



P.O. Box 1130 • 230 Catherine Street  
 Fort Erie, Ontario, Canada, L2A 5N9  
 Phone: (905) 871-3200  
 1-800-295-3770  
 Fax: (905) 994-3628

# Fort Erie Race Track

## 2009 STALL APPLICATION CONTRACT

<b>Mailing Address:</b>	<b>Home Phone</b>	<b>Trainer's Name</b>
Street & Number	Barn Phone	
City	Cell Phone	Signature:
Province & Postal Code	E mail	Primary Veterinarian

I hereby apply for stabling accommodations at Fort Erie Race Track for the following horses:

No.	Name of Horse	Colour and Sex	Age	Class and Preferred Distance	Date of Last Start	DATE READY TO RACE	No. Wins Lifetime	Name of Owner <i>(Must correspond with Foal Certificate)</i>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
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**Important: Please read carefully the conditions on the reverse side of this form.  
 They may restrict your rights.**

In consideration of being allowed any stabling accommodation on the premises of Fort Erie Race Track

**I agree to the following terms and conditions:**

- 1.] **THE APPLICANT** agrees to abide by and comply with all the rules and regulations of the Ontario Racing Commission [ORC] and of Nordic Gaming Corporation, a.k.a Fort Erie Race Track - F.E.R.T.

**Nordic Gaming Corp. Policy Note:** In consideration of Nordic agreeing to permit any horse owner, trainer and their respective directors, officers, employees, principals, agents and guests, access to the premises and property of Nordic, the party executing the stall application and any entry form, on behalf of itself, its directors, officers, employees and guests and its principals and agents and their directors, officers, employees and guests (herein collectively "Persons") releases Nordic, its directors, officers, employees and agents from any direct or consequential claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever ("Loss"), which any such Person may pay, sustain or incur, including without limiting the generality of the foregoing, any Loss by reason of personal injury, damage to horses, or other property, including Losses related to racing purses and awards, whether or not such Loss results from or is caused by the negligence of Nordic, its directors, officers, employees and agents.

The trainer, owner and their respective servants, agents and employees hereby agree that all horses and property as aforesaid on the premises of Nordic Gaming Corp. shall be deemed, for the purposes of this subparagraph, to be within the sole and singular care, custody and control of the owner, trainer and their respective agents, servants and employees and, further, that Nordic Gaming Corp. shall not be responsible for the safety and well-being of the horses, horse owners, their trainers, their principals, agents, directors, officers, employees and guests while on Nordic Gaming Corp.'s premises.

- 2.] All Owners, Trainers and their employees must be licensed by the ORC AND ABIDE BY THEIR RULES.
- 3.] All **TRAINERS** at Fort Erie must have a **WSIB Clearance Certificate** covering their help & **IT MUST BE ON FILE WITH RACE OFFICE.**
- 4.] \* Maidens, Six years or older, will not be allowed stalls. No yearlings are permitted on the grounds.  
\* Horses aged 10 years or older who didn't WIN a race in the previous year of racing are not eligible for a stall.  
\* Stalls for two - year-olds will be allotted on a limited basis, at the discretion of the Stall Allocation Committee.
- 5.] Trainers are expected to start a minimum of seven starts per stall allotted over the course of the meet.
- 6.] **MOST RECENT PAST PERFORMANCES** for each horse must accompany the application.
- 7.] **FOAL PAPERS** must be presented to, & be on file with, the Race Office upon the horses' **ARRIVAL ON THE PROPERTY.** As per O.R.C. rule #29.08
- 8.] Stalls will be assigned to SPECIFIC horses on the application. NO SUBSTITUTIONS ARE ALLOWED WITHOUT THE PERMISSION OF THE RACING SECRETARY. Trainers are not allowed to LOAN stalls assigned to them.
- 9.] The applicant agrees to cooperate with the Racing Secretary in order to fully utilize the stabling facilities.
- 10.] Stalls **NOT OCCUPIED** within **10 DAYS** of the **START OF THE MEET**, may be reallocated.
- 11.] The only allowable bedding materials will be STRAW, PELLETS, SHAVINGS, and PEAT MOSS. All manure and bedding materials must be placed ONLY in containers designated by F.E.R.T.
- 12.] Trainers must leave their stalls cleaned out at the end of the season. Failure to do so will result in a \$50 'per stall' charge.
- 13.] A fee of \$1.50 per day, per stall, shall be charged as an environmental disposal charge. An account for payments of these charges must be maintained with the Horsepeople's Bookkeeper. **Payments must be made monthly.**
- 14.] The applicant agrees to keep the stabling accommodations and adjacent areas, as well as any "storage" or "living quarter" rooms, allotted to them, in good and clean condition. They also consent to inspection of such facilities without notice. Any damages to said accommodations will be billed to the applicant.
- 15.] The applicant, for his/her self, owners of horses in his/her custody, his/her agents and his/her employees, hereby assign to F.E.R.T. any and all rights to motion pictures, television and radio broadcasting, in connection with races or training at F.E.R.T.
- 16.] F.E.R.T. may refuse admittance to and/or eject anyone whom it considers undesirable, in accordance with the regulations of the ORC, and that party has no right to a statement of reasons thereof, or to any form of hearing thereon.
- 17.] **F.E.R.T. reserves the right to refuse any entry in any RACE.**
- 18.] It is understood that F.E.R.T. may assign stall space for any or none of the horses listed on this application. F.E.R.T. reserves the right to decline stall space OR revoke the allocation of any stalls, for any reason, at any time. Any trainer and their owners, given notice to vacate the stalls and other facilities they occupy, agree to do so, and to move any and all horses, equipment and personnel from the premises, within 48 hours after receiving written notice to vacate.
- 19.] Trainers must obtain **"IN"** and **"OUT" SLIPS** before any horses are shipped into or out of the track.

IN ORDER TO BE CONSIDERED, ALL APPLICATIONS MUST HAVE SIGNATURES **FRONT & BACK**, AND BE **DATED**.

WHEN APPLYING BY **FAX**, **BOTH SIDES** OF THIS APPLICATION MUST BE RETURNED.

**THE APPLICANT** UNDERSTANDS AND AGREES TO EXECUTE AN **'ACCESS RIGHT FORM'** IF REQUIRED, BEFORE ENTERING THE ASSOCIATION'S GROUNDS AND FURTHER AGREES TO ABIDE BY **F.E.R.T. RULES AND BACKSTRETCH POLICIES.**

**I, THE APPLICANT** HEREIN, CONFIRM THAT I HAVE READ CAREFULLY ALL OF THE CONDITIONS CONTAINED IN THIS APPLICATION AND FULLY UNDERSTAND AND AGREE TO ABIDE BY THEM.

SIGNED:

DATE:

FOR MYSELF, IF NAMED AS OWNER ON THE FRONT HEREOF, AND AS AUTHORIZED AGENT FOR EACH AND EVERY OWNER OF THE HORSES PROVIDED STABLING ACCOMMODATIONS BY F.E.R.T. AS A RESULT OF THE APPLICATION

**Mail or fax application:**

Mail: **NORDIC GAMING CORPORATION, P.O. Box 1130, Fort Erie, ON, L2A 5N9** Fax: **905-994-3628**  
Tom Gostlin, Racing Secretary 1-800-295-3770 ext. 3609 email: [tgostlin@forterieracetrack.ca](mailto:tgostlin@forterieracetrack.ca)

**NOTICE OF STABLING ACCEPTANCE WILL BE MAILED. DO NOT SHIP UNTIL YOU HAVE RECEIVED STALL CONFIRMATION.**