



2018 Ground Rules
for
Standardbred
Trainers/Racing & Training Participants

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The ground rules detailed in this document apply at all times to all of the premises, including but not limited to, the backstretch area, grandstand area and all public areas, and to all individuals using these areas, without limitation. The Track on 2 Inc., referred to as the OPERATOR, for the purposes of these documents, reserves the right to alter or amend any and all of these rules and regulations without notice, at any time and from time to time, after notice to and consultation with Horse Racing Alberta (HRA), and the Alberta Standardbred Horse Association (ASHA). Any item not specifically referred to in this document, by HRA, or the ASHA, are the jurisdiction of the OPERATOR.

A BREACH OF ANY OF THE RULES OR POLICIES OF THE OPERATOR MAY RESULT IN SUSPENSION OF PRIVILEGES, LOSS OF ANY OR ALL FEES, AND/OR EVICTION FROM THE PREMISES.

The term APPLICANT/OWNER/TRAINER means a person who intends to enter any horses or horses in any race or races at the racetrack AND all applicants for stabling and shall include but not be limited to; trainers, agents, owners, grooms, any and all employees and/or guests.

STABLING FEES

Provided that The Track on 2 Inc. receives and is guaranteed a minimum of 25 horses stable on the grounds, the stabling fees are as follows;

The Track on 2 Inc. will charge \$250 per horse stall/month. Each start, on average per all stalls rented, will reduce the stabling charge by \$50.00 / month to a min. Of \$105/month (GST included) per stall. Example; 10 horses, 10 stalls rented equals 30 starts needed to reach minimum amount per month. 4 horses not racing as they are colts, 6 horses have to start an average of 5 times to make the min. for ALL stalls rented. This will be prorated.

These fees will include; the stall, the bedding (shavings are mandatory), the use of the racetrack, and paddocks as available.

All other services/necessities are the sole responsibility of the APPLICANT/OWNER/TRAINER which include, but are not limited to; grain, hay, regular feeding, daily stall cleaning, grooming, harness/tack cleaning, daily turn out, blanketing and bandaging, exercising, instruction, and training. In summary, all reasonable daily necessities involved in the appropriate care of the horse are the sole responsibility of the APPLICANT/OWNER/TRAINER.

IF a minimum of 25 horses is not guaranteed, The Track on 2 Inc. (OPERATOR) will not be able to provide these services at this rate. If there are less than 25 horses/stalls applied for The Track on 2 Inc. would like to consider stabling, but may have to increase the rate depending on amount of stalls applied for.

NON RACE HORSES

Stabling at The Track on 2 Inc. will be provided for horses racing and or in training. There will be no stabling for horses that are not racing or in training including but not limited to; Breeding Stallions, Broodmares, and or horses less than two years of age.

CARE or BREACH OF POLICIES

IF for any reason, the animals are not being cared for properly, or there is a breach of policies, as deemed by Horse Racing Alberta, the ASHA, or The Track on 2 Inc., the owner/trainer/person in charge of the animals (APPLICANT) may be given a trespass notice, (or other penalty/ruling as per the rules and regulations of The Track on 2 Inc., Horse Racing Alberta, and/or the ASHA) and asked to vacate the premises.

The APPLICANT/OWNER/TRAINER will remove the horses together with all personal property belonging to the APPLICANT/OWNER/TRAINER, or of which the APPLICANT/OWNER/TRAINER has possession, charge or control, from the

premises within 48 hours after the OPERATOR has given the APPLICANT/OWNER/TRAINER notice in writing to vacate the Stall Accommodation/Premises.

IF upon the expiration of the said 48 hours notice, any horse, or horses or personal property belonging to the APPLICANT or in the APPLICANT's possession, charge or control, have not been removed from the stabling area and the premises, the OPERATOR, shall be entitled to remove the same, from the premises without further notice, either to a public pound, or the OPERATOR may stable the same at the APPLICANT's expense and the person, firm, or corporation stabling the horse(s) or paying for the stabling of same, shall have all rights of the keeper of a stabling/boarding stable under **THE ANIMAL KEEPERS ACT** for the purpose of satisfying any liens/expenses incurred. In the event of a breach of policies, the OPERATOR has the right to recovery of attorneys' fees and court costs resulting from said breach.

TURN OUT

The APPLICANT shall be expressly responsible for all exercise of the horse(s), including turn-out in paddocks etc. Please note, these paddocks are not for use for extended periods of time, and are not to be used to stable horses, but are used for turn out exercise ONLY. No bedding, feed, hay or any other material is to be placed/used in the paddocks. The APPLICANT understands that the, OPERATOR/Horse Racing Alberta/the ASHA or any of their employees or representatives, CANNOT be held responsible for any accidents or injuries caused to the horse(s) when turned out with other horses, or individually in the paddock, or any accidents or injuries occurring on the premises.

