

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

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



REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Wednesday, October 20, 2021**, commencing at **9:30 a.m. via teleconference**. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website (www.chrb.ca.gov) under “Webcasts.”

Please be advised, in accordance with Executive Order N-29-20, the CHRB will provide a teleconference option for its upcoming public meeting, to be held on **October 20, 2021 at 9:30 a.m.** Board members and members of the public are strongly encouraged to participate using the teleconference phone number provided below so as to minimize the spread of COVID-19 and reduce the risk of infection during this current state of emergency. No physical location will be provided.

To participate in the teleconference, dial 888-392-4564 and enter 6896291# when prompted. To comment on an agenda item, press *1 during the call to be added to the queue. If you are a member of the public and wish to listen to the meeting and not participate, we request that you please listen to the meeting via the webcast link on our website to avoid congestion and potential technical difficulties.

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

AGENDA

Action Items:

1. **Approval of the minutes of September 15, 2021.**
2. Report from the **Medication, Safety, and Welfare Committee**.
Pursuant to Gov. Code § 11125.7(a), public comment will not be permitted on an agenda item when an opportunity has been given at a committee hearing for testimony on the item.
3. Discussion and action by the Board regarding the **distribution of race day charity proceeds of Los Alamitos Quarter Horse Racing Association**, from its 2020 race meeting, in the amount of \$4,181, to four beneficiaries.
4. Discussion and action by the Board regarding the **distribution of race day charity proceeds of Los Alamitos Racing Association**, from its 2020 race meeting commitment to California horse racing industry charities in the amount of \$7,000, to four beneficiaries.

5. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Del Mar Thoroughbred Club (DMTC) and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented by the DMTC at its November 3, 2021 through November 30, 2021 race meeting at the Del Mar Racetrack.
6. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Del Mar Thoroughbred Club (T) at Del Mar**, commencing November 3, 2021 through November 30, 2021, inclusive.
7. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
8. **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 via the teleconference line. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.
9. **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).

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at www.chrb.ca.gov. *Information for requesting disability related accommodation for persons with a disability who require aid or services in order to participate in this public meeting, should contact Amanda Drummond. 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
Wendy Mitchell, Member
Alex Solis, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

CALIFORNIA HORSE RACING BOARD

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SACRAMENTO, CA 95825
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REVISED PENDING ADMINISTRATIVE ADJUDICATIONS OCTOBER 2021

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(e). This shall include any matters mentioned below and/or permitted by law.

CASE

A. Proposed Decision of Fitness Hearing

Trainer Applicant: Oscar Garcia

Case Number: 21DM0006

B. Proposed Decision

Trainer Reed Saldana

Case Number: 21LT0001

CALIFORNIA HORSE RACING BOARD

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**PENDING LITIGATION
OCTOBER 2021****COURT LITIGATION**

- A. Ruis Racing, LLC v. California Horse Racing Board**
Superior Court of California, County of Los Angeles

- B. Hollendorfer v. California Horse Racing Board**
Superior Court of California, County of San Diego

- C. Zvi Kriple v. California Horse Racing Board**
Superior Court of California, County of San Diego

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**REGULAR BOARD MEETING MINUTES****Date and Time:** September 15, 2021 at 9:30 a.m.**Location:** Teleconference**Board Members Present:** Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Dennis Alfieri, Member
Wendy Mitchell, Member
Demascus Castellanos, Member
Brenda Washington Davis, Member**Staff Members Present:** Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel**1. APPROVAL OF THE MINUTES OF AUGUST 18, 2021.****Motion:** Approve.**Motioned/Seconded:** Castellanos/Washington Davis.**Roll call vote: Aye:** Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.**Nay:** None. **Motion carried.**

Page 3 in the Board transcript.

2. REPORT FROM THE MEDICATION, SAFETY, AND WELFARE COMMITTEE.

[Postponed until October 2021 regular Board meeting.]

Page 3 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD REGARDING THE ALLOCATION OF RACING DATES FOR RACING YEAR 2022.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Ferraro.**Roll call vote: Aye:** Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.**Nay:** None. **Motion carried.**

Pages 5–27 in the Board transcript.

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

Proceedings of the Regular Meeting of September 15, 2021

Motion: Approve.

Motioned/Seconded: Castellanos/Washington Davis.

Roll call vote: Aye: Gonzales, Mitchell, Castellanos, Washington Davis, Ferraro, Alfieri.

Nay: None. **Motion carried.**

Pages 27–30 in the Board transcript.

5. 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: Alfieri/Washington Davis.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.

Nay: None. **Motion carried.**

Pages 30–34 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION**, FROM ITS 2020 RACE MEETING, IN THE AMOUNT OF \$4,181, TO FOUR BENEFICIARIES.

[Postponed until October 2021 regular Board meeting.]

Motion: N/A.

Motioned/Seconded: N/A.

Roll call vote: Aye: N/A. **Nay:** N/A.

Pages 3 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS RACING ASSOCIATION**, FROM ITS 2020 RACE MEET COMMITMENT TO CALIFORNIA HORSE RACING INDUSTRY CHARITIES IN THE AMOUNT OF \$7,000, TO FOUR BENEFICIARIES.

[Postponed until October 2021 regular Board meeting.]

Motion: N/A

Motioned/Seconded: N/A.

Roll call vote: Aye: N/A. **Nay:** N/A.

Page 3 in the Board transcript.

8. 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, COMMENCING SEPTEMBER 29, 2021, AND CONTINUING THROUGH NOVEMBER 2, 2021.

Motion: Approve with condition that terms of 2019 race meet agreement between Los Angeles Turf Club II and California Thoroughbred Trainers (CTT) be adopted for duration of proposed race meet and mediation continue with said parties in an effort to reach an agreement before the next application for license.

Proceedings of the Regular Meeting of September 15, 2021

Motioned/Seconded: Washington Davis/Ferraro.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.

Nay: None. **Motion carried.**

Pages 51–85 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR (F), AT FRESNO, COMMENCING OCTOBER 6, 2021, AND CONTINUING THROUGH OCTOBER 19, 2021.**

Motion: Approve.

Motioned/Seconded: Castellanos/Gonzales.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.

Nay: None. **Motion carried.**

Pages 34–38 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE PACIFIC RACING ASSOCIATION (PRA) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY PRA AT ITS OCTOBER 20, 2021, THROUGH DECEMBER 21, 2021 RACE MEETING AT THE GOLDEN GATE FIELDS RACETRACK.**

Motion: Approve.

Motioned/Seconded: Washington Davis/Alfieri.

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

Motion carried.

Pages 38–41 in the Board transcript.

11. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION (T), AT GOLDEN GATE FIELDS, COMMENCING OCTOBER 20, 2021, AND CONTINUING THROUGH DECEMBER 21, 2021.**

Motion: Approve with condition that terms of 2019 race meet agreement between Pacific Racing Association and CTT be adopted for duration of proposed race meet with Board urging parties to reach an agreement to replace 2019 race meet agreement by October 2021 regular Board meeting.

Motioned/Seconded: Washington Davis/Ferraro.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.

Nay: None. **Motion carried.**

Pages 85–90 in the Board transcript.

12. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCHANDWAGER.COM, LLC, AT CAL EXPO, COMMENCING OCTOBER 27, 2021, AND CONTINUING THROUGH DECEMBER 21, 2021.**

Proceedings of the Regular Meeting of September 15, 2021

Motion: Approve.

Motioned/Seconded: Castellanos/Washington Davis.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.

Nay: None, **Motion carried.**

Pages 41–46 in the Board transcript.

13. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **PROPOSED AMENDMENT OF CHRB RULE 1652, PROHIBITED ACTIONS WITH RESPECT TO CLAIMS**, REGARDING DECREASING PERMITTED CLAIMS BY STIPULATING THAT A LICENSEE CANNOT DEPOSIT MORE THAN ONE CLAIM FOR A SINGLE HORSE.

Motion: Approve.

Motioned/Seconded: Gonzales/Washington Davis.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Castellanos, Washington Davis, Ferraro.

Nay: None. **Motion carried.**

Pages 46–51 in the Board transcript.

14. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 90–104 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 92–104 in the Board transcript.

15. PUBLIC COMMENT.

Pages 104–110 in the Board transcript.

MEETING ADJOURNED AT 12:04 P.M.

Proceedings of the Regular Meeting of September 15, 2021

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

Chairman

Executive Director

CALIFORNIA HORSE RACING BOARD

October 20, 2021

REGULAR BOARD MEETING

There is no board package material for Item 2

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF
RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS QUARTER HORSE RACING
ASSOCIATION, FROM ITS 2020 RACE MEETING, IN THE AMOUNT OF \$4,181, TO
FOUR BENEFICIARIES

Regular Board Meeting
October 20, 2021

ISSUE

Los Alamitos Quarter Horse Racing Association (LAQHRA) is requesting approval to distribute race day charity proceeds generated at its 2019-20 racing meet from December 27, 2019, to December 22, 2020. From the net race day charity proceeds LAQHRA is proposing a total distribution of \$4,181. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a nonprofit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Los Alamitos Quarter Horse Racing Association 2019-2020 Charity Day Proceeds

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes
1	Permanently Disabled Jockeys Fund	\$ 1,000.00	24%	minimum of 20%	d
2	CARMA	1,300.00	31%		a
3	Winners Foundation	1,000.00	24%	minimum of 5%	c
4	Quarter Horse Benevolent Charity Foundation	881.00	21%	minimum of 5%	b
	Total	\$ 4,181.00	100%		e
	Notes				
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))			
	b	5% to welfare fund for backstretch personnel (B&P 19641 (b))			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse(B&P 19556 (b))			
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))			
	e	overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.			



QUARTER HORSE RACING ASSOCIATION

August 17, 2021

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

Dear Mr.Chaney :

The statutory charitable contribution from our 2020 Los Alamitos Quarter Horse Racing Association race meet was \$4,181. The meet ran from December 27, 2019 to December 20, 2020. Accordingly, we respectfully request CHRB approval to make the following distributions:

Permanently Disabled Jockeys Fund	\$ 1,000
CARMA	1,300
Winners Foundation	1,000
Quarter Horse Benevolent Charity Foundation	<u>881</u>
Total	<u>\$ 4,181</u>

The Permanently Disabled Jockey's Fund provides financial assistance to former jockeys who have suffered catastrophic on-track injuries. It works with industry and medical research groups to improve the safety of both the human and equine athlete.

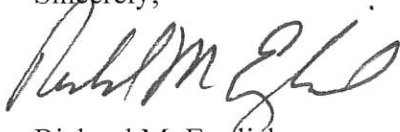
The California Retirement Management Account ("CARMA") provides a range of services to former racehorses in need of rehabilitation toward retirement or placement in a new career.

The Winners Foundation is a support and referral service for employees and family members of the industry whose lives are affected by alcohol, drugs, mental illness, and gambling related problems.

The Quarter Horse Benevolent Charity Foundation welfare fund provides for the physical, social, educational and emotional needs for backstretch employees and family members.

All proposed beneficiaries are industry related charities. I would be pleased to discuss any questions or comments the Board may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. English". The signature is written in a cursive style with a large initial "R" and "E".

Richard M. English

c/c C Alameda

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF
RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS RACING ASSOCIATION,
FROM ITS 2020 RACE MEETING COMMITMENT TO CALIFORNIA HORSE RACING
INDUSTRY CHARITIES IN THE AMOUNT OF \$7,000, TO FOUR BENEFICIARIES

Regular Board Meeting
October 20, 2021

ISSUE

Los Alamitos Racing Association (LARA) did not generate any on-track handle during its 2020 race meet consequently LARA does not have a 2020 statutory race day charity proceeds. Nonetheless, as a demonstration of LARA's commitment to California horse racing industry charities LARA is requesting approval to distribute a voluntary race day charity proceeds from its 2020 race meet for a proposed total distribution of \$7,000 (an amount comparable to its 2019 race day charity distribution). The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a nonprofit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Los Alamitos Racing Association (LARA) Voluntary Charity Day Proceeds
For Race Meet June 24, 2020 - July 7, 2020

#	Nonprofit Organization	Voluntary Proposed Distribution Amounts	Voluntary Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes
1	Permanently Disabled Jockeys Fund	2,000.00	29%	minimum of 20%	d
2	CARMA	2,000.00	29%		a
3	California Thoroughbred Horsemen's Foundation	2,000.00	29%	minimum of 5%	b
4	Winners Foundation	1,000.00	14%	minimum of 5%	c
	Total Voluntary Distribution	7,000.00	100%		e
	Notes				
	a	30% to charities associated with the horse racing industry (B&P 19556(b))			
	b	5% to welfare fund (19556 (b)) described in subdivision (b) of Section 19641			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse(B&P 19556 (b))			
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))			
	e	overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.			



August 17, 2021

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

Dear Mr. Chaney:

The COVID pandemic negatively impacted many aspects of Los Alamitos Racing Association's (LARA) operations. Patrons were not allowed on-site during our 2020 meet. Charity days contributions are based on-track handle and therefore there is no statutory distribution for 2020. Our 2019 charitable proceeds were \$6,266.

LARA is proud of our commitment to industry charities and have designated \$7,000 to be distributed to the following entities:

Permanently Disabled Jockeys Fund	\$ 2,000
CARMA	2,000
California Thoroughbred Horsemen's Foundation	2,000
Winners Foundation	<u>1,000</u>
Total	<u>\$ 7,000</u>

The Permanently Disabled Jockey's Fund provides financial assistance to former jockeys who have suffered catastrophic on-track injuries. It works with industry and medical research groups to improve the safety of both the human and equine athlete.

The California Retirement Management Account ("CARMA") provides a range of services to former racehorses in need of rehabilitation toward retirement or placement in a new career.

The California Thoroughbred Horsemen's Foundation provides assistance to backstretch personnel occupied with the care of thoroughbred horses at California race tracks and authorized training facilities. The organization maintain several clinics throughout the state.

The Winners Foundation is a support and referral service for employees and family members of the industry whose lives are affected by alcohol, drugs, mental illness, and gambling related problems.

All proposed beneficiaries are industry related charities. I would be pleased to discuss any questions or comments the Board may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. English". The signature is fluid and cursive, with the first name "Richard" being the most prominent.

Richard M. English

c/c C. Alameda

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE DEL MAR THOROUGHBRED CLUB (DMTC) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY THE DMTC AT ITS NOVEMBER 3, 2021 THROUGH NOVEMBER 30, 2021 RACE MEETING AT THE DEL MAR RACETRACK

Regular Board Meeting
September 15, 2021

ISSUE:

California Horse Racing Board (Board) [Rule 1581, Racing Secretary to Establish Conditions](#), allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. [BPC section 19590](#) states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. [BPC section 19562](#) provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the

acceptance of entries and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of Thoroughbreds, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organization, which in the case of thoroughbred racing, is the Thoroughbred Owners of California (TOC). Additionally, any agreement must be approved by the Board before entries are taken. Here, the Del Mar Thoroughbred Club has entered into an agreement with the TOC to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, and prohibits a horse from either performing a timed workout within 10 days of, or from racing for 30 days of receiving a corticosteroid injection in a metacarpophalangeal or metatarsophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

AGREEMENT

EFFECTIVE DATE:

PARTIES:

Thoroughbred Owners of California ("TOC")

285 Huntington Drive
Arcadia, CA 91007

and

Del Mar Thoroughbred Club ("DMTC")

2260 Jimmy Durante Blvd.
Del Mar, CA 92014

RECITALS:

- A. DMTC is a racing association licensed to operate Thoroughbred horse racing at the Del Mar Race Track located in Del Mar, California. TOC represents the collective interests of all California Thoroughbred owners.
- B. DMTC and TOC desire to enter into an agreement in which new rules and regulations are approved in order for DMTC to be consistent with International Federation of Horse Racing Authorities ("IFHA"), and this agreement is intended to satisfy the requirements set forth in Rule 1581 of the California Horse Racing Board Rules.
- C. The purpose of this agreement is to protect the safety and welfare of horses and riders and to enhance public confidence in the integrity of the sport of Thoroughbred racing.


AGREEMENT:

1. No horse, of any age, shall be permitted to race in a "Stakes Race" conducted by any of the Racing Associations from January 1, 2021 through December 31, 2021 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A "Stakes Race" shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.
2. Every horse within the enclosure and every horse at a DMTC auxiliary training facility is subject to out-of-competition testing (OOCT) by DMTC veterinary professionals and

no owner, trainer or other person having the care of a horse shall refuse to submit such for testing.

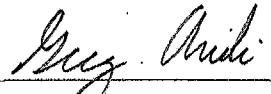
3. All parties agree to strict limitations on the use of any analgesic and anti-inflammatory medications during racing and training.
4. Any horse that has received an Intra-articular treatment within fourteen (14) days of the race is ineligible to start at Del Mar. In addition, any horse that has received an Intra-articular treatment of cortisone into fetlock joints with thirty (30) days is ineligible to start. In the aforementioned Race Day Medication Agreement there is also a 10-day work stand down for cortisone into the fetlock joint.
5. No horse which has been administered a non-steroidal or steroidal (corticosteroid) anti-inflammatory medication within the previous 48 hours shall participate in a recorded work at Del Mar or any of its auxiliary training facilities. All parties agree OOC may be conducted to verify compliance.
6. A commitment to continuing collaboration for improving the safety and welfare of horses and riders.
7. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.
8. **No horse, of any age, shall be permitted to race in any race, stakes race or otherwise, conducted on Friday, November 5, 2021, or Saturday, November 6, 2021 (collectively, "BCWC races"), with any medication or substance carrying a Category "A", "B" or "C" penalty as designated in California Horse Racing Board Rule 1843.2 (Rev 02/21). A horse, of any age, that has such positive finding for any of the foregoing medications or substances, as described above, in a BCWC race by the CHRB in a post-race test sample shall be disqualified and the purse shall be redistributed.**
9. This Agreement covers DMTC's 2021 summer, fall race meets and the 2021 Breeders' Cup (the "Meets") and shall expire on the last day that a horse is permitted to be in the Del Mar enclosure or at a DMTC auxiliary training facility as part of the Meets.

