

STALLS ASSIGNED AT NORTHFIELD PARK ARE ASSIGNED UNDER THE FOLLOWING CONDITIONS, THE ACCEPTANCE OF WHICH IS INDICATED BY YOUR APPLICATION FOR SPACE.

1. It is understood that Northfield Park may or may not assign stall space or other accommodations, in whatever quantity it deems advisable, to any licensed trainer applying on this application. Stalls will be granted to individual trainers based on proposed stable rosters contained in this application, past races-to-stalls ratios and performances and all other considerations deemed appropriate by Northfield Park management.
2. **Approved trainers are expected to maintain a minimum average monthly money-starts-per-stall ratio of 2 to 1 from November through April. Money-starts are race starts for purse money, not qualifiers. Trainers not meeting the minimum racing requirement of average monthly money-starts per stall will be billed \$300 per stall for excess allocated space. For example, Trainer A has 10 stalls and makes 60 starts during the November 1 – April 30 period. 60 starts divided by 12 starts per stall (avg. of 2 per month) = 5 stalls covered toward the minimum monthly requirement. 10 stalls less 5 stalls = 5 stalls. 5 stalls x \$300 per stall = \$1500 stall rent. \$1500 would be owed for the five non-racing stalls. It is agreed that the trainer who is approved and allocated stall space bears financial responsibility for his entire stable. Changes in stall allocations can be requested monthly, in writing, through the racing secretary. Accrued stall rent charges, if any, will be billed approximately May 10, and due within 60 days.**
3. This license agreement shall not be binding upon Northfield until signed by the racing secretary of Northfield. The terms of this license agreement shall commence November 1, 2009.
4. Approved trainers shall not remove racehorses from Northfield's premises for the purpose of racing elsewhere in overnight events without prior approval of racing secretary.
5. Applicant represents that he and all persons for who he is acting have read and are familiar with the Rules of Racing and the regulations of the Ohio State Racing Commission, the United States Trotting Association and Northfield Park and agree to be bound by and comply with same completely.
6. Approved trainers agree to produce a signed claiming authorization, if one is not on file, within 48 hours of a successful claim upon a horse they entered. No claim proceeds will be released to the horse owner until this requirement is met.
7. All owners, trainers, drivers and/or agents and employees must obtain a license as required by the Ohio State Racing Commission before passes to the barn area will be issued by Northfield. Approved passes may be used only by the person in whose name such pass is issued. Misuse of any pass shall subject the pass holder to immediate revocation of the pass and ejection from the premises.
8. Eight horses of different interests may be required in all overnight events, nine in trifecta races, or the event may be cancelled. Purse distribution in said events shall be 50-25-12-8-5% unless otherwise specified in posted condition. No entrance fees are required in overnight events.
9. **Northfield reserves the right to reject any entry, decline or revoke stall space to any horse or to any individual.**
10. All changes in trainers must be reported to the racing secretary immediately along with the horse owner's authorization for said change. If a new trainer is not stable on the grounds, a stall application must be submitted.
11. Northfield may refuse admittance to, exclude or eject anyone considered unwanted or undesirable by Northfield in its sole and absolute discretion. Persons removed from an active payroll may be ejected, even though they are licensed.
12. **IT IS CLEARLY UNDERSTOOD AND AGREED that this is not a lease of space, but is merely a revocable license or permit granted by Northfield only on the terms and conditions set forth. Applicant recognizes that Northfield has the exclusive right and inherent right, in the exercise of its own discretion, to revoke and cancel at any time this license to all or any of its facilities, and agrees to and shall remove any or all horse(s) and to vacate the premises within 48 hours of such notice for removal. In the event applicant fails to comply with the above, applicant hereby unconditionally authorizes and empowers Northfield to remove and place such horse in any private or public stable, farm and/or the like which may then be available at applicant's own direct expense, and further hold Northfield and its officers, agents and/or representatives completely harmless and free from any and all obligations, liability and/or expense whatsoever, including all disbursements and legal fees in connection with any of the foregoing. Failure to leave grounds on notice shall constitute trespass.**
13. Stall space is at a premium and applicant agrees that any space not used by him in his allotment shall unconditionally revert to Northfield at Northfield's sole option.
14. In consideration of the license of stall space pursuant to the terms of this license agreement and other good and valuable consideration connected therewith, the undersigned agrees as follows:
 - a. **APPLICANT HEREBY RELEASES AND DISCHARGES** Northfield and its employees, officers, agents and assigns, from any and all liability to applicant, his employees, representatives, agents, heirs and assigns, and waives all rights on account of injuries sustained by applicant, applicant's property or applicant's personnel, whether caused by the condition of premises, the negligence of Northfield or any of its agents, or otherwise. **THE UNDERSIGNED ACKNOWLEDGES AND ACCEPTS** the inherent dangers involved in training and racing activities realizes that unanticipated dangers may arise, and understands that such dangers are part of the risk of the occupation and that Northfield bears no responsibility or liability for injuries arising there from.
 - b. **APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS** Northfield, its officers, employees, agents and assigns for any loss, cost damage or other expense (including reasonable attorney's fees) incurred by it or its officers, employees, agents and assigns, by reason of any loss, liability, damage or cost which applicant, his employees, agents, heirs or assigns may sustain while on the premises.
15. Applicant grants to Northfield the right to transcribe and reproduce races in which applicant or its agents or employees may participate and agrees that Northfield may exhibit, directly or indirectly, such transcriptions or reproductions for any non-wagering purpose without compensation to applicant. Any simulcasting of races with wagering thereon, in which Northfield is either the guest track or the host track, shall be governed by applicable local, state and federal laws and rules and regulations of the Ohio State Racing Commission.
16. **THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL THE RELEASE PROVISIONS. I HAVE PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) LISTED HEREON. I HAVE VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.**

Application Must Be Signed

SIGNATURE: TRAINER, on behalf of himself, and as authorized agent of Owner(s) listed hereon, which agency is not qualified or limited.

DATE: _____

WORKMAN'S COMPENSATION NUMBER _____
(Must be filled out if stable has employees)

FOR NORTHFIELD PARK BY: _____

DATE: _____