR SOLD EITHER IN PART OR IN WHOLE?

YES  NO IF YES, explain in detail.

CONVICTION INFORMATION

- 1. Have you ever been convicted of any criminal offense, excluding minor traffic offenses?.....  YES  NO
- 2. Have you ever been convicted of a gambling-related offense, whether felony or misdemeanor?.....  YES  NO
- 3. Do you have a pending court proceeding for any criminal offense?.....  YES  NO

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, YOU MUST COMPLETE THE FOLLOWING:***

**CALIFORNIA HORSE RACING BOARD**  
**PERSONAL HISTORY RECORD**

<u>Charge(s)</u>	<u>Place(s) Department(s)</u>	<u>Date of Conviction</u>
<u>Court (Federal, Superior, etc.)</u>	<u>Final Disposition</u>	
<u>Court Address</u>		
<u>Comments or Explanation</u>		

**AUTHORIZATION TO OPERATE**

HAVE YOU EVER HELD OR BEEN APPROVED TO HOLD A PRIVILEGED OR PROFESSIONAL LICENSE IN ANY STATE, INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOW?

Racetrack Owner/Operator   
  Horse Trainer   
  Jockey   
  Harness Driver  
 Real Estate Broker   
  Real Estate Salesperson   
  Doctor   
  Lawyer  
 Securities Dealer   
  Boxing Promoter   
  Liquor Distribution   
  Gaming—Ownership/Work Permit  
 YES     NO    IF YES, state where, the years held, and the nature of any disciplinary actions taken against you.

HAVE ANY OF YOU EVER HELD A FINANCIAL INTEREST IN A GAMBLING VENTURE, INCLUDING A HORSE RACE TRACK, DOG TRACK, RACEHORSE OR DOG, LOTTERY, BINGO VENUE, CASINO, SPORTS BOOK OPERATION, CARD ROOM, OR PARI-MUTUEL OPERATION **OUTSIDE** THE STATE OF CALIFORNIA?

YES     NO

HAVE YOU EVER BEEN GRANTED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY OR BEEN A PARTICIPANT IN ANY GROUP THAT HAS BEEN GRANTED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST FACILITY?

YES     NO

IF YES, HAS THAT LICENSE EVER BEEN SUSPENDED OR REVOKED FOR ANY REASON?

YES     NO

HAVE YOU EVER BEEN REFUSED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY FOR ANY REASON OR BEEN A PARTICIPANT IN ANY GROUP THAT HAS BEEN REFUSED A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST FACILITY?

YES     NO

HAVE YOU EVER WITHDRAWN A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY FOR ANY REASON OR BEEN A PARTICIPANT IN ANY GROUP THAT HAS WITHDRAWN A RACING OR GAMING LICENSE OR AN AUTHORIZATION TO OPERATE A SIMULCAST FACILITY?

YES     NO

TO THE BEST OF YOUR KNOWLEDGE, DO YOU HAVE ANY FAMILY MEMBERS, RELATIVES, ETC. ASSOCIATED WITH OR EMPLOYED IN THE RACING AND/OR GAMING INDUSTRY? (INCLUDE BLOOD RELATIVES OR YOURSELF AND YOUR SPOUSE/DOMESTIC PARTNER TO THE FIRST COUSIN FAMILY EXTENSION.)

YES     NO

CALIFORNIA HORSE RACING BOARD  
PERSONAL HISTORY RECORD

IF YOU ANSWERED "YES" TO ANY OF THE QUESTIONS ABOVE, PROVIDE DETAILED INFORMATION BELOW (RELEVANT DATES, LOCATIONS, REASONS, ETC.)

ARE YOU CURRENTLY OR HAVE EVER BEEN EMPLOYED OR ENGAGED IN RACING OR SIMULCASTING WITHIN THE STATE OF CALIFORNIA?

YES  NO

IF "YES," PROVIDE DETAILED LICENSE INFORMATION (LICENSE TYPE, NUMBER, DATES OF LICENSURE, ETC.).