Del Mar Thoroughbred Club

By: 
Josh Rubinstein
President and COO

Date 9/13/21

Thoroughbred Owners of California

By: 
Greg Avioli
President and CEO

Dated: 9/14/21

STAFF ANALYSIS
October 20, 2021

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 NOVEMBER 3, 2021, AND CONTINUING THROUGH NOVEMBER 30, 2021

The Del Mar Thoroughbred Club (DMTC) has filed its application to conduct a Thoroughbred horse racing meeting at the Del Mar Racetrack as follows:

- November 3 through November 30, 2021, racing 15 days (includes Breeders' Cup), the same as in 2020. DMTC proposes to race a total of 134 races, or 8.93 races per day. In 2020, DMTC ran 8.73 races per day with an average of 8.09 runners per race. The average daily purse for the 2020 meet was \$514,360. The estimated average daily purse for this proposed meet is \$626,354.
- The race dates proposed are within the dates allocated by the Board.

November 2021						
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				

- Racing Wednesday through Sunday the first week (includes 2-day Breeders' Cup races); Friday through Sunday the second and third week; and Thursday through Sunday the fourth week. Eight races per day Wednesday (Opening Day), Thursdays, and Fridays except for Friday, November 5th when 10 races will be run and Friday, November 26th when 9 races will be run. Nine race per day Saturdays and Sundays except for Saturday, November 6th when 12 races will be run.
- Racing concurrently with the dates allocated to Pacific Racing Association.
- First post 12:30 p.m. each day with the following exceptions:
 - Friday, November 5, 2021 Breeders' Cup – 11:25 a.m. (subject to change)
 - Saturday, November 6, 2021 Breeders' Cup – 10:10 a.m. (subject to change)
 - Thursday, November 25, 2021 Thanksgiving Day – 11:00 a.m.
- Wagering program will use CHRB and ARCI rules.

DMTC requests approval to use a modified version of ARCI rule for its Pick 6 contest. DMTC also requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event that their selected wagering interest is scratched.

Alternate Wagering Interest

DMTC requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event that their selected wagering interest is scratched. Pursuant to ARCI 004-105(G)(4), the Association must receive authorization from the Board to allow patrons to select an alternate wagering interest.

Pick 6

DMTC requests approval to use an alternative definition of “unique” to govern the Pick 6 payout. Pursuant to ARCI 004-105(G)(2)(g), DMTC is required to identify which definition of “unique” under ARCI 004-105(G)(16)(b) it will use to govern the Pick 6. Under the ARCI Model Rules, there are two possible definitions for “unique.” DMTC is requesting approval to use an alternative definition that is not referenced in the ARCI Model Rules or in the CHRB’s rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed DMTC definition.

DMTC also requests approval of a change to the ARCI Model Rules during instances of late surface changes. DMTC requests that on any day in which there is a surface change after the Pick 6 pool has closed, the races are declared a “Win All,” not a “no contest.” Also, DMTC requests that on any day in which there is a surface change after the Pick 6 pool has closed, the payout distribution in ARCI 004-105(G)(2)(g) be used. If there is no unique ticket, the entire day’s net pool is to be paid to ticketholders who correctly selected the most first-place finishers in the Pick 6 contests. Under ARCI-005-105(G)(1), the Board has the authority to approve these requested changes.

- Additional wagering information:
 - Early bird wagering November 3-28, 2021, 9:00 a.m. to 10:00 a.m. every racing day (if current conditions permit).
 - \$2 Win, Place, Show parlay available on every eligible race. Wager must combine at least two but not more than six races.
 - \$2 Quinella on all eligible races.
 - \$1 Exacta on all eligible races.
 - \$0.50 Trifecta on all eligible races.
 - \$.10 Superfecta on all eligible races.
 - \$2 Rolling Daily Double; requests 20% takeout rate.
 - \$0.50 Rolling Pick 3 on all eligible races.
 - \$1 Place Pick All.

- \$0.50 Pick 4 on races 2–5; no consolation; 100% payout; alternate runner provision.
- \$0.50 Pick 4 on last four races; no consolation; 100% payout; alternate runner provision.
- \$0.50 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; requests 14% takeout rate.
- \$0.50 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.
- \$0.20 Pick 6 on last six live races each day. If no unique ticket, 70% will be paid to minor pool, and 30% will be added to major pool carryover.
- \$0.50 Super High 5 on last race of day; 100% payout of all tickets selecting five winners; no consolation; 100% carryover to next race day Super High 5, if applicable.

Breeders' Cup

- \$1 Exacta on all eligible races.
 - \$0.50 Trifecta on all eligible races.
 - \$0.10 Superfecta on all eligible races.
 - \$1 Rolling Daily Doubles; There will also be Special Two-Day Daily Doubles: Juvenile Fillies to Distaff; Juvenile Turf to Turf; Juvenile to Classic.
 - \$0.50 Rolling Pick 3 on all eligible races.
 - \$0.50 Pick 4 on Friday races 2-5; races 4-7, races 7-10; \$0.50 Pick 4 on Saturday races 2-5, races 4-7, races 6-9; races 9-12; no consolation; 100% payout; alternate runner provision.
 - \$0.50 Pick 5 on first five races Friday and Saturday; Friday's early Pick 5 may carryover into Saturday. All Pick 5 carryovers including the early Pick 5 on Saturday will roll to the late Pick 5 on Saturday. Mandatory payout on Saturday's Late Pick 5. Alternate runner provision.
 - \$0.50 Pick 5 on last five races Friday and Saturday; Friday's late Pick 5 may carryover into Saturday. All Pick 5 carryovers will roll to the late Pick 5 on Saturday. Mandatory Payout on Saturday's late Pick 5; Alternate runner provision.
 - \$1 Pick 6 on the last six live races each day. 85% major pool and the 15% minor pool. Fridays Pick 6 may carryover to Saturday. Mandatory Payout on Saturday. Alternate runner provision.
 - \$0.50 Super High 5 on all races (assuming minimum number of horses is met); 25% major pool and 75% minor pool. The jackpot portion is progressive and is paid only if there is one winning \$0.50 wager. Carryover to next race (including to the next race day, if applicable). Mandatory Payout on Saturday's last eligible race.
- Advance Deposit Wagering (ADW) providers are Churchill Downs Technology Initiatives Company dba BetAmerica, dba TwinSpire; NYRABets, LLC (NYRA Bets);

ODS Technologies, L.P. dba TVG Network; Watchandwager.com, LLC (Watch and Wager); and XpressBet, LLC (Xpressbet).

Pursuant to Business and Professions Code Section 19604, specific provisions must be met before an ADW provider can accept wagers.

Summary of Business and Professions Code Section 19604

*To accept wagers on races **conducted in California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- 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.

*To accept wagers on races **conducted outside of California** from a resident of California:*

- The ADW provider must be licensed by the Board.
 - 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 wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.
- Documents received in compliance with Business and Professions Code Section 19604:
 - ADW agreements with BetAmerica/TwinSpines, TVG Network, Watch and Wager, NYRA, and Xpressbet valid through end of proposed race meet.
 - Thoroughbred Owners of California approval of the ADW agreements.
 - Simulcasting conducted with out-of-state racing jurisdictions pursuant to Business and Professions Code Section 19602 and with authorized locations throughout California.
 - Requests that Jennifer Paige be appointed horse identifier, pursuant to CHRB Rule 1525, Racing Officials Appointed by the Board.
 - A track safety inspection has been requested and will be completed before the beginning of the race meet.
 - Inspection of backstretch worker housing has been requested and will be completed before the beginning of the race meet.

- Los Alamitos is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927, Fire Prevention, is required. The fire clearance for Los Alamitos was approved at the May 2021 and August 2021 regular Board meeting.
- San Luis Rey Downs (SLRD) is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927 is required. At the July 2021 regular Board meeting, the fire clearance for SLRD was extended through January 31, 2022.
- DMTC has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website [letter submitted].

Specific information **still needed** to complete this application includes:

1. Race meet agreement with California Thoroughbred Trainers. (23B)

RECOMMENDATION:

If the application is considered for approval, staff recommends that it be approved contingent upon receipt of the outstanding item prior to the start of the proposed race meet.



Josh Rubinstein
President & COO

August 4, 2021

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

Re: Pick 6, Late Surface Change and Mandatory Payout Day

Dear Executive Director Chaney,

This letter is in regards to Del Mar Thoroughbred Club, ("DMTC") "Application for License to Conduct a Horse Racing Meeting" for the time period of November 2, 2021 through November 28, 2021 (the "Race Meet Application").

As specified in the Race Meet Application, DMTC wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

Definition of Unique

Additionally, pursuant to ARCI 004-105(G)(2)(g), DMTC is required to identify which definition under ARCI 004-105(G)(16)(b) DMTC will use to identify a unique ticket. DMTC requests that a combination of the two definitions to define unique be used. Specifically, DMTC wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above. If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define "unique."

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, "the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances."

DMTC requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a "Win All," not a "no contest."

DMTC also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day's net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, DMTC is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day's major share (unique share) will be added to day's minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day's net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

DMTC requests these modifications be approved as part of its license application.

Sincerely,



Josh Rubinstein
President & COO

cc: Joe Harper
Mike Ernst



Josh Rubinstein
President & COO

August 27, 2021

NOTE: 9/22/21 Letter revised and resent with Closing Date corrected to November 28

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

Re: Proposed Pick-6, Pick-5 and Pentafecta Modifications, Del Mar 2021 Breeders' Cup

Dear Executive Director Chaney,

Based on the Del Mar Thoroughbred Club's (DMTC) hosting of the Breeders' Cup on November 5 and 6, 2021, DMTC plans to offer the Pick-6, Pick-5 and Pentafecta during the 2021 Fall Meet as follows:

Pick-6

- On November 3 and 4 DMTC will offer the *unique ticket* Pick-6 (i.e., DMTC and Santa Anita's jackpot pool) pursuant to ARCI 004-105(G)(2)(g) and ARCI 004-105(G)(16)(b)(i), if the proposed definition of unique in the letter dated August 4, 2021 is not approved by the Board. If there are no unique tickets with 6-of-6 winners on Thursday, November 4, the *30% unique share* will be carried over to Sunday, November 7 (DMTC's next day of racing in which there is no impact from the Breeders' Cup Pick-6 pool – see below).
- On November 5 and 6 (Breeders' Cup Friday and Saturday) Del Mar will operate the Pick-6 pursuant to CHRB 1976.9 and the wager will be paid out as follows: 85% to the *major share* and 15% to the *minor share* (consolation payout). If there are no correct tickets with 6-of-6 winners on Breeders' Cup Friday, November 5, the 85% *major share* will be carried over to Breeders' Cup Saturday, November 6. There will be a mandatory payout of the Pick-6 pool on Saturday, November 6.
- On Sunday, November 7, DMTC will resume the *unique ticket* Pick-6. The *unique ticket* Pick 6 then will continue for the remainder of the meet. There will be a mandatory payout of the Pick-6 on Closing Day, November 28.

Pick-5

- On November 3 and 4 we will offer the Early and Late Pick-5 pursuant to CHRB 1976.9. If there are no correct tickets with 5-of-5 winners in the Pick-5 (Early or Late) on Thursday, November 4, *100% of the carryover* will be carried to the corresponding Pick 5 pool on Sunday, November 7 (DMTC's next day of racing in which there is no impact from the Breeders' Cup Pick 5 pool – see below).

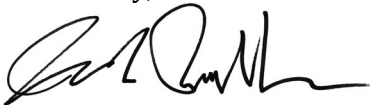
- On November 5 and 6 (Breeders' Cup Friday and Saturday) Del Mar will operate the Pick-5 pursuant to CHRB 1976.9. If there are no correct tickets with 5-of-5 winners (Early or Late) on Breeders' Cup Friday, November 5 and Breeders' Cup Early Pick 5 on Saturday, November 6, all Pick-5 carryovers will be allocated to the Late Pick-5 on Saturday, November 6. There will be a mandatory payout of the Late Pick-5 pool on Saturday, November 6.
- On Sunday, November 7, DMTC will resume its Pick-5. The DMTC Pick-5 then will continue for the remainder of the meet. There will be a mandatory payout of the Pick-5 on Closing Day, November 28.

Pentafecta

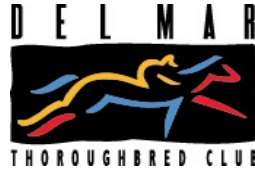
- On November 3 and 4 we will offer the Pentafecta pursuant to ARCI 004-105(X)(4). If there are no correct tickets with 5-of-5 winners in the Pentafecta on Thursday, November 4, *100% of the carryover* will be allocated to Sunday, November 7 (DMTC's next day of racing in which there is no impact from the Breeders' Cup Pentafecta pool).
- On November 5 and 6 (Breeders' Cup Friday and Saturday) Del Mar will operate the *unique ticket* Breeders' Cup Pentafecta pursuant to ARCI 004-105(X)(5) Option 4 and the wager will be paid out as follows: *25% to the major share (i.e., the unique carryover)* and *75% to the minor share*. The jackpot portion is progressive and is paid only if there is one winning \$0.50 cent wager. Carryover goes to the next race (including to the next race day, if applicable). There will be a mandatory payout of the Breeders' Cup Pentafecta pool on the last eligible race on Saturday, November 6.
- On Sunday, November 7, DMTC will resume its Pentafecta. The DMTC Pentafecta then will continue for the remainder of the meet. There will be a mandatory payout of the Pentafecta on Closing Day, November 28.

We will use all available marketing and promotional platforms to make the public aware of these modifications. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Josh Rubinstein
President & COO



Tom Robbins
Executive Vice President
Racing Office

September 1, 2021

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

Re: CHRB Inclement Weather Policy

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2021 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "Tom Robbins", is written over a light blue horizontal line.

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond-CHRB
Nicole Lopes-Gravely-CHRB
Josh Rubinstein, Del Mar

Del Mar Thoroughbred Club Health and Safety Operational Plan

1. PURPOSE & SCOPE

Del Mar Thoroughbred Club (DMTC) continues to implement protocols and procedures to ensure the safety of all patrons, employees, stakeholders and horses, and to inhibit the spread of COVID-19. This plan specifically applies to Frontside and Backside Operations, including the receiving of horsemen and women and horses on the grounds and welcoming patrons back to the facility. DMTC developed these protocols and procedures working in concert with public health officials and with guidance from medical advisors at Scripps Health. Similar versions of this plan are in place at premier Thoroughbred racetracks in California, New York, Florida, Kentucky and Maryland.

The Fall 2021 racing season, which includes the Breeders' Cup (November 5-6), will be open to the public at a reduced capacity. Backside access will be limited to essential personnel and select stakeholders (e.g., jockeys, trainers, medical personnel). Industry stake holders are working diligently to provide education and vaccine access to essential personnel.

DMTC will continue to follow the lead of state and local public health officials and work closely with our partners and medical advisors to ensure the safest possible environment. Compliance with these protocols will be strictly enforced to ensure the health and safety of our patrons, horsemen and women, staff and community. Please note, this is a working document and will undergo adjustments as conditions change and under guidance from state and local authorities. Please refer to Beyond the Blueprint for Industry and Business Sectors - Updated August 18, 2021 for additional up-to-date guidance: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Beyond-Blueprint-Framework.aspx>.

2. DEFINITIONS

CDC – Centers for Disease Control. Any isolation or quarantine procedures referenced in this document will be followed per CDPH guidance protocols.

CLOTH FACE COVERING – cloth face coverings should fit snugly but comfortably against the side of the face, be secured with ties or ear loops, include multiple layers of fabric, allow for breathing without restriction and be able to be laundered and machine dried without damage or change to shape. Additional information from the California Department of Public Health regarding face coverings can be found here: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

HEALTH AND SAFETY TEAM – Team responsible for ensuring all essential personnel are in compliance with vaccination and testing status, conduct walking inspections of restricted areas to assure compliance.

DAILY CHECKS – The practice of non-contact body temperature testing via technology that scans forehead temperatures to measure a visitor's body temperature.

HORSEMEN & WOMEN – Any California Horse Racing Board licensee who is onsite in support of a stabled horse.

ISOLATION – The separation of a person or group of people known or reasonably believed to be infected with a communicable disease and are potentially infectious, from those who are not infected, to prevent spread of the communicable disease.

MASKS – For the purposes of this plan to include cloth face coverings, N-95, KN-95 and surgical masks.

SAFE REOPENING PLAN – A form produced by the County of San Diego to be posted at all entrances detailing steps taken to ensure safe reopening.

PHYSICAL DISTANCING – Remaining out of congregate settings, avoiding mass gatherings and maintaining distance (approximately 6 feet or 2 meters) from others when possible.

SYMPTOMS - Symptoms compatible with COVID-19 include subjective or measured fever, cough, sore throat and difficulty breathing.

TEMPERATURE CHECKS – The daily (or alternatively defined period) non-contact measuring of an individual's body temperature to verify no fever is present. A fever is defined as an elevated body temperature of 100° F or greater.

PPE – Personal Protective Equipment

QUARANTINE – In general means the separation of a person or group of people reasonably believed to have been exposed to a communicable disease but not yet symptomatic, from others who have not been so exposed, to prevent the possible spread of the communicable disease.

3. PRE-ENTRY AND ACCESS PROCEDURES

DMTC will implement the following procedures for the anticipated arrival of horses and horsemen and women beginning October 23, 2021:

Pre-Entry Procedures Backside

In order to access the stable area at Del Mar this summer ALL personnel will be required to provide proof of a full COVID-19 vaccination OR a negative COVID-19 test within 72 hours of entry. Individuals choosing to test are responsible for their own testing and may be required to provide additional testing throughout the meet.

Upon arrival at Del Mar essential personnel will be required to present either proof of vaccination or a negative test result to receive validation for the 2021 Fall meet. Proof of vaccination and/or a negative COVID test result will be required each time essential personnel access the Backside.

For those individuals who provide proof of vaccination, and agree, a hologram sticker will be affixed to their license at validation which will designate they have been fully vaccinated. Once received, hologram sticker can be shown in lieu of vaccination card.

In accordance with DMTC requirements, CDPH, CDC and Cal/OSHA guidelines on the use of face masks during the COVID-19 pandemic, ALL unvaccinated individuals entering the Backside Stable Area will be required to wear a cloth mask/face covering when indoors. N-95, KN-95 and surgical style masks will also be acceptable for entry. Approved personnel will be stationed at the Main Stable Gate and at Z Gate to process authorized individuals seeking access to the property. Wearing the appropriate PPE, screening personnel will confirm individual's name appears on the essential personnel list, vaccination status and/or negative test is verified and affix the appropriate validations and verification stickers.

