

2023 STABLING ACCOMMODATION

APPLICATION APPLICATIONS DUE JANUARY 10, 2023

Hastings Racecourse Racing Office: 188 N. Renfrew Street, Vancouver, BC V5K 3N8,P. 604-216-1605 F. 604-216-5228 Nichelle.milner@hastingsracecourse.com

Trainer's Name:		Trainer's Email:		Veterinarian:
Postal Address:				Worker's Compensation:
Cell#:	10-digits only, no dashes, period or spaces	Alternate#:	10-digits only, no dashes, period or spaces	{Must have valid Workers Compensation # or Application Will Be Denied}

No	Name of Horse	Age	Sex	BC Bred (Y/N)	#Wins Lifetime	Date of Last Start	Date Ready to Race	Owner	Owner's Email Address
1.									
2.									
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PRIOR TO SIGNING, PLEASE READ THE RULES AND REGULATIONS OF HASTINGS ENTERTAINMENT INCORPORATED (HEI) ATTACHED TO AND FORMING PART OF THIS FORM. THESE RULES & REGULATIONS ESTABLISH THE TERMS AND CONDITIONS OF THE PRIVILEGES GRANTED BY HEI. IF YOU DISAGREE WITH OR BELIEVE YOU WILL NOT BE ABLE TO ABIDE BY SUCH RULES AND REGULATIONS, DO NOT APPLY FOR STABLING. YOU WILL ALSO BE HELD ACCOUNTABLE FOR COMPLIANCE WITH THE 2023 GROUND RULES FOR STABLING.

January 20, 2023: The Stable Area Opens. January 22, 2023: Horses Move In January 24, 2023: Track Opens Tue – Sun March 1, 2023: Official Clockers Available March 15, 2023: Gate Schooling Opens Thu-Sun

IMPORTANT: DO NOT SHIP ANY HORSE UNTIL YOU HAVE BEEN NOTIFIED THAT STALL RESERVATIONS HAVE BEEN ALLOTTED. TRAINERS WILL BE RESPONSIBLE FOR REQUESTING SLEEPING ROOMS FOR GROOMS – TRAINERS ARE RESPONSIBLE FOR ALERTING RACE OFFICE OF ANY CHANGES REGARDING OCCUPANCY OF ROOMS ALLOTED TO SAID TRAINER.

A VALID COGGINS IS MANDATORY | MINIMUM CLAIMING PRICE WILL BE \$4,000. MINIMUM DISTANCE FOR 3YO&UP WILL BE SIX FURLONGS.

Approximate Arrival Date:	Signature:
Approximate Departure Date:	Name:
	Date:

Ground Rules

- L. Each Trainer must be listed and must be a member in good standing with GPEB.
- All Trainers are responsible to ensure their staff are members in good standing and licensed by GPEB.
- When requested, Trainers will be responsible for providing HEI with a full list of people they are employing to work in their stable and require backstretch access. Trainers who fail to provide the list will not be granted stalls for the upcoming meet.
- 4. Broodmares, and weanlings are not permitted to be stabled on the grounds.
- 5. Smoking is only permitted in designated areas. NO SMOKING in barn/shedrows.
- 6. No alcohol or drugs allowed in the barn area.
- No overnight parking or camping in the parking lot without permission.
- 8. Preapproved licensed horse trailer can be kept on site for movement of horses.
- 9. No dumping of personal household items.
- 10. No parking in the barn areas.
- 11. No dogs allowed.
- 12. Helmets and chin straps must always be worn while on track.
- 13. Feed must be kept in appropriate containers.
- 14. Track closes at designated times by Racing Office.
- 15. Upon shipping out, stalls must be stripped clean (minimum\$25 charge for any that are not done).
- 16. After completion of initial stall application any horse leaving or entering the grounds will require the presentation of a horse movement form at the security gate.
- 17. Tack rooms are not to be used for living premises and will be allocated at the discretion/approval by HEI in conjunction with the Race Secretary.
- 18. Failing to adhere to the above will result in loss of stabling privileges at Hastings Racecourse premises.