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1634, CLAIMING OPTION ENTRY; RULE 1656, ERRORS WHICH INVALIDATE CLAIM; AND RULE 1658, VESTING OF TITLE TO CLAIMED HORSE; TO ALIGN WITH FEDERAL REGULATIONS REGARDING CLAIMING RACES

Board Meeting  
August 15, 2024

ISSUE:

The Horseracing Integrity and Safety Authority (HISA) recently amended its Federal regulations pertaining to claiming races. To maintain consistency with the Federal regulations, the California Horse Racing Board (Board) seeks to amend Board Rule 1634, Claiming Option Entry; Board Rule 1656, Errors Which Invalidate Claim; and Board Rule 1658, Vesting of Title to Claimed Horse.

BACKGROUND:

Business and Professions Code (BPC) section 19420 provides that 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, is vested in the Board.

BPC section 19440 provides, in part, that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law and that the Board's responsibilities shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and parimutuel wagering.

BPC section 19562 provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of Horse Racing Law, under which all horse races with wagering on their results shall be conducted in California.

The Horseracing Integrity and Safety Act of the 2021 Consolidated Appropriations Act created HISA as a private, self-regulatory organization. HISA must develop rules related to horseracing, including anti-doping, medication control, and racetrack safety rules. The Federal Trade Commission (FTC) is given broad oversight over HISA. The FTC, after providing an opportunity for public comment, must approve or disapprove any rule proposed by HISA.

ANALYSIS:

Currently, Board Rule 1634 allows the owner, at the time of entry into a claiming race, to declare a horse ineligible to be claimed if it has been laid off and has not started for a minimum of 180 days since its last start, and the horse is entered for a claiming price

not less than the price at which it last started. The proposed regulatory action will amend Board Rule 1634 to align with HISA Rule 2263, Waiver Claiming Option, by reducing the minimum number of days required since the last start from 180 to 120. Additionally, for consistency with HISA Rule 2263, Board Rule 1634 will be amended to allow for ineligibility to apply to a second consecutive start following each such layoff, instead of only the first start, provided that certain conditions are met.

Board Rule 1656 will be amended to update the reference to the claim form, CHRB-11 Agreement to Claim, to reflect the latest version of the form, which is explained below. Also, a non-substantive, technical edit will be made to the title of the rule.

Subsection (c) of Board Rule 1658 currently stipulates that the stewards shall not void a claim if the claimant elects to claim the horse regardless of whether the racing or official veterinarian determines the horse will be placed on the Veterinarian's List as unsound or lame, and subsection (c)(1) requires that the election made under subsection (c) be entered on the CHRB-11 Agreement to Claim. The proposed regulatory action will amend subsection (b)(2)(A) of Board Rule 1658 to include the term "epistaxis," which has the same meaning as "bled" and is used in the HISA rule. The proposed regulatory action also will amend subsection (c) of Board Rule 1658 to align with subsection (f) of HISA Rule 2262, Void Claim, by adding "bled" as one of the reasons for placement on the Veterinarian's List as it relates to subsection (c). Additionally, the reference to the form CHRB-11 Agreement to Claim will be updated to reflect the latest version of the form, which has been revised to include "bled/epistaxis" for consistency with the changes to subsections (b)(2)(A) and (c) of Board Rule 1658. Non-substantive, technical edits will also be made to the Board rule and claim form.

#### RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 6. ENTRIES AND DECLARATIONS  
PROPOSED AMENDMENT OF RULE 1634, CLAIMING OPTION ENTRY

1634. Claiming Option Entry.

(a) At the time of entry into a claiming race, the owner may opt to declare a horse ineligible to be claimed, provided:

(1) The horse has been laid off and has not started for a minimum of ~~480~~120 days since its last race, and

(2) The horse is entered for a claiming price equal to or greater than the price at which it last started.

(b) Failure to declare the horse ineligible at the time of entry may not be remedied.

(c) Ineligibility shall apply ~~only~~ to the first start following each such layoff.

(d) Ineligibility may apply to a second consecutive start following each such layoff, provided:

(1) The horse was declared ineligible in the first start following the layoff;

(2) The horse did not win in its first start following the layoff;

(3) The horse did not change majority ownership after its first start following the layoff; and

(4) The provision in subsection (a)(2) still applies.

Authority: Sections 19420 and 19440,  
Business and Professions Code.