CHRB licensed owners and up to 3 guests will be allowed backside access. Owners and guest must arrive together and check in at the validation/verification area. Owner's CHRB license will be verified and validated, each guest will receive a guest card with the appropriate validation. ALL owners and guests must present proof of vaccination or negative COVID-19 test taken within 72 hours of initial arrival.

All individuals who refuse to comply with the DMTC Health and Safety Operational Plan will be denied entry.

Pre-Entry Procedures

Backside (Stable) Access

Effective October 18, 2021, all access to the Backside is to be through the Main Stable Gate or Z-Gate. Only authorized DMTC, 22nd DAA, concessionaire (Premier) employees and California Horse Racing Board (CHRB) licensees who are providing support for horses stabled at the facility and Backside workers will be permitted on the Backside. This specifically includes only trainers with horses stabled on the facility grounds, those who are responsible for the care of the horses (owners, veterinarians, grooms, exercise riders, farriers, pony riders, and feed vendors) and employees essential to the health and safety of the horses and Backside workers.

- All individuals must comply with pre-entry procedures.
- All unvaccinated individuals must wear a cloth mask or face covering when indoors and outdoors when in close contact with other individuals.
- All individuals must present a current California Horse Racing Board license and/or other association authorized ID, proof of vaccination or negative COVID test results taken within 72 hours of initial arrival or specified date. Identification must be visibly displayed at all times while on the grounds. Unvaccinated DMTC employees will be required to present a negative COVID-19 test weekly.
- Individual's name must appear on Essential Personnel List.

Frontside (Grandstand) Access DMTC and Breeders' Cup Staff

Effective October 5, 2021, initial frontside access for all DMTC and Breeders' Cup personnel is to be through the Official Gate.

- All individuals must comply with pre-entry procedures.
- DMTC and Breeders' Cup will be requiring all vaccinated employees to wear a mask while working in any indoor space when the public is present.
- DMTC and Breeders' Cup will be requiring all unvaccinated employees to wear a mask at all times while working in any indoor areas, or while outside in close proximity to others.
- All individuals must present a current California Horse Racing Board license and/or other association authorized ID, proof of vaccination or negative COVID test results taken within 72 hours of initial arrival. Identification must be visibly displayed at all times while on the grounds.
- Unvaccinated employees will also be required to present a negative COVID-19 test weekly. Test may be PCR or Rapid Antigen; self-administered tests will not be accepted.
- For those individuals who provide proof of vaccination, and agree, a hologram sticker will be affixed to their license at validation which will designate they have been fully vaccinated. Once received, hologram sticker can be shown in lieu of vaccination card.
- Individuals who choose not to present proof of vaccination will be treated as unvaccinated.

Frontside (Grandstand) Access Patrons and Vendors

Access will be determined based on the outdoor live events sector parameters, as outlined in the Beyond the Blueprint for Industry and Business Sectors – Updated August 18, 2021 and pending any further updated guidance from state and local county health officials.

- All individuals must follow CDPH guidance for face coverings.
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>
- All individuals in indoor seated areas must present proof of vaccination or a negative COVID-19 test taken within 72 hours of arrival.
- All individuals are encouraged to practice physical distancing when moving about the facility.
- All individuals must refrain from congregating inside the grandstand and be sure to follow all posted signage and direction from Del Mar Thoroughbred Club staff.

Frontside, Paddock and Racetrack Access

Horsemen and women arriving with a horse entered in a current race will access the paddock through the horse walk. Personnel arriving with the horse must have CHR license displayed to enter the paddock.

Additional Restrictions

To additionally limit exposure and prevent the spread of germs and disease the following restrictions shall apply:

Backside

- Essential personnel only.
- No congregating in any areas.
- Official clockers and gap attendants will use their designated space(s) only.
- Trackside Kitchen will remain open to serve onsite personnel only via carryout orders. No congregating or eating in Kitchen.

4. JOCKEYS' ROOM ACCESS

DMTC has established detailed protocols and procedures for the jockeys' room.

- Only authorized personnel will be allowed in the jockey's room – no guests
- All individuals, vaccinated or unvaccinated, (jockey's DMTC staff, CHRB staff etc.) accessing the jockeys' room will be temperature checked prior to entry
- All individuals must present a current California Horse Racing Board license and/or other association authorized ID, proof of vaccination or negative COVID test results taken within 72 hours of initial arrival or specified date. Identification must be visibly displayed at all times while on the grounds.
- All unvaccinated individuals must wear masks indoors at all times. Vaccinated individuals are encouraged to wear masks when indoors.
- Additional testing, based upon guidance by medical advisors, may be required. All jockeys' licenses will be validated per Backside access protocols. The jockeys' room will be open on live racing days only.

5. SEE SOMETHING SAY SOMETHING

DMTC maintains a "See Something, Say Something" hotline (858-449-9515) that will be used for the anonymous reporting of individuals that may not be adhering to the Health and Safety policies and/or may be showing symptoms of having COVID-19. Signage with this information in both English and Spanish will be posted throughout the facility.

6. ONSITE CHECK-INS**Symptomatic Individuals**

If an individual presents symptomatic, the following steps will be taken:

- Isolate the individual.
- Notify Human Resources or Risk Management. If a backside employee notify the trainer. (See contact List).
- Individual will be required to isolate pending test results and quarantine.

Access Post Symptoms

The Del Mar Thoroughbred Club will require that all individuals returning to the property have met the **minimum criteria** to return to the grounds, as noted below and as stipulated in Cal/OSHA emergency temporary standard.

No employee or individual who has tested positive for COVID-19 shall return to the Del Mar Thoroughbred Club grounds until:

- At least 10 days since symptoms first appeared **and**
- At least 24 hours with no fever without fever-reducing medication **and**
- Other symptoms of COVID-19 are improving.

Or:

Any employee or individual who has tested positive for COVID-19, but is symptom free, shall quarantine for 10 days and **MUST** remain symptom free in order to return to the Del Mar Thoroughbred Club grounds.

7. QUARANTINE AND ISOLATION PROTOCOLS

In the event an individual tests positive for COVID-19, they will be required to isolate off property until the above noted criteria are met.

DMTC's Human Resources will stay in close communication with the individual's and/or the employer (usually a trainer) to ensure they have a safe place to stay, remain isolated and receive appropriate care.

DMTC's Human Resources will interview DMTC employees to trace all close contacts of the individual and determine when notification quarantine or testing of additional individuals is appropriate. DMTC staff will work closely with the individual trainers to assist them with proper tracing.

8. ONSITE STABLED HORSES & PERSONNEL PROCEDURES

Shipping - DMTC has established equine shipping procedures and policies as part of the DMTC Health and Safety Operational Plan, which mandates temperature checks for all drivers and staff traveling with the horses at entry. All drivers and staff also will be subjected to Backside access procedures.

Equipment Sharing Protocols – Sharing of equipment shall be discouraged (lead shanks, grooming tools, mucking equipment, etc.) If equipment must be shared among Horsemen, it shall be disinfected between uses. Horsemen are encouraged to increase the frequency of handwashing

by utilizing one of our exterior hand washing stations or restrooms that are stocked with liquid soap.

9. CLEANING PROTOCOLS FOR BACKSIDE & FRONTSIDE OPERATIONS

Janitorial staff will increase frequency of cleaning throughout the facility and will be trained in compliance with Cal/OSHA regulations to address potential worker exposures. DMTC Backside and Frontside janitorial staff will be educated on CDC proper cleaning and sanitizing protocols to minimize the spread of COVID-19.

Backside Areas

DMTC will double the Backside Janitorial staffing levels to help prevent the spread of COVID-19 as well as influenza and other viruses. Janitorial staff will ensure cleaning and disinfecting of frequently touched surfaces, such as doorknobs, door handles, handrails and tables, as well as non-porous surfaces in bathrooms, offices, and laundry areas using EPA and CDC approved disinfectants. In addition, wastebaskets will be placed in visible locations and emptied regularly. Trainers and their staff are responsible for the cleaning of their personal rooms, offices, stables and tack rooms. If an area and/or room appears to need attention, DMTC will notify the responsible trainer to ensure the area is properly cleaned. Failure to maintain areas in a clean, and orderly manner could result in removal from the facility.

Track Kitchen

The Trackside Kitchen employees will be properly trained for both personal hygiene and food safety practices. These practices include the washing of employee hands for 20 seconds with soap and water before during, and after preparing food and before eating, as well as the use of disposable food service gloves and masks. Serving utensils will be replaced throughout food service times and disinfected each evening. To reduce the spread of contagions, all food preparation surfaces will be continually sanitized including cutting boards, counter tops and cutting utensils.

Frontside Offices

Janitorial staff will increase frequency of cleaning and disinfecting of high-touch surfaces including: gates, turnstiles, doors, door knobs, handles, restrooms, tables, chairs and light switches. Employees will be provided with disinfecting wipes and spray in order to properly wipe down their individual equipment and desks on a frequent basis.

Jockeys' Rooms

The jockeys' room will be open on live racing days and will have a dedicated janitor doing continuous cleaning throughout the racing day.

Starting Gates

All schooling gates will be disinfected using an approved disinfectant for equine safety at each break and at the conclusion of training hours. The racing gate will be disinfected using an approved disinfectant for equine safety between each race.

Restrooms

All restrooms will be fully cleaned twice daily and routinely inspected during normal operations. This includes frequent removal of trash and thorough cleaning and disinfecting of all surfaces. All restrooms will be stocked with liquid soap and all employees and on-site partners will be encouraged to frequently wash their hands. CDC guideline signage will be placed in all restrooms and wash areas.

10. EMPLOYEE TRAINING

Training will be provided to all team members and medical personnel on all new policies, procedures and monitoring/reporting requirements as it pertains to their position.

11. COMPLIANCE

Any failure to comply with the above policies should be reported immediately to Security Dispatch at extension 4350. The appropriate security or investigative staff will respond and take appropriate action, up to and including removal of person from the property.

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 associations contact person:

DEL MAR THOROUGHBRED CLUB
P.O. BOX 700, DEL MAR, CA 92014
Phone: 858-755-1141
Fax: 858-792-1477
Josh Rubinstein: josh@dmtd.com

- B. Breed of horse: TB QH H

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

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

- E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes No

If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, which 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, which 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 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: **November 3 through November 30, 2021**

- B. Actual dates racing will be held: **November 3rd (Wednesday – Opening Day) through November 28th (Sunday – Closing Day)**

- **Racing Everyday (Fridays, Saturdays, Sundays - Dark Mondays, Tuesdays, Wednesdays and Thursdays (with the exception of 11/3-Wednesday/Opening Day and two Thursdays, 11/4 and 11/25-Thanksgiving Day)**
- **Dark Days 11/8-9-10-11, 11/15-16-17-18, 11/22-23-24**
- **November 5th and November 6th Breeders' Cup**

- C. Total number of days or nights of racing: **15 Days (including November 5th and 6th – Breeders'**

CHRB CERTIFICATION

Application received: 8/9/21
Deposit received: On file
Reviewed: NLG

Hearing date: 10/20/21
Approved date:
License number:

Cup / 13 Day DMTC Fall Meet – 2 Day Breeders’ Cup Championship Races

- D. Days or nights of the week races will be held:
 Wed - Sun Tues - Sat Other (specify)

Friday, Saturday, Sunday (exception of Week One which will be a 5-day race week and includes 2-day Breeders’ cup Races and Week Four which will be a 4-day race week - with the addition of Thursday, Thanksgiving Day 11/25)

- E. Number of days or nights of racing per week:
3 days per week (exception of Week One 5-day race week and Week Four 4-day race week)

3. RACING PROGRAM

- A. Total number of races: **134 (112 DMTC + 22 BC)**
 B. Number of races for each day or night:

DAY	DATES	NUMBER OF RACES
*WED – 8 Races	11/3 Opening Day	8
*THURS – 8 Races	11/4	8
*FRI – 8 Races	11/12, 11/19	16
*FRI - 9 Races	11/26	9
*SAT - 9 Races	11/13, 11/20, 11/27	27
*SUN - 9 Races	11/7,11/14, 11/21, 11/28	36
*THURS-Thanksgiving Day	11/25	8
BREEDERS’ CUP RACING		
*FRI – 10 Races	11/5	10
*SAT – 12 Races	11/6	12
TOTAL		134

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

- C. Total number of stakes races:
(Excluding BC Races) 14 (12 stakes and 2 overnight stakes)
 D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses. **EXHIBIT 1**

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. **EXHIBIT 1 (A)**

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). **The \$100,000 Seashell Stakes (overnight stakes) has been added, to be run Opening Day Wednesday, November 3rd. The Let It Ride Stakes has been increased from \$75,000 to \$100,000. The Seabiscuit and Hollywood Turf Club (both Grade II’s) have been raised from \$200,000 to \$250,000, and the Matriarch and Hollywood Derby (both Grade I’s) have been raised from \$300,000 to \$400,000.**

EXHIBIT 1 - 2021 DEL MAR FALL STAKES

DMTC 13-DAY FALL MEET RACES

RUN DATE	RACE	AGE	DISTANCE	2021 VALUE
11/3/21	Seashell Stakes	F/M 3 & up	1 mile	\$100,000
11/4/21	Let it Ride Stakes	3 YO	1 mile Turf	\$100,000
11/7/21	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	\$100,000
11/13/21	Desi Arnaz Stakes	F, 2 YO	7 furlongs	\$100,000
11/14/21	Bob Hope Stakes- Grade III	2 YO	7 furlongs	\$100,000
11/20/21	Native Diver Stakes- Grade III	3 & up	1 1/8 Miles	\$100,000
11/21/21	Cary Grant Stakes	3 & up (CA)	7 furlongs	\$100,000
11/25/21	Red Carpet Stakes-Grade III	F/M 3 & up	1 3/8 miles Turf	\$100,000
11/26/21	Hollywood Turf Cup-Grade II	3 & up	1 1/2 miles Turf	\$250,000
11/27/21	Jimmy Durante Stakes-Grade III	F, 2 YO	1 mile Turf	\$100,000
11/27/21	Seabiscuit Handicap-Grade II	3 & up	1 1/16 miles Turf	\$250,000
11/27/21	Hollywood Derby-Grade I	3 YO	1 1/8 miles Turf	\$400,000
11/28/21	Cecil B. DeMille Stakes-Grade III	2 YO	1 mile Turf	\$100,000
11/28/21	Matriarch Stakes- Grade I	F/M 3 & up	1 mile Turf	\$400,000

BREEDERS' CUP 2-DAY CHAMPIONSHIP RACES

RUN DATE	RACE	AGE	DISTANCE	2021 VALUE
11/5/21	Qatar Golden Mile	2 YO	1 mile Turf	\$150,000
11/5/21	Golden State Juvenile Fillies	F, 2 YO (CA)	7 furlongs	\$175,000
11/5/21	Golden State Juvenile	2 YO (CA)	7 furlongs	\$175,000
11/5/21	Senator Ken Maddy - Grade III	F/M 2 & up	5 furlongs Turf	\$200,000
11/6/21	Thoroughbred Aftercare Alliance Stakes-Grade II	3 & up	1 5/8 Miles	\$250,000
11/6/21	Goldikova Stakes - Grade II	F/M 3 & up	1 mile Turf	\$300,000

EXHIBIT 1A - STAKES RACES PAST TWO RACE MEETS

DMTC 13-DAY FALL MEET RACES

RUN DATE	RACE	AGE	2021 PURSE	2020 PURSE	2019 PURSE	DISTANCE
3-Nov	Seashell Stakes	F/M 3 & up	\$100,000			1 mile
4-Nov	Let it Ride Stakes (o/s)	3 YO	\$100,000	\$75,000	\$75,000	1 mile Turf
7-Nov	Betty Grable Stakes	F/M 3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	7 furlongs
13-Nov	Desi Arnaz Stakes	F, 2 YO	\$100,000	\$100,000	\$100,000	7 furlongs
14-Nov	Bob Hope Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	7 furlongs
20-Nov	Native Diver Stakes- Grade III	3 & up	\$100,000	\$100,000	\$100,000	1 1/8 miles
21-Nov	Cary Grant Stakes	3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	7 furlongs
25-Nov	Red Carpet Stakes-Grade III	F/M 3 & up	\$100,000	\$100,000	\$100,000	1 3/8 miles Turf
26-Nov	Hollywood Turf Cup-Grade II	3 & up	\$250,000	\$200,000	\$200,000	1 1/2 miles Turf
27-Nov	Jimmy Durante Stakes-Grade III	F, 2 YO	\$100,000	\$100,000	\$100,000	1 mile Turf
27-Nov	Seabiscuit Handicap-Grade II	3 & up	\$250,000	\$200,000	\$200,000	1 1/16 miles Turf
27-Nov	Hollywood Derby-Grade I	3 YO	\$400,000	\$250,000	\$300,000	1 1/8 miles Turf
28-Nov	Cecil B. DeMille Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	1 mile Turf
28-Nov	Matriarch Stakes	F/M 3 & up	\$400,000	\$300,000	\$300,000	1 mile Turf

BREEDERS' CUP 2-DAY CHAMPIONSHIP RACES

RUN DATE	RACE	AGE	2021 PURSE	2020 PURSE	2019 PURSE	DISTANCE
5-Nov	Qatar Golden Mile	2 YO	\$150,000			1 mile Turf
5-Nov	Golden State Juvenile Fillies	F, 2 YO (CA-Bred)	\$175,000	\$150,000		7 furlongs
5-Nov	Golden State Juvenile	2 YO (CA-Bred)	\$175,000	\$150,000		7 furlongs
5-Nov	Senator Ken Maddy - Grade III	F/M 2 & up	\$200,000			5 furlongs Turf
6-Nov	Thoroughbred Aftercare Alliance Stakes-GII	3 & up	\$250,000			1 5/8 Miles
6-Nov	Goldikova Stakes - Grade I	F/M 3 & up	\$300,000			1 mile Turf

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 Kathryn Crosby has been deleted due to a conflict with a Breeders' Cup undercard stakes.**

E. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

F. List all post times for the daily racing program: **EXHIBIT 2**

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For thoroughbred and quarter horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

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

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership. **FULL DISCLOSURE STATEMENT ON FILE WITH CHRB**

C. CORPORATION

1. Registered name of the corporation: **DEL MAR THOROUGHBRED CLUB**
2. State where incorporated: **CALIFORNIA**
3. Registry or file number for the corporation: **559096**
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:

David H. Batchelder	Chairman of the Board	1 Share
Joseph W. Harper	Director & CEO	1 "
Rollin W. Baugh	Director	1 "
James R. Buell	Director	1 "
Bo Derek	Director	1 "
Kosta Hronis	Director	1 "
Warner Lusardi	Director	1 "
Marie G. Moretti	Director	1 "
Jim Rome	Director	1 "
Martin J. Wygod	Director	1 "
Josh Rubinstein	President & Chief Operating Officer	0
Michael R. Ernst	Executive VP, Finance CFO	0
Thomas S. Robbins	Executive VP Racing	0
Craig A. Dado	Executive VP, Chief Marketing Officer	0
Lynn Wright	Senior VP and Controller	0
Ann Hall	Senior VP, Operations & Administration	0
Sue Walls	VP, Facilities	0

5. Names (true names) of all persons, other than the officers and directors listed above, that hold

EXHIBIT 2

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2021 – FALL MEET
 NOVEMBER 3rd TO NOVEMBER 28TH

RACE	ALL DAYS (EXCEPT 11/25/21)	THURS. 11/25/21	FRIDAY NOV. 5 th **	SATURDAY NOV. 6 th **
1 st	12:30 p.m.	11:00 a.m.	11:25 a.m.	10:10 a.m.
2 nd	1:00 p.m.	11:30 a.m.	12:00 p.m.	10:45 a.m.
3 rd	1:30 p.m.	12:00 p.m.	12:35 p.m.	11:20 a.m.
4 th	2:00 p.m.	12:30 p.m.	1:10 p.m.	12:00 p.m.
5 th	2:30 p.m.	1:00 p.m.	1:45 p.m.	12:37 p.m.
6 th	3:00 p.m.	1:30 p.m.	2:25 p.m.	1:14 p.m.
7 th	3:30 p.m.	2:00 p.m.	3:05 p.m.	2:00 p.m.
8 th	4:00 p.m.	2:30 p.m.	3:50 p.m.	2:37 p.m.
9 th	4:30 p.m.		4:35 p.m.	3:19 p.m.
10 th *			5:17 p.m.	3:58 p.m.
11 th *				4:37 p.m.
12 th *				5:35 p.m.

