

RETURN TO:

Stall Committee - Hollywood Gaming
at Mahoning Valley Racecourse
655 N Canfield Niles Rd
Youngstown, OH 44515
Email:
MVRStalls@pennentertainment.com
Fax #: 330-505-8661



MAHONING VALLEY RACE COURSE

**THIS FORM IS AN
APPLICATION ONLY**

**DO NOT SHIP WITHOUT
STALL CONFIRMATION**

STALL PRIVILEGE APPLICATION

FALL MEET Starting October 21, 2023

Please complete and return stall applications immediately

DEADLINE: Monday, September 11, 2023

ABSOLUTELY NO SUBSTITUTIONS OR ADDITIONAL HORSES WITHOUT PERMISSION

Applications will not be considered unless completed in full

NAME OF HORSE PLEASE PRINT CORRECTLY AND CLEARLY	SEX	AGE	Foaled	OHO	Maiden	Date	TRACK	NAME AND ADDRESS OF OWNERS (ALL PERSONS HAVING INTEREST) ★ PLEASE PRINT	Ready to Start Immediately
1.									
2.									
3.									
4.									
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22.									
23.									
24.									
25.									

★ **IMPORTANT:** OSRC regulations require the accurate listing of the permanent address of owner and trainer

TEXTCASTER

Mahoning Valley uses Textcaster to communicate information such as entries, track closings, and cancellations via text message.

 Check to Opt In *

*Standard Text Message Rates Apply

TRAINER: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CELL PHONE: () _____ **EMAIL:** _____

RACETRACK STABLED AT TIME OF APPLICATION: _____

**DO NOT FILL IN
PRIOR YEAR**

STALLS _____
STARTS _____
APP REC'D _____

NO DOGS ALLOWED ON THE GROUNDS

ALL HORSE TRAFFIC MUST ENTER ON 76 DRIVE!

Barn Area Opens Friday, October 6 at 8am

Track Opens for Training Saturday, October 7

 Check if Walker

Space is needed

6 or more stalls required.

A limited number of spaces are available for Private/Third Party Walking Machines

TERMS AND REGULATIONS FOR STALL PRIVILEGE APPLICATIONS

PLEASE READ CAREFULLY: Applicants agree to be subject to all Stable Area Rules and the Penn Entertainment/Hollywood Gaming at Mahoning Valley Race Course Racing Guide ("Racing Guide"), as well as the following:

1. This application seeks stall space for the Applicant for the Fall 2023/Winter Spring 2024 meeting of Youngstown Real Estate Ventures LLC ("Mahoning Valley") for the conduct of thoroughbred racing beginning October 2023 through April 2024. Applicant shall not be permitted to enter until approval of the Applicant is confirmed by Mahoning Valley.
2. The allocation of stalls is contingent on Applicant entering, and racing, horses granted stalls under this Agreement for eligible races at Mahoning Valley. Failure of horses granted stalls to enter and start in eligible races shall be regularly reviewed by the Racing Secretary and such stalls may be revoked in the sole discretion of Mahoning Valley.
3. The rules and regulations of the Ohio State Racing Commission ("OSRC"), Horseracing Integrity and Safety Authority ("HISA") and rights of Mahoning Valley as a private enterprise and licensor shall govern the conduct of this meeting and racing programs and shall apply to all the owners, trainers, their employees, respective agents and jockeys.
4. Mahoning Valley reserves the right to reject any entry, for any reason or no reason. Mahoning Valley may refuse admittance to or eject anyone with or without notice and with or without cause.
5. It is understood and agreed that approval of stall space does not constitute a lease of any space but is merely a revocable privilege granted by Mahoning Valley, only on the terms and conditions set forth in this application and the Racing Guide. Mahoning Valley reserves the unrestricted right to decline stall space, reduce the number of stalls allocated, or revoke this privilege at will, for any reason, or no reason, and to require any Applicant using stall space to vacate stalls and move all horses, equipment and personnel off the Mahoning Valley premises within three (3) days of receiving notice from Mahoning Valley.
6. Applicant understands and acknowledges that for any deceased horse removed from the property that is required to have a necropsy performed pursuant to HISA rule 2170, such necropsy costs shall be the responsibility of the Applicant. Applicant shall notify Mahoning Horsemen's Bookkeeper as to the party that will pay for necropsy costs (owner or trainer) and failure to pay for any costs under this section may result in revocation of some or all allocated stalls and/or racing privileges for that party. Cost of transport for deceased horses from the grounds of Mahoning Valley shall be paid by Mahoning Valley.
7. As directed by HISA, Mahoning Valley may impose a fee, at an amount determined by HISA, which shall be assessed to the owner of any horse which starts in a race at Mahoning Valley. Funds in the amount equal to the fee above must be in the owner's horsemen's bookkeeper account at time of entry or such entry shall not be accepted. Fees shall only be deducted should a horse be a starter in a race.
8. **REQUIREMENTS:**
 - a. **Physical or Digital Foal Certificates must be filed at the Racing Secretary's office upon arrival and approved by the Racing Secretary.**
 - b. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests while riding or exercising horses according to the requirements of the OSRC. **Caliente helmets are prohibited.**
 - c. Any change in trainers must be reported to the OSRC and the Racing Secretary immediately, along with the owner's and previous trainer's authorization. Any new trainer must execute and agree to be bound by this Application.
 - d. All horses (including ponies) are required to have a negative Coggins Test Certificate dated within the past 12 months, a Health Certificate dated within the past 5 days, proof of an influenza and equine herpes vaccination within the last 10 to 180 days, and proof of Eastern Equine Encephalitis, Western Equine Encephalitis, West Nile Virus, Rabies, and Tetanus vaccination within the previous 12 months.
 - e. All owners, trainers, jockeys and their employees must obtain a license issued by the OSRC and be registered with HISA. The OSRC license must be worn or produced on demand of any member of the OSRC, Mahoning Valley Security or officials of Mahoning Valley.
 - f. Prior to entry, all trainers and/or owners must provide a copy of current Worker's Compensation policy covering all of their employees, including exercise people, to the Racing Secretary.
 - g. Applicant's horses should arrive between the hours of 8:00 A.M. and 4:00 P.M. on date(s) indicated by the Racing Secretary to be able to be assigned their stalls and taken care of as quickly as possible. **HORSE TRAFFIC MUST ENTER ON 76 DRIVE. DO NOT SHIP IF STALL PRIVILEGES HAVE NOT BEEN CONFIRMED BY RACING SECRETARY.**
9. **DORMITORY:**
 - a. If Applicant is allotted bed(s) in the dormitory, Applicant agrees to pay \$5.00 per day per bed, not to exceed \$150.00 per month per bed allotted. (Dormitory rooms shall have two (2) beds each). A deposit of \$100 per bed shall be required at the time a bed is assigned to Applicant. Upon vacating, rooms must be left in suitable condition (i.e. empty and cleaned and keys, if any, returned). Failure to vacate room in satisfactory condition or by required time frame shall result in loss of deposit. Any person assigned bed(s) in dormitory is subject to all rules and regulations in place for dormitory, and a separate agreement covering dormitory rules may be required.
 - b. Applicant agrees to keep the stabling accommodation and any assigned dormitory bed(s) allotted to him/her in good, safe and clean condition at all times. Applicant consents to periodic inspection of any and all facilities allotted to him/her by Mahoning Valley, including any property of others which may be located in the facilities at any time, with or without notice. Any damages to facilities will be repaired by Mahoning Valley, and the Applicant agrees to be solely responsible for the cost of such repairs. A charge of \$50.00 per stall, feed room, shed row and \$100 per tack room shall be levied for failure to clean assigned stalls/feed rooms/tack rooms of all materials before end of Agreement.
10. **PROHIBITED:**
 - a. Firearms, fireworks or any explosive materials and any type of weapons are absolutely prohibited on the premises of Mahoning Valley.
 - b. No heating or cooking devices or heat lamps are permitted in barn areas or in dormitory (unless supplied by Mahoning Valley). No flammable liquids or materials are to be stored in the barns or dormitory.
 - c. The use, distribution or possession of alcoholic beverages is not permitted in the barn or dormitory areas.
 - d. No smoking or use of E-cigarettes is permitted in any barn or dormitory. Smoking is permitted only in designated areas.
 - e. Motorcycles, campers, house trailers, mobile homes and ATVs are not permitted in the stable area at any time. Applicant and his/her employees must follow all posted speed limits in barn area and park only in designated areas.
 - f. The use of sawdust or shavings is not permitted in any stalls. The only approved bedding material in stalls is straw. Applicant and his/her employees must place straw, manure and trash in designated receptacles and keep stalls and receptacles in acceptable condition.
 - g. No dogs are allowed on the premises of Mahoning Valley.
11. Any individual allotted a stall, tack room or dormitory room, and any individual or vehicle brought onto the grounds of Mahoning Valley, is subject to search by Mahoning Valley or its agents at any time.
12. Applicant acknowledges that allocation of stall privileges by Mahoning Valley pursuant to this application does not entitle, guarantee or grant any rights to Applicant to remain in possession of any allocated stalls or dorm beds, whether during the term of the Mahoning Valley meet or after the end of the Mahoning Valley meet.
13. **Applicant acknowledges and accepts that serious injuries (even death) or damages may occur as a part of activities associated with training, racing or any other equine-related activities at Mahoning Valley. Applicant assumes all risks of these activities, and Mahoning Valley bears no responsibility or liability for injuries or losses in connection with activities at Mahoning Valley.**
14. **By stabling and/or racing at Mahoning Valley, Applicant agrees to fully exonerate, indemnify, defend and hold harmless Youngstown Real Estate Ventures LLC, its parent companies, landlords, premises owners, all of their owners, agents, members, employees and affiliates from and against all claims, actions, demands, losses and damages arising out of or resulting from any activities at Mahoning Valley, and from and against all expenses incidental to the defense of any such claims, actions, demands, losses and damages, including costs and attorney's fees, based on or arising out of damage or injury to the Applicant or Applicant's employees or guests.**

By signing below, the Applicant accepts and unconditionally agrees to all terms, covenants and conditions on each side of this application, individually and on behalf of the owner(s) of any horse(s) in the custody of the Applicant.

Signature of Applicant

Date

Mahoning Valley Confirmation

Date