Reference: Sections 19408.2 and 19562,  
Business and Professions Code.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 7. CLAIMING RACES  
PROPOSED AMENDMENT OF RULE 1656, ERRORS WHICH INVALIDATE CLAIM

1656. Errors ~~Which~~That Invalidate Claim.

A claim is invalid if the name of the horse to be claimed is erroneously spelled or not specified on the claim form, CHRB-11 (~~REV. 8/14~~Rev. 7/24) Agreement to Claim, which is hereby incorporated by reference; or if the claim form is not signed by an owner authorized to claim or a member of a racing interest authorized to claim or their properly registered authorized agent; or is not accompanied by a certification from the paymaster of purses that the amount of the claim and all applicable taxes is on deposit with the association or such paymaster of purses; or is deposited at a place other than that provided by the association; or is not deposited within the correct time; or does not specify the racing interest making the claim; or does not correctly specify the name of the new trainer, the claiming race number, or the date of the claiming race; or is otherwise so defective in any particular that the stewards cannot approve its validity; or fails to specify the designated claiming price.

Authority: Sections 19420, 19440 and 19562,  
Business and Professions Code.

Reference: Sections 19408.2 and 19562,  
Business and Professions Code.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 7. CLAIMING RACES  
PROPOSED AMENDMENT OF  
RULE 1658, VESTING OF TITLE TO CLAIMED HORSE

1658. Vesting of Title to Claimed Horse.

(a) Title to a horse ~~which~~that is claimed shall be vested in the successful claimant from the time the field has been dispatched from the starting gate and the horse becomes a starter; and said successful claimant becomes the owner of the horse unless voided by the stewards under the provisions of this article. Only a horse ~~which~~that is officially a starter in the race may be claimed. A subsequent disqualification of the horse by order of the stewards or the Board shall have no effect upon the claim.

(b) The stewards shall void the claim and return the horse to the original owner if:

(1) The horse suffers a fatality during the running of the race or dies or is euthanized before leaving the track, or

(2) The racing or official veterinarian determines the horse will be placed on the Veterinarian's List as bled, unsound, or lame before the horse is released to the successful claimant.

(A) "Bled," also referred to as "epistaxis," is defined as the racing or official veterinarian observing a horse bleeding from one or both nostrils during or after the race, and determining that such bleeding is a direct result of exercise—induced pulmonary hemorrhage.

(c) The stewards shall not void the claim if, prior to the race in which the horse is claimed, the claimant elects to claim the horse regardless of whether the racing or official veterinarian determines the horse will be placed on the Veterinarian's List as bled, unsound, or lame.

(1) An election made under subsection (c) of this rule shall be entered on the form CHRB-11 (Rev. ~~8/47/24~~8/47/24) Agreement to Claim, in accordance with section 1656 of this article.

(d) The claim shall be void if the race is called off, canceled, or declared no contest in accordance with Rule 1544 of this division.

Authority: Sections 19420 and 19440,  
Business and Professions Code.

Reference: Section 19562,  
Business and Professions Code.

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD  
CHRB-11 (REV. 8/14 Rev. 7/24)

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

NEW TRAINER \_\_\_\_\_  
PRINT NAME OF NEW TRAINER

**AGREEMENT TO CLAIM**

A claim is hereby made for the horse \_\_\_\_\_ from the \_\_\_\_\_  
race on \_\_\_\_\_ at this meeting in accordance with the Rules and Regulations of the California Horse Racing Board.  
DATE OF RACE PRINT CORRECT NAME OF HORSE RACE NUMBER

I certify that this claim is made for \_\_\_\_\_, that the claiming price of  
PRINT NAME(S) OF RACING INTEREST MAKING CLAIM

\$ \_\_\_\_\_, \_\_\_\_\_ . 00

plus all applicable taxes is on deposit with the Paymaster of Purse, and that my/our account is to be charged such amount upon the vesting of title to such claimed horse to me/us. I further certify my/our eligibility to claim is by reason of:  Licensed Horse Owner  Open Claim Certificate on file

I elect to claim this horse regardless of whether the racing or official veterinarian determine the horse will be placed on the Veterinarian's List as bled/epistaxis, unsound, or lame.  Yes

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT FOR CLAIMANT

\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF AUTHORIZED AGENT FOR CLAIMANT

\_\_\_\_\_  
SIGNATURE OR SIGNATURES OF CLAIMANT(S)

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE PROPOSED AMENDMENT TO CHRB RULE 1497, CONFIDENTIALITY OF APPLICATIONS, AND CHRB RULE 1548, RULINGS BY THE STEWARDS, TO ALIGN WITH CURRENT PRACTICES REGARDING THE CONFIDENTIALITY OF INFORMATION AND COMPLY WITH THE INFORMATION PRACTICES ACT.