* On certain days to be determined.

** Note: Post times on Friday, November 5th and Saturday, November 6th are tentative and subject to change. Breeders' Cup will release final post times closer to race day.

5% or more of the outstanding shares in the corporation and the number of shares held by each: **NONE**

6. Number of outstanding shares in the corporation: **10**

7. Are the shares listed for public trading? Yes No
 If yes, on what exchange and how is the stock listed:
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Michael R. Ernst**
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity: **NONE**
 A. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.
 If yes, answer questions 10-17. Yes No
10. Registered name of the corporation: **NA**
11. State where incorporated: **NA**
12. Registry or file number for the corporation: **NA**
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: **NA**
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: **NA**
15. Number of outstanding shares in the corporation: **NA**
16. Are the shares listed for public trading? **NA** Yes
 If yes, on what exchange and how is the stock listed: **NA**
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **NA**

D. LLC **NA**

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 or 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 what 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 publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes No
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: **ON FILE**
 - 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 years race meeting and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity: to include the changes of the applicants' 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 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:

Josh Rubinstein	President, Chief Operating Officer
Michael R. Ernst	Executive VP, Finance and Administration/CFO
Thomas S. Robbins	Executive VP, Racing & Industry Relations
Craig A. Dado	Executive VP, Chief Marketing Officer
Ann Hall	Sr. Vice President, Operations & Administration
Lynn Wright	Sr. Vice President, Controller
Sue Walls	Vice President, Facilities
David Jerkens	Vice President, Racing Secretary
Kim Jacobson	Vice President, Risk Management
Mac McBride	Director of Media
Cathy Arneel	Director of Group Sales
Paul Porter	Director of Simulcasting
Walker McBride	Director of Sponsorship and Digital Media
William D. Navarro	Director of Mutuels
Nancy Bonforte	Director of Turf Club
Trevor Denman	Public Address Announcer
Dennis Moore	Director of Track Maintenance
Leif Dickinson	Turf Course / Grounds Superintendent
Chris Bahr	Director of Events and Promotions
Ken West	Director of Plant and Purchasing

- 2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s).

Josh Rubinstein – President, Chief Operating Officer
PO Box 700, Del Mar, CA 92014 / josh@dmtd.com

5. TAKE OUT PERCENTAGE

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

Yes No

Wager(s) to be adjusted: **.50¢PNP / Players Pick Five Wager – 14%**
 Proposed percentage: **\$2 Rolling Daily Double – 20%**

- A. 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. **EXHIBIT 3**

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 10 percent nor more than 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

- 1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association. **NA**
- 2.

Year (Fall Meet)	On-Track Handle	Off-Track Handle	On-Track Attendance	Off-Track Attendance
2016 - 15 day meet	10,736,675	141,801,230	87,384	95,694
2017 – 14 day meet	10,422,918	143,646,792	77,218	89,755
2018 – 16 day meet	9,914,887	155,977,465	73,914	94,109
2019 – 15 day meet	7,995,438	139,315,543	60,146	88,321
2020 – 15 day meet	1,680,747	194,583,337	1,934	38,988

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



August 7, 2021

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

RE: Del Mar Thoroughbred Club 2021 Fall Race Meet – Rolling Doubles Wager

Dear Scott,

Del Mar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its 2021 Fall meet, November 3-28, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Josh Rubenstein
Lucy Myers



August 7, 2021

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

RE: Del Mar Thoroughbred Club 2021 Fall Race Meet – Players Pick 5 Wager

Dear Scott,

Del Mar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of the “Players Pick-5” wager on the first five (5) races of the day, subject to a 14% takeout, on each racing day of its 2021 Fall meet, November 3-28, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Josh Rubenstein
Lucy Myers

A. Purse distribution:

1.	All races other than stakes:	
	Current meet estimate: <u>13 Race Days</u>	5,113,600
	Prior meet actual: <u>15 Race Days</u>	5,187,886
	Average Daily Purse (7 A1 ÷ number of days):	
	Current meet estimate:	393,354
	Prior meet actual:	345,859
2.	Overnight stakes:	
	Current meet estimate:	200,000
	Prior meet actual	150,000
	Average Daily Purse (7 A2 ÷ number of days):	
	Current meet estimate:	15,385
	Prior meet actual:	10,000
3.	Non-overnight stakes:	
	Current meet estimate:	1,951,300
	Prior meet actual:	1,643,150
	Average Daily Purse (7 A3 ÷ number of days):	
	Current meet estimate:	150,100
	Prior meet actual:	109,543
4.	Total Purses: (7A1+7A2+ 7A3)	
	Current meet estimate:	7,264,900
	Prior meet actual:	6,981,036

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:	9.30%
	Prior meet actual:	27.88%
	Average Daily Purse (7 B1 ÷ number of days):	
	Current meet estimate:	0.72%
	Prior meet actual:	1.86%

C.	Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):	
	Current meet estimate:	730,493
	Prior meet actual:	589,657

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

	Current meet estimate:	Prior meet actual:
TOC Administration	58,881	57,882
CTT Administration	29,441	28,941
CTT Backstretch Pension	<u>58,881</u>	<u>57,882</u>
 Total	 147,203	 144,705

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

Current meet estimate: **8,142,596**
 Prior meet actual: **7,715,398**

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

Current meet estimate: **626,354**
 Prior meet actual: **514,360**

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: **3,852,348**
 Prior meet actual: **3,539,551**

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

Current meet estimate: **296,334**
 Prior meet actual: **235,970**

G. Purse funds to be generated from interstate handle:

Current meet estimate: **2,783,150**
 Prior meet actual: **3,345,403**

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

Current meet estimate: **214,088**
 Prior meet actual: **223,027**

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

On file

I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meet:

Bowen, McBeth, Inc., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 (909) 944-6465

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due

to horsemen and 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: **700**
- B. Minimum number of stalls believed necessary for the meeting: **700**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: **3,245**
- 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**
 - **Los Alamitos** **850**
 - **San Luis Rey Downs** **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.
ON FILE

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): **2,100 (Note: as of 2015 total number 2,000)**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall:
- | | |
|----|-------------------------------------|
| \$ | 1,292,550 |
| \$ | 13.39 cost per day per stall |
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse:
- | | |
|--------------------------------|------------------|
| Estimated vanning cost: | \$136,680 |
| Vanning per horse | |
| Santa Anita | \$240 |
| Los Alamitos | \$255 |
| San Luis Rey Downs | \$135 |

9. EQUINE EMERGENCY SERVICES

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

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

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

10.25.21–12.01.21 Del Mar Race Track (Association) Training and Racing
4:30am – 10:30am

Prior to Opening Day and once the main track opens for training (10/25/21), DMTC will have a veterinarian present during training hours to respond to any needs. As more horses arrive after the opening date, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services.

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

Year Round Los Alamitos Race Course (Auxiliary) Training
5:30 am – 10:30 am

Los Alamitos Race Course has private practitioners present during its training hours. Veterinarians' contact numbers ON FILE.

Year Round San Luis Rey Downs (Auxiliary) Training
5:30 am – 10:30 am

San Luis Rey Downs has veterinarians that are present during training hours. Contact numbers ON FILE.

**10. PARI-MUTUEL WAGERING PROGRAM
(CONTINUED with 2-day Breeder’s Cup Wagering Menu)**

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 (RCI) 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).

Example Race: TYPE OF WAGERS APPLICABLE RULES
\$1 E; \$1 Double CHRB #1959; RCI #VE

Breeders’ Cup World Championships Wagering Menu and Information (2021 Fall)

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

* When applicable

Wager	Rule	Takeout	Minimum Wager Amount and Other Information
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$1 Rolling Daily Double. **
Pick 3	CHRB 1977	23.68%	\$.50 Rolling Pick 3 on all eligible races.
PNP4 (Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on Friday races 2-5, races 4-7, races 7-10; \$.50 Pick 4 on Saturday races 2-5, races 4-7, races 6-9; races 9-12 No consolation; 100% payout; Alternate runner provision.
Early PNP 5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races Friday and Saturday; Friday’s early Pick 5 may carryover into Saturday. All Pick 5 carryovers including the early Pick 5 on Saturday will roll to the late Pick 5 on Saturday. Mandatory Payout on Saturday’s Late Pick 5. Alternate runner provision.
Late PNP 5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races Friday and Saturday; Friday’s late Pick 5 may carryover into Saturday. All Pick 5 carryovers will roll to the late Pick 5 on Saturday. Mandatory Payout on Saturday’s late Pick 5. Alternate runner provision.
PNP 6 (Pick 6)	CHRB 1976.9	23.68%	\$1 Pick 6 on the last six live races each day. 85% major pool and the 15% minor pool. Fridays Pick 6 may carryover to Saturday. Mandatory Payout on Saturday. Alternate runner provision.
(Pentafecta) Jackpot Super High 5	ARCI 004-105(X)(5) Option 4	23.68%	\$.50 Super High 5 on all races (assuming min# of horses is met); 25% major pool and 75% minor pool. The jackpot portion is progressive and is paid only if there is one winning .50 wager. Carryover to next race (including to the next race day, if applicable). Mandatory Payout on Saturday’s last eligible race.

** There will also be Special Two-Day Daily Doubles: Juvenile Fillies to Distaff; Juvenile Turf to Turf; Juvenile to Classic

- 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: **Closing Day – 11/28/21**
- D. List any options requested with regard to exotic wagering: **None**
- E. Will "advance" or "early bird" wagering be offered? Yes No
 If yes, when will such wagering begin? Specify days and time for “early bird” wagering:
November 3, 2021 to November 28, 2021 – (if current conditions permit)
9:00 am – 10:00 am Every 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:
Totalizator Central System
American Totalizator, Inc. (AmTote)
Primary system at ViaWest Data Center located in Portland Oregon
AmTote Representative:
Bob Sloan (1-443-798-0878) bob.sloan@amtote.com
Automatic Contract Extension to 6/30/2025 as stipulated in original contract
Terminals
F3000e – Convertible teller and self-service unit; IP based, touch screen and keyboard operated.
V3000e – Self Service terminals, touch screen, bill accepting, ticket in/out.
AWSST – Account wagering self-service unit. Touch screen account based terminal.
- G. List below the takeout percentage for each type of wager identified in 10.A.:

TAKE OUT PERCENTAGE

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

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting:

DMTC, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with the following Advance Deposit Wagering (ADW) companies to conduct Internet and telephone wagering from California residents: TVG, Xpress-Bet, Watch & Wager, Twin Spires, Bet America, NYRA Bets CA. In addition, several other ADW companies (complete list on file) have access to Del Mar’s content for Internet wagering in states for which ADW is approved by law.

B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.

ON FILE

C. Have the contract/agreements been approved by the respective horsemen's groups?

Yes No

If yes, attach a copy of the approval. **EXHIBIT 4**

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. (SCOTWINC)
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
SCOTWINC Agreement is on file with CHRB
- C. California simulcast facilities the association proposes to offer its live audiovisual signal:
EXHIBIT 5
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
EXHIBIT 6
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:
EXHIBIT 7
- F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:
EXHIBIT 8
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races": **EXHIBIT 9**

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 which 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 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).



August 7, 2021

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

RE: 2021 DMTC Fall Race Meeting ADW Approvals

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Del Mar Thoroughbred Club (DMTC) race signals under the terms and conditions set forth below.

Pursuant to Section XXIX, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and DMTC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, DMTC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpire, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on DMTC and other Thoroughbred races during the 2021 Fall race meeting, November 3-28, 2021, as follows:

1. California wagering on DMTC races:

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

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

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA LIAISON: WAYNE ATWELL
ADMINISTRATIVE ASSISTANT: ELSA PERON

- enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
 - c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
 - d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
 - e. For all wagers identified in sections 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 DMTC 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, 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, and Watch and Wager.

Very truly yours,



Mary W. Forney, Executive Director

cc: Lucy Myers

EXHIBIT 5
(If applicable)

Satellites

Alameda County Fair, Pleasanton
Antelope Valley Fair, Lancaster
Big Fresno Fair, Fresno
Cabazon Fantasy Springs Casino, Indio
California State Fair & Expo, Sacramento
Fairplex Park @ Barretts, Pomona
Fresno Club One, Fresno
Golden Gate Fields, Albany
Hollywood Park Casino, Inglewood
Humboldt County Fair, Ferndale
Los Alamitos Racecourse, Los Alamitos
Monterey County Fair, Monterey
National Orange Show, San Bernardino
Pechanga Resort Casino, Temecula
San Bernardino County Fair, Victorville
San Joaquin County Fair, Stockton
San Mateo Event Center, San Mateo
Santa Anita Park, Arcadia
Santa Clara County Fair, San Jose
Solano County Fair, Vallejo
Sonoma County Fair, Santa Rosa
Sports Pavilion, the Farmers Fair, Lake Perris
Ventura County Fair, Ventura
Viejas Casino & Turf Club, Alpine

EXHIBIT 6
(If applicable)

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

EXHIBIT 6
(If applicable)

Indiana Downs, Indiana
Inverness Raceway, Canada
Iowa Greyhounds, Iowa
Intermountain Racing, Idaho
John Martins Manor, Maine
Kawartha Downs, Ontario
Keeneland, Kentucky
Keeneland Select ADW, Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
New Zealand Racing Board, NZ
NYRA, New York
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada

Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oregon Off-Tracks, Oregon
Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru Jockey Club, Peru
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona
Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland
Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico

EXHIBIT 6
(If applicable)

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

EXHIBIT 7
(If applicable)

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

EXHIBIT 7
(If applicable)

Keeneland, Kentucky
Keeneland Select ADW, Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
NYRA, New York
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada
Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oregon Off-Tracks, Oregon

Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru Jockey Club, Peru
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona
Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland
Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico
Running Aces Harness Park, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scarborough Downs, Maine
Scarlet Pearl, Mississippi
Scioto Downs, Ohio
Seabrook Greyhound Park, NH

EXHIBIT 7
(If applicable)

Seabrook Greyhound Park ADW, NH
Shoreline Star Greyhounds, Connecticut
Skydancer Casino, Oklahoma
Sol Mutuel, St Kitts
Sol Mutuel Otrobanda, St Kitts
Southland Greyhound Park, Arkansas
Sports Center, Kentucky
State Fair, Nebraska
Suaposta ADW, Brazil
Suffolk District OTB, New York
Suffolk Downs, Massachusetts
Sunland Park Racetrack, New Mexico
Sun Ray Park, New Mexico
Tampa Bay Downs, Florida
Taunton Dog Track, New Hampshire
Taunton Dog Track ADW, New Hampshire
TBC Teletheatre, British Columbia
The Greenbrier Resort, West Virginia
The Meadows, Pennsylvania
The Meadows ADW, Pennsylvania
Thistledown, Ohio
Tioga Downs, New York
Tote Investment Services, Trinidad
Tri-State Greyhound, West Virginia
Truro Raceway, Canada
TVG, Arizona
TVG Chester, Pennsylvania
TVG High Volume, Los Angeles
TVG, Los Angeles
TVG, Massachusetts
TVG Prairie Meadows, Iowa
Turf del Norte, Mexico
Turf del Norte, Tribecta D.R.
Turf Paradise, Arizona
Turfway Park, Kentucky
Twin River Greyhounds, RI
TwinSpires, Kentucky
TwinSpires High Volume, Kentucky
US Offtrack, Florida
Valley Greyhound Park, Texas
Velocity Wagering Ltd., KY
Venezuela OTB, Venezuela
Vernon Downs, New York
Victoryland Greyhounds, Alabama
Virginia Equine Alliance, Virginia
Watch and Wager, LLC, San Francisco

