

2007 Spring Meeting
 April 6 - 27, 2007

Stall Application



Keeneland Association, Inc.
 4201 Versailles Rd., P.O. Box 1690
 Lexington, KY 40588-1690
 859 254-3412 or 800 456-3412
 800 456-9896 Racing Office
 859 233-2257 Fax

The Toyota Blue Grass Stakes • \$750,000 • Grade I

For Three-Year-Olds • One Mile and a Furlong • To Be Run April 14

The Ashland Stakes • \$500,000 • Grade I

For Fillies, Three-Year-Olds • One Mile and a Sixteenth • To Be Run April 7

Stall Applications Are Due Not Later Than March 2, 2007

1.	Name of Horse	Sex	Age	Mdn	Alw	Claiming Price	Distance	Owner Information
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()
								Name Address City, State, Zip Business Phone () Fax () Home Phone ()

PLEASE READ AND SIGN ON REVERSE SIDE

Trainer Information

Name _____
 Present Address _____
 Permanent Address _____
 Present Phone () _____ Home Phone () _____ Fax Number () _____

Keeneland Association, Inc. Stall Application Revocable License, Release and Waiver of Liability Agreement

A valid signature on this document indicates that the undersigned hereby agrees to the following terms and conditions in consideration of the permission of the Keeneland Association, Inc. for the stabling of horses.

The Conditions for Stall Allocations must be abided by as follows:

- 1. Rules and Regulations.** The undersigned will abide by all rules and regulations of Keeneland, including, without limitation, House Rules, relating to "Milkshake" testing or other rules, and the Kentucky Horse Racing Authority, at any time adopted or as they may be amended. Trainer and Owners shall be responsible for obtaining and becoming familiar with such rules and regulations.
- 2. Tack Rooms.** Tack rooms will be allocated to horsemen based on the number of stalls utilized. One tack room will be allocated for every four stalls filled.
- 3. Allocations.** Allocations of all stall space are made only with the agreement of Trainer that Keeneland reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities; that the permission granted herein to Trainer to use Keeneland's facilities is solely for purposes incidental to racing, does not constitute a lease of such facilities and Keeneland maintains the sole interest in and exclusive control of its premises and facilities; and that Keeneland reserves to itself the exclusive right and sole discretion to reduce or to totally eliminate the number of stalls assigned and/or change the location of stalls assigned to the Trainer.
- 4. Revocation.** Trainer agrees that the license granted herein to enter on Keeneland grounds and to use Keeneland facilities is subject to revocation, with or without cause, and in the sole and exclusive discretion of Keeneland. The undersigned will vacate stalls and move all horses, equipment and personnel, upon request, from Keeneland property within a reasonable time. A violation of the rules or regulations of the Kentucky Horse Racing Authority or the conditions, rules and regulations of Keeneland or the creation, in whole or in part, by Trainer of any condition that may interfere with the safe and efficient operation of its business by Keeneland or the termination of the Trainer's agency relationship with the Owner(s) listed on the reverse side hereof, shall, in each case, subject this license to immediate revocation exercised at Keeneland's sole and exclusive discretion, without any prior notice.
- 5. Medication Compliance.** The parties agree that all horses on Keeneland grounds may, at Keeneland's discretion and direction, be subject to inspection which may include, at Keeneland's discretion, the taking of a blood, urine, saliva or other specimen, which may be tested by Keeneland or its designees for the purposes of insuring compliance with medication rules applicable in Kentucky and/or for purposes of insuring the integrity of racing.
- 6. Search and Seizure.** The undersigned expressly grants to Keeneland the right, without prior notice to search the person, or to order and search the stall area, rooms, lockers, vehicles and automobiles and any other area of the Keeneland premises occupied by undersigned, whether locked or unlocked, and to seize any illegal or unauthorized drugs, medication, mechanical devices, or other prohibited, unsafe or cruel items.
- 7. Intellectual Property.** Keeneland reserves to itself the exclusive right to produce, exhibit, use or dispose of motion pictures, television programs or other images or authorize or license others to make, exhibit, use or dispose of motion pictures, television programs or other images of horse races and related events and the names of owners, trainers, or horses involved in events or activities, occurring prior to, during and subsequent to the running of races on Keeneland premises. In receiving permission to use the Keeneland premises, or in making an entry in or participating in any race on the Keeneland premises, the undersigned on his behalf and as agent of the Owner hereby grants consent to be photographed and to have the Owner's horses photographed in any motion picture, television program or other image without remuneration to the Undersigned or to the owner and hereby grants to Keeneland permission to use and exhibit such motion pictures, television or other images and names for advertising purposes, purposes of the trade or other use as Keeneland shall determine in its sole and exclusive discretion.
- 8. Release and Indemnification.** All Kentucky Horse Racing Authority Licensees, including but not limited to Keeneland, owners, trainers, jockeys, exercise riders and grooms ("Licensees"), participating in stabling, racing, training and related activities at Keeneland 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 Keeneland, 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 Keeneland 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 ("gallops") owned or controlled by Keeneland, whether arising from alleged acts or omissions of a Licensee and its agents or employees, the condition of the premises of Keeneland, or any other cause. Except as provided above, all Licensees participating in racing, training and related activities at Keeneland shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law.
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 Commonwealth of Kentucky and the Kentucky Horse Racing Authority's regulations ("KHRA Regulations"), and shall be binding upon Trainer, his successors or assignees. For purposes of this Agreement, Keeneland shall mean and include Keeneland and its officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the KHRA Regulations, the KHRA Regulations shall control. Further, these provisions will be deemed to be amended to the extent of, and to be in compliance with, any amendment to the KHRA Regulations.

