

ARLINGTON

2019 Stall Application*

May 3 through September 21

Mailing Address:

Post Office Box 7, Arlington Heights, Illinois 60006-0007

Overnight Delivery Address:

Euclid Avenue & Wilke Road - Gate 1, Arlington Heights, Illinois 60006

Chris Polzin
 Director of Racing & Racing Secretary

Telephone: (847) 385-7738

Cellular: (847) 809-0221

Facsimile: (847) 870-6720

**APPLICATIONS ARE DUE ON:
 FRIDAY, MARCH 8, 2019**

* In order to be considered, faxed copies must be followed up with mailed applications.

NAME OF HORSE	SEX/ AGE	ALLOWANCE OR CLAIMING PRICE	MDN (✓)	DISTANCE	LAST START		IL BRED (✓)	NAME OF OWNER
					DATE	TRACK		
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								

QUALIFICATIONS FOR STABLING

- When stalls have been allotted, they are for horses owned or trained by the person to whom assigned. No Owners or Trainer shall be permitted to share stalls with another. Any violation of this regulation may result in the offending person being asked to remove his or her horses from the grounds. **DO NOT SHIP WITHOUT CONFIRMATION.**
- No pony stalls allotted for stables of less than ten (10) horses. **Absolutely no dogs are allowed in or on the grounds of Arlington International Racecourse. All violators will be sent to the Stewards for adjudication and fines.**
- No more than twenty (20) percent Two-Year-Olds will be allotted in any stable. **NO SUBSTITUTIONS WITHOUT APPROVAL.**
- All horses shipped to "Arlington International Racecourse" whether interstate or intrastate must be accompanied by a negative Coggins Certificate issued within the past twelve (12) months and a Health Certificate dated not more than five (5) days prior to arrival. Coggins and Health Certificates or copies thereof must be presented at the Stable Gate before horses will be permitted to enter the grounds. EVA vaccinations are recommended but not mandatory. It is highly recommended that all current EVA vaccinations be maintained. **West Nile Virus vaccinations are not mandatory, but are strongly recommended.** By signing below, the undersigned Owner, Trainer or Authorized Agent agrees to obtain additional vaccinations for the horses stabled at Arlington International Racecourse if the vaccinations become mandatory and to present certification of vaccination to the Racing Secretary. ARLINGTON INTERNATIONAL RACECOURSE will require the following prior to horses entering the grounds: A valid Health Certificate within five (5) days of arrival for all horses to include the horse's rectal temperature and Proof of EHV-1 vaccination within the past one hundred and eighty (180) days, but no sooner than fourteen (14) days for each horse. Please be advised this includes horses shipping in from Hawthorne Race Course as well as any other facility.
- All licensees must wear an ASTM approved Safety Vest, designed to provide shock absorption protection, and a properly secured ASTM approved Safety Helmet **at all times when mounted on a horse or stable pony** when racing, parading, or warming up a horse prior to racing; or jogging or exercising a horse at any time. The licensee is responsible for providing sufficient evidence that his/her ASTM approved Safety Helmet and ASTM approved Safety Vest meet all applicable safety standards.

In accordance with the FIRE PREVENTION CODE adopted by the VILLAGE OF ARLINGTON HEIGHTS, satellite dishes will no longer be allowed to be mounted/installed on or around the Temporary Housing Units.

☞ This section must be complete with valid information otherwise the application will be rejected ☞ until such time as complete and accurate information is submitted.

Trainer:

Address:

City: State: Zip:

Home Telephone:

Barn Telephone: Cellular:

E-mail Address:

NO APPLICATION WILL BE CONSIDERED WITHOUT AN AUTHORIZED SIGNATURE. STABLE AREA OPENS WEDNESDAY, APRIL 3, 2019

THE UNDERSIGNED HEREBY CERTIFIES THAT (i) HE/SHE HAS READ, UNDERSTANDS AND AGREES TO ALL PROVISIONS OF THIS STALL APPLICATION INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE; (ii) HE/SHE HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) LISTED HEREON; (iii) HE/SHE HAS VOLUNTARILY SIGNED THIS AGREEMENT AND (iv) NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

APPLICANT'S SIGNATURE: DATE: SEE OTHER SIDE

Horsemen are welcome to set up their barns beginning TUESDAY, APRIL 2, 2019. Please contact Arlington Security at (847) 385-7425 to coordinate. Training begins Friday, April 5th on the Main Track and Training Track.

