

Track On 2 – Ground Rules and Stall Rental Conditions

IMPORTANT – READ CAREFULLY

STALLS ASSIGNED UNDER THE FOLLOWING CONDITIONS; YOUR SIGNATURE INDICATES THAT YOU AGREE TO BE SUBJECT TO THE FOLLOWING CONDITIONS AND RULES:

- (1) ASHA/The Track on 2 Inc. (operator) shall not be liable for injury or loss suffered in any manner to me or any person employed by me or to a horse or horses belonging to me or to those for whom I am agent or trainer, while on the premises, whether caused by the condition of the premises or otherwise.
- (2) I AGREE to indemnify and hold the ASHA/The Track on 2 Inc. (operator), or its officers, employees and agents, harmless against any and all claims, liabilities, losses, costs, damages and attorney fees incurred by reason of the conduct of negligence of the undersigned or of his agents or employees, but this indemnity shall not extend to liabilities, claims, losses damages or attorney fees arising out of the negligence or wilful acts or omissions of the ASHA/The Track on 2 Inc. (operator), or their respective agents or employees.
- (3) I AGREE that this contract is made with and shall endure to the benefit of the ASHA/The Track on 2 Inc. (operator)
- (4) I AGREE to remove my horses and/or those in my possession, charge or control together with all personal property belonging to me, or of which I have possession, charge or control from the grounds of The Track on 2 Inc. (operator) forthwith upon the expiration of twenty-four (24) hours after ASHA/The Track on 2 Inc. (Operator) has given me notice in writing to vacate the stabling accommodation, which notice may be given for reasonable cause with said reason or cause 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 accommodation allotted to me and such notice shall be deemed to be given at the time when the same is posted up. I understand that my employees shall leave the premises of The Track on 2 Inc. (operator) forthwith upon the expiration of twenty-four (24) hours after notice has been given as aforesaid. I agree that if upon the expiration of the said twenty-four (24) hours notice hereinbefore mentioned, any horse or horses or personal property belonging to me or in my possession, charge or control, have not been removed from the said The Track on 2 Inc. (operator) premises shall be entitled to remove the same from the said premises without further notice, either to a public pound, or ASHA/The Track on 2 Inc. (operator) may stable the same at my expense elsewhere and ASHA/The Track on 2 Inc. (operator) shall in no event, either jointly or severally be responsible for any such horse or horses removed as aforesaid. I AGREE that in the event of the horses being stabled elsewhere at my expense as aforesaid that the person, firm or corporation stabling the horses or paying for the stabling of same shall have all the rights of the keeper of a boarding stable under The Livery Stable Keepers Act.
- (5) It is understood that the ASHA/The Track on 2 Inc. (operator) reserves the right at any time to deny admission to The Track On 2 Inc. (operator) premises to me or my employees or to my agents or any persons under my control or any person, firm or corporation contracting with me including failure of Stall Rental payment in a prompt manner.
- (6) I AGREE that I will not mutilate or in any way damage the accommodation allotted to me and further that I will not make or permit to be made any structural changes in the said stabling accommodation; that I will be responsible for all damage to the stabling accommodation allotted to me while the horses or any of them are

stabled therein; that I will keep such stabling accommodation in good and clean condition and deposit the manure and litter where directed by The Track on 2 Inc. (operator).

- (7) I AGREE that there is no representation, warranty, or collateral agreement given or made by ASHA/The Track on 2 Inc. (operator) affecting this agreement other than expressed herein in writing.
- (8) All assigned stalls must be cleaned/stripped when leaving. If you leave early, contact ASHA/The Track on 2 Inc. (operator) office for inspection. **There is a \$200 charge for uncleaned stalls. Any unpaid fees will affect future stall applications.**
- (9) ABSOLUTELY NO DOGS IN THE BARN AREA.
- (10) Absolutely NO alcohol shall be consumed before or during any activities with a horse. Smoking and Vaping NOT permitted outside approved smoking areas.
- (11) Helmets MUST be worn and chin straps secured correctly when driving or riding horses.
- (12) Any abusive language or actions towards ASHA/The Track on 2 Inc. (operator) staff will trigger an immediate eviction. Barn manager represents The Track on 2 Inc. (operator) and all concerns should be brought up to the horsemen's representative, then the horsemen's representative can talk to The Track on 2 Inc. (operator) barn manager.
- (13) The use, sale, advertisement, growth, and or preparation of Cannabis or any derivative of Cannabis (indoors or outdoors) is strictly prohibited on property of The Track on 2 Inc. (operator).
- (14) All horses approved for stabling at The Track on 2 Inc. (operator) must be on site **before July 9th, 2023**, or written permission must be granted by The Track on 2 Inc. (operator) if you wish to bring horses at a later date.
- (15) Your stall assigned is your stall, please respect our planning.
- (16) Barn tours may be conducted throughout our race meet, so please remember there could be kids in the barns. Please let the barn manager know if you do not wish to be a part of the tour.
- (17) From time to time, other promotional/marketing programs/events such as autograph/photo sessions, may be planned, we encourage your involvement and participation in these events. We strive to provide an interactive entertainment experience for our patrons and racing fans, and an enjoyable experience for our horse racing participants as well.

NOTE: It should be remembered that it is likely that demand will exceed stall space; therefore, limitations of space may force ASHA/The Track on 2 Inc. (operator) to turn down all or part of your stabling request.

Accepted by: _____
PRINT NAME ABOVE

Signed: _____ Date: _____