9. Notification. After submitting this application for stalls, the undersigned agrees to notify Keeneland promptly of any changes in stall requirements. After confirmation of stall allocation, the undersigned agrees to notify Keeneland immediately of any major changes in shipping plans.

10. Coggins/Health Certificate. Prior to admission to Keeneland, all horses must have a negative Coggins test dated less than one year prior to date of arrival. This certificate must accompany the health certificate on arrival to Keeneland.

11. Insurance. Trainer shall maintain at all times general liability insurance with coverage no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Trainer shall also maintain at all times Workers' Compensation Insurance covering all personnel employed as required by the Statutes and Administrative Regulations of the Commonwealth of Kentucky. Trainer shall, prior to admission to Keeneland's facilities and at any time upon request by Keeneland, furnish a certificate(s) evidencing proof of insurance coverage in accordance with the requirements set forth herein. Responsibility for the maintenance of appropriate horse mortality insurance vests with the Trainer and/or Owner, as the case may be as agreed between those parties. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer and/or Owner to multiple and substantial risks, including being excluded from Keeneland's premises. All certificates of insurance shall provide that Keeneland shall receive at least thirty (30) days advance notice by the insurer of any cancellation or material change in coverage. Owner and Trainer indemnify and hold Keeneland harmless against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the Trainer and/or Owner's failure to obtain insurance as appropriate and required by law.

12. Investigative Report. In making this application for stalls or to otherwise participate in Thoroughbred racing, it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are associated. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, which may be applicable. You have 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.

13. Cancellation of Races. Keeneland reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability, except for the return of fees as required by the KHRA Regulations. Nominations or the making of any entry to any of the Races is received with the understanding that Keeneland reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.

14. Stabling and Training Rules. Training on the Keeneland track will be allowed only at such times, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by Keeneland. Applications for stall allocations are received only with the understanding that Keeneland reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.

15. Miscellaneous. This Agreement will be effective with regard to Trainer's stabling during and/or participation in the race meeting specified on the opposite side hereof and Trainer's participation in any and all other race meetings and related activities or the non-seasonal use by Trainer of stall space. For purposes of this Agreement, whenever the word "Trainer" is used herein, it shall include the Trainer (and if Trainer is an agent/assistant to any Trainer, the principal for whom he is agent), all Owner(s) or horses controlled by Trainer, and their heirs, representatives, successors, next of kin and assigns; provided, however, that the rights and benefits of the Trainer under this Agreement are personal and no such right or benefit will be subject to voluntary or involuntary alienation, assignment or transfer. Trainer covenants that the Owner(s) have agreed to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request of Keeneland. Trainer will indemnify and hold Keeneland harmless from and against any claim or cause of action (including any expense incurred therewith, including reasonable attorneys' and other fees) that may be asserted by or on behalf of any person which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraphs. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

16. STALLS MAY NOT BE SUBLET WITHOUT PRIOR WRITTEN CONSENT OF KEENELAND OFFICIALS. In addition, no vacant stalls under lease may be used in order to allow horses to ship in for daily workouts.

To be Signed by Owner/Trainer

THE UNDERSIGNED OWNER/TRAINER HEREBY CERTIFIES THAT HE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS, AND IF SIGNED BY TRAINER, TRAINER HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) SO LISTED HEREON. HE HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

HORSES SHIPPED TO KEENELAND WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOTTED STALLS, THERE WILL BE NO SUBSTITUTION OF HORSES WITHOUT CONSENT OF THE RACING SECRETARY.

Dated this _____ day of _____ 20 _____.

To Be Signed By: Owner/Trainer