The Applicant agrees that in consideration for and as a condition of the granting of this permission to stable at Arlington International Racecourse (hereinafter referred to as Arlington) for the 2019 Meet of Arlington any and all of the horses listed on this Stall Application and any other horses for which stabling is provided and as further consideration for providing living spaces to grooms or other stable employees, the Applicant and all persons for whom he is acting will be bound by all of the terms and conditions hereinafter set forth. The Applicant shall assure that the owner or owners on whose behalf this application is made or for whom stabling is provided, shall be provided with a copy of this application.

1.) This instrument shall be binding upon the owners and trainers of all horses listed herein, and all employees, agents, servants and invitees thereof, and the undersigned represents that he has the authority to bind all such persons and has obtained for himself and Arlington consent to the terms of this application from all such persons. In every place where the term "Applicant" is used in this entire instrument, it shall include and cover all such persons in the same manner as if listed fully at each such place where said term "Applicant" appears.

2.) Applicant agrees to file at the Racing Secretary's Office pass applications within 24 hours after arrival. Passes issued are only for the persons whose names appear on the passes. It is understood that Arlington reserves the right at any time to deny admission to Arlington to Applicants or employees or to his agents or any persons under his control or any person, firm or corporation contracting with him. Misuse of any pass can result in cancellation without notice.

Prior to bringing horses onto the premises at Arlington, Trainer shall provide Arlington with accurate information identifying each person employed by Trainer. Trainer shall promptly notify Arlington of any changes regarding which persons are employed by Trainer and any changes in employee information (e.g., address change).

3.) Cooking shall not be permitted or practiced in the stable or living areas assigned to the applicant. Smoking shall not be permitted or practiced under the shed rows.

4.) Applicant agrees to be responsible for the conduct of each and every one of his employees and/or any person or persons in his charge or control, any person, firm or corporation contracting with him, and each and every person to whom a pass is granted on his application and Applicant undertakes that upon termination of the employment of any such employee or upon any person hereinbefore mentioned ceasing to be under his charge or control or upon his ceasing to be in contract with any such person, firm or corporation, the pass, if any, of any such person will be forthwith delivered to Arlington for cancellation. All employees must be fingerprinted and wear identification badges visibly.

5.) Each party to this Agreement shall be responsible for its own acts or omissions and those of its agents and employees to the same extent as provided by law.

6.) The Applicant shall file with the Racing Secretary's Office *Certificates of Insurance* showing that Applicant is the named insured in a liability insurance policy containing a "legal liability clause" having minimum limits of not less than \$100,000 for personal injury (human and equine) and a *Workman's Compensation Policy* covering all employees for whom passes are requested. Such policy shall be for a period expiring after the end of the racing meet conducted by Arlington extending through such time as Applicant shall have horses on the grounds and such Certificates shall contain a clause providing that such policies shall not be cancelled without ten (10) days prior written notice to Arlington.

7.) Applicant acknowledges that the use of stall space and the facilities at Arlington are granted to insure, to the extent possible, the filling of all races posted. Applicant certifies that all of the horses specifically listed on the reverse side are sound and ready to race, and agrees to, and shall duly enter and/or cause to be raced, all of the horses granted stall space in any of the races available within their classes and within the preference structure and/or as conditioned or classified by the Racing Secretary and so posted in his office and/or set forth in the condition book, and for the advertised purses offered and to be offered by Arlington, and at any time, when requested by the Racing Secretary to enter any horse FIT TO RACE and meeting the posted eligibility standards; provided THAT FITNESS TO RACE SHALL BE FINALLY DETERMINED BY THE STEWARDS AND THE STATE VETERINARIAN IN ACCORDANCE WITH THE RULES OF THE ILLINOIS RACING BOARD. Applicant agrees that if hereafter any of his horses are injured, ill or dropped from training or are not to be raced at the meet in progress, he will immediately inform Arlington in writing giving the names of such horses.

8.) Applicant acknowledges that the horses granted stall space at Arlington are expected to race at Arlington for the duration of the meet in progress. **Permission by the Racing Secretary must be granted for any horse stabled at Arlington to race elsewhere. If permission is not obtained, access to the Stable Area for said horse will be refused.**

9.) Nominations or the making of any entry to any of the races is received with the understanding that Arlington reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.

10.) Applicant shall pay stable personnel the prevailing wage rates in the Chicago Area, and will make certain that they receive their prescribed wages on a regular weekly or bi-monthly basis; that they are and shall continue to be covered under the prevailing and applicable statutory employee benefit programs such as Workman's Compensation, Disability, Unemployment, Social Security and the like. Applicant shall comply with the Fair Employment Practices Act and shall not discriminate by reason of race, color, creed, national origin or sex in hiring employees. The Applicant acknowledges that stable personnel are employees of the Applicant and no employment relationship exists between such and Arlington.

11.) It shall be the obligation of the Applicant to keep clean the stalls, stable area, tack rooms and living spaces which are assigned for his/her use.

The Applicant consents to periodic inspection and monitoring (by means of CCTV and/or Arlington employees) of facilities allotted by Arlington and the Applicant shall be responsible for the conduct of his/her employees and/or the cost of repairs.

12.) Manure shall be placed in the manure containers and the area shall be kept free of debris by the trainer and their employees.

Manure removal at Arlington is a result of a contract calling for the use of WHEAT straw ONLY. Any other type of straw, shavings, or bedding materials or foreign matter is in violation of the contract and must be removed at the expense of the Applicant.

13.) No electrical wiring, heating, or lighting or cooking apparatus shall be installed or utilized in the stabling accommodation or living spaces allotted to the Applicant without the prior written approval of Arlington.

Applicant agrees that he will not mutilate or in any way damage the accommodation allotted to him and further that he will not make or permit to be made any structural changes in the said stabling accommodation; that he will be responsible for all damage to the stabling accommodation allowed to him while the horses or any of them are stabled therein.

14.) Applicant shall maintain an up-to-date list of all his employees with the stable security. Applicant shall notify the Stable Security Office of any change in stable personnel within twenty-four (24) hours.

15.) A \$150 deposit per each single (as customary at Chicago racetracks) and \$200 deposit for each double temporary housing unit will be required from the trainer of the stable, prior to any assignment. Temporary housing units will not be issued to or assigned to any unlicensed or unemployed personnel. As customary and with past practice fees for repairs for damages to the room and fixtures will be deducted from the deposit. In the event a trainer fails to clean the stalls at the end of the race meet as required by the race meet contract, fees may also be deducted from the deposit for cost to the track to clean the stalls. Deposits will be returned no later than 90 days after the end of the race meet.

16.) Arlington has the option if a stake race is part of a National Wagering Pool or a contractual television arrangement to adjust scratch time in order to fulfill the obligation of the National Wagering Pool. If a race is part of a National Wagering Pool or is a contractual television arrangement, Arlington reserves the right to alter the date of the stake race by one day.

17.) All owners, trainers, jockeys and/or their employees must obtain a license issued by the **Illinois Racing Board** before stable area passes admitting them to the stable will be issued by Arlington.

18.) In making this application to participate in thoroughbred racing, Applicant understands that an investigative report may be made whereby information is obtained by Arlington through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom he is acquainted. This inquiry includes information as to his character, general reputation, personal characteristics and mode of living, which may be applicable. Applicant has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

19.) The granting of stalls pursuant to this application in whole or in part shall not constitute a lease of space but a revocable license only.

Applicant agrees that this privilege of stabling accommodation may be reduced or revoked and terminated by Arlington at any time without notice, except that if Applicant's stalls are reduced by claiming, the Applicant shall have a reasonable time to replace claimed horses.

20.) Applicant agrees that Arlington may assign stall or other accommodations to any or all of the horses listed hereon by the Applicant and the Applicant hereby authorizes Arlington to cross out the names of any or all of the horses listed hereon to which Arlington does not wish to assign stall space or other accommodations and to assign stall space or other accommodations only to the horses whose names are not crossed out. The Applicant agrees to be bound by the terms and conditions of this contract as set forth herein, even though the contract may be altered by Arlington crossing out the names of any or all of the horses listed hereon, just as if the Applicant has signed this contract without listing the horses so crossed out by Arlington.

21.) Applicant agrees to remove his horses and/or those in his possession, charge or control together with all personal property belonging to him or of which he has possession, charge or control from Arlington forthwith upon the expiration of twenty-four (24) hours after Arlington has given notice in writing to vacate the stabling accommodation, which notice may be given in the absolute discretion of Arlington without any reason or cause existing or being stated or given; any such notice or any other given hereunder shall be sufficiently given by posting up such notice on some portion of the stabling accommodation allotted to him and such notice shall be deemed to be given at the time when the same is posted up. The Applicant understands that his employees shall leave Arlington, forthwith upon the expiration of twenty-four (24) hours after notice has been given as aforesaid. Applicant agrees that if upon the expiration of the said twenty-four (24) hours notice hereinbefore mentioned, any horse or horses or personal property belonging to him or in his possession, charge or control, have not been removed from Arlington, Arlington shall be entitled to remove the same from Arlington without further notice to a suitable location at Applicant's expense and Arlington shall in no event be responsible for any such horse or horses removed as aforesaid. Applicant agrees that in the event of the horses being stabled elsewhere at his expense as aforesaid that the person, firm or corporation stabling the horses or paying for the stabling of same shall have all the rights as provided by law.

22.) No person under the age of sixteen (16) years shall be employed by the Applicant within the confines of Arlington unless approved by the **Illinois Racing Board**.

23.) Horses claimed, transferred or sold to any person or stable not registered for racing at Arlington must be removed from the grounds within twenty-four (24) hours, unless approved by the Stewards and Arlington.

24.) In the event that Arlington provides the Applicant with the privilege of stabling accommodations elsewhere than at Arlington, then all applicable conditions hereof shall apply to such stabling accommodation.

25.) The person signing this application (acting on behalf of himself or of his principal or their agents or employees and members of their families) agrees in consideration and as a condition for the acceptance of this application, to abide by and comply with all rules and regulations of Arlington including rules related to advertising, the **Illinois Racing Board**, Illinois Thoroughbred Horsemen's Association and the Ordinances of the Village of Arlington Heights and further agrees to accept as final the decision of the Stewards and the **Illinois Racing Board** on all racing matters.

26.) No changes or substitutions in horses occupying stall space shall be made without notifying Arlington and permission granted to do so by Arlington. All changes in trainers must be reported to the **Illinois Racing Board** and the Racing Secretary immediately along with the owner's and previous trainer's authorization.

27.) The Applicant agrees that this application is made with and shall inure to the benefit of Arlington. This application is entered into in Illinois and shall be governed by the laws of Illinois.

28.) In the event any term or provision of this application is adjudged unenforceable or invalid by any court of competent jurisdiction, the remaining terms and provisions of this application shall remain in full force and effect and shall be binding as specified in the application. In the event that any individual is adjudged not bound to any term or provision of this application, that term or provision shall remain binding upon all other individuals intended to be bound by this application.

29.) The undersigned Owner, Trainer or Authorized Agent acknowledges that each additional starter in a race will produce an increase in Mutuel Handle, which will increase Purses for Horsemen. A facility fee may be imposed on trainers who stables and trains a horse at the track which runs at another racetrack in a race and condition that Arlington offers and runs.

30.) Assigned stalls not occupied by Friday, May 10, 2019 will revert back to Arlington unless otherwise agreed to by Arlington in writing.

31.) All applicants for a trainer's license in Illinois must comply with **Illinois Racing Board** Rule 502.220 regarding worker's compensation and have a valid policy in effect which covers them in Illinois. There are **NO** exceptions, even if a trainer has no employees or is not required to carry worker's compensation in his or her home state.

The published rules and regulations of the **Illinois Racing Board** and terms and conditions of any contract in effect, with Illinois Thoroughbred Horsemen's Association shall apply to the Meeting of the Racing Association.

32.) Absolutely no dogs are allowed in or on the grounds of Arlington. All violators will be sent to the Stewards for adjudication and fines.

33.) Any owners or trainers stabled at Arlington found to have directly or indirectly sold a horse for slaughter will have his or her stalls permanently revoked from Arlington. Arlington requires its horsemen to conduct due diligence on those buying horses and encourages them to support rescue and adoption efforts and to find humane ways of dealing with horses unable to continue racing. All trainers and or owners will be required to state on all departure slips that "I hereby represent and warrant that no horse is being sent directly or indirectly to slaughter".