

Sports Creek Raceway

4290 Morrish Road • Swartz Creek, Michigan 48473 • (810) 635-3333

Stalls may only be assigned to horses on application. Stall Rent: \$100 per stall, per month. 1st month's rent must be submitted with this application. In the event your application is denied, your check will be returned.

Stall Application Nov. 27, 2009 – Feb. 7, 2010

2010 dates are tentative

Only completed and signed applications will be considered.

All participating Horsemen
Must have current USTA &
Michigan licenses.

Stall Applications Must Be Received by Friday, November 13, 2009

Name of Horse	Sex	Age	Gait	MOB	Owner
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

Please circle request: A.) Stalls on Ground B.) Ship In / Stalls will be allotted to current MHHA & USTA

Attention Horsemen: Attach last program chart for all horses for which stalls are required. No stalls will be considered unless program charts are attached. Be sure to have confirmation of stall space before shipping to Sports Creek Raceway.

Ship in only _____

*Entered By _____

Please Type or Print

Stalls on Grounds _____

Signature X _____

Arrival Date _____

Address _____

Departure Date _____

Phone Number (___ ___) _____

***Read All Conditions on Reverse Side and Sign**
Applications containing falsified or inaccurate information will be rejected.

**Stalls Assigned at Sports Creek Raceway are Assigned
Under the Following Conditions, the Acceptance of which
is Indicated by Your Application for Space.**

1. No horse named in the application will be admitted unless:
(a) this application is accepted by Sports Creek Raceway
(b) it is accompanied by a proof of negative Coggins test since December 1, 2007
(c) it is accompanied by a proof of EHV (Rhino) Vaccination by a licensed veterinarian within 6 months.
(d) it is accompanied by \$100 per stall rent check for the 1st month.
2. Stalls will be assigned to individual horses. Stalls shall be vacated upon request and all horses, equipment, and personnel shall be removed from the grounds within 24 hours after such request and in any event, within 48 hours after the end of the race meeting. Failure to abide by either of these conditions will constitute an authorization to Sports Creek Raceway to van the horse to an off-track location of its choice. Costs of transportation, groom care and boarding will be chargeable to the owner or trainer, and Sports Creek Raceway shall have the lien upon the horse for payment of such charges provided by MCLA 570.185.
3. Stalls not occupied by December 7, 2009 shall automatically revert back to Sports Creek Raceway and the allotment considered void.
4. Applicant on his own behalf and as agent for any horse owner receiving stall space or upon entering horses for racing purposes, agrees that he and his principals shall be bound by all the terms and conditions of any written agreement between the track and the MICHIGAN HARNESS HORSEMEN'S ASSOCIATION, including, but not limited to the distribution of purse money to said Association for Insurance, Welfare, Administration or any other contractual purposes; and further, the applicant or his principals agree to said contractual agreement although they may not be members of the Association and may not benefit directly or indirectly.
5. All ship-in stalls will be approved and assigned by *horse only*, and not by owner or trainer. All trainers shipping in must have a ship-in stall application on file with the Association.
6. Michigan Harness Racing Commission Rule 1035 in part reads:
 - (a) Application for an occupational license means consent and agreement by the applicant, upon application and for the duration of the occupational license, if issued, to all of the following conditions precedent;
 - (b) That all representations on the application filed are complete and correct and, when required by the commissioner, are accompanied by fingerprint identification, proof of worker's compensation insurance, or certification of professional licensing and any other information the commissioner considers necessary and proper.
7. Sports Creek Raceway reserves the right to reject any entry, change the order of the program, place in eligible class if entered wrong, and to declare off any event not filling satisfactorily.
8. Sports Creek Raceway reserves the right to require five (5) separate interests in all late or early closing events. In the event five (5) separate interests do not enter, an event may be called off or other event substituted.
9. Entrance to the grounds may be denied anyone without a security badge visible on their person.
10. Passes issued are ONLY for person named, and misuse of the pass can result in cancellation without further notice as well as denied further entrance to grounds.
11. No cars will be permitted in restrictive areas of the stable area and no dogs will be permitted anywhere on the grounds.
12. The defacing, destruction or damage of any property leased or owned by Sports Creek Raceway shall be grounds for expulsion and the person responsible agrees to indemnify Sports Creek Raceway for any repairs or replacements.
13. The undersigned, for himself and his principal(s) employer(s), agent(s), employee(s) and independent contractor(s):
 - a) Assumes all risk of loss, damage or injury to any persons, animals or other property on the grounds of Sports Creek Raceway and will indemnify and hold Sports Creek Raceway harmless from any claims for damages arising therefrom;
 - b) Waives all rights incident to photographic or television production in connection with any race, preparations therefore, or proceedings thereafter.
 - c) Authorizes the search with or without cause without a search warrant on any allotted stall or bunk room and the person and vehicle on the grounds owned, driven by or admitted at the invitation of any of them and seizure of any drug or mechanical device usable to stimulate or depress any horse.
14. Stall rent of \$100 per stall, per month, will be charged for each stall allocated. Stall rent is due by the first day of each month. Failure to pay rent on time may result in loss of backstretch & racing privileges.
15. For your insurance protection, all horses stalled on our premises must wear halters at all times.
16. Stables and the areas around the manure bins are to be clean, raked and swept at all times. Absolutely no cleaning out of vehicles or trailers while on race track property.
17. Sports Creek Raceway reserves the right to accept or reject this application in whole or in part.
18. All drivers & trainers must be approved by management & MHHA in order to compete at the Sports Creek Raceway race meet and must have on file with track

THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL 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.

Date: _____

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.