Western Fair, Ontario
Western Regional OTB, New York
Wheeling Downs, Canada
Will Rogers Downs, Oklahoma
Woodbine Entertainment Corp, Ontario
Wyoming Downs, Wyoming
Wyoming Horse Racing LLC, Wyoming
XpressBet, Arizona
XpressBet, Illinois
XpressBet, Pennsylvania
Xpressbet, Southern Alberta
Yonkers Raceway, New York
Yonkers Empire City Bets, New York
Zia Park, New Mexico
123Gaming, Oregon

EXHIBIT 8
(If applicable)

Mini-Satellites

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

M2. OC Tavern
2369 South El Camino Real
San Clemente, CA 92672
Phone (949) 542-8877
Contact: Micheal Merrigan

M3. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M4. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M5. Tiled Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M6. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

EXHIBIT 8
(If applicable)

M7. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

M8. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

M9. The Derby Room at Glen Arden
357 Arden Ave
Glendale, CA 91203
PH: 818-245-6397
Contact: Jim Baerwald

EXHIBIT 9

Full & Partial Cards

Aqueduct: November 3, 2021 - November 30, 2021
Churchill Downs: November 3, 2021 - November 30, 2021
Delta Downs: November 3, 2021 - November 30, 2021
Gulfstream Park: November 3, 2021 - November 30, 2021
Fairgrounds: November 3, 2021 - November 30, 2021
Finger Lakes: November 3, 2021 - November 30, 2021
Hawthorne Race Course: November 3, 2021 - November 30, 2021
Laurel Park: November 3, 2021 - November 30, 2021
Mahoning Valley: November 3, 2021 - November 30, 2021
Mountaineer Park: November 3, 2021 - November 30, 2021
PARX Racing: November 3, 2021 - November 30, 2021
Penn National: November 3, 2021 - November 30, 2021
Tampa Bay: November 3, 2021 - November 30, 2021
Zia Park: November 3, 2021 - November 30, 2021

Woodbine: November 3, 2021 - November 30, 2021
ARC (South America) via Laurel Park November 3, 2021 - November 30, 2021
ARC (South America) via Gulfstream Park: November 3, 2021 - November 30, 2021

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

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

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 which 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: **NA**

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). **NA**

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 provision 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 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 and out-of-state wagering, and which 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 3 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 and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. CHARITY RACING DAYS

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

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

David H. Batchelder PO Box 700 Del Mar, CA 92014	Rollin Baugh P.O. Box 2461 Rancho Santa Fe, CA 92067
Dr. James R. Buell 4790 Caughlin Pkwy # 518 Reno, NV 89509	Bo Derek PO Box 700 Del Mar, CA 92014
Joseph W. Harper P.O. Box 700 Del Mar, CA 92014	Kosta Hronis PO Box 700 Del Mar, CA 92014
Marie G. Moretti 6705 De Chardin Lane Reno, NV 89511	Warner C. Lusardi Lusardi Construction Company 1570 Linda Vista Drive San Marcos, CA 92078
Martin J. Wygod The Wygod Group P.O. Box 676306 Rancho Santa Fe, CA 92067	Jim Rome PO Box 700 Del Mar, CA 92014

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

D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 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 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) | Dana Stead, DVM |
| Clerk of Scales | Matt Nichols |
| Assistant Clerk of Scales | Charles McCaul |
| Clerk of the Course | Dawn Schmid |
| Film Specialist | Heather Correa |
| Horse Identifier | Jennifer Paige |
| Horseshoe Inspector | Victor Tovar |
| Paddock Judge | Karen Denovel |
| Patrol Judges | Heather Correa – Karen Denovel |
| Placing Judges | Robert Moreno – Sue Brent |
| Starter | Jay Slender |
| Timer | John Lies |

B. Management officials in the racing department:

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

C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:

Michelle Derieg
Weinstein Court Reporters, LLC
PO Box 26634
Santa Ana, CA 92799
(949) 637-6071
[**mderieg@weinsteincourtreporters.com**](mailto:mderieg@weinsteincourtreporters.com)

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:

Plusmic Corporation, William O'Brien, Digital Photo Finish Only
Contract expires 12/31/2021

E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.

TVG

Expiration: 12/31/2024

Equipment list on file with CHRB – Updated 8/9/21 per TVG

Lyon Video uses EVS equipment to record all races, Lyon Video Company contract ends fall of 2024.

Del Mar has 3 locations for Dirt races,

- 1. 7/8th which is a permanent tower structure**
- 2. 3/8th which is a permanent tower structure**
- 3. 1/4th this position was requested by Stewards July 2021 and the camera sits on a scissor lift.**

Del Mar has 3 locations for Turf races,

- 1. 7/8th which is a permanent tower structure**
- 2. 3/8th this camera was requested by the Stewards July of 2019 and the camera sits on a scissor lift**
- 3. 1/4th which is a permanent tower structure**

For each race TVG will provide:

-Two manned pan cameras located near the judge's room in the press box providing a wide and tight view of each race, turf and dirt, plus coverage for in-house video board presentation. Pan 1 is the tight camera shot and Pan 2 is the wide camera shot.

-Four manned tower cameras: Del Mar owns 4 permanent tower structures, during every race you will have a manned camera at each position on the track 7/8th, 3/8th and 1/4th either in a tower or scissor lift.

-Backstretch head-on (Training Track Camera Tower) 3/8th Tower and scissor lift

-Far turn and Stretch run back view (Quarter Chute Camera Tower) 1/4th Tower and scissor lift.

- Stretch-run head-on (Livestock Barn Camera Tower) – turf 7/8th Tower
- Stretch-run head-on (Livestock Barn Camera Tower) – dirt 7/8th Tower
- 2 cameras in the paddock area provided coverage of horses, jockeys, trainers and owners – both are in place.
- A camera in winner circle – handheld camera
- Camera on the 7th floor (manned when TVG production crew is on-site) – Pan 3
- TVG will provide talent for in-house events

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:

AXCIS INFORMATION NETWORK, INC.

TrackMaster c/o Equibase

821 Corporate Drive, Lexington, KY 40503

GPS System: Global Positioning Systems Technology

**Name of person: David Siegel (Axcis Information Network, Inc.)
(TrackMaster/Equibase)**

Expiration date: December 31, 2022

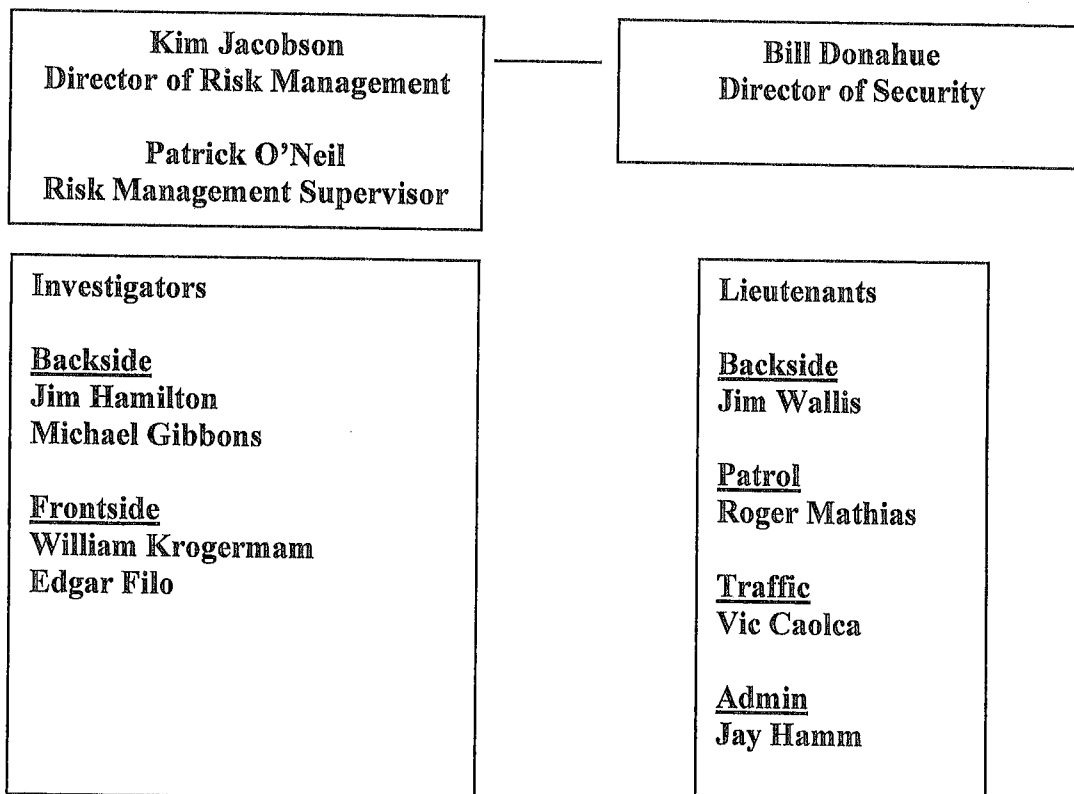
15. SECURITY CONTROLS

- B.** Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. **EXHIBIT 10 (A) AND (B)**
- B.** Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: **50**
1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of \$100,000 or more. Details of the detention stalls are described in 15.B – 2 (C).
 2. Detention Stalls:
 - A. Attach a plan for use of graded stakes or overnight races.
Detention barn is used as required by the CHRB.
 - B. Number of security guards in the detention stall area during a 24-hour period.
As needed at the direction of the CHRB.
 - C. Describe number and location of surveillance cameras in detention stall area.
For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving / test barn as our detention area. We will install fixed cameras in each of the five detention stalls as well as fixed cameras viewing the shed-row from both directions. As with the barn area, surveillance control and viewing will be from the CHRB Investigators' office on the Frontside.

EXHIBIT 10A

Security Personnel

Person responsible for security controls on the premises:



Contact Information:

Director of Risk Management	Work 858-792-4233
Risk Management Supervisor	Work 619-840-7881
Director of Security	Work 858-755-1141 ext. 3652
Backside Investigator/Hamilton	Work 818-307-4483
Backside Investigator/Gibbons	Work 848-888-2754
All others	Work 858-755-1141 ext. 3650

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

3. TCO2 Testing:
A. Number of races to be tested, and number of horses entered in each race to be tested.

All

- B. Plan for enhanced surveillance for trainers with high-test results.
Will follow CHRB directives.

- C. Plan for detention stalls for repeat offenders.
Will follow CHRB directives.

- D. Number of security personnel assigned to the TCO2 program.
Assigned as needed.

- C. Describe the electronic security system:

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

1. Location and number of video surveillance cameras for the detention stall and stable gate.

Del Mar Thoroughbred Club utilizes several pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on disk drives and stored for up to three weeks before being rerecorded. Control of these cameras is located in DMTC's security office.

- D. For night racing associations. Describe emergency lighting system: **NA**

16. EMERGENCY SERVICES

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

**Mercy Ambulance
2537 Old San Pasqual Road
Escondido, CA 92027
(760) 525-9676**

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

Exhibit 11 – ON FILE

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

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

D.

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

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



COUNTY OF SAN DIEGO

EMERGENCY MEDICAL SERVICES

EMERGENCY MEDICAL TRANSPORT PERMIT

AGENCY NAME: MERCY MEDICAL TRANSPORTATION, INC.

Effective Date: December 1, 2020

Expiration Date: November 30, 2021

Approved as: ALS BLS CCT

Authorized by: **Adria Cavanaugh**
Permit Officer, Emergency Medical Services

Digitally signed by Adria Cavanaugh
Date: 2020.11.03 08:22:04 -08'00'

Permit Number: 20-130

EXHIBIT 11



3/22/2021

To: Lucy Myers

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

Ryan Merchant
Director of Operations
(951) 880-6263
rmerchant@symonsambulance.com

CHRB 16.(B)1 HUNTINGTON AMBULANCE

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

March 18, 2021

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

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

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.

- **Huntington Ambulance Certificate: On file**
- **Mercy Ambulance Certificate: On file**
- **Symons Ambulance Certificate: – On file**

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

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

The equipment contained in the first aid clinic includes:

- | | |
|-----------------------------------------------------------------------------|---------------------------------------|
| • Oxygen at each station | • B/P Cuff |
| • Cardiac monitor | • Thermometer |
| • AED | • Bag Valve Mask |
| • Otoscope | • Surgery Light |
| • Ophthalmoscope | • Stethoscope |
| • Pulse and O2 Oximeter | • Glucose Monitor and Supplies |
| • Surgical equipment (used for laceration repair and suture removal) | |

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:

If quarter horse racing association sees D.1.:

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

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

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

- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding hospital selection.
- **Scripps La Jolla**
988 Genesee Ave., La Jolla, CA 92037 / 858-626-4123
 - **Scripps Encinitas**
354 Santa Fe Drive, Encinitas, CA 92024 / 760-753-4123
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey: **EXHIBIT 12 – ON FILE**
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
- **Health and Safety Manager (Risk Manager): Kimberly Jacobson**
 - **Assistant Manager (Risk Management Assistant): Patrick O'Neil**
 - **On-Site Medical Coordinator-Rotates between different Fire Fighter Paramedics**
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises. **ON FILE**
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details):
State Compensation Insurance Fund of CA
IOA Insurance Services
3875 Hopyard Road, Suite 200
Pleasanton, CA 94588
Policy #927286820
- 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 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.
EXHIBIT 13 – ON FILE

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, that may be either permanent or mobile, and which 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. (b) 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. (c) 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. (d) 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.

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

Program Elements:

I. Medical Professionals On-Site During Racing - Summary

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

II. Jockey Information Health System

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

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

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

II. Area Hospitals and Rapid Admittance

- a. DMTC maintains a working relationship with two area hospitals, both members of the Scripps Hospital and Healthcare family of operations. The hospitals are found in either La Jolla, just south

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of the DMTC track, or Encinitas, just north of the track. Both are Level 1 trauma hospitals.

- b. The Scripps triage and base station is located at the La Jolla hospital – when determined transport is necessary, hospital will be contacted immediately by the Medical Clinic Staff, Paramedics or Risk Management.
- c. Riders will be transported to Scripps La Jolla unless base station determines alternate site is necessary. All decisions on where a rider will be seen are made by Scripps La Jolla at the time of a reported incident. DMTC will not know where a rider is being taken until such time that transport has been initiated and we are advised as to which facility they are directed to.
- d. The addresses of the hospitals are: (Both are located less than 10 miles from DMTC)
 - a. Scripps La Jolla
9888 Genesee Avenue
La Jolla, CA 92037
Tel: 858.626.4123
 - b. Scripps Encinitas
354 Santa Fe Drive
Encinitas, CA 92024
Tel: 760.753.4123

III. The DMTC Safety and Health and Program Manager

- a. The DMTC Risk Manager serves as the Safety Manager and coordinator of the Jockey medical treatment and on-track accident program.
- b. DMTC also maintains an Assistant Safety and Health Manager (the Risk Management Supervisor) during the live meet period in the event the Safety Manager is unavailable.

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

IV. On-site First Aid Facilities and Staffing

a. Physician - Services for the on-site medical clinic are contracted through Scripps Coastal Medical Center. During all live racing periods there will be a licensed physician and medical assistant on duty.

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b. Advanced Life Support Ambulances (ALS) – A Paramedic and Certified Emergency Medical Technicians are on site at all times that either training or live racing is taking place. During Training hours there will be one ALS ambulance and one team which includes one, at a minimum (1) Paramedic and one (1) Certified Emergency Medical Technician on site at all times. During live racing there will be two ALS ambulances, which will include two (2) Paramedics and two (2) Certified Emergency Medical Technicians on site. Team 1 will follow the field during live racing, Team 2 will cover the paddock during pre-race activities and serve as a back up to Team 1. Both teams will maintain radio contact with the officials and security dispatch at all times. (Depending on staffing for the day there may be times when two paramedics are on a rig).

c. Municipal Response Capabilities- DMTC is located on a State of California Fairgrounds. As such, we enjoy the benefits of the Del Mar Fire Department municipal fire service and Paramedic and Emergency Medical Technicians that are stationed on the grounds. If the on-site station has responded to an off-site emergency, the North Com dispatch will send the closest responding unit available. On track Paramedics have the capability of calling North Com directly should back up be necessary.

V. Ambulance and Medical Transport Protocols

- a. Contracted ambulance service – DMTC contracts with a licensed Emergency Medical Services provider who provides ALS on-track emergency medical response and may provide transport services. Depending on the time and nature of an incident as well as the number of riders involved, transport may be referred to or in conjunction with the local municipal services.
- b. Local municipal services – The Del Mar Fire Department or others within the Rancho Fire Service area may respond as needed or called upon. The Rancho Fire Service will respond with Paramedics and EMT's on the fire trucks as well as Paramedics assigned to the municipal ambulances.

VI. The Emergency Medical Plan

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

General Conditions

- On-site Paramedics and EMT's will respond to any observed rider on-track accident or as otherwise summoned for assistance. Such response will occur during training and/or live racing periods,
- If an incident requires transport, the hospital will be contacted and notified of the patient transport. (The La Jolla location of Scripps Hospital serves as the triage and base station for all incidents requiring hospital

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emergency care; they will direct the medical transport team as to which hospital to respond to.)

Communications

- Paramedic and EMT's (Team 1 and 2) will be assigned two radios per team allowing for constant communication with both security dispatch and officials. Both Official Channel and Dispatch Channel will be monitored at all times.
- Medical Clinic will be assigned one radio and will maintain contact with security dispatch at all times.
- DMTC security dispatch will monitor the official channel at all times.
- Safety and Health Program Manager and Assistant will monitor the security channel at all times and the official channel during a live race. Both individuals will be available either on site or via cell phone 24 hours a day during the live meet.

Response During Training Periods

- During training periods, Advanced Life Support Unit will determine the nature and extent of any injuries and whether transport to a medical facility is necessary,
- The DMTC Security Dispatch will be notified immediately of any rider incident on-track or otherwise during training periods and will assist EMS provider with securing additional medical help for transport to area hospital when necessary.
- Municipal units will meet on-track unit at the clock tower to secure injured rider and transport to one of designated hospital.
- Incidents with injuries not requiring transport to one of the local hospitals identified within this program will be treated on-track or at the DMTC fist aid clinic based upon Paramedic judgment.
- Any on-track accidents during training periods will be immediately reported to the Safety Manager, for analysis review and additional reporting as might be required.