Board Meeting  
August 15, 2024

ISSUE:

California Horse Racing Board (Board) Rule 1497, Confidentiality of Applications, and Board Rule 1548, Rulings by the Stewards, do not align with current Board practices regarding the confidentiality of information contained on an application or in rulings or orders issued by stewards. Therefore, the Board seeks to amend Board Rules 1497 and 1548 to align with current practices and comply with the Information Practices Act.

BACKGROUND:

Business and Professions Code (BPC) section 19420 provides that 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, is vested in the Board. BPC section 19435 provides that the Board, its executive director, or the stewards, may issue subpoenas for the attendance of witnesses or the production of any records, books, memoranda, documents, or other papers or things, as is necessary to enable any of them to effectually discharge their duties, and may administer oaths or affirmations as necessary in connection therewith. BPC section 19440 provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law, whereby the responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses. BPC section 19460 provides that all licenses are subject to all rules, regulations, and conditions prescribed by the Board. BPC section 19466 provides that the Board shall maintain a current listing of its temporary and permanent licensees and shall include therein identifying information as to each licensee and the address of record. The Board may provide a copy of the listing in the form requested by any federal, state, county, or municipal authority or racing jurisdiction. Civil Code section 1978.61, subsection (a), states that nothing prohibits the release of only names and addresses of licensees.

ANALYSIS:

The proposed regulatory action would amend Board Rule 1497 to align with current practices and information regarding confidentiality provided on the CHRB-4, Application for License, form. It would specify the parameters in which information contained on an application would be considered confidential in compliance with the Information Practices

Act. The proposed regulatory action would also amend Board Rule 1548 to align with the current practice of not including social security numbers in rulings or orders issued by the stewards.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 4. OCCUPATIONAL LICENSES  
PROPOSED AMENDMENT TO  
RULE 1497. CONFIDENTIALITY OF APPLICATIONS

~~(a) Except as set forth in Subsection (b) of this rule, all information contained on an application for license filed with the Board and all subsidiary information required by the Board in conjunction with such application, may be disclosed to the public.~~

No information contained in an application for license filed with the Board, or subsidiary information required in conjunction with such application, shall be considered confidential unless:

~~(b) The following information when contained on an application for license, or when required by the Board as subsidiary information in conjunction with such application, is confidential and shall not be disclosed to the public except in compliance with an order of the Board or any legal order of any court or other agency having jurisdiction of the enforcement of any state or federal laws.~~

~~(1) Personal addresses, personal residences and personal telephone numbers.~~

~~(a2) The information includes Ppersonal identification numbers such as social security numbers, federal identification numbers, driver's license numbers, and bank account numbers;:-~~

~~(b3) The information includes Sstatements of personal worth and personal financial data used to establish the applicant's personal qualifications for license;:-~~

~~(c4) The information relates to Information regarding minor children;:- or~~

(d) The information is marked or otherwise identified as confidential in the application.

Authority: Sections 19440 and 19460,  
Business and Professions Code.

Reference: Sections 19435, 19440, 19460 and 19466,  
Business and Professions Code.

CALIFORNIA CODE OF REGULATIONS  
TITLE 4. BUSINESS REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 5. RACING OFFICIALS  
PROPOSED AMENDMENT TO  
RULE 1548. RULINGS BY THE STEWARDS

(a) Any ruling or order issued by the stewards shall specify:

(1) the full name of the licensee or person subject to the ruling or order;

(2) the his-date of birth of the licensee or person subject to the ruling or order and social security number, if known;

(3) the rule or regulation violated; a statement of the offense charged including any rule number, and

(4) the penalty imposed.

(b) Any person affected by any ruling or order shall be notified.

Authority: Sections 19420 and 19440,  
Business and Professions Code.

Reference: Sections 19420 and 19440,  
Business and Professions Code.