GENERAL RULES AND REGULATIONS

The APPLICANT/OWNER/TRAINER agrees to abide by and conform to any and all rules and regulations in this document, as well as any and all rules and regulations that may be posted at time to time as necessary by the OPERATOR, Horse Racing Alberta, and/or the ASHA. The APPLICANT accepts full responsibility for the safety of any of his/her visitors and/or participants they may bring onto the OPERATOR's premises, and shall ensure that all visitors/guests/participants abide by the rules and regulations. ALL persons exercising horses (jogging, training etc.) **MUST** wear Horse Racing Alberta approved personal safety equipment including but not limited to a helmet. In addition, the following rules shall be followed and may be enforced by penalty when necessary;

1. **SMOKING** – smoking and/or open flame of ANY kind are not permitted in any area of the stables/stalls/barns or near any food/grain/hay storage. Violators will be **IMMEDIATELY VACATED** and their horse(s) MUST be removed within 24 hours. Smoking will be permitted in designated smoking areas ONLY. This is a zero tolerance policy.
2. **LANGUAGE** – Foul language will not be tolerated.
3. **SLEEPING** – Sleeping in the stables/barns is not permitted.
4. **TACK ROOM(S)** – One stall or tack room, will be designated as a tack room for every 6 horses under the control of one APPLICANT/TRAINER.
5. **RACETRACK** – The OPERATOR reserves complete discretion with respect to when the racetrack is available for use, however, use will not be unjustly limited. Moreover, it is acknowledged and understood that portions of the track may be temporarily closed to complete improvements that are necessary for the current year. These improvements will be kept to a minimum so as to not disrupt the use of the track.
6. **STALL CLEANING** – APPLICANTS/OWNERS/TRAINERS are responsible for daily cleaning of their stalls, and ALL shavings and manure MUST be kept/put in designated areas. All assigned stalls must be completely cleaned/stripped (to the satisfaction of The Track on 2 Inc. Representative) when leaving, if you leave early, contact The Track on 2 Inc. office for inspection. There is a \$100.00 charge for each stall not cleaned to the satisfaction of The Track on 2 Inc. representative.
7. **SHAVINGS** – ONLY shavings are to be used as a bedding material.

8. **FEED** – Due to possibility of space restrictions, storing of feed and/or hay is not permitted in the stalls. Feed/hay MUST be kept in designated areas as defined by the OPERATOR.

RISK OF LOSS

The OPERATOR, Horse Racing Alberta and/or the ASHA shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s), or any other cause of action arising from or connecting to the stabling of this (these) horse(s). All risks are assumed by the APPLICANT/OWNER/TRAINER in charge of his/her horses. All costs, no matter how catastrophic, connected with stabling are borne by the APPLICANT/OWNER/TRAINER of the horse(s). The horse(s) and all tack, harness, and equipment shall be at the sole risk of the APPLICANT/OWNER/TRAINER, who assumes all responsibility.

INDEMNITY

The APPLICANT agrees to carry full five million dollar liability coverage, deemed sufficient by The Track on 2 Inc. or be a member of the Alberta Standardbred Horse Association (the ASHA). ALL APPLICANTS/OWNERS/TRAINERS must be in good standing with the ASHA.

EMERGENCY EQUINE CARE

If medical treatment is needed, the OPERATOR will attempt to contact the APPLICANT/OWNER/TRAINER, (contact information provided by the APPLICANT and kept current) but in the event that the person in charge of the horse(s) cannot be reached, the OPERATOR, has the authority to secure emergency care through a veterinary or other appropriate professional. The APPLICANT/OWNER/TRAINER is responsible to pay all costs relating to this care. The OPERATOR, Horse Racing Alberta, and/or the ASHA are authorized as the agent to arrange billing to the APPLICANT/OWNER/TRAINER.

EMERGENCY CONTACT (if APPLICANT is unavailable): _____

EMERGENCY CONTACT PHONE NUMBER: _____

RV/CAMPING

Camping/RV areas will be available to APPLICANTS/OWNERS/TRAINERS and their staff who have horses stabled on the premises of the OPERATOR, at a cost of \$300.00 per month for serviced lots (water & power), and \$200 for unserviced. Short term rates may be available. All persons renting a lot MUST sign the campground rental agreement. Camping is ONLY available for horsemen stabled at The Track on 2 Inc.

RIGHT OF LIEN

The OPERATOR has the right of lien as set forth in the law of the Province of Alberta (The Animal Keepers Act) for the amount due for board/stabling and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

ACCEPTANCE OF RISK AND USE OF PERMISES

By signing this document, I certify and acknowledge that I have read, understand, and am in receipt of the ground rules at The Track on 2 Inc. as set forth herein. I also understand that I am required to know, understand and recognize the rules of horse racing as set forth and enforced by Horse Racing Alberta and the ASHA and that I will be held accountable for said rules while stabled at The Track on 2 Inc. and/or participating in Standardbred racing at The Track on 2 Inc. I acknowledge that there is inherent risk when working with horses, and acknowledge that in no way is the OPERATOR, Horse Racing Alberta, and or the ASHA liable for any sickness, disease, death, or injury of any kind to myself, or any of my family, employees and/or visitors, or any other cause of action arising from or connecting to the stabling of, or working with or around horses on the OPERATOR's premises. I understand and acknowledge that a signed copy of the document must accompany all stall applications submitted and failure to do so will result in the stall application not being accepted.

Name of Applicant (please print)

Signature of Applicant

Contact Phone Number

Date

Witness: (please print)

Signature of Witness

Please note: Witness MUST be a racing official as deemed by Horse Racing Alberta, (Judge/Race Secretary etc.) a designated manager/employee of The Track on 2 Inc. or the Executive Director of the Alberta Standardbred Horse Association.