Response During Pre-Race (Paddock)

- Team 2 will be situated in the paddock area during pre race activities to respond to an emergency occurring in the paddock area.
- Should an emergency occur Security Dispatch will be notified immediately.

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- DMTC Safety and Health Program Manager and/or Assistant will respond to incident.
- Security dispatch will notify on site medical clinic that an incident has occurred.
- As needed, additional medical assistance will be summoned from local municipal resources,
- DMTC Security will respond to incident and assist with crowd control. If necessary security will provide escort to the medical clinic.

Accidents During Live Racing

- ALS unit -Team 1 following the racing field will immediately respond to on-track accidents; simultaneously, the on-track physician and medical assistant will be made aware of the incident via radio contact, observation of the race via closed –circuit television or as advised by the DMTC Safety or Security Staff,
- ALS unit - Team 2 will be on stand by at medical clinic to assist and/or replace the on track unit should it be necessary for Team 1 to leave the track for any reason.
- In the event of a multiple rider down situation Team 1 will call for immediate backup from Team 2 at which time Team 2 will enter the track to assist. If the situation is going to require additional response from outside Team 1 will request outside units through Security Dispatch.
- Should incident require ambulance to leave the track prior to the start of the race, Team 2 will immediately move in to position at the starting gates. When this occurs Team 2 will notify stewards via radio that they are in place.
- If for any reason Team 2 is unavailable CHRB stewards must be notified immediately via the official channel.
- As needed, additional medical assistance will be summoned from local municipal resources,
- Riders will be transported to the on-site medical facility for initial review, observation and triage. Should the Paramedic feel that immediate transport is necessary to hospital he will alert Security that rider will be transported directly to hospital (Paramedics have radio contact with Scripps La Jolla and will notify them directly of the transport). Risk Management will notify Officials.

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- To the extent possible, all care will be provided by the professionals within the DMTC medical clinic,
- DMTC Safety and Security staff will immediately respond to the medical clinic to assist with event management and access control to the medical clinic,
- Depending on the nature and severity of injuries, the rider(s) may be transported to one of the local hospitals noted within this plan for further medical care and treatment as is needed,
- Any on-track accidents during live racing will be immediately reported to the Safety Manager, for analysis review and additional reporting as might be required.
- When one of the ALS units are required to leave the grounds DMTC Security will be notified immediately and instructed to call North Com for any patron medical aids until unit returns to grounds.
- Risk Management Department will provide Jockey Information Health System paperwork and Workers Compensation to the hospital.

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

VII. Posting This Plan

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

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

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

IIX. Updates

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

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Club de Caballos Purasangre Hipódromo Del Mar
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Visión General: El Club de Caballos Purasangre del Hipódromo Del Mar (DMTC) se compromete a la salud y seguridad de todos los profesionales de equitación que son miembros valorados de la comunidad de equitación y DMTC. Una gran parte de este compromiso es proporcionar atención médica profesional y servicios de primeros auxilios, en caso de que un jinete necesite utilizar tales servicios o se vea implicado en un accidente que requiera atención de primeros auxilios o asistencia médica de emergencia. DMTC hace su función al ofrecer asistencia médica de emergencia, de primeros auxilios y transporte cuando se requiera en caso necesario. Este programa define los elementos del plan y procedimientos. DMTC realizará un seguimiento, cuando ocurran estos hechos donde se necesite asistencia médica.

Elementos del Programa:

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

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

II. Sistema de Salud para la Información del Jinete

DMTC participa en el Sistema de Salud para la Información del Jinete por medio de Incompass. Todos los Médicos y Departamento de Gerencia de Riesgo tienen acceso a este programa.

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

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

II. Hospitales de la Zona y Admisión Rápida

- a. DMTC mantiene una relación profesional con dos hospitales de la zona, tanto los miembros del Hospital Scripps y la familia de asistencia médica de operaciones. Los hospitales se encuentran o en La Jolla, justo al sur de la pista de DMTC, o en Encinitas, justo al norte de la pista. Los dos son hospitales de traumatismos Nivel 1.
- b. La selección de Scripps y estación base se sitúa en el hospital de La Jolla, cuando se necesite un transporte determinado se les pondrá en contacto inmediato con el Personal Médico, Paramédicos o Gerencia de Riesgo.
- c. Se transportará a los jinetes a Scripps en La Jolla a menos que la estación base determine un lugar alternativo en caso necesario. Todas las decisiones con respecto a donde se atenderá a un jinete se realizarán en Scripps La Jolla en el momento en que se reporte el incidente. DMTC no sabrá a dónde se lleva al jinete hasta el momento en que se haya iniciado el traslado y se nos avise sobre la instalación a la que se dirige.
- d. Las direcciones de los hospitales son: (Ambas se localizan a menos de 10 millas de DMTC)
 - a. Scripps La Jolla
9888 Genesee Avenue
La Jolla, CA 92037
Tel: 858.626.4123
 - b. Scripps Encinitas
354 Santa Fe Drive
Encinitas, CA 92024
Tel: 760.753.4123

III. Salud y Seguridad y Gerente del Programa de DMTC

- a. El Gerente de Riesgo de DMTC atiende como Gerente de Seguridad y coordinador del tratamiento médico del jinete y el programa de accidentes en la pista.
- b. DMTC también mantiene un Subgerente de Seguridad y Salud (el Supervisor de Gerencia de Riesgo) durante el periodo del encuentro de carreras en directo en caso de que el Gerente de Seguridad no esté disponible.

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

IV. Instalaciones de Primeros Auxilios en el sitio y Personal

- a. Médico- Los servicios para el centro médico en el sitio se contratan por medio de "Scripps Coastal Medical Center". Durante los periodos de carreras en directo habrá un médico licenciado y ayudante médico en servicio.
- b. Las Ambulancias Avanzadas de Apoyo Vital (ALS)- Un Paramédico y Técnicos Médicos de Emergencia certificados están en el sitio en todo momento ya sea si están entrenando o se está llevando a cabo una carrera hípica. Durante las horas de entrenamiento habrá una ambulancia ALS y un equipo que incluirá uno, como mínimo (1) Paramédico y un (1) Técnico Médico de Emergencia Certificado en el sitio en todo momento. El Equipo 1 seguirá el campo durante la carrera en directo, el Equipo 2 cubrirá las caballerizas durante las actividades antes de las carreras y atenderá como un refuerzo del Equipo 1. Ambos equipos mantendrán el contacto por radio con los oficiales y despacho de seguridad en todo momento. (Dependiendo del personal para el día puede haber ocasiones cuando dos paramédicos se encuentren en un camión).
- c. Las Capacidades de Respuesta Municipal-DMTC está situado en un recinto ferial del Estado de California. Como tal, disfrutamos de los beneficios del servicio de bomberos municipal Del Mar, Paramédicos y Técnicos de Emergencia Médica que se localizan en el terreno. Si la estación en el sitio ha respondido a una emergencia fuera del sitio, el despacho North Com mandará a la unidad de respuesta más cercana disponible. Los Paramédicos en la pista cuentan con la capacidad de llamar directamente a North Com en caso de que se necesite un refuerzo.

V. Protocolos de Transporte Médico y Ambulancia

- a. El servicio de ambulancia contratada-DMTC contrata al proveedor de Servicios Médicos de Emergencia licenciados que proporciona ALS para responder ante las emergencias médicas y puede proporcionar servicios de transporte. Dependiendo del tiempo y la naturaleza de un incidente así como el número de

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jinetes implicados, transporte al que podrá referirse o conjuntamente con los servicios municipales locales.

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

VI. Plan Médico de Emergencia

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

Condiciones Generales

- Los Paramédicos y EMT en el sitio responderán a cualquier accidente que se observe de un jinete en la pista o de otro modo pedirán ayuda. Tal respuesta ocurrirá durante el entrenamiento o periodos de carreras en directo,
- Si un incidente requiere transporte, se contactará y avisará al hospital del transporte del paciente. (La localización de La Jolla del Hospital Scripp atiende como sala de urgencias y estación base para todos los incidentes que requieran asistencia de emergencia hospitalaria y dirigirán al equipo de transporte médico a qué hospital deberán acudir).

Comunicaciones

- Los Paramédicos y EMTs (Equipo 1 y 2) se les asignarán dos radios por equipo para permitir una comunicación constante con el despacho de seguridad y los oficiales. Tanto el Canal Oficial y el Canal de Despacho se controlarán en todo momento.
- Se le asignará al centro médico una radio y mantendrá contacto con el despacho de seguridad en todo momento.
- El despacho de seguridad de DMTC controlará el canal oficial en todo momento.
- El Gerente del Programa de Seguridad y de Salud controlará el canal de seguridad en todo momento y el Ayudante controlará el canal de seguridad en todo momento y el canal oficial durante una carrera en directo. Ambas personas estarán disponibles tanto en el sitio como por teléfono celular las 24 horas al día durante el encuentro de las carreras en directo.

Respuesta Durante los Periodos de Entrenamiento

- Durante los periodos de entrenamiento, la Unidad de Apoyo Vital Avanzado determinará la naturaleza y extensión de cualquier lesión y si el transporte a una instalación médica es necesario,
- Se avisará de inmediato al Despacho de Seguridad de DMTC de cualquier incidente de los jinetes en la pista o de otro modo durante los periodos de entrenamiento y ayudará a EMS a conseguir ayuda médica adicional para facilitar transporte al hospital del área cuando se necesite.
- Las unidades municipales se reunirán en la unidad en la pista en la torre del reloj para asegurar al jinete lesionado y el transporte a un hospital designado.
- Los incidentes con lesiones que no requieran transporte a uno de los hospitales locales identificados dentro de este programa, se tratarán en la pista o en el centro de primeros auxilios de DMTC según el criterio del Paramédico.
- Cualquier accidente en la pista durante los periodos de entrenamiento se reportará de inmediato al Gerente de Seguridad, para una revisión del análisis y reporte adicional según se requiera.

Respuesta Durante la Pre-carrera (Caballeriza)

- El Equipo 2 estará situado en el área de caballerizas durante las actividades de pre-carrera para responder a una emergencia que ocurra en el área de las caballerizas.
- Si ocurre una emergencia se avisará al Despacho de Seguridad de inmediato.
- El Gerente del Programa de Salud y Seguridad de DMTC o Ayudante responderá al incidente.
- El despacho de seguridad avisará al centro médico del sitio de que ha ocurrido un accidente.
- Se solicitará ayuda médica adicional de los recursos municipales locales, según se necesite,

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- La Seguridad de DMTC responderá al incidente y ayudará con el control de la multitud. Si se necesita seguridad se proporcionará escolta hasta el centro médico.

Accidentes Durante la Carrera en Directo

- La unidad ALS-Equipo 1 que sigue el campo de carreras responderá de inmediato a los accidentes en la pista; simultáneamente, el ayudante médico y médico en la pista se les pondrá en conocimiento del incidente contactándoles por medio de radio, la observación de la carrera se hará por medio de un circuito cerrado de televisión o según lo aconsejado por el Personal de Seguridad de DMTC,
- La unidad ALS-Equipo 2 estará preparada por el centro médico para ayudar o remplazar a la unidad de la pista si fuera necesario por el Equipo 1 para abandonar la pista por cualquier razón.
- En caso de que jinetes múltiples se encuentren en situación de lesión, el Equipo 1 llamará para apoyo inmediato del Equipo 2 en el que el Equipo 2 entrará en la pista para ayudar. Si la situación va a requerir una respuesta adicional desde fuera el Equipo 1 solicitará fuera unidades a través del Despacho de Seguridad.
- Si un incidente requiere ambulancia deberá abandonar la pista antes de que empiece la carrera, el Equipo 2 se desplazará de inmediato a una posición al cajón de salida. Cuando esto ocurre el Equipo 2 avisará a los comisarios por medio de radio de que están en su lugar.
- Si por cualquier razón el Equipo 2 no está disponible se avisará de inmediato a los comisarios CHRB por medio del canal oficial.
- Se pedirá asistencia médica adicional desde los recursos municipales locales, según se necesite,
- Se transportará a los jinetes a una instalación médica en el sitio para una revisión inicial, observación y emergencia. Si el Paramédico considera que se necesita transporte de inmediato al hospital se alertará a Seguridad de que se llevará al jinete directamente al hospital (los Paramédicos tienen contacto por radio con Scripps La Jolla y se les avisará directamente del transporte). La Gerencia de Riesgo avisará a los Oficiales.

Club de Caballos Purasangre Hipódromo Del Mar
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

- En la medida de lo posible, los profesionales ofrecerán toda la atención médica dentro del centro médico de DMTC,
- El personal de Seguridad de DMTC responderá de inmediato al centro médico para ayudar con la gerencia del evento y control de acceso al centro médico,
- Dependiendo de la naturaleza y gravedad de las lesiones, se podrá trasladar al jinete a uno de los hospitales locales señalado dentro de este plan para otra atención médica y tratamiento según se necesite,
- Cualquier accidente en la pista durante la carrera en directo se reportará de inmediato al Gerente de Seguridad, para una revisión del análisis y reporte adicional según se requiera.
- Cuando una de las unidades de ALS requiere que abandone los terrenos, la Seguridad de DMTC avisará de inmediato y se le instruirá llamar a North Com para cualquier atención médica de clientes hasta que regrese la unidad al terreno.
- El Departamento de Gerencia de Riesgo proporcionará la documentación del Sistema de Salud de Información al jinete y Compensación de los Trabajadores al hospital.

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

VII. Exposición de Este Plan

El Plan de Respuesta de Accidente del Jinete en la pista de DMTC se exhibirá en Inglés y Español en las siguientes localizaciones:

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

Las copias adicionales del plan se mantendrán en la oficina del Gerente de Riesgo de DMTC, localizada en el Edificio de Operaciones.

IX. Actualizaciones

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



Josh Rubinstein
President & COO

September 9, 2021

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

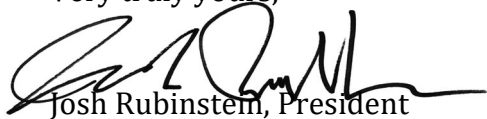
Re: CHRB 4 CCR 1927 Fire Prevention and Auxiliary Stabling
Letter of Request for an Exemption or Extension

Dear Executive Director Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club ("DMTC") requests an exemption from the 45-day provision of Rule 1927 as the current fire inspection/clearance the CHRB has on file was conducted more than 45-days prior to the start of the meet, and the fire department is unable to conduct another fire inspection before the fall meet begins.

Thank you for your consideration and assistance.

Very truly yours,



Josh Rubinstein, President

cc: Amanda Drummond
Nicole Lopes-Gravely



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

Fire and Life Safety Division
24680 Jefferson Avenue, Suite B
Murrieta, CA (916) 445-8200
Website: www.fire.ca.gov



July 7, 2021

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

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

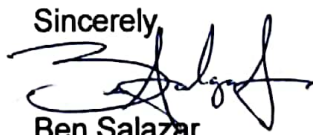
Dear Ms. Walls:

A fire & life safety inspection at the above referenced facility was conducted on June 22-24, 2021 in accordance with Section 13108 (c) of the California Health & Safety Code. The purpose was to determine compliance with the minimum fire & life safety standards required by Title 19 and Title 24 of the California Code of Regulations.

No deficiencies were noted at the time of the inspection.

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

If we can be of further assistance, or you desire additional information or clarification, please feel free to contact me at 916-212-2307.

Sincerely,

Ben Salazar
Deputy State Fire Marshal

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.



City of Arcadia

Fire Department

Michael Lang
Fire Chief

August 31, 2021

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 September 5, 2021 through July 1, 2022, the Winter/Spring meets including Simulcast.

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

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

Sincerely,

Mark Krikorian
Fire Marshal

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

North County Fire Protection District

**330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010**



Friday, 31 July, 2020

Attn: Kevin Habell

5772 CAMINO DEL REY

BONSALL, CA 92003

Re: Initial - Fire & Life Safety on July 31 2020

Property Address:

San Luis Rey Training Center

5772 CAMINO DEL REY

BONSALL, CA 92003

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 "D. Moore, Jr.", is written over a horizontal line.

FFP David Moore, Jr.

bmoore@ncfire.org

Property Representative:

A handwritten signature in black ink, appearing to read "Kevin Habell", is written over a horizontal line.

Kevin Habell



EXHIBIT 13

DELMART-01

SAENZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SNCGL1800901	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SEXUAL ABUSE MO \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUTO83101	3/15/2021	3/15/2022	BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SNFX0087701	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED \$ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	927286821	3/31/2021	3/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

California Horse Racing Board (CHRB) 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

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

EXHIBIT 14

Does the association provide its own concessions? Yes No

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

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

EXHIBIT 15

B. Promotional/ Marketing budget for this race meeting:

<u>Category</u>	<u>2021 Fall</u> <u>Meet</u> <u>(15 Day Meet)</u>
Advertising	\$ 85,500
Promotions	\$ 112,000
Publicity	\$ 70,000
Other	<u>\$ 2,500</u>
Total	<u>\$ 270,000</u>

Promotional/Marketing budget for prior race meeting:

<u>Category</u>	<u>2020 Fall</u> <u>Meet</u> <u>(15 Day Meet</u> <u>without fans)</u>
Advertising	\$ 83,000
Promotions	\$ 40,000
Publicity	\$ 24,250
Other	<u>\$ 2,500</u>
Total	<u>\$ 149,750</u>

B. Number of hosts and hostesses employed for meeting:

DMTC is requesting to operate with “limited” spectators in accordance with public health and government guidelines. We will employ approximately 22 customer service representatives on weekday racing and 35 on weekends.

D. Describe facilities set aside for new fans:

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

EXHIBIT 14

CONCESSIONS:

Wes Westley, CEO
Premier Food Service, Inc./SMG
300 Conshohocken State Road
Conshohocken, PA 19428

TIP SHEETS:

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

Toby Turrell
Winners
532 ½ #D Via de la Valle
Solana Beach, CA 92075

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

Jeff Bohland
Bob's Card, Inc.
16803 Ernest Avenue
Cleveland, OH 44256

SADDLERY SERVICES:

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

MISCELLANEOUS CONCESSIONS/SERVICES:

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

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

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

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

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

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

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

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

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

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

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

1. HORSEMEN

- Installation of washing and sanitation stations throughout the facility – on going.
- Replacement of stairways, balconies and shed row posts in stable area living quarters (restricted area) – on-going.
- Replacement of flooring, doors, locks, and window screens in living quarters (restricted area) – on-going.
- Upgrade of morning workout lighting (restricted area) – on-going.
- Repair of all stable area smoke detectors (restricted area) – on-going.
- Replacement of water service to miscellaneous barns in stable area (restricted area) – on-going.
- Backfill of all stable area stalls with decomposed granite (restricted area) – on-going.
- Renovation of miscellaneous restrooms, tack rooms and living quarters in stable area (restricted area) – on-going.
- Replacement of exterior electrical outlets and wall lights in stable area (restricted area) – on-going.
- Clean and screen all stable area shed-drains and roadways due to rocks and debris (restricted area) – on-going.
- Clean and dig-out all stable area wash racks and storm drain boxes (restricted area) – on-going.
- Re-grading of main dirt track (restricted area) – on-going.
- Repair camera towers and replace worn track rail and mirror padding (restricted area) – on-going.

2. FANS

- Installation of Sneeze Guards at all teller locations.
- Increase the number of portable restrooms in key locations.
- Increase the frequency of power washing seating areas.
- Upgrade tables/seating in Paddock view restaurants – on-going.
- Painting grandstand seating, railings and restroom doors – on-going.
- Replacement of television monitors with flat screen monitors throughout facility and the addition of more to increase fan needs – on-going.
- Installation of wireless technology throughout the facility to enhance the mobile app experience - on-going.

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

19. SCHEDULE OF CHARGES

The below prices do not apply on Friday, November 5th and Saturday, November 6th Breeders' Cup Championship races at Del Mar.

A. Proposed charges, note any changes from the previous year:

Fall Meet 2021

*No changes from Fall 2019 (fans in attendance and tickets sold) – No tickets sold in 2020

Admission (includes official program)	\$6.00 (\$3.00 with Diamond Club) <u>(Season Pass Not Sold in 2021)</u>
*Reserved Seating	\$4.00 Thurs & Fri - \$6 Sun and Opening Day - \$8 Sat
Parking (general, single day)	\$10.00
*Parking (general, advance Discount book of 5)	\$25.00
Parking (Valet)	\$20.00
Programs (on-track)	Included with paid admission
Programs (off-track)	\$2.25

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

*No changes from Fall 2019 Season Boxes or Turf Club – No tickets sold in 2020

Season Turf Club Membership (2 persons, includes Summer and Fall meetings):	\$1,500.00
Season Turf Club Membership (1 person, includes Summer and Fall meetings):	\$1,100.00
*Daily Turf Club Admission (member guests):	\$20.00
*Daily Turf Club Admission (non-member):	\$60.00
Stretch Run & Clubhouse Season Box Seats:	\$85 - \$100 per seat
Season Reserved Seat:	\$70.00

C. Describe any “package” plans such as combined parking, admission and program:
Turf Club memberships include valet parking. All paid admissions include official programs

20. JOCKEYS/DRIVERS' QUARTERS

a. Check the applicable amenities available in the jockeys/drivers' quarters:

Jockeys quarters modified to adhere to social distancing and COVID-19 protocols. See Del Mar Thoroughbred Club COVID-19 Operational Plan Section (4) – ON FILE.

<input checked="" type="checkbox"/>	Corners (lockers and cubicles)	How many	<input type="text" value="73"/>
<input checked="" type="checkbox"/>	Showers	<input type="checkbox"/>	Steam room, sauna or steam cabinets
<input type="checkbox"/>	Masseur	<input checked="" type="checkbox"/>	Food/beverage service
		<input checked="" type="checkbox"/>	Lounge area
		<input checked="" type="checkbox"/>	Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers:

Modifications made to adhere to social distancing and COVID-19 protocols (see above).

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing has been requested and will be completed prior to the beginning of the race meet.

B. Number of rooms used for housing on the backstretch of the racetrack: **433**

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

D. Estimated ratio of restroom facilities to the number of backstretch personnel:
Restroom facilities available on the backstretch 253. Estimated ratio to the number of personnel – 1 restroom facility per 4 backstretch 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:
The main track surface is a Dirt Running Surface. The surface consists of a 10" sandy loam on top of a layer of decomposed granite and 6" round perforated drain pipe on top of the existing dirt sub-base.

The turf course consists of GN-1 Bermuda grass sod with a growing medium consisting of 9" of silica sand mixed with peat and turf grids blended into the top 6".

C. **DIRT:**

The percent of cross slope in the straight-aways is: **2.5%**

The percent of cross slope in the center of the turns is: **5%**

TURF:

The percent of cross slope in the straight-aways is: **1.5%**

The percent of cross slope in the center of the turns is: **5%**

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.

Main Track:

Fontana Inner rail: Aluminum. Outer rail: Galvanized Steel Tubing. Inner rail supports: Aluminum with 33” offset. Coverings: Fontana Safety panels. Approximate height of the top inner rail: 40”.

Turf Track:

Inside running rail: Mawsafe pvc injection molded

Inside rail supports: Mawsafe pvc with 16” offset

Approx. height: 47”

Outside running rail of the turf course is the same as the inside rail.

Outside rail supports are the same as the inside rail supports.

Approximate height 47”

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Tom Robbins, Executive VP Racing**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. **On File**
- 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 which 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 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. **On File**

23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state): **EXHIBIT 16**
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
 - **TOC Fall Meet Agreement – ON FILE**
 - **CTT Fall Meet Agreement – Pending**
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. **ON FILE**
- 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). **ON FILE**
- 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.**

EXHIBIT 16

DEL MAR THOROUGHBRED CLUB - UNION CONTRACTS CURRENTLY IN NEGOTIATION

UNION	SIGNATORY ASSOCIATIONS	JOB CLASSIFICATION	CONTRACT DATES
Teamsters Local 495 Auto Park	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Auto Park	In Negotiations
Teamsters Local 495 Clockers/ Outriders	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Clockers / Outriders	In Negotiations
Teamsters Local 495 Starters	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Starters	In Negotiations
Teamsters 495 Racing	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing Officials	In Negotiations
SEIU Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	Jan 1, 2020 through Dec 31, 2022
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	In Negotiations
Local #89	Del Mar Thoroughbred Club	Laborers	December 31, 2021
Local #542	Del Mar Thoroughbred Club	Tractor/Truck Drivers	In Negotiations
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club	Admissions / Public Events / Security / Janitorial	In Negotiations

* CONTRACT EXTENDS FOR AN ADDITIONAL YEAR



2021

**FALL RACE MEET
AGREEMENT**

BETWEEN

DEL MAR THOROUGHBRED CLUB

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

NOVEMBER 3, 2021 – NOVEMBER 28, 2021

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2021 FALL RACE MEET AGREEMENT

Del Mar Thoroughbred Club

November 3, 2021 through November 28, 2021

THIS AGREEMENT is entered into by and between Del Mar Thoroughbred Club (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2021 Fall Meeting, except as otherwise provided herein.

RECITALS

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

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

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

AGREEMENT

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

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing November 3, 2021, through November 28, 2021 which meet is hereinafter referred to as the "2021 Fall Meet." Live racing will commence November 3, 2021 and conclude November 28, 2021.

**II.
PURSE DISTRIBUTION**

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

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

**III.
DISTRIBUTION ESTIMATION**

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2021 Fall 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 2021 Fall Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK.

In the event that there is an underpayment from the 2021 Fall race meet that is equal to or less than the current cumulative combined Summer and Fall Meet overpayment from purses as of December 31, 2020 ("cumulative overpayment"); the entire underpayment from the 2021 Fall Meet shall be applied to the cumulative overpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2021 Fall Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2021 Fall Meet, to the commencement of the 2022 Summer Meet or 2022 Fall Meet as determined by TOC and Track. The deficiency shall be based on actual purse monies collected by Track from intrastate and international satellite locations and advanced deposit wagering providers. One Hundred Percent

(100%) of the interest generated shall be used for purses during TRACK's next meet commencing in 2022.

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

Representatives of TRACK and TOC shall consult with each other during the 2021 Fall Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2021 Fall Meet and not less than a bi-weekly basis during the 2021 Fall Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2021 Fall Meet.

IV. DAILY MUTUEL HANDLE

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2021 Fall Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2020 average daily purse generation, or in the event the purse projections for the 2021 Fall Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2021 Fall Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

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

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

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

V.
GROSS RACING DISTRIBUTION

Whenever the term "Gross Racing Distribution" is used herein, it shall mean those portions of the funds handled in TRACK's pari-mutuel pools which TRACK is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California *Business and Professions Code*, including but not limited to, Sections 19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, and 19616.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2018 Meet as provided in Section 19601(d) of the California *Business and Professions Code*.

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

VI.
TOC AND CTT DISTRIBUTIONS

TRACK shall pay to TOC and CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2021 Fall Meet the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2021 Fall Meet commencing November 10, 2021; the final payment shall be made on or before 10 calendar days following the close of the 2021 Fall Meet. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

VII.
NET RACING DISTRIBUTION

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

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code*;
 2. Funds authorized by TOC to be paid to NTRA as authorized in Section 19613.05(a) of the California *Business and Professions Code*, if applicable; and,
 3. Cal-bred Maiden Bonus Program – Funds designated by Section 19614.4(d) of the California *Business and Professions Code* (subject to an equal match by the California
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Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses for the 2021 Fall Meet a sum not less than 95-3/4% of the Gross Racing Distribution generated for the 2021 Fall Meet, and will pay the remaining up to 4-1/4% as set forth in Section 19613(b) and 19613.05(a) of the California *Business and Professions Code*.

By way of example only, and solely for clarification, if at said 2021 Fall Meet, TRACK's Gross Distribution was \$1,000,000.00, TOC would receive one percent (1%), \$10,000.00; 1-1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law. Up to 1-3/4% would be distributed to TOC for NTRA. The Net Distribution would be Nine Hundred Fifty-Seven Thousand Five Hundred Dollars (\$957,500.00).

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2021 Fall Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2021 Fall Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business and Professions Code* and one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California *Business and Professions Code*.

Track and TOC agree that based on information available as of the date of this Agreement the current balance in the purse account is estimated to be approximately \$2,110,327 underpaid, as set forth in Exhibit H, and that Exhibit H sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit H or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit H, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underages; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

VIII. RACING PROGRAMS

A. Stakes Program

From the total purse distribution available for the 2021 Fall Meet, not more than One Million Nine Hundred Fifty-One Thousand Three Hundred(\$1,951,300) (pending final approval

by TOC) of horsemen's money shall be paid as stakes unless otherwise agreed upon by TRACK and TOC in accordance with the schedule attached hereto and made a part hereof as Exhibit "A."

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

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

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

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

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

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

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

The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees and supplemental fees previously announced for the above-referenced guaranteed stakes races, shall not be reduced during the course of the 2021 Fall Meet. Each guaranteed stakes race to be run during the 2021 Fall Meet shall require total fees of at least one percent (1%) for each starter. All graded stakes races to be run during the 2021 Fall Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

For all stakes races offering a purse of \$100,000 or more horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel who are equipped with a video camera, a communications device and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner. TRACK and TOC agree that this policy may be revisited and modified at any time during the period of this Agreement, provided TRACK and TOC mutually agree.

B. Overnight Program

TRACK is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, and purse monies paid there under shall not be deemed a part of the total stakes purses for a Race Meeting. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, or starting fee. The same scratch policy shall apply as in normal overnight races. TOC agrees initially to the Overnight Stakes Schedule included in Exhibit A.

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2021 Fall Meet.

Purses paid for overnight races during the 2021 Fall Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC.

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

1. The minimum claiming price, other than maidens, will be \$8,000.00;
2. The minimum purse, for all races other than maiden races, during the 2021 Fall Meet shall be at least \$22,000;
3. The minimum claiming price for maidens will be \$22,000 provided further that the minimum claiming price offered in Cal-Bred maiden races will be \$40,000;

4. The minimum purse for maiden races, during the 2021 Race Meet, shall be at least \$22,000;
5. Purses for straight maiden races shall be a minimum of \$65,000;
6. Purses paid for two- and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;
7. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;
8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be \$40,000.00;
9. Overnight purses shall not exceed Seventy-Six Thousand Dollars (\$76,000) [exception of two Breeders' Cup allowance undercard races offered at \$100,000] for each such race written, provided further that overnight stakes purses shall not exceed Eighty Thousand Dollars (\$80,000.00) for each such race written, excluding supplements from the Cal-Bred Race Fund or any other supplements;
10. Purses for all races run during the 2021 Fall Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
 - Sixty percent (60%) of the purse to the winning owner.
 - Twenty (20%) for second;
 - Twelve (12%) for third;
 - Six (6%) for fourth; and,
 - Two (2%) for fifth.
11. A "Participation Purse" in the amount of \$500.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.
12. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run
13. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least seven separate wagering interests in the race; and,

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

C. California-Bred Incentive Program and Allowance Purse Increase

1. An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.
2. In the event overnight purses are increased in accordance with Article IV of this Agreement, retroactive increases shall be made in the Cal-Bred incentive and Allowance Purse increase programs described in this Article unless otherwise specifically agreed to by TRACK and TOC.

D. Other Conditions

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

1. TRACK will schedule only thoroughbred racing during its 2021 Fall Meet;
2. For each week of the Meet, Track shall use its best efforts to card a minimum of seven (7) races on weekdays and nine (9) races on Holidays, Saturdays and Sundays (the “Minimum Race Levels”). In the event that Track believes there are insufficient horses to fill the Minimum Race Levels or other reasons to reduce the Minimum Race Levels for any day, Track shall immediately notify the TOC of its concerns and the parties shall discuss in good faith what, if any, reduction in the Minimum Race Levels should be made for such day or to eliminate a race day. In no circumstance shall Track card less than the Minimum Race Level or eliminate a race day without the prior consultation with and consent of the TOC pursuant to this paragraph, which consent shall not be unreasonably withheld.

3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2021 Fall Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;
 4. The following are the workout criteria that will be in effect for the 2021 Fall Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2021 Fall Meet are as follows:
 - (a) For 3-year-olds and up, all first-time starters: three works; one at least 5/8 mile; the other two at least 3/8 mile, and gate approval.
 - (b) For 2-year-olds, all first-time starters; two works; one at least 1/2 mile; the other one at least 3/8 mile and gate approval. For races of six furlongs or greater, at least one 5/8th mile work will be required.
 - (c) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; and one work during the last 30 days.
 - (d) Horses, which have not raced in 60 days: two works, with one during the last 30 days.
 - (e) Horses which have not raced in 30 days: one work at least 3/8-mile within those 30 days.
 - (f) Horsemen seeking to run a horse not meeting the workout criteria must obtain the permission of the Stewards.
 - (g) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven (7) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;
 5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2021 Fall Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2021 Fall Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.
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6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary;
7. TRACK agrees to use an "Also Eligible List" containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).
8. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.
9. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere, receive the same number of entries, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.
10. If and when allowed by government regulations, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.
11. TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes shall be the guest of the racetrack in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service; on that date the complimentary dining will be provided for a maximum of four (4) individuals per horse competing (restaurants and meals/drinks may be amended based on government regulations) ; further TRACK agrees to provide to the owner of a horse that starts in a Grade I or Grade II Stakes Race during the 2021 Fall Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be

provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers. A “starter” means any horse that leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

12. TRACK agrees to provide to TOC free, front side office space, acceptable to TOC, during TRACK's 2021 Fall Meet; and,
13. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such InCompass services data as is reasonably available and necessary to respond to TOC's request.
14. TRACK agrees to maintain, at no cost to TOC, appropriate “Finish Line” signage, equal in size and character to its own, in the first position past the finish lines on both the dirt and turf tracks during the TRACK's 2021 Fall Meet.
15. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.
16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy (“Policy”), which shall be in effect during the Meet. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a TRACK facility or competing in a race run at TRACK, who directly or indirectly participates in the transport of a horse from TRACK or other TRACK owned or operated facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at TRACK, or other off-track stabling facility over which TRACK exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from TRACK or other TRACK owned or operated facility where the ultimate intended result is the horse's slaughter.
17. TRACK AND TOC have mutually agreed to medication reforms which are specified in Exhibit G of this Agreement.

IX.
UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2021 Fall Meet shall represent the standard or "norm" for the 2021 Fall Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book, provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated for the 2021 Fall Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

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

TRACK agrees to submit to TOC at its principal office in Del Mar its camera-ready draft of the proposed first Condition Book at least forty-eight (48) hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2021 Fall Meet available to horsemen at least ten (10) days prior to opening day.

TRACK will make available Condition Books to horsemen at least five (5) calendar days prior to the first race provided for in the Condition Book.

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

X.
CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2021 Fall Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the First Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor

shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

XI.
NUMBER OF HORSES IN A RACE

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2021 Fall Meet, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high-priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

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

XII.
MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2021 Fall 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 2021 Fall Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

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

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

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

XIII. STALL ASSIGNMENTS

TRACK shall during the 2021 Fall Meet provide a minimum of 900 stalls and horse pens in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason or membership of any owner in TOC, or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC for examination, and TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2021 Fall Meet. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

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

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should there be availability TRACK may allocate space for up to ten (10) pens per trainer (pens will be owned and provided for by trainer). If TRACK determines that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements.

TRACK agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to the Fall Meet, be open, available, and in condition for training at no charge to horsemen at least five (5) days prior to the opening day of the 2021 Fall Meet.

TRACK agrees that the main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2021 Fall Meet.

XIV.
HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2021 Fall Meet.

XV.
FIRST POST TIME

All Post times for the 2021 Fall 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 2021 Fall Meet must be submitted concurrently to CHRB and TOC.

XVI.
INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XVII.
**STABLING AT AND VANNING FROM
AUXILIARY STABLING FACILITIES**

TRACK shall, at least sixty (60) days prior to the opening of its 2021 Fall Meet, notify the California Horse Racing Board and TOC which approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing Law and so long as each facility is recognized as an approved year-round training facility by the CHRB.