## Economic Impact of the California Horse Industry

2023 Report by the American Horse Council

*The California Horse Power Coalition is proud to report the results of the American Horse Council's 2023 Economic Impact Study. The California breakout study surveyed horse owners and suppliers throughout the state to determine the industry's impact on the California economy.*

---

### ECONOMY

From the direct impact of caring for California's estimated **477,426 horses** and spending on events and recreation, to the ripple effects on other sectors of the economy, the equine industry is an enduring economic driver for the state of California, seeing tremendous growth since the previous study was conducted in 2018.

Total Value to CA Economy: **\$11.6 Billion**  
*39.8% increase from \$8.3 Billion*

Total Employment: **132,496 Jobs**  
*14.7% increase from 115,474*

Direct Contribution to CA GDP: **\$6.5 Billion**  
*44.4% increase from \$4.5 Billion*

Direct Employment: **93,467 Jobs**  
*20.3% increase from 77,703*

### POPULARITY

Horses are incredibly popular in the State of California. **30.48% of households in 2022 reported having an enthusiast in their home:** someone who participates in or attends horse events and activities. This holds steady from the 2018 study, which reported 30.5% households with a horse enthusiast.

- California Households with a horse enthusiast: **4.1 Million**
- Household income for 21% of horse enthusiasts: **\$50,000–\$75,000**
- Participants under the age of 18: **38%**

The equine industry generates tourism to California through competitions, sporting events, recreational events and more. In 2022, individuals are estimated to have spent **\$4.2 billion in California on travel, dining, and lodging** while participating in and attending these events.

- Total Tourism Impact: **\$6.1 Billion**
- Direct Tourism Impact: **\$3.3 Billion**

### HORSE RACING

California is one of the largest horse racing hubs in the United States, with nine racecourses across the state. The state has been selected as the host site for the Breeders' Cup World Championships, which began in 1984, at Santa Anita Park and Del Mar for 12 of the last 18

years, including this year and 2025. Kentucky, also a major racing and breeding state, hosted the Breeders' Cup for the other six years.

Last year, California horse racing saw **\$135 Million in purses**, with **total handle of \$3.2 Billion**. Employment rose significantly to 24,860 direct jobs, up from 17,798 in 2018.

- Total Economic Impact: **\$2.5 Billion**
- Direct Economic Impact: **\$1.5 Billion**
  
- Total Employment: **36,890 Jobs**
- Direct Employment: **24,860 Jobs**

## **RECREATION & LAND PRESERVATION**

Recreational activities – including horseback riding lessons, trail riding, and more – foster individual relationships with horses and encourage the preservation of trails and public lands through associations that support these activities and their associated environmental conservation work.

- **1.3 Million** California households who participated in trail riding
- **816,000+** California households who took riding lessons

Additionally, the horse industry plays a significant role in preserving agricultural land.

- **87%**: California trail riders who utilized public land
- **48%**: California horse owners report owning or leasing a farm, barn, or stable.
- **410,000 acres**: California land owned or leased for horse-related uses

## **EQUINE WELFARE**

The California equine industry cares for horses throughout their lives. A network of 123 animal welfare organizations across the state – including aftercare organizations, equine rescues, and equine sanctuaries – are dedicated to the rehabilitation, re-training, and/or retirement of the state's estimated 477,000+ horses.

- Total Economic Impact: **\$14.7 Million**
- Direct Economic Impact: **\$8.6 Million**
  
- Employee Compensation: **\$4.8 Million**
- Total Employment: **196**
- Direct Employment: **150**



# CALIFORNIA HORSE INDUSTRY

## 2023 ECONOMIC IMPACT REPORT

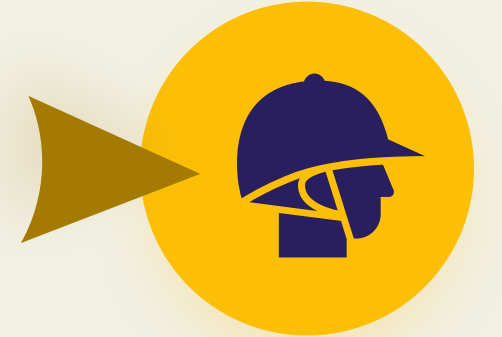


# \$11.6 BILLION

Total Value to the California Economy

# 132,496

Total California Jobs



# 93,467

Industry Workers



# \$6.5 BILLION

Direct Contribution to GDP



# 410,000

Acres of California Land Owned or Leased for Horse-Related Purposes



# 477,426

Horses in California

California Residents who Volunteer Their Time with Horses:

# 220,000



# 4.1 MILLION

California Households with Horse Enthusiasts



# CALIFORNIA RACING SECTOR

## 2023 ECONOMIC IMPACT REPORT



# \$2.5 BILLION

Total Value to the California Economy

# 36,890

Total California Jobs



# 24,860

Industry Workers



# \$1.5 BILLION

Direct Contribution to GDP

# \$136

## MILLION

Total Purses



# \$3.2

## BILLION

Total Handle

# 816,000

Horseback Riding Lessons Taken in California



# \$100

## MILLION

Generated by Breeders' Cup Championships in local economy



# CALIFORNIA HORSE INDUSTRY

## 2023 ECONOMIC IMPACT REPORT



### COMPETITION SECTOR

**\$2.1**  
BILLION

Total Value to California Economy

**\$1.2**  
BILLION

Direct Contribution to California GDP

**25,278**

Total Jobs Supported

**18,081**

Industry Workers

### RECREATION SECTOR

**\$2.2**  
BILLION

Total Value to California Economy

**\$1.2**  
BILLION

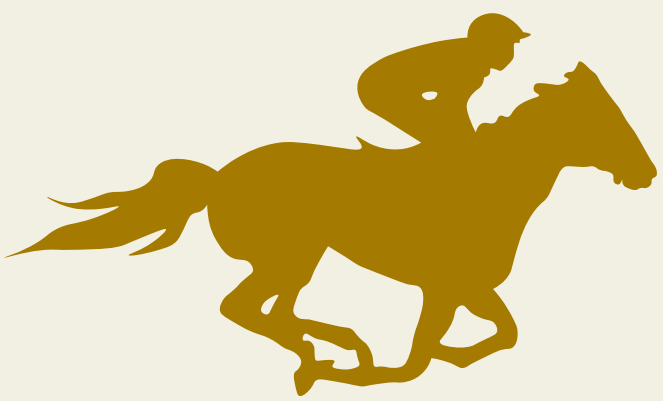
Direct Contribution to California GDP

**25,922**

Total Jobs Supported

**18,410**

Industry Workers



### RACING SECTOR

**36,890**

Total Jobs Supported

**24,860**

Industry Workers

**\$2.5**  
BILLION

Total Value to California Economy

**\$1.5**  
BILLION

Direct Contribution to California GDP

### RESCUES & SANCTUARIES

**\$14.7**  
MILLION

Total Value to California Economy

**\$8.6**  
MILLION

Direct Contribution to California GDP

**196**

Total Jobs Supported

**150**

Industry Workers

### EQUINE ASSISTED THERAPY

**\$42.5**  
MILLION

Total Value to California Economy

**\$30.3**  
MILLION

Direct Contribution to California GDP

**673**

Total Jobs Supported

**579**

Industry Workers

## STAFF ANALYSIS

Discussion and action by the Board regarding the request for approval of the nominated members to the Board of Directors of the California Thoroughbred Horsemen's Foundation, Inc., pursuant to CHRB Rule 2049(a), Designation and Approval of Horsemen's Welfare Fund

Board Meeting  
August 15, 2024

### ISSUE:

Pursuant to California Horse Racing Board (Board) Rule 2049, Designation and Approval of Horsemen's Welfare Fund, the California Thoroughbred Horsemen's Foundation, Inc. (CTHF) requested Board approval of the nominated members to its Board of Directors.

### BACKGROUND:

Business and Professions Code (BPC) section 19440 provides that the Board shall have all powers necessary and proper for it to carry out the purposes of the Horse Racing Law. BPC section 19641 states that any redistributable money in a pari-mutuel pool subject to payment to a claimant pursuant to BPC section 19598, but not successfully claimed within that period, shall be paid as specified and an estimated payment equal to 20 percent of the preceding year's unclaimed redistributable money shall be distributed to the welfare fund as specified.

Board Rule 2049, Designation and Approval of Horsemen's Welfare Fund, sets forth the requirements for the establishment and designation of a charitable corporation to administer the horsemen's welfare fund for the benefit of horsemen. Board Rule 2049 requires that the charitable corporation have a minimum of five and a maximum of eleven directors who are subject to Board approval. The charitable corporation shall select at least one director or trustee without financial interest in horse racing pursuant to BPC section 19641.2(c).

