Every horse must be accompanied with a valid Coggins, Health Certificate and a current vaccination or they will not be allowed on the grounds.

Trainers are responsible for REMOVING all bedding material. A $100 PER STALL refundable deposit will be required (up to $2000). Deposits will be refunded when stalls are cleaned out and inspected.

NO EXCEPTIONS WILL BE MADE!

ALL STALL APPLICATIONS MUST BE ACCOMPANIED BY PAST PERFORMANCES

MONMOUTH PARK

APPLICATIONS ARE DUE BY WEDNESDAY, MARCH 16TH

MONMOUTH PARK
2022 STALL APPLICATION

John F. Heims, Director of Racing/Racing Secretary
175 Oceanport Avenue, Oceanport, New Jersey 07757
Email: jheims@monmouthpark.com
Phone: (732) 222-5100 • Fax: (732) 571-5240

MAY 7TH - SEPTEMBER 17TH

FREE WORKMEN'S COMPENSATION

A blanket policy will be provided by the New Jersey Injury Compensation Board to cover employees of trainers stabled at Monmouth Park. Trainers should ensure that they have their own workmen's compensation policy in effect when not stabled at Monmouth Park.
(subject to NJRC approval)

	NAME OF HORSE	SEX	AGE	ALLOW or CLAIMING PRICE	TRACK and DATE of LAST START	MAIDEN	NJ BRED	CURRENTLY TRAINING AT	NAME OF OWNER	PERMANENT ADDRESS OF OWNER
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notice to be sent to:

MUST BE SIGNED ON REVERSE

TRAINER: _____ CELL PHONE: (____) _____

STREET and NO. _____

E-MAIL: _____ PERMANENT TEL: (____) _____ CITY _____ STATE _____ ZIP _____

Conditions governing the 2022 race meeting of Darby Development, LLC and the"NJTHA" (hereinafter called Monmouth Park) for the programs of thoroughbred racing beginning in May 2022. This contract must be completed in full and signed by the Applicant.

The Signer (hereinafter called the Applicant) agrees that in consideration for and as a condition of the granting of this permission to stable at Monmouth Park to 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 dormitory space 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. It is mutually understood and agreed, and the Applicant represents that the Applicant has been granted the authority by the owner(s) of all horses in his care to make this application, to enter the agreement contained herein and to bind such owner or owners to the same. 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.

Release and Indemnification.

A. All New Jersey Racing Commission (NJRC) licensees, including but not limited to Monmouth Park, owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at Monmouth Park recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training, and related activities at Monmouth Park, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which causes or contributes to loss, loss of use, injury or damage to horses while on the premises of Monmouth Park; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage, including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by Monmouth Park whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of Monmouth Park or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at Monmouth Park shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law.

B. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of New Jersey and the NJRC's regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by Monmouth Park of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this agreement, Monmouth Park shall mean and include Monmouth Park and its officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the NJRC's regulations, the NJRC's regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any amendment to the NJRC's regulations.

Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above vests with the Trainer and/or Owner, as the case may be. For protection of applicant and/or owners, it is requested that the applicant and/or owners insure their horses against losses by fire or other occurrences. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer or Owner to the risks outlined herein.

1. It is understood that Monmouth Park may assign stall or other accommodations to any or all of the horses listed hereon by the Applicant and the Applicant hereby authorizes Monmouth Park to cross out the names of any or all of the horses listed hereon to which Monmouth Park 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 Monmouth Park crossing out the names of any or all the horses listed hereon, just as if the Applicant had signed this contract without listing the horses so crossed out by Monmouth Park.

The applicant, in order to induce Monmouth Park to approve this application for stalls, does for himself and employees and all persons for whom he is acting, consent to all Simulcasting both within the state of New Jersey and with other jurisdictions to which Monmouth Park is a party.

The applicant's consent to Simulcasting herein is subject to all consent required from the NJTHA, Inc., which consent is hereby acknowledged by Monmouth Park to be required from the NJTHA, Inc. The same consent shall apply to the terms and conditions in the Stake Entry Book.

2. This contract shall not be binding upon Monmouth Park until signed by the Racing Secretary of Monmouth Park, and when signed shall obligate Monmouth Park to provide stall space or other accommodations only to those horses listed on this contract whose names have not been crossed out by Monmouth Park as hereinbefore set forth. No changes may be made without notifying Monmouth Park and permission granted to do so by the Racing Department.

3. The terms of this contract shall be for the 2022 race meeting of Monmouth Park beginning with the opening of the stable area.

4. The Applicant shall enter and race the horses listed hereon which have been assigned stall space by Monmouth Park in all races for which they qualify and are eligible unless the Racing Secretary shall agree otherwise.

4a. Without approval of the Racing Secretary horses shipping out to race at other racetracks may be denied readmittance to Monmouth Park's stable area and such stalls may be reassigned at the discretion of the Racing Secretary.

5. The Rules and Regulations of the New Jersey Racing Commission and Monmouth Park shall govern the conduct of this meeting and racing programs and all owners, trainers, jockeys and stable employees are subject to same.

6. Foal certificates must be filed at the Racing Secretary's office upon arrival and must be approved by the Racing Secretary.

7. Monmouth Park reserves the right to reject any entry.

8. All jockeys, trainers, and exercise personnel are required to wear safety helmets and safety vests while riding or exercising horses.

9. All changes in trainers must be reported to the New Jersey Racing Commission and the Racing Secretary immediately along with the owner's and previous trainer's authorization.

10. It is clearly understood and agreed that this is not a lease of any space, but is merely a revocable permit granted by Monmouth Park only on the terms and conditions set forth herein.

11. Monmouth Park reserves the unrestricted right to decline stall space, revoke this permit at will, and to have any owner or trainer using stable space to vacate the stalls and move any or all horses, equipment and personnel off the premises within 24 hours after receiving notice to vacate from Monmouth Park. Such notice to vacate may be given at any time for any reason or without any reason and entirely at the discretion of Monmouth Park.

If upon the expiration of 24 hours from the date of notice to vacate stable space and/or dormitory space, the Applicant shall not have removed from Monmouth Park any horse or horses or personal property in his ownership or charge or control, Monmouth Park shall be entitled at the expense of the owner to remove the same to a public pound or to stable or store the same elsewhere and, on the expiry of 30 days from the date of said notice, to sell such horse or horses or property after by private or public auction and apply the proceeds in payment of any expenses incurred by Monmouth Park. In no event shall Monmouth Park be responsible to the owner or applicant for the removal, stabling, storage or sale of any horse.

The Applicant, in order to induce Monmouth Park to approve this application for stalls, does for himself and employees and all persons for whom he is acting, consent to any such action by Monmouth Park under this paragraph or paragraph 12.

12. Monmouth Park may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the New Jersey Racing Commission.

13. The Applicant undertakes to keep the stabling accommodation and dormitory space (including toilets) allotted to him in good condition. The Applicant consents to periodic inspection of facilities allotted to him by Monmouth Park. Any damage caused to such accommodation and dormitory space will be repaired by Monmouth Park and the Applicant shall be responsible for the cost of such repairs.

14. Monmouth Park may assign dormitory space to stable employees as it deems fit and in Monmouth Park's sole discretion. In this regard, all terms and conditions set forth in sections 10, 11 and 12 above, as well as any other relevant provisions of this stall application, shall apply to the use of such dormitory space. All individuals to whom dormitory space is assigned ("assignee") must consent via waiver provided by Monmouth Park to the assignee that the assignee is subject to immediate removal from the premises by Monmouth Park with or without cause and without the necessity of filing any legal actions (evictions or ejectments) pursuant to N.J.S.A. 2A:35-1 *et seq.*

15. Firearms are absolutely prohibited on the premises of Monmouth Park.

16. Dogs and other pets are not permitted on the premises of Monmouth Park.

17a. All bedding materials must be approved by the Racing Secretary.

17b. Applicants are responsible for damage to dormitory space & all bedding materials must be removed when vacating stalls.

18. Heating and cooking appliances are not allowed at Monmouth Park.

19a. All horses (including ponies) are required to have a negative Coggins Test Certificate, dated within the past 12 months and a valid Certificate of Veterinary Examination.

19b. All HORSES IMPORTED into New Jersey must have been tested EIA negative within the previous 12 MONTHS.

20. All ship-in stalls will be approved and assigned by horse only, and not by owner or trainer.

21. All owners, trainers, jockeys and/or their employees must obtain a license issued by the New Jersey Racing Commission before stables area passes admitting them to the stable will be issued by Monmouth Park. Stable area passes may be used only by the person named upon said pass and misuse will be cause for revocation without notice.

22. Subject to approval by the New Jersey Racing Commision will provide a blanket worker's compensation policy pursuant to N.J.S.A. 34:15-129, *et seq*. Trainers should ensure that they have their own policy in effect during that period of time during the year that they are not stabled at Monmouth Park.

23. Applicant agrees to, and by signing this contract, does hereby appoint Monmouth Park as Applicant's lawful agent for the purpose of the agent exercising or implementing any obligation or action required of the Applicant under paragraph 11 of this contract.

ENVIRONMENTAL PROCEDURES:
1. The use & storage of WASHING MACHINES in the barn area is PROHIBITED.
2. ALL HOSES shall be equipped with AUTOMATIC SHUT-OFF NOZZLES.
3. Wheelbarrows may NOT be used for dumping manure.
4. Only BIODEGRADABLE SOAP may be used.
5. ALL STRAW AND SHAVINGS must be placed in PROPER CONTAINERS.
6. Please bundle shaving bags for pick up. DO NOT place in containers.
7. Recycling bottles and cans is MANDATORY in Monmouth County.
Violators will be subject to Disciplinary Action.

24. Monmouth Park reserves the right to take and use and to authorize or license others to take and use images and voices of the undersigned and his owners, horses, independent contractors, jockeys, employees, agents and invitees in any telecast, broadcast, motion picture, photograph, video and/or sound recording, made or taken prior to, during and after horse races and related events. The undersigned, on behalf of himself and aforesaid persons, consents to such use of such images and voices for news reporting and/or marketing purposes, without remuneration to him or them, and waives any rights of privacy or publicity with respect to any such uses. Upon demand, the undersigned shall cause such persons to deliver to Monmouth Park a release to the foregoing effect.

25. Stalls that are not vacated by October 31, 2022, are subject to a charge of $250 per day, per stall. No exceptions.

ATTENTION HORSEMEN:

This contract must be filled out in detail and signed and returned to the Racing Secretary, Monmouth Park, 175 Oceanport Avenue, Oceanport, New Jersey 07757. **jheims@monmouthpark.com**

IMPORTANT:

Commission regulation requires accurate listings of permanent address of Owner and Trainer.

_____
TRAINER'S SIGNATURE

Darby Development, LLC / NJTHA
Monmouth Park/Meadowlands

BY_____
Racing Secretary