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

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

XVIII.
ACCESSIBILITY TO TRACK

TRACK agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. TRACK further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

XIX.
ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2021 Fall Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

XX.
CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2021 Fall Meet. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, and its Executive Director, "official" credentials for the 2021 Fall Meet, including but not limited to, an "official" credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

XXI.
TRAINING FACILITIES

At all times during the 2021 Fall Meet, TRACK will cause the main track to be open at 4:30A.M. and to remain open until 10:00 A.M. every day of the week. The first 10 minutes of training after the first two renovation breaks will be reserved for workers.

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

TRACK agrees, on each day horses are stabled at TRACK, to have available during all training hours a fully manned, licensed and operable ambulance for injured horses. TRACK agrees to maintain and keep clean the ambulance throughout the duration of the Meet. On all days horses are stabled at TRACK, TRACK shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for injured persons, in each case including a driver.

TRACK agrees, while horses are stabled at TRACK during its 2021 Fall Meet, to have a manned, operating starting gate for training on the main track five (5) days per week.

XXII.
OWNERS' PROPRIETARY RIGHTS

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

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law.

TOC, on behalf of all owners participating in TRACK's 2021 Fall Meet, consents to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2021 Fall 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 (2) weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2021 Fall Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

XXIII. RACE SPONSORSHIPS

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

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following:

An amount equal to at least one-half of the compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated with one or more races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

INTRASTATE SIMULCASTING

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

XXV. INTERSTATE SIMULCASTING (EXPORT)

TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified

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

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

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

TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the TRACK to be used for purses and retroactive payment of purses. TRACK believes that owners are not entitled to share net decoder revenues received by TRACK. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XXVI. INTERSTATE SIMULCASTING (IMPORT)

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

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

**XXVII.
INTERNATIONAL SIMULCASTING (EXPORT)**

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

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

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

**XXVIII.
INTERNATIONAL SIMULCASTING (IMPORT)**

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

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

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2021 Fall Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on Exhibit “E.” TOC consents to the simulcast of the specified races for the purposes of intrastate advance deposit wagering in accordance with the terms and conditions of TOC’s consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq.

In addition to any other terms set forth in the consent letters or otherwise required by law, TOC conditions its consent to the acceptance of advance deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACK during its 2021 Fall Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;
2. Approved ADW providers' "broadcast partners" agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACK during its 2021 Fall Meet, as negotiated and agreed to by both TRACK and TOC;
3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 - #6 below; otherwise, items #4 - #6 shall not apply.
4. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;
5. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,
6. Approved ADW providers agree that the audit and disclosure requirements referred to in sections XXIX (4) and (5) immediately above are as follows:
 - A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;
 - B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;
 - C. The end-of-meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:
 - (i) Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen's organization, and a provider to CHRIMS prior to the opening of each California race meet;

- (ii) For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen's organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;
- (iii) Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;
- (iv) The provider shall provide true, complete, and correct industry standard TRA Settlement and TAW data files, pertaining to all wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS on a daily basis by 8:00 a.m. Pacific Time following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,
- (v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- (vi) Provider shall each remit to CHRIMS a monthly data fee of \$2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said

monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XXX.

DAILY FANTASY SPORTS

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

XXXI.

FIRE AND DISASTER INSURANCE

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

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

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

XXXII.

TOC COVENANTS

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

XXXIII.

TRACK COVENANTS

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

organization representing owners at TRACK's 2021 Fall Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

**XXXIV.
MUTUALITY**

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

TRACK will notify and consult the TOC, and, whenever reasonable and possible, obtain the consent and approval of the TOC, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to TOC TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

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

**XXXV.
DEFAULT**

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

**XXXVI.
INCONSISTENT LANGUAGE**

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

**XXXVII.
FUTURE RACE MEET AGREEMENTS**

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

**XXXVIII.
NOTICES**

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

- (a) If to TRACK: Mr. Thomas S. Robbins
Executive Vice President, Racing
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, CA 92014 -0700

- (b) If to TOC: Ms. Mary Forney
Executive Director
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

**XXXIX.
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).

**XL.
MODIFICATIONS**

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be

altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

**XLI.
INTERPRETATION**

This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

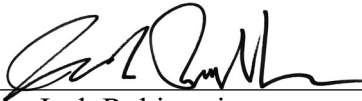
**XLII.
RESERVATION OF RIGHTS**

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges following such termination.

DEL MAR THOROUGHBRED CLUB

8/25/21

Dated:



Mr. Josh Rubinstein
Chief Operating Officer

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

8/25/21

Dated:



Greg Avioli
President & CEO

EXHIBIT A
2021 DEL MAR FALL STAKES SCHEDULE*

2021 DEL MAR FALL STAKES Tentative					
CLOSE DATE	RUN DATE	RACE	AGE	DISTANCE	2021 VALUE
21-Oct	3-Nov	Seashell Stakes (o/n)	F/M 3 & up	1 Mile	\$100,000
21-Oct	4-Nov	Let it Rides Stakes (o/n)	3 YO	1 mile Turf	\$100,000
21-Oct	5-Nov	Qatar Golden Mile	2 YO	1 mile Turf	\$150,000
21-Oct	5-Nov	Golden State Juvenile Fillies	F, 2 YO (CA)	7 furlongs	\$175,000
21-Oct	5-Nov	Golden State Juvenile	2 YO (CA)	7 furlongs	\$175,000
21-Oct	5-Nov	Senator Ken Maddy- Grade III	F/M 2 & up	5 furlongs Turf	\$200,000
21-Oct	6-Nov	Thoroughbred Aftercare Alliance Stakes- Grade II	3 & up	1 5/8 Miles	\$250,000
21-Oct	6-Nov	Goldikova Stakes- Grade II	F/M 3 & up	1 mile Turf	\$300,000
21-Oct	7-Nov	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	\$100,000
4-Nov	13-Nov	Desi Arnaz Stakes	F, 2YO	7 furlongs	\$100,000
4-Nov	14-Nov	Bob Hope Stakes- Grade III	2 YO	7 furlongs	\$100,000
11-Nov	20-Nov	Native Diver Stakes- Grade III	3 & up	1 1/8 miles	\$100,000
11-Nov	21-Nov	Cary Grant Stakes	3 & up (CA)	7 furlongs	\$100,000
11-Nov	25-Nov	Red Carpet Stakes- Grade III	F/M 3 & up	1 3/8 miles Turf	\$100,000
18-Nov	26-Nov	Hollywood Turf Cup - Grade II	3 & up	1 1/2 miles Turf	\$250,000
18-Nov	27-Nov	Jimmy Durante Stakes- Grade III	F, 2 YO	1 mile Turf	\$100,000
18-Nov	27-Nov	Seabiscuit Handicap- Grade II	3 & up	1 1/16 miles Turf	\$250,000
18-Nov	27-Nov	Hollywood Derby- Grade I	3 YO	1 1/8 miles Turf	\$400,000
18-Nov	28-Nov	Cecil B. DeMille Stakes - Grade III	2 YO	1 mile Turf	\$100,000
18-Nov	28-Nov	Matriarch Stakes- Grade I	F/M 3 & up	1 mile Turf	\$400,000
				\$3,550,000	\$3,550,000
				Less O/N Stakes	200,000
				Less Cal Funds	40,000
				Less NES Fees(est.)	308,700
				Less BC 11/5,6 Stks	1,250,000
				Net Purses:	\$1,951,300

EXHIBIT B
2021 DEL MAR FALL OVERNIGHT PURSE SCHEDULE*



	2020 FALL Overnight Purse Schedule		2021 Overnight Purse Schedule	
	<u>SHORT/LONG</u>	<u>TOG/CTBA \$</u>	<u>SHORT/LONG</u>	<u>TOG/CTBA \$</u>
O/STK	\$75,000	22,500	\$100,000	30,000
\$ALW	\$65,000	19,500	\$72,000	21,600
3X	\$65,000	19,500	\$72,000	21,600
2X	\$61,000	18,300	\$69,000	20,700
1X	\$59,000	17,700	\$67,000	20,100
\$50,000	\$43,000	5,160	\$50,000	6,000
\$40,000	\$38,000	4,560	\$45,000	5,400
\$32,000	\$36,000		\$42,000	
\$25,000	\$33,000		\$37,000	
\$25,000 NW2	\$24,000		\$28,000	
\$20,000	\$28,000		\$32,000	
STR/16./Year	\$28,000		\$32,000	
\$16,000	\$26,000		\$30,000	
\$16,000 NW2	\$21,000		\$24,000	
\$16,000 NW3	\$23,000		\$26,000	
\$12,500	\$23,000		\$26,000	
\$10,000	\$21,000		\$23,000	
\$8,000	\$20,000		\$22,000	
Str \$50,000 < NW 2	\$35,000	4,200	\$40,000	4,800
MSW	\$57,000	17,100	\$65,000	19,500
MDN/\$100,000				
MDN/\$80,000	\$34,000		\$39,000	
MDN/\$62,500	\$33,000		\$37,000	
MDN/\$50,000	\$31,000		\$35,000	
MDN/\$40,000	\$27,000		\$31,000	
MDN/\$32,000	\$23,000		\$26,000	
MDN/\$20,000	\$20,000		\$22,000	

EXHIBIT C
INTERSTATE SIMULCAST AGREEMENTS

To be provided

EXHIBIT D
INTERNATIONAL SIMULCAST AGREEMENTS

To be provided

EXHIBIT E
APPROVED ADW PROVIDERS

To be provided

EXHIBIT F
FIRE AND DISASTER INSURANCE

Attached hereto.

EXHIBIT G
MEDICATION REFORMS

Attached hereto.

EXHIBIT H

		DEL MAR THOROUGHBRED CLUB 2021 FALL PURSE PROJECTION				Revised 8/10/21
		As of		8/10/21		Projection
AMOUNT OWED		FINAL 2017	FINAL 2018	FINAL 2019	FINAL 2020	2021
ON TRACK;	LIVE WPS & EXOTICS	627,070	599,821	481,014	92,209	445,942
	SB 16 Benefit	25,739	24,550	17,264	5,317	25,712
	BREAKAGE	52,094	37,314	31,958	5,572	25,712
	Purse supplement	135,752	128,432	102,352	22,300	107,847
I. T. W.;	LIVE WPS & EXOTICS	491,444	513,249	410,020	180,881	368,307
	SB 16 Benefit	42,329	44,482	29,989	21,616	38,529
	BREAKAGE	18,787	22,509	16,054	6,747	12,026
	LESS TO POMONA PURSES					
	Purse supplement	241,302	245,303	188,342	90,601	161,492
ADW;	California ADW	1,346,660	1,424,786	1,462,793	3,258,141	2,374,752
	ADW Deduction SCOT 2.9%	(402,694)	(428,370)	(449,184)	(1,073,325)	(601,978)
	ADW Deduction S & V 0.5%	(69,430)	(73,857)	(77,446)	(148,045)	(225,779)
	ADW Deduction Co Op marketing			(105,326)	(118,436)	(98,875)
	ADW CHRB Support				(400,679)	(267,603)
	Purse supplement	226,978	257,499	215,920	416,120	367,683
	ADW Minus pool	1,634	2,725	2,555	2,118	2,000
NO CALIFORNIA;	On	24,941	17,637	16,132	1,053	12,768
	SB 16 Benefit	1,469	1,016	804	92	997
	Purse supplement	7,263	5,412	4,644	212	2,298
	ITW	201,567	189,795	191,206	36,034	187,526
	SB 16 Benefit	15,473	14,520	12,522	3,910	17,871
	NORTHERN BREAKAGE	13,741	12,551	12,390	(267)	5,000
	Purse supplement	88,810	82,844	81,485	16,608	75,910
OUT OF STATE	Commingled on CHRIMS	1,484,114	1,691,492	1,390,432	1,690,737	1,474,192
	SB 16 Benefit	41,286	47,050	33,851	65,275	56,915
	ADW Export	434,103	521,630	407,054	848,446	643,226
B & M w/ LV	Purse supplement	369,341	14,515	289,999	365,728	318,887
ADW OOS	Purse supplement	143,038	401,270	134,157	279,370	211,797
	SB 16 Benefit	12,079	171,919	9,911	32,757	24,834
UNCOMMINGLED SIMULCAST PROCEEDS;	Phone Bets	39,460	57,864	33,175	51,219	45,000
	Los Alamitos International Proxy Fee	18,503	19,663	16,509	(1,399)	(1,700)
	Pr Yr adj - Commingled collections, Separate pool, etc			(16,377)		
	Panama					
	2014 Caliente collected in 2015					
IMPORTS;	On	34,810	34,796	29,451	8,401	26,348
	SB 16 Benefit	2,718	2,841	2,019	1,287	2,682
& International	ITW	534,940	496,949	515,991	311,417	522,988
	SB 16 Benefit	45,544	42,434	38,932	42,535	56,796
	IMPORT NET BREAKAGE	32,230	26,853	30,060	(1,202)	5,000
Hawthorne					14,429	
Elite 17					121,250	121,250
Breeders' Awards-ADW			9	1	3	2
Workers Comp ADW Other Breeds Takeout					47	30
Prior year CHRB Board support shortfall		(18,066)	44,212	(22,936)	(90,769)	19,543
2.5% Expense fund prior year distribution		59,993	(40,329)	33,974	758,334	200,397
PRIOR YEAR OUTS TICKETS		63,819	92,572	57,519	60,574	39,333
TOC CTT INTEREST		18,242	17,454	10,798	-	-
Excess Co OP marketing funds				19,742	52,309	29,493
ADW AB 480 Location fee adjustment		58,385		57,808	59,644	288,889
ADW Ca High Volume Player Rebate		(27,511)	(21,529)	(33,684)	(67,808)	(54,000)
CTBA Supplement per TOC (\$500 x 15					-	-
Maiden SPECIAL CAL BRED BONUS		(96,412)	(69,478)	(62,549)	(65,000)	(60,000)
Ship & Win 50% share true up		(67,478)	(54,263)	(53,784)	(155,769)	(165,000)
Prior Year adjustments - Maiden Bonus, S&W, ADW rebates				(23,336)		
Prior year Horsemen Pension & Adm				(9,420)		
TOTAL PURSES DUE		6,274,068	6,620,146	5,541,429	6,813,865	6,855,038
LESS; HORSEMEN PENSION & ADMIN.		139,969	144,876	125,451	154,258	156,673
NET PURSES DUE		6,134,099	6,475,271	5,415,977	6,659,607	6,698,365
AMOUNT PAID						
OVERNIGHTS		4,253,000	4,914,040	4,146,840	5,097,860	5,100,000
Starters Fees (131 races 3.1 *500*130)		145,695	127,435	99,410	203,360	173,600
TOC CAL BRED BONUS		65,550	55,938	67,122	36,666	40,000
STAKES (Stakes percentage)		1,487,400	1,454,900	1,475,100	1,643,150	1,951,300
TOTAL PURSES PAID TO HORSEMEN		5,951,645	6,552,313	5,788,472	6,981,036	7,264,900
UNDER\OVERPAID) TOC		182,454	(77,042)	(372,495)	(321,429)	(566,535)
	Underpayment Beginning of year				930,763	2,144,518
	Summer underpay -21 estimate				1,535,184	650,000
	Total underpay before fall				2,465,947	2,794,518
	Fall overpayment				(321,429)	(566,535)
	Underpayment for end of year				2,144,518	2,227,983

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of April 2, 2021 (the "Effective Date") by and between the Del Mar Thoroughbred Club, Inc. ("DMTC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

RECITALS

- A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.
- B. CHRB Rule 1845 further requires that the agreement described DMTC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.
- C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

AGREEMENT

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledge, DMTC, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on July 10, 2021 and shall continue through December 1, 2021 (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 DMTC (on a per administration basis) an amount equal to forty dollars (\$40) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. DMTC may increase the Lasix Administration Fee if there 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** DMTC shall initially hire one (1) furosemide veterinarian and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If DMTC decides, after consultation with the TOC and CTT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, DMTC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. **RACE DAY LASIX ADMINISTRATION PROGRAM**

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

b. Additional terms and conditions of the Race Day 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, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

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

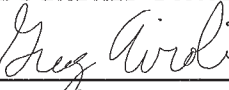
DEL MAR THOROUGHBRED CLUB, INC.

By: 
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2021

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: 
Name: Greg Avioli
Title: President & CEO
Date: April 2, 2021

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.

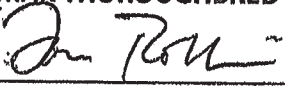
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e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

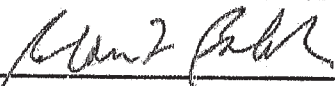
f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the Indemnification obligations set forth in this Agreement.

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

DEL MAR THOROUGHBRED CLUB, INC.

By: 
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2021

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: 
Name: Alan F. Balch
Title: Executive Director
Date: April 2, 2021

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

3rd PARTY LASIX ADMINISTRATION AGREEMENT

- 1. EXHIBIT A
DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL – ATTACHED**

- 2. EXHIBIT B
MEDICATION ADMINISTRATION PROTOCOL – ATTACHED**

EXHIBIT A

DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL

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

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race at Del Mar shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Del Mar or have arrived at Del Mar no later than 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at Del Mar or have not arrived at Del Mar by 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Del Mar that the horse will occupy prior to the race no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Del Mar no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Del Mar, if the horse is not stabled at Del Mar, DMTC security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

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 technicians, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

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

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

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

i. Catch and hold the horse.

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

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 250mg of furosemide intravenously unless an alternative dose of not less than 150mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

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

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

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

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.

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

- 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**

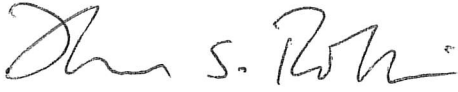
NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

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.

Thomas S. Robbins

 Print Name



 Signature

Executive Vice President Racing

 Print Title

August 9, 2021

 Date

CALIFORNIA HORSE RACING BOARD

October 20, 2021

REGULAR BOARD MEETING

There is no board package material for Item 7A

CALIFORNIA HORSE RACING BOARD

October 20, 2021

REGULAR BOARD MEETING

There is no board package material for Item 7B

CALIFORNIA HORSE RACING BOARD

October 20, 2021

REGULAR BOARD MEETING

There is no board package material for Item 8

CALIFORNIA HORSE RACING BOARD

October 20, 2021

REGULAR BOARD MEETING

There is no board package material for Item 9