The CTHF is a self-administered charitable program dedicated to assisting financial needy backstretch workers and their primary dependents. The CTHF offers medical and dental care, prescriptions, eye testing and glasses, financial aid, social programs, free clothing, and household items. The CTHF also provides services and support through the California Thoroughbred Trainers (CTT), the Winners Foundation, and the Chaplaincy program. The CTHF is regulated by the Board and is funded principally through the receipt of unclaimed winning pari-mutuel ticket revenues and a share of Advance Deposit Wagering (ADW) receipts. Additionally, donations and support are received from thoroughbred tracks, the Thoroughbred Owners of California (TOC), and individual donors.

ANALYSIS:

The CTHF nominated three individuals for open board member positions. The following individuals, all returning directors, were re-elected for a three-year term expiring on June 30, 2027.

Thomas R. Bell  
Damascus Castellanos  
Josh Rubinstein

Approval of the nominations keeps the CTHF board at a total of ten members, which is within the range of directors permitted under Board Rule 2049.

In accordance with Board Rule 2049, subsection (a), the nominations are submitted to the Board for approval.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.

"Assisting Horsemen in Need"



June 21, 2024

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

KEN SMOLE  
*President*

JOSH RUBINSTEIN  
*Vice President*

ANGIE CARMONA  
*Secretary/Treasurer*

*Board of Directors*

RAY BELL  
ANGIE CARMONA  
DAMASCUS CASTELLANOS  
JAMES DUNN, M.D.  
STEPHANIE HRONIS  
LUCY LAWRENCE  
JOSH RUBINSTEIN  
ERIC SINDLER  
KEN SMOLE  
MILLIE YAKTEEN

*In Memoriam*  
NOBLE THREEWITT

*Director Emeritus*  
LEONARD DORFMAN

JORDYN EGAN  
*Executive Director*

Dear Scott:

CHRB Rule 2049 (a) requires our foundation to gain approval of the CHRB for directors elected to our board, whether serving another term, or new directors to our board.

During the recent June Board of Directors' meeting of the California Thoroughbred Horsemen's Foundation, Inc., nominations were held for open board member positions. The following individuals, all returning directors, were elected for a three-year term, expiring June 30, 2027.

**Thomas R. Bell** (returning board member) better known as "Ray" has been involved in the Thoroughbred Industry as a trainer, owner and breeder for most of his life. He also currently serves as a board member of the California Thoroughbred Trainers. Ray's father and grandfather were also heavily involved in the industry — his grandfather's participation dating back to when Del Mar originally opened in the late 1930's. Ray has seen the benefits the CTHF offers to his employees, and all backstretch workers, and is pleased to be able to represent his fellow stable workers with a seat on the CTHF board.

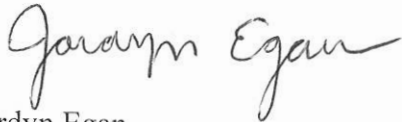
**Damascus Castellanos** (returning board member). As the labor representative on the CTHF board, Damascus has seen the passion his members have for the racing industry, given many of them come from families steeped in California racing's history. His passion has been contagious, and Damascus now brings that passion not only over to the backstretch community, but also as a Commissioner on the California Horse Racing Board.

**Josh Rubinstein** (returning board member). Josh is President and Chief Operating Officer of the Del Mar Thoroughbred Club. He serves on several Industry committees and boards including the National Thoroughbred Racing Association (NTRA), the Thoroughbred Racing Association (TRA), and Southern California Off-Track Wagering Inc. (SCOTWINC).

These nominations keep our board at a total of ten members, within the scope of the number allowed by CHRB Rule. (maximum of eleven) Pursuant to Rule 2049 (a) of the California Horse Racing Board Rules and Regulations, the nominations are submitted to the CHRB for approval at a public meeting of the CHRB's choice.

Thank you for your consideration.

Best regards,

A handwritten signature in cursive script that reads "Jordyn Egan". The signature is written in dark ink and is positioned above the printed name.

Jordyn Egan

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

**There is no board package material for Item 11**

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

**There is no board package material for Item 12**

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

**There is no board package material for Item 13**

CALIFORNIA HORSE RACING BOARD

August 15, 2024

REGULAR BOARD MEETING

**There is no board package material for Item 14**