Terms and Conditions

In consideration of being allowed any stabling accommodations, Trainer hereby agrees as follows:

- That any and all substitutions for the horses named on the form hereof and any and all changes of the conditions of the same must be approved in writing by Hastings Entertainment Incorporated ("HEI") prior to date of shipping. The horses named on the front hereof and all substitutions approved as aforesaid shall be hereinafter called the "horses".
- 2. That as and when from time to time, any of the horses are dropped training or are not to be raced at the meeting in progress, the relevant Trainer will immediately inform HEI in writing giving the names of such horses.
- 3. When stalls have been allocated, they are for the horses of the person to whom assigned. No Owner or Trainer shall be permitted to share stalls without prior written permission. Trainers will not be allowed to loan stalls allocated to them to other Trainers. Any violation of this regulation may result in the offending person being asked to remove his/her horses from the grounds.
- 4. Stalls not used will revert back to Hastings Racecourse requests that Trainers maintain a minimum of one start, per stall, per month, in order to keep their allotted number of stalls. Trainers that have been allotted stalls in British Columbia are expected to run their horses in British Columbia.
- 5. HEI shall not either jointly, or severally be liable or responsible for any loss, damage or injury incurred, sustained or suffered by any Owner, Trainer or any person in their employ or under their control or charge, or any person, firm or corporation contacting with any Owner or Trainer or any employee thereof, or for any loss, damage or injury to the horses or other personal property belonging to any Owner or Trainer or in their possession or control, occurring on the Premises or occurring while the horses are being transferred to or from the Premises or any of them and whether such loss of injury is caused by fire, the conditions of the Premises, the negligence of HEI or in any manner whatsoever.
- Each Trainer/Owner shall, jointly and severally, indemnify HEI and its respective affiliates, officers, employees and agents against any loss, damage, injury or costs, including legal costs, incurred, sustained or suffered by it or caused by any of the horses or by any Trainer, Owner or by any person in the Trainer or Owner's employ or under its control or charge,

including any Trainer or any person in the employ of or under the control or charge of any such Trainer or by any person, firm or corporation with whom the trainer is in contraction or any employee thereof, or by personal property belonging to the Trainer or in the Trainers possession or control, occurring at the Premises and to indemnify HEI and its respective affiliates, officers, employees and agents, and each of them, from any and all claims in respect of injury or death of the Trainer or Owner's employees, trainers, or agents or of the employees, or agents of the Owner's said Trainers, or agents or any of them, occurring from any cause whatsoever, including, without limiting the generality of the foregoing, negligence of HEI, while on the Premises.

- 7. That this privilege of stabling accommodation maybe reduced or revoked and terminated by HEI, at its sole discretion, at any time without further notice.
- 8. Each Trainer shall abide by and govern by the lawful rules of the Gaming Policy and Enforcement Branch and Standardbred Canada
- 9. That this contract is made with and shall ensure to the benefit of HEI.
- 10. Each Trainer shall remove its horses and/or those in its possession charge or control together with all personal property belong to the Trainer or which the Trainer has possession, charge or control from the Premises forthwith upon the expiration of twenty-four (24) hours after HEI has given the Trainer notice in writing to vacate the stabling accommodations, which notice may be given in the absolute discretion of HEI without any reason or cause existing or being stated or given: any such notice or any other notice given hereunder shall be sufficiently given by posting up such notice on some portion of the stabling accommodations allotted to the Trainer and such notice shall be deemed to be given at the time when the same is posted up. Each Trainer undertakes that its employees shall leave the Premises forthwith upon the expiration of the twenty- four (24) hours' notice period as aforesaid. Each Trainer agrees that if upon expiration of the said twenty-four(24) hours' notice period hereinbefore mentioned, any horse or horses or personal property belonging to the Trainer or in its possession, charge or control, have not been recovered from the Premises, HEI shall be entitled to remove same from the Premises without further notice, either to a public pound or HEI may stable same at the Trainer's expense elsewhere and HEI shall in no

event, either jointly or severally be responsible for any such horse or horses as foresaid. Each Trainer agrees that in the event of the horses being stabled elsewhere at the Trainer's expense as aforesaid that the person, firm or corporation stabling the horses or paying for the stabling of same shall have all the rights or the keeper of a boarding stable under the Innkeepers Act of British Columbia.

- 11. Save as provided for in these terms and conditions, no electrical wiring, heating or lighting apparatus shall be installed in the stabling accommodations allotted to the Trainer without the prior written approval of HEI and should any change or alteration from time to time be required by fire regulations of any competent authority or by HEI, the Trainer agrees to make such alterations as directed and when required by HEI, the cost of any and all electrical wiring, heating or lighting apparatus or alteration thereof shall be borne and paid by the Trainer.
- The Trainer is entitled to install surveillance cameras in the 12. stabling and/or tack room accommodation allotted to it, provided the following conditions are strictly adhered to: (i) HEI will be provided with written notification (in the form attached as Appendix 1) prior to any cameras being installed, such notification to specify the number and location of the cameras as well as the necessary cabling required. (ii) the sole purpose for the installation of such cameras will be to monitor the horses, (iii) clear and visible signage will be erected informing persons that the area in question is under private camera surveillance by the trainer. (iv) the installation and maintenance of such cameras and all necessary internet lines and cabling will be for the trainer's account, (v) such cameras will be adequately insured and will remain the trainers sole ownership and responsibility, (vi) the cameras and all associated cabling will be installed by a suitably qualified electrician and will not, at any time, adversely affect the electrical wiring, heating or lighting apparatus installed in the stabling accommodations, (vii) the cameras will not infringe on any persons privacy rights and will not be public facing, facility facing or facing any sensitive areas. To the extent that the cameras are found to be infringing such rights. the trainer shall immediately, at its own cost and expense, attend to relocating the cameras. Should the Trainer fail to attend to the relocation of same, HEI shall be entitled to attend to such relocation and the Trainer shall, on demand, reimburse HEI for all expenses in relation thereto. (viii) upon

the termination or cancellation of this contract, the Trainer shall ensure that all cameras and cabling are immediately removed and the stabling and/or tack room accommodation shall be restored to its original position, fair wear and tear excepted. Should the trainer fail to attend to the removal of same, HEI shall be entitled to attend to such removal and the Trainer shall, on demand, reimburse HEI for all expenses in relation thereto; and (ix) HEI shall be given full access to all video recordings as and when requested for purposes of any compliance and/or incident investigation.

- 13. Each Trainer shall, jointly and severally, indemnify HEI and its respective affiliates, officers, employees and agents against any loss, damage, injury or costs, including legal costs, incurred, sustained or suffered by it or caused by any breach of the provisions of article 12.
- 14. It is understood that HEI reserves the right any time to deny admission to the Premises to any trainer or its employees or to its agents or any persons under its control or any person, firm or corporation contracting with the Trainer.
- 15. Upon arriving at the Premises, all horses in the Trainer's care shall be properly vaccinated for Flu, Rhino, Coggins and Strangles, within the last three (3) years. Vaccinations must be signed off by a licensed veterinarian. Certification forms will be made available to HEI. These forms must precede or accompany each horse prior to arrival.
- 16. Each Trainer shall be responsible for the conduct of each and every one of its employees and/or any person or persons in its charge or control or any person, firm or corporation contracting with the Trainer on the Premises and for the conduct of each and every person to whom a pass is granted on the Trainer's application; the Trainer undertakes that upon termination of the employment of any such employee or upon any person hereinbefore mentioned ceasing to be under its charge or control or upon ceasing to be in contract with any such person, firm or corporation, the pass, if any, of such person will forthwith delivered to HEI for cancellation.
- 17. Each Trainer undertakes not to mutilate or in any way damage the accommodations allotted to it and further undertakes that it will not make or permit to be made any structural changes in the said stabling and/or tack room accommodation, without the prior written approval of HEI; that each Trainer will, jointly and severally, be responsible for all damage to the stabling and/or tack room accommodation

allotted to the Trainers while the horses or any of them are stabled therein; that each Trainer will keep such stabling and/or tack room accommodation in good and clean condition and deposit the manure and litter where directed by HEI.

- 18. That there is no representation, warranty, or collateral agreement given or made by HEI affecting this contract other than as expressed herein in writing.
- 19. The undersigned Trainer acknowledges that it has read and is familiar with the ground rules and the terms and conditions as stated herein and accepts same by signing this application.

igned:	
lame:	
Pate:	

(For myself, as an Owner and as a duly authorized representative for each and every other Owner named as an owner on the front hereof)

Appendix 1 - Surveillance Camera Details

Stall:	
Owner:	
Types of cameras:	
Quantity of cameras:	
Location:	
View:	
Installer (Electrician):	
Proposed installation date:	
Cabling details:	
Signage:	
Insurance:	

Signed:
Owner Name:
Date: