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AGENDA
CALIFORNIA AUTHORITY OF RACING FAIRS
BOARD OF DIRECTORS MEETING
JOHN ALKIRE, CHAIR
12:30 P.M., TUESDAY, APRIL 3, 2012

Notice is hereby given that a meeting of the California Authority of Racing Fairs' Board of Directors will commence at 12:30 p.m., Tuesday, April 3, 2012. The meeting will be held in Sacramento.

AGENDA

- I. Date, time and location of next meeting: May 1, 2012
- II. Approval of minutes.
- III. Report, discussion and action, if any, on Legislative program for 2012 and beyond.
- IV. Report, discussion and action, if any, on extension to Totalisator contract.
- V. Report on 2012 Horsemen's Agreements.
- VI. Report and discussion on preparation of and deadlines for CHRB racing license applications.
- VII. Report, discussion and action, if any, on CARF Track Safety and Maintenance Program.
- VIII. Historical report: Jumbo Tron at Fair racetracks.
- IX. Financials
- X. Executive Director's Report



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NOTICE
CALIFORNIA AUTHORITY OF RACING FAIRS
BOARD OF DIRECTORS MEETING
JOHN ALKIRE, CHAIR
12:30 P.M., TUESDAY, APRIL 3, 2012
VIA TELECONFERENCE

Notice is hereby given that a meeting of the California Authority of Racing Fairs' Board of Directors will commence at 12:30 p.m., Tuesday, April 3, 2012. The meeting will be held at the CARF Conference Room located at 1776 Tribute Road, Sacramento, California 95815.

CARF Board of Directors Meeting
Toll Free Dial In Number: (800) 791-2345
Participant Code: 83711 #
Via Teleconference

The Public and members of the California Authority of Racing Fairs Board of Directors may participate from the following locations:

Alameda County Fair
4501 Pleasanton Avenue
Pleasanton, CA 94566

National Orange Show
689 South E Street
San Bernardino, CA 92408

Solano County Fair
900 Fairgrounds Drive
Vallejo, CA 94589

Antelope Valley Fair
2551 West Ave. H, Suite 102
Lancaster, CA 93536

Riverside National Date Festival
46-350 Arabia Street
Indio, CA 92201

Sonoma County Fair
1350 Bennett Valley Road
Santa Rosa, CA 95404

The Big Fresno Fair
1121 S. Chance Avenue
Fresno, CA 93702

San Bernardino Co. Fair
14800 Seventh Street
Victorville, CA 92395

Southern CA Fair
18700 Lake Perris Dr.
Perris, CA 92570

California State Fair
1600 Exposition Blvd.
Sacramento, CA 95815

San Joaquin Fair
1658 S. Airport Way
Stockton, CA 95206

Stanislaus County
900 North Broadway
Turlock, CA 95380

Humboldt County Fair
1250 5th Street
Ferndale, CA 95536

Shasta District Fair
1890 Briggs Street
Anderson, CA 96007

Tulare County Fair
215 Martin Luther King
Tulare, CA 93274

Kern County Fair
1142 South P Street
Bakersfield, CA 93307

Monterey County Fair
2004 Fairground Road
Monterey, CA 93940

Ventura County Fair
10 West Harbor Blvd
Ventura, CA 93001-2706

CALIFORNIA AUTHORITY OF RACING FAIRS

Board of Directors

Tuesday, March 6, 2012

MINUTES

A teleconference meeting of the California Authority of Racing Fairs Board of Directors was held at 12:30 P.M., Tuesday, March 6, 2012. The meeting was hosted at the California Authority of Racing Fairs Board Room, 1776 Tribute Road, Sacramento, California, 95815.

CARF Board Members joining: John Alkire, Norb Bartosik and Rick Pickering. Joining by conference call: Chris Borovansky, Dan Jacobs, Mike Paluszak and Kelly Violini.

Staff and Guests joining: Christopher Korby, Larry Swartzlander, Heather Haviland, Tom Doutrich, Amelia White, Raechelle Gibbons, Rebecca Desmond and Richard Lewis. Joining by conference call: Louie Brown.

Agenda Item 1 – Date, Time and Location of Next Meeting. The next CARF Board of Directors meeting is scheduled for April 3, 2012 in Sacramento.

Agenda Item 2 – Approval of Minutes. Ms. Violini approved the minutes as presented. Mr. Pickering second, unanimously approved.

Agenda Item 3 – Report, Discussion and Action, if any, on Legislative Program for 2012 and Beyond. Mr. Brown reported that all bills have been introduced for the 2012 legislative session. On Feb. 23 and 24 alone, more than 1,100 bills were introduced, many of which are spot bills. Legislative staff is in the process of reviewing 20 bills that have been identified as racing/gaming related. Staff will provide recommended positions as the bills are reviewed.

Both CARF sponsored bills were introduced. SB 1227, authored by Senator Gloria Negrete McLeod, provides license fee relief to live racing Fairs. Senator Tom Berryhill authored SB 1418 which will eliminate date restrictions for combined race meets at Fairs.

The Internet gaming bill SB 1463 by Senators Wright and Steinberg will ultimately be the vehicle for discussions regarding Internet poker. The bill's language is currently very broad and covers all Internet gaming and stipulates a license fee of \$35 million with unlimited licenses from a limited pool of entities (casinos, card rooms, ADW providers and owners/horsemen's organizations). The racing industry is working together closely to determine the correct approach moving forward. Right now, the industry seems to be leaning toward an oppose position simply because so much of the language needs to be reworked.

The WFA CFA governance bill, AB 2345 (Ma), was introduced as a spot bill with intent language. Stakeholders will be meeting soon to discuss the language that should be used once the bill is eligible to be amended.

Mr. Korby stated that he has reviewed SB 1463 and sees little in the bill that Fairs or the Racing Industry can support. Fairs are not mentioned in the bill and many of the conditions that the racing industry was requesting were not met. Mr. Korby requested Board approval to express opposition to the bill at a time that he and Mr. Brown would deem appropriate.

Mr. Pickering moved that Mr. Korby and Mr. Brown, in alliance with the racing industry, take an opposed position regarding the current language in SB 1463. Mr. Bartosik seconded, unanimously approved.

Mr. Pickering stated that there was interest in forming a meeting between WFA, CFA and CARF to discuss the 2012 legislative cycle and determine areas of joint support and opposition. Mr. Alkire thanked Mr. Pickering for heading up that effort.

Agenda Item 4 – Report on CMC Report to CHRB. Mr. Korby reported that the California Marketing Committee (CMC) Report to the CHRB, prepared in the CARF offices on behalf of CMC, is included in the meeting packets. In the past, the CHRB has requested a full annual report from the CMC which has never truly been furnished.

Mr. Korby stated that as Co-Chair of the CMC he felt an obligation to provide the CHRB Directors with a comprehensive report that is entirely transparent and details the projects that CMC funds on behalf of horse racing. The report was well received by CMC Directors and CHRB Commissioners.

Agenda Item 5 – Financials. Mr. Korby reported that financials are included in the meeting packet.

Mr. Korby reported that Rick Wood is currently on leave from CFSA. CARF has a long-standing relationship outsourcing accounting functions to CFSA and Mr. Korby is working with CFSA staff to ensure that CARF's accounts are whole and that financial oversight and accounting administration needs are met moving forward.

Mr. Jacobs stated that the Finance Committee is in the process of reviewing accounting policies and controls that pertain to the agency to ensure that CARF's accounting functions are operationally correct.

Agenda Item 6 – Executive Director's Report. No report.

Respectfully submitted,
Heather Haviland

CA Authority of Racing Fairs Legislative Report - Last 10 Days 3/23/2012

[AB 2518](#) (Hall) Gambling: Gambling Control Act. (1-02/24/2012 [html](#) [pdf](#))

Status: 03/19/2012-Referred to Com. on G.O.

Current Location: 03/19/2012-A G.O.

Digest: The Gambling Control Act provides for the licensure of certain individuals and establishments involved in various gambling activities, and for the regulation of those activities, by the California Gambling Control Commission. Existing law authorizes the commission, for any cause deemed reasonable by the commission, to deny any application for a license, permit, or approval, to limit, condition, or restrict any license, permit, or approval, or to impose any fine upon any person licensed or approved. For purposes of the act, existing law defines applicant as any person who has applied for, or is about to apply for, a state gambling license, or other licenses, permits, or approvals, as specified.

This bill would revise the definition of "applicant" to no longer include any person who is about to apply for a state gambling license, or other licenses, permits, or approvals, as specified.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

Laws: An act to amend Section 19805 of the Business and Professions Code, relating to gambling.

History:

Mar. 19 Referred to Com. on G.O.

Feb. 27 Read first time.

Feb. 26 From printer. May be heard in committee March 27.

Feb. 24 Introduced. To print.

Organization

CARF

[AB 2520](#) (Hall) Horse racing: harness or quarter horses. (1-02/24/2012 [html](#) [pdf](#))

Status: 03/19/2012-Referred to Com. on G.O.

Current Location: 03/19/2012-A G.O.

Digest: Under existing law, the California Board of Horse Racing may authorize a harness or quarter horse association conducting a horse race to accept wagers on the results of out-of-state, out-of-country, and other designated harness or quarter horse races, if specified conditions are met, including that the association conducts at least 7 live races and imports not more than 8 races on live racing days.

This bill would revise that provision to instead permit the association to import not more than 10 races on live racing days.

Under existing law, revenues distributed to the state from horse racing are required to be deposited in the Fair and Exposition Fund and, unless otherwise appropriated are continuously appropriated to the Secretary of Food and Agriculture for various regulatory and general governmental purposes. By providing for the importation of additional out-of-state and out-of-country races, this bill would authorize additional wagering, and would increase the amount of continuously appropriated license fees, thereby making an appropriation.

Vote: 2/3. Appropriation: yes. Fiscal committee: yes. State-mandated local program: no.

Laws: An act to amend Section 19596.1 of the Business and Professions Code, relating to horse racing, and making an appropriation therefor.

History:

Mar. 19 Referred to Com. on G.O.
Feb. 27 Read first time.
Feb. 26 From printer. May be heard in committee March 27.
Feb. 24 Introduced. To print.

Organization
CARF

AB 2526 (Hall) Gambling: Gambling Control Act. (1-02/24/2012 [html](#) [pdf](#))

Status: 03/19/2012-Referred to Com. on G.O.

Current Location: 03/19/2012-A G.O.

Digest: The Gambling Control Act provides for the licensure of certain individuals and establishments involved in various gambling activities, and for the regulation of those activities, by the California Gambling Control Commission. For purposes of the act, existing law defines key employee as any natural person employed in the operation of a gambling enterprise in a supervisory capacity or empowered to make discretionary decisions that regulate gambling operations, including, among others, pit bosses, shift bosses, credit executives, cashier operations supervisors, gambling operation managers and assistant managers, and other managers, as specified.

This bill would revise the definition of key employee to mean any natural person employed in the operation of a gambling enterprise in a supervisory capacity or empowered to make discretionary decisions with regard to gambling operations, including, shift managers, credit executives, cashier operations supervisors, gambling operation managers and assistant managers, managers or supervisors of security employees, surveillance managers or supervisors, or any other natural person designated as a key employee, as specified.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

Laws: An act to amend Section 19805 of the Business and Professions Code, relating to gambling.

History:

Mar. 19 Referred to Com. on G.O.
Feb. 27 Read first time.
Feb. 26 From printer. May be heard in committee March 27.
Feb. 24 Introduced. To print.

Organization
CARF

AB 2542 (Norby) California State Lottery. (1-02/24/2012 [html](#) [pdf](#))

Status: 03/19/2012-Referred to Com. on G.O.

Current Location: 03/19/2012-A G.O.

Digest: The California State Lottery Act of 1984, enacted by initiative, authorizes the California State Lottery and provides for its operation and administration by the California State Lottery Commission and the Director of the California State Lottery, with certain limitations. The act requires the director to make an ongoing study of the operation and the administration of the lotteries that may be in operation in other states or countries, of available literature on the subject, of federal laws that may affect the operation of the lottery, and of the reaction of citizens of the state to existing or proposed features in lottery games, with a view toward recommending improvements that will tend to serve the purposes of the act. The director is also authorized to make recommendations to the commission, the Governor, and the Legislature on any matters concerning the secure and efficient operation and administration of

the lottery and the convenience of the purchasers of tickets and shares.

This bill would require the director, on or before April 1, 2013, to issue a request for information soliciting ideas for enhancing the integration of lottery functions with the goal of increasing the efficiency of the lottery operation, revenues, and contribution to public education.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

Laws: An act to add Section 8880.40.5 to the Government Code, relating to the California State Lottery.

History:

Mar. 19 Referred to Com. on G.O.

Feb. 27 Read first time.

Feb. 26 From printer. May be heard in committee March 27.

Feb. 24 Introduced. To print.

Organization

CARF

SB 1227 **(Negrete McLeod) Horse racing: parimutuel pool funds.** (I-02/23/2012 [html](#) [pdf](#))

Status: 03/20/2012-Set for hearing March 27.

Current Location: 03/08/2012-S G.O.

Calendar Events: 03/27/12 9:30 a.m. - John L. Burton Hearing Room (4203) SEN GOVERNMENTAL ORGANIZATION

Digest: Existing law, the Horse Racing Law, generally regulates horse racing and vests the administration and enforcement of the Horse Racing Law in the California Horse Racing Board. A violation of the act, where no other penalty is expressed, is a misdemeanor.

Existing law requires every association that conducts a racing meeting to deduct 15% of the total amount handled in conventional parimutuel pool and 16.75% of the total amount handled in exotic parimutuel pools and to distribute the moneys as specified. Existing law requires any fair racing association to additionally deduct 1% from the total amount handled in its daily conventional and exotic parimutuel pools, and provides for the deposit of the moneys in the Fair and Exposition Fund, a continuously appropriated fund, for expenditure for the construction or operation of recreational and cultural facilities of general public interest.

This bill would instead require that the 1% deducted from the total amount handled in its daily conventional and exotic parimutuel pools be distributed to the fair that conducted the racing meeting and to the horsemen and horsewomen who participated in the racing meeting. The bill would specify that 50% of this amount, would be payable to the fair as commissions, and 50% to the horsemen and horsewomen as purses. Because a violation of these provisions would be a crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: yes. Fiscal committee: yes. State-mandated local program: yes.

Laws: An act to amend Section 19614 of the Business and Professions Code, relating to horse racing, and making an appropriation therefor.

History:

Mar. 20 Set for hearing March 27.

Mar. 8 Referred to Com. on G.O.

Feb. 24 From printer. May be acted upon on or after March 25.

Feb. 23 Introduced. Read first time. To Com. on RLS. for assignment. To print.

Organization
CARF

Position
Sponsor

SB 1390 (Wright) Sports wagering. (I-02/24/2012 [html](#) [pdf](#))

Status: 03/21/2012-Set for hearing April 10.

Current Location: 03/08/2012-S G.O.

Calendar Events: 04/10/12 9:30 a.m. - John L. Burton Hearing Room (4203) SEN
GOVERNMENTAL ORGANIZATION

Digest: The California Constitution prohibits various gaming activities within the state, including casino-style gaming, but authorizes the Governor, subject to ratification by the Legislature, to negotiate and conclude compacts for the operation of slot machines and the conduct of lottery games and banking and percentage card games by federally recognized Indian tribes on Indian lands in California in accordance with federal law. The California Constitution also authorizes the Legislature to provide for the regulation of horse racing, charitable bingo games, the California State Lottery, and charitable raffles.

Existing law prohibits a person, whether or not for gain, hire, or reward, from making a betting pool or placing a bet or wager on the result of any contest or event, including a sporting event, as specified.

The Gambling Control Act provides for the licensure of certain individuals and establishments that conduct controlled games, as defined, and for the regulation of these gambling activities by the California Gambling Control Commission. Existing law provides for the enforcement of those regulations by the Department of Justice. Any violation of these provisions is punishable as a misdemeanor, as specified.

The Horse Racing Law provides for the licensure of every person who participates in, or has anything to do with, the racing of horses, and every employee of a parimutuel department by the California Horse Racing Board. The board is responsible for adopting rules and regulations for the protection of the public, the control of horse racing, and parimutuel wagering, as well as enforcing all laws, rules, and regulations dealing with horse racing and parimutuel wagering.

The law permits the board to authorize an association licensed to conduct a racing meeting to also operate a satellite wagering facility at its racetrack inclosure, and for fairs to locate a satellite wagering facility at their fairgrounds, under specified conditions. Any violation of these provisions is punishable as a misdemeanor.

This bill would authorize the owner or operator of a gambling establishment, horse racing track, or satellite wagering facility, with a current license, to conduct wagering on professional and collegiate sports or athletic events by applying to its respective licensing authority for authorization to conduct sports wagering. The bill would require the commission and the board to adopt regulations to implement these provisions. The bill would require the Department of Justice to make investigations related to authorization of applicants and alleged violations of these provisions. Any violation of the provisions would be punishable as a crime. By creating a new crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

Laws: An act to add Chapter 4.7 (commencing with Section 19750) to Division 8 of the Business and Professions Code, and to amend Sections 336.9 and 337a of the Penal Code, relating to sports wagering.

History:

Mar. 21 Set for hearing April 10.

Mar. 8 Referred to Com. on G.O.

Feb. 27 Read first time.

Feb. 25 From printer. May be acted upon on or after March 26.
Feb. 24 Introduced. To Com. on RLS. for assignment. To print.

Organization
CARF

SB 1418 **(Berryhill) Horse racing: mixed breed meetings.** (I-02/24/2012 [html](#) [pdf](#))

Status: 03/22/2012-Referred to Com. on G.O.

Current Location: 03/22/2012-S G.O.

Digest: Existing law, the Horse Racing Law, vests jurisdiction and supervision over horse racing meetings where wagering is held or conducted on the results of those races in the California Horse Racing Board. Existing law authorizes the board to allocate racing weeks to an applicant and to specify the racing days, dates, and hours for horse racing meetings as will be in the public interest and will serve the purposes of the law. Existing law limits the allocation of dates for mixed breed meetings and combined fair horse racing meetings to between June 1 and October 31. Existing law prohibits the allocation of days for a mixed breed meeting or a combined fair horse racing meeting during the month of June at the California Exposition and State Fair if a standardbred meeting is being conducted at that facility during that month. Existing law also requires that the mixed breed meetings be conducted by an entity other than the California Exposition and State Fair as specified, and that the meeting encourage the racing of emerging breeds of horses.

This bill would authorize combined fair horse racing meetings throughout the year. The bill would delete the prohibition against the allocation of days for a mixed breed meeting or a combined fair horse racing meeting during the month of June at the California Exposition and State Fair if a standardbred meeting is being conducted at that facility during that month. The bill would also delete the requirement that the mixed breed meetings be conducted by an entity other than the California Exposition and State Fair, as specified, and that the mixed breed meetings encourage the racing of emerging breeds of horses.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

Laws: An act to amend Section 19549.1 of the Business and Professions Code, relating to horse racing.

History:

Mar. 22 Referred to Com. on G.O.

Feb. 27 Read first time.

Feb. 25 From printer. May be acted upon on or after March 26.

Feb. 24 Introduced. To Com. on RLS. for assignment. To print.

Organization
CARF

Position
Sponsor

SB 1463 **(Wright) Internet gambling.** (I-02/24/2012 [html](#) [pdf](#))

Status: 03/22/2012-Referred to Com. on G.O.

Current Location: 03/22/2012-S G.O.

Digest: The Gambling Control Act provides for the licensure of certain individuals and establishments that conduct controlled games, as defined, and for the regulation of these gambling activities by the California Gambling Control Commission. The Department of Justice has related investigatory and enforcement duties under the act. Any violation of these provisions is punishable as a misdemeanor, as specified.

This bill would establish a framework to authorize intrastate Internet gambling, as specified. The bill would authorize eligible entities to apply to the department for a 10-year license to

operate an intrastate Internet gambling Web site offering the play of authorized gambling games to registered players within California. The bill would prohibit the offer or play of any gambling game provided over the Internet that is not authorized by the state pursuant to this bill. The bill would provide that any violation of its provisions is punishable as a misdemeanor. By creating a new crime, this bill would impose a state-mandated local program.

The bill would require a license applicant to pay an application fee to the department, for deposit into the Internet Gambling Licensing Fund, as created by the bill, to be continuously appropriated to the department for the reasonably anticipated costs of investigating the applicant. The bill would also create the Internet Gambling Fund, for the deposit of an unspecified regulatory fee, which would be administered by the Controller subject to annual appropriation by the Legislature for the actual costs of license oversight, consumer protection, state regulation, problem gambling programs, and other purposes related to this bill, and which would not be subject to the formulas established by statute directing expenditures from the General Fund. The bill would require each licensee to pay a nonrefundable license fee in the amount of \$30,000,000 for deposit in the General Fund. The license fee would be credited against monthly fees imposed on the licensee's gross gaming revenue proceeds, as specified. Existing law provides that a statute that imposes a requirement that a state agency submit a periodic report to the Legislature is inoperative on a date 4 years after the date the first report is due.

This bill would require the department, notwithstanding that requirement, in consultation with the commission, the Treasurer, and the Franchise Tax Board, to issue a report to the Legislature describing the state's efforts to meet the policy goals articulated in this bill within one year of the operative date of this bill and, annually, thereafter.

The bill would also require the Bureau of State Audits, 2 years after the issue date of any license by the state, but no later than 3 years after that date, to issue a report to the Legislature detailing the implementation of this bill, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3. Appropriation: yes. Fiscal committee: yes. State-mandated local program: yes.

Laws: An act to add Chapter 5.2 (commencing with Section 19990.01) to Division 8 of, and to repeal Sections 19990.235 and 19990.96 of, the Business and Professions Code, relating to Internet gambling, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

History:

Mar. 22 Referred to Com. on G.O.

Feb. 27 Read first time.

Feb. 25 From printer. May be acted upon on or after March 26.

Feb. 24 Introduced. To Com. on RLS. for assignment. To print.

Organization

CARF

[SB 1523](#) (Strickland) Horse racing: fund for retired race horses. (1-02/24/2012 [html](#) [pdf](#))

Status: 03/22/2012-Referred to Com. on G.O.

Current Location: 03/22/2012-S G.O.

Digest: Existing law, the Horse Racing Law, generally regulates horse racing and vests the administration and enforcement of the Horse Racing Law in the California Horse Racing Board. Existing law provides that all money representing penalties or fines imposed by the stewards of a horse race meeting shall be collected by the licensee of the meeting and paid to the board

within 10 days after its close. Existing law requires the board to deposit the money in the State Treasury to the credit of the General Fund. Existing law also requires that various fees are payable to the state as license fees, such as the fees imposed upon fair associations for every live racing meeting conducted by the associations.

This bill would require the board to deposit all money representing penalties or fines imposed by the stewards of a horse race meeting and all money representing license fees paid to the board into the Fund for Retired California Race Horses, which would be established by the bill as a continuously appropriated fund, thereby making an appropriation. The bill would require the board to adopt regulations for the management and distribution of funds deposited in the Fund for Retired California Race Horses that would establish a grant request process under which a portion of the funds collected would be allocated to nonprofit organizations that operate rehabilitation and retirement facilities located in this state for the care of retired California race horses. The bill would also authorize the board to enter into an agreement with the Department of Corrections and Rehabilitation for the rehabilitation and retraining of retired California race horses.

Vote: 2/3. Appropriation: yes. Fiscal committee: yes. State-mandated local program: no.

Laws: An act to amend Section 19640 of the Business and Professions Code, relating to horse racing, and making an appropriation therefor.

History:

Mar. 22 Referred to Com. on G.O.

Feb. 27 Read first time.

Feb. 26 From printer. May be acted upon on or after March 27.

Feb. 24 Introduced. To Com. on RLS. for assignment. To print.

Organization

CARF

Total Position Forms: 9

Introduced by Senator Negrete McLeodFebruary 23, 2012

An act to amend Section 19614 of the Business and Professions Code, relating to horse racing, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

SB 1227, as introduced, Negrete McLeod. Horse racing: parimutuel pool funds.

Existing law, the Horse Racing Law, generally regulates horse racing and vests the administration and enforcement of the Horse Racing Law in the California Horse Racing Board. A violation of the act, where no other penalty is expressed, is a misdemeanor.

Existing law requires every association that conducts a racing meeting to deduct 15% of the total amount handled in conventional parimutuel pool and 16.75% of the total amount handled in exotic parimutuel pools and to distribute the moneys as specified. Existing law requires any fair racing association to additionally deduct 1% from the total amount handled in its daily conventional and exotic parimutuel pools, and provides for the deposit of the moneys in the Fair and Exposition Fund, a continuously appropriated fund, for expenditure for the construction or operation of recreational and cultural facilities of general public interest.

This bill would instead require that the 1% deducted from the total amount handled in its daily conventional and exotic parimutuel pools be distributed to the fair that conducted the racing meeting and to the horsemen and horsewomen who participated in the racing meeting. The bill would specify that 50% of this amount, would be payable to the fair as commissions, and 50% to the horsemen and horsewomen as

purses. Because a violation of these provisions would be a crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: yes. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 19614 of the Business and Professions
2 Code is amended to read:

3 19614. (a) Notwithstanding Sections 19611 and 19612, and
4 except for an association that qualifies pursuant to Section 19612.6,
5 for a fair conducting a live racing meeting, 1 percent of the total
6 amount handled on live races, excluding wagering at a satellite
7 facility, shall be retained by the fair association for payment to the
8 state as a license fee.

9 (b) Additionally, 0.48 percent of the total amount handled on
10 live racing, excluding wagering at a satellite facility, shall be
11 deposited with the official registering agency pursuant to
12 subdivision (a) of Section 19617.2, and shall thereafter be
13 distributed in accordance with subdivisions (b), (c), and (d) of
14 Section 19617.2.

15 (c) After distribution of the applicable amounts as set forth in
16 subdivisions (a) and (b) and the payments made pursuant to other
17 relevant sections of this chapter, all funds remaining from the
18 deductions provided in Section 19610 shall be distributed 47.5
19 percent as commissions and 52.5 percent as purses. From the
20 amount distributed as thoroughbred purses, a sum equal to 0.07
21 percent of the total handle shall be held by the association to be
22 deposited with the official registering agency pursuant to
23 subdivision (a) of Section 19617.2, and shall thereafter be
24 distributed in accordance with subdivisions (b), (c), and (d) of
25 Section 19617.2.

26 Any additional amount generated for purses and not distributed
27 during the previous corresponding meeting shall be added to the
28 purses at the current meeting.

1 (d) In addition to the amounts deducted pursuant to Section
2 19610, any fair racing association shall deduct 1 percent from the
3 total amount handled in its daily conventional and exotic
4 parimutuel pools. The additional 1 percent shall be ~~deposited in~~
5 ~~the Fair and Exposition Fund and is hereby appropriated for the~~
6 ~~purposes specified in Section 19630.~~ *distributed to the fair that*
7 *conducted the racing meeting and to the horsemen and*
8 *horsewomen who participated in the racing meeting as follows:*

- 9 (1) *Fifty percent to the fair as commissions.*
10 (2) *Fifty percent to the horsemen and horsewomen as purses.*

11 SEC. 2. No reimbursement is required by this act pursuant to
12 Section 6 of Article XIII B of the California Constitution because
13 the only costs that may be incurred by a local agency or school
14 district will be incurred because this act creates a new crime or
15 infraction, eliminates a crime or infraction, or changes the penalty
16 for a crime or infraction, within the meaning of Section 17556 of
17 the Government Code, or changes the definition of a crime within
18 the meaning of Section 6 of Article XIII B of the California
19 Constitution.

CURRENT BILL STATUS

MEASURE : S.B. No. 1227
AUTHOR(S) : Negrete McLeod.
TOPIC : Horse racing: parimutuel pool funds.
HOUSE LOCATION : SEN

TYPE OF BILL :
Active
Non-Urgency
Appropriations
Majority Vote Required
State-Mandated Local Program
Fiscal
Non-Tax Levy

LAST HIST. ACT. DATE: 03/27/2012
LAST HIST. ACTION : From committee: Do pass and re-refer to Com. on APPR.
(Ayes 10. Noes 0.) (March 27). Re-referred to Com. on
APPR.

COMM. LOCATION : SEN APPROPRIATIONS

TITLE : An act to amend Section 19614 of the Business and
Professions Code, relating to horse racing, and making
an appropriation therefor.

Subject: FW: Multiple Tote Systems
Attachments: Single Statewide Tote-Considerations-Maddy-1991.doc; Considerations Regarding Multiple Tote Systems in CA-DRAFT-CK-Oct26-2011.pdf

----- Original Message -----

From: [Christopher Korby](#)

To: [Mike Ernst](#) ; [Rick English](#) ; [Josh Rubinstein](#) ; [Thurman, Bernie](#) ; [jack liebau](#) ; [Greg Avioli](#) ; [George Haines \(E-mail\)](#)

Sent: March 07, 2012 6:57 PM

Subject: Re: Multiple Tote Systems

All,

Forwarding some thoughts and considerations related to the prospect of multiple tote systems operating in CA and the SCOTWInc Board discussion last Friday regarding extension of our current tote agreement. The first attached document was first circulated in November of last year when we began discussions about whether or not to extend Autotote/Sport Tech's contract.

It's worth noting that California has had experience with multiple tote systems operating simultaneously in the early '90's, when Autotote, United Tote and AmTote all had concurrent contracts in CA with different racing associations. During that period, some satellites actually had three different sets of terminals in operation side-by-side. This configuration created many problems and a lot of confusion for our patrons.

For anyone who's interested in a historical perspective, I've also attached a document sent to the late Senator Ken Maddy for a legislative hearing at which this matter was discussed in 1991. Senator Maddy, who had been instrumental in passage of legislation (SB14) which enabled simulcasting in CA, was concerned about how it was being implemented. His concern over the confusion caused by multiple tote systems was one element of simulcasting he wanted to discuss in legislative hearings.

Hope these are helpful.

Best regards,
--Chris

Christopher Korby
Executive Director
California Authority of Racing Fairs

**CONSIDERATIONS REGARDING SIMULTANEOUS OPERATION OF
MULTIPLE TOTALISATOR SYSTEMS
IN CALIFORNIA**

DRAFT

- *Impact on Customer Service*
 - **Multiple tote systems would cause confusion and frustration for racing patrons.** Being forced to use two or more tote systems would be confusing and frustrating to CA racing patrons
 - **Forces re-instatement of provisions for multiple-system cross-cashing of tickets.** Two or more tote systems operating in California would force tracks to re-instate provisions for cross-cashing of tickets between and amongst tracks and satellites. This will add expenses for additional, duplicate terminals at each track and satellite. It will also cause confusion and frustration for patrons (“Which terminal do I use to cash this ticket?”), along with extra work and risk of mistakes for parimutuel clerks and accounting staff. We eliminated this awkward architecture in CA years ago.
 - **Requires using differing terminals for same transactions.** Two or more tote systems would require patrons to use two or more different wagering terminals for the same transactions, depending on which track is running. This would be confusing and frustrating.
 - **Creates an operating environment likely to cause costly mistakes.** Two sets of tote terminals would result in customer confusion leading to customer mistakes. This would lead inevitably to costly reimbursement of customer losses due to mistakes.

- *Impact on Costs of Operation*
 - Costs of Interface Fees between totes
 - Costs of casework and carpentry required for new terminals.
 - Costs of modifications to electrical service required for new terminals.
 - Costs of installation of data cabling required for new terminals.
 - Costs of duplicate data processing hub(s).
 - Cost of training employees.
 - Cost of reimbursing employee mistakes during initial implementation.

CONSIDERATIONS REGARDING SIMULTANEOUS OPERATION OF MULTIPLE TOTALISATOR SYSTEMS IN CALIFORNIA

- Cost of reimbursing customer mistakes during initial implementation.
 - Duplication in costs of ticket paper and supplies.
 - Duplication in costs of maintenance on terminals.
 - Duplication in cost of managing and storing spare terminals.
- ***Impact on Efficiency***
 - Two or more tote systems would introduce inefficiencies due to duplicate data processing hub(s).
 - Two or more tote systems would introduce inefficiencies due to impact on employee efficiencies.
 - Two or more tote systems would introduce inefficiencies and duplication in accounting, record-keeping and reconciliations.
 - Two or more tote systems would introduce major operational complexities in the daily transition from daytime Thoroughbred racing to night quarter horse and harness racing.
 - Doubles storage costs and requirements for ticket paper and supplies. Storage and security of ticket paper and supplies is an important matter, especially at smaller satellite facilities.
 - Duplication in costs of maintenance on terminals.
 - Doubles cost for management and storage of spare terminals.
 - ***Impact on Parimutuel Employees***
 - Two or more tote systems in CA will increase risk of keystroke errors by parimutuel clerks, impacting both employee efficiency and customer service.

ALL: Review risk of repetitive movement injury issues in multiple tote scenarios: problems we might expect due to differences in heights, different keyboards, configurations of terminals, etc?
 - Asking parimutuel clerks to use two or more different terminals would be like asking your office employees to switch back and forth between using Apple and Microsoft computers. They wouldn't like it; it would cause mistakes; it would impact negatively on employee productivity.

**CONSIDERATIONS REGARDING SIMULTANEOUS OPERATION OF
MULTIPLE TOTALISATOR SYSTEMS
IN CALIFORNIA**

- *Impact on Security and Integrity*
 - Requires management and secure storage for ticket paper stock from two different vendors.
 - Two or more tote systems introduce complexities and duplications in accounting, record-keeping and reconciliations, thus increasing risk of mistakes or breaches in integrity.
 - Two or more tote systems could require two separate change funds.
 - Requires monitoring and oversight for two or more different tote hubs in CA.

- *Assessment as to whether operation of multiple tote systems is in the best interest of racing in California*
 - Not customer-friendly.
 - Adds to costs of operation, borne by tracks and horsemen.
 - Introduction of multiple tote terminals would create confusion and risk of mistakes for parimutuel employees and for patrons.
 - Adds unnecessary complexities to accounting and reconciliation.
 - Possible risks to integrity and change fund(s).
 - Conclusion: Not in the best interest of racing in California.

NOTES ON CONSIDERATION

OF A

STATEWIDE CALIFORNIA TOTALISATOR SYSTEM

PREPARED BY
CHRISTOPHER KORBY
JULY 29, 1991

Notes on Consideration of a Statewide California Totalisator System

INTRODUCTION

Consideration of a statewide totalisator system offers the California racing industry an opportunity to modernize and standardize those services presently provided by traditional totalisator companies. These notes will conclude that a statewide totalisator system operated by an independent entity represents a logical step in using technological advances for the improvement of racing, consistent with the intent envisioned by the framers of statutes governing parimutuel wagering.

In the past, totalisator companies provided *unique* mechanical computing systems to fill the *singular requirements* created by parimutuel wagering. In their day, they represented state-of-the-art technology. Recent advances in computer and telecommunications technology have created a new generation of equipment to perform the same type of services that were once unique to parimutuel wagering. Banks, retail chains, and other commercial ventures use integrated data processing systems to *manage cash, track sales transactions, and pay their employees*. These are the same functions required of a totalisator. Many of these systems perform tasks more complex and larger in scale than any parimutuel operation; yet the racing industry perceives totalisator systems as special and distinctive. This is not the case: totalisator companies are data processing companies whose services are *no longer unique* in the marketplace. Present totalisator systems are fundamentally data processing computers linked by telephone circuits to cash register-like terminals; this is not dissimilar from a bank ATM network or, networks utilized by nationwide retail chains.

Many companies specialize in providing this sort of integrated data processing service. The present totalisator companies also provide reasonably acceptable service in their specialized market niche. The conclusion of these observations is that the California racing industry should actively seek to expand the scope of its data processing services, whether through 1) an existing totalisator company, 2) a data processing service provider, or 3) a proprietary system, so as to realize the advantages afforded by advancing technology.

Some prospective benefits include the following.

- Economies of scale and elimination of duplication
- Establishment of a comprehensive database
- Operating efficiencies at multiple signal sites
- Awareness of workplace Health and Safety issues
- Capacity to accommodate advances in technology
- Disaster recovery plans

- Capacity for expansion of wagering opportunities
- Universal cross-cashing of tickets

These are also other considerations that should affect planning.

- Change Fund
- Political neutrality

Implementation of such an undertaking is complicated. It might take shape in the steps listed below.

- Industry consensus as to the utility of the undertaking
- Legislative consent and requisite statutory mandate
- Formation of oversight entity
- System design and planning for installation
- Installation of system

Notes on Consideration of a Statewide California Totalisator System

BENEFITS

California statute clearly defines the intent of the Legislature in authorizing parimutuel wagering on horse racing in this state.

"19401. The intent of this chapter is to allow parimutuel wagering on horseraces, while:

- (a) Assuring protection of the public;
- (b) Encouraging agriculture and the breeding of horses in this state; and
- (c) Generating public revenues.
- (d) Providing for maximum expansion of horseracing opportunities in the public interest.
- (e) Providing uniformity of regulation for each type of horseracing."

SB14, signed into law in 1987, calls for a consolidation of satellite wagering administration to avoid duplication of services and the attendant duplication of costs. A logical extension of this principle, consistent with the traditional statutory guidelines, is a statewide totalisator system that could realize operating efficiencies and cost reductions.

These notes will touch on several areas in which a statewide totalisator system might realize beneficial results.

Economies of Scale and Elimination of Duplication

There are presently three totalisator systems operating in California. Each of these companies has its own hub operation, its own telephone data circuit network, its own complement of technicians, spare equipment pool, clerical support, legal services, marketing department, etc. Costs for all these duplicated services are paid for eventually by one or several of the recipients of parimutuel handle. *Eliminating any of this duplication reduces costs and increases net revenue.* Additionally, a single statewide system simplifies employee training, provides continuity of technical support at satellite sites and maintains patron familiarity.

Establishment of a Comprehensive Database

Installation of a statewide system could provide for the *establishment of a central location for data collection.* Such a centralized database could provide useful and timely reports to afford industry and Legislative decision-makers the background data to make informed judgments.

Operating Efficiencies at Multiple Signal Sites

A statewide totalisator network would *enhance operating efficiencies at multiple signal sites*. Patrons could wager on any event through any totalisator terminal, eliminating the present duplicative, side-by-side systems. A single statewide system also enhances patron familiarity with self-service terminals and simplifies training for parimutuel clerks.

Awareness of Workplace Health and Safety Issues

Workplace Health and Safety issues are becoming an important sector of industrial relations. A statewide California totalisator system would be of sufficient scale and importance to justify design considerations that reflect awareness of these issues.

Capacity to Accommodate Advances in Technology

A consolidated totalisator system could look to improvements in technology that would enhance patron service and reduce costs. Increased computing speed and capacity at satellite sites could *reduce data line capacity requirements*. A system on the scale of that envisioned might justify *two-way satellite data channels*. A low-overhead, *automated satellite facility* for installation outside major population centers might become feasible. (Please see *Satellite Wagering Marketing Tests for Placerville, Auburn, and Turlock*, enclosed.) *Wagering on account or from home*, presently available in some areas, could be incorporated into the system. *Wagering information available to the patron could be expanded*, particularly at satellite sites, by means of electronic signage or increased video graphics.

Disaster Recovery Planning

Revenue from parimutuel wagering on horse racing is important to a wide range of beneficiaries. If a flood, fire, earthquake, or other calamity were to force closure of wagering on races at a particular racetrack, the revenue lost is lost forever. A statewide totalisator system, operating with an integrated disaster recovery plan, *could ensure reasonable continuity of service at satellite sites* by offering wagers on racing from another California zone, or, should legislation allow, from another state. Such a contingency should be codified, so as to allow smooth implementation and orderly distribution of moneys. The probability of such an event may seem remote, but providing for its occurrence seems prudent.

Capacity for Expansion of Wagering Opportunities

A consolidated totalisator network would *eliminate any technical or mechanical obstacles to expansion of parimutuel wagering opportunities*. Such a network could implement expanded parimutuel wagering opportunities in the public interest, statewide, immediately, as the law might permit.

Universal Cross-Cashing of Tickets

A winning parimutuel ticket must currently be cashed at a facility using the same totalisator system as the facility at which it was issued. This situation has caused patron confusion and complaints. In a statewide, consolidated system, *a ticket purchased at any facility could be cashed at that or any other facility*.

The foregoing comments have pertained to the benefits of a statewide totalisator system. The following section will address other considerations.

Notes on Consideration of a Statewide California Totalisator System

OTHER CONSIDERATIONS

There are other attendant issues that enter into consideration of a statewide totalisator.

Change Fund

Totalisator Activity Reports must balance to the Change Fund, which is maintained in cash at each racetrack and satellite facility. This cash management/transaction reconciliation is one of the most important functions of the Parimutuel Department. Each racing association and Fair normally maintains their own Change Fund; consequently, associations and Fairs are responsible for disposition of those moneys. A statewide totalisator system must include a mechanism for maintaining distinct transaction reports that allow each racing association or Fair to balance its Change Fund. Any such accounting mechanism must address the corollary issues of 1) employee responsibility for cash in his or her possession and 2) accurate distribution of moneys to statutory recipients. Since such activities impinge upon such important financial and labor relations concerns, one might expect special sensitivity to the prospect of change from racing associations, Fairs, and labor unions.

Political Neutrality

A principle tenet governing the establishment of a statewide totalisator system should be its political neutrality. The foregoing paragraph touches on several issues of special sensitivity that relate to financial responsibility. There are wider strategic issues regarding the control of parimutuel wagering that would concern industry participants. A primary requisite, therefore, of the entity that oversees a statewide parimutuel operation, is that its direction be governed by a body whose collective interest rises above that of any particular interest, while remaining in accord with the statutory guidelines cited above, to wit,

"...(a) Assuring protection of public..."

"...(b) Generating public revenues..."

"...(c) Providing for maximum expansion of horseracing opportunities in the public interest."

I would propose for consideration, formation of a Joint Powers Agency, whose membership would include the California Department of Finance, the California Department of Food and Agriculture, and the California Horse Racing Board. This Joint Powers Agency would then be joined in its oversight by a representative each of the California Thoroughbred racing associations, California Thoroughbred racing horsemens' and breeders' associations, California Quarter horse or Standardbred associations, and California Quarter horse or Standardbred horsemens' and breeders' organizations.

Notes on Consideration of a Statewide California Totalisator System

IMPLEMENTATION

Implementation of the undertaking described above is a complicated issue. It might take shape in the steps listed below.

Industry Consensus as to the Utility of the Undertaking

A project of this scale and complexity, affecting such an important aspect of parimutuel operations, could not go forward without an industry consensus favoring the undertaking. Development of such a consensus must come through 1) emphasis of the benefits for such a system, 2) assurance that the system will operate in political neutrality, and, 3) cost savings.

Legislative Consent and Requisite Statutory Mandate

The Legislature should codify the structure of this statewide system. Given the operational and political complexity of this undertaking, it will not succeed without Legislative fiat. Any statutes should include a description of the entity's governing board and its funding sources.

Formation of Oversight Entity

The legislative mandate referred to above must provide for a contracting entity governed by a Board diverse enough to prevent control by one particular interest. I would offer the following for consideration: a Joint Powers Agency, joined by the California Department of Food and Agriculture, California Department of Finance, and the California Horse Racing Board, overseen by a Board of Directors, seven in number, composed of the Director of Finance or designate, the Director of California Department of Food and Agriculture or designate, the Chair of California Horse Racing Board or designate, a representative of the day racing associations, a representative of the day horsemen's association, a representative of the night racing associations, and representative of the night racing horsemen's associations. This Board would hire staff to develop a budget, oversee planning and preparation for system installation, oversee installation, administer operation and periodically report on its activities.

System Design and Planning for Installation

The entity described above would have as its first task the planning and preparation for installation of the system envisioned. This requires a large resource of well-directed technical expertise to determine the precise definition of system requirements. Once these requirements are determined, the technical staff might recommend to its Board a subsequent course of action with regard to system installation: 1) development of a proprietary system, or 2) solicitations by prospective contractors for provision of services according to specifications that reflect system requirements.

Installation of System

The last phase in the start-up sequence of this undertaking is system installation. Planning for such an installation would necessarily consider the racing calendar and present totalisator contract expiration dates. Consequently, installation would be phased over some predetermined duration.

Notes on Consideration of a Statewide California Totalisator System

CONCLUSION

The conclusion of these notes is that the California horse racing industry actively seek to expand its traditional totalisator services through the establishment of a statewide parimutuel data processing system. Such a system could realize benefits for the racing industry that include elimination of duplication in services, centralized data collection, operating efficiencies, and better service to the racing public. As such, a statewide totalisator system constitutes a logical and reasonable step forward in using technological advances for the improvement of California horseracing, consistent with the traditional statutory guidelines governing the conduct of parimutuel wagering.

July 30, 1991

Honorable Senator Maddy
State Capitol
Sacramento, California 95814

Dear Senator Maddy,

In response to your request of May 9, 1991, I am pleased to offer for your consideration the enclosed observations on a statewide totalisator system.

Respectfully submitted,

Christopher Korby

CK/meg

NORTHERN CALIFORNIA RACING FAIRS TOTALISATOR CONTRACTS

Background

The northern California Racing Fairs require new on-track and off-track totalisator contracts beginning in 1993.

The newly-constituted Northern California Off-Track Wagering, Inc. (NOTWINC), will, as the simulcast organization mandated in statute, assume operating contracts for all northern California simulcast operations. Simulcast management responsibilities previously borne by CARF on behalf of the Fairs and Simulcast Enterprises on behalf of Bay Meadows and Golden Gate Fields will devolve to NOTWINC.

It is the desire of all members of NOTWINC that there be a single, year-round totalisator system for off-track operations. Such a consolidated operation affords demonstrable cost savings, operating efficiencies and consistency of service for our patrons.

The totalisator contracts for Golden Gate Fields and Bay Meadows expire in August 1994. The NOTWINC Board wishes to request proposals, prior to that date, for provision of year-round, consolidated totalisator services for all northern California racing, beginning in September 1995.

In order to maintain operating efficiencies, to reduce costs and to offer consistent service to our patrons, on-track and off-track totalisator services should be provide by the vendor.

Proposed

In order to synchronize the anniversary dates for northern California totalisator contracts, to consolidate off-track totalisator services within NOTWINC, and to realize cost savings and operating efficiencies, it is proposed that

- 1)the CARF Board of Directors ratify assumption of the existing Autotote contract for off-track totalisator services, by NOTWINC, on behalf of the northern Racing Fairs, through August 1994; and
- 2)the CARF Board of Directors ratify suspension of normal bidding procedures for contracts between northern Racing Fairs and Autotote for provision of on-track totalisator services through August 1994.

Recommendations

CARF staff recommends approval of these proposals.



TOC

Thoroughbred Owners of California

Forging the Future

2012

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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("ADW") RACES** 30

2012 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

AGREEMENT

THIS AGREEMENT is entered into between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A (and Section 2.1), herein referred to as "TRACK" or "TRACKS" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in an order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

**I.
TERM**

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2012.

**II.
STATUS OF THE PARTIES**

2.1 TRACKS. Each TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF"). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate, and contract on their behalf with TOC for the matters specified in this agreement.

C.K. 

L.R. 

CARF warrants and represents that it has been expressly authorized by TRACKS to enter into this agreement, and that this agreement shall be binding upon all such TRACKS, their members, agents, employees, and officials during the term of the agreement. The TRACKS specifically authorizing CARF include the: San Joaquin County Fair; Alameda County Fair; Sonoma County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair.

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred race horses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III.

DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

3.1 CARF and TRACKS, and TOC acknowledge and agree that disbursements made by TRACKS to TOC and California Thoroughbred Trainers, Inc. ("CTT"), and to the horse owners in the form of purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACKS agree that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds, to be paid to CTT, in trust, for the California Thoroughbred Horsemen's Foundation, Inc.; and, 1% for a pension program for backstretch personnel to be administered by CTT.

(b) Before distribution of stakes and purses, the Gross Distribution shall be reduced by up to an additional 1-3/4%, as directed by TOC, paid to TOC for NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

3.3 TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and, further, shall not be commingled with monies belonging to

TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) hours after the race is declared official for pari-mutuel purposes, regardless of whether TRACK has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the California Horse Racing Board.

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2012 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60th) day after the close of the 2012 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse moneys generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agree to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60th (sixtieth) day after the close of the Fresno Fair 2012 Meet, and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the Fresno Fair 2012 Meet, TRACKS agree to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations, and pay the difference owed from the prior estimated payment.

IV. AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACKS and that TOC shall continue as such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2012 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of a TRACK's violation of 4.3 above, a TRACK or TOC, as the case may be, may give at least forty-eight (48) hours' written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

- (a) The submission of such claim to the CHRB for resolution; or,
- (b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including money damages, specific performance, and/or injunctive relief.

V. RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 15% of the total purse distribution shall be paid as stakes in each race meet during the term of this agreement except for Alameda County Fair and Sonoma County Fair, whereas purses for stakes races shall not exceed 20% of the total purse distribution.

(b) Unless expressly agreed otherwise by TOC, CARF and TRACKS shall ensure that all stakes races offered, whether offered as a scheduled or overnight stake events, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC. The 2012 Stakes Schedule is included for reference in Attachment B.

(c) In 2012, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule

for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule is approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated on Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

5.4 A "date" will become effective when the foal certificate is registered with any of the CARF/TRACKS' Racing Offices, and shall carry over to all TRACKS in the same year.

5.5 The parties agree that races for the amount of \$2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at CARF TRACKS.

5.6 (a) Maiden races shall not be written for a claiming price of less than \$5,000.00 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500.

(b) Racing Secretaries will offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stake race has entries with less than five

(5) separate wagering interests with at least three different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go.

5.7. Purses for all races run at the \$10,000 level and below during the 2012 Meet will be divided as follows:

- Fifty-five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one-half percent (7.5%) for fourth; and,
- Two and one-half percent (2.5%) for fifth;

Purses for all races run above the \$10,000 level during the 2012 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth.

5.8. A "Starter Fee", as determined and funded by payments from the California Thoroughbred Business League pursuant to *Business & Professions Code Section 19605.75*, shall be paid to all starters effectively finishing sixth or worse in any overnight race, and to fifth place finishers if their two percent (2%) share of the purse is less than the Starter Fee, wherein said fifth place finisher will receive an aggregated maximum of the Starter Fee. For purposes of the payment of such starters fees, a "starter" means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

5.9 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is

further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

**VI.
CALIFORNIA-BRED INCENTIVE PROGRAM**

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACKS as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race, and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

Furthermore CARF and TRACKS and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meets, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. CARF and TRACKS shall obtain TOC's prior authorization to pay these amounts, and provide periodic and end-of-meet reconciliation reports.

**VII.
MUTUAL COOPERATION**

7.1 (a) CARF and TRACKS, and TOC represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any differences of opinion between them with respect to the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

Such matters include, but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees

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to cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane, and to maintain the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement which requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII.

STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACKS shall provide stalls for thoroughbred horses at each Track in an amount not less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

8.2 TRACK shall provide such auxiliary training facilities as are required to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment D hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) If any owner asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the owner so claiming shall submit his or her claim to TOC and if TOC finds the claim meritorious, may represent the owner and present such grievance to TRACKS and, if appropriate to the CHRB.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space and the character of the meets contemplated to be held by TRACKS. TRACKS shall endeavor to accommodate California domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race. Horses whose condition or fitness will not permit them to race during the meeting shall vacate the premises within 48 hours. A failure, upon demand, to vacate the premises will result in a stall rental charge of \$50.00 per day such horse remains on the premises.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACKS reserve the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each TRACK is responsible to provide a current update to CARF and the specific horsemen for accounts receivable.

8.5 A Horsemen-Management Committee shall be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACKS. All matters concerning problems of the Horsemen with the TRACKS, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

In making its determination as to the availability of stall space for each such horse TRACK shall adhere to the following standards:

(a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining their eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in the TRACKS' condition books or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACKS' stall space within 48

hours.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NCOTWInc, TRACKS shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACKS shall pay a Starters Fee of \$50 to the horse's owner for each start the horse makes at TRACK. This fee is intended to assist owners with vanning expenses.

(c) TRACKS shall pay for tattooing only for horses entered to race on the overnights. TRACK shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at Golden Gate Fields and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

8.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Reservations shall be mailed by applicant to TRACK not less than 22 days prior to the opening of the race meet.

8.8 TRACK agrees to make its stalls, barn area and race track available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2012 Meet.

8.9 TRACKS will maintain their racing surfaces in good condition for thoroughbred racing and training and agree to promptly rectify any condition unsafe to race horses during their meet. Golf courses controlled by TRACKS shall be closed during the meet, including the ten (10) days prior and three (3) days after live racing is conducted at the meet. TRACKS shall not conduct any activity on the racing surfaces hazardous to horsemen or horses.

8.10 TRAINING FACILITIES - At all times when TRACKS are being used as a RACE MEET, TRACKS will cause their main track to be open at 6:00 A.M. and to remain open until 10:00 A.M. every day of the week.

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2012 Meet. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK'S expense, without right of reimbursement from TOC, the individual owners, and/or their trainers.

8.12 The following are the workout criteria that will be in effect for the 2012 agreement. The minimum official, recorded workout distances and number of works for horses

to run at the 2012 Fair meetings are as follows:

- a) Two year olds:
 - i) First time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
 - ii) First time starters in races six furlongs or over: three works, one of which is at least five-eighths mile and a gate OK.

- b) Three year olds and up:
 - i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
 - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval;
 - iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.

- c) Horses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two-year olds running less than five-eighths of a mile who will be required to work race distance.

- d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.

- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2012 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2012 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate

representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also eligible list containing up to four (4) horses however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8.15. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 11:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

8.16. Unless agreed otherwise in writing by the parties, TRACKS agree to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish line during the TRACKS' 2012 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third-parties. CARF and TRACKS, and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

**IX.
PURSE AND STAKES SCHEDULES, OVERPAYMENT
AND UNDERPAYMENT OF PURSES**

9.1 CARF or TRACKS shall contact the TOC immediately when a TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACKS shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2012, agree to consolidate administration and distribution of purses, including consolidation of purse

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underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs include: San Joaquin County Fair; Alameda County Fair; Sonoma County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for administration and distribution of purses, according to the authorization described in statute.

9.3 If at the close of its meet a TRACK shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the total amount of the overpayment shall be deducted from the purse funds received during the next racing meeting conducted by TRACK.

9.4 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than \$250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a CARF race meet as mutually agreed by CARF and TOC; or

(b) if greater than \$250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.5 TRACKS shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

X. FORCE MAJEURE

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACKS pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

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(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACKS pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACKS or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACKS or TOC.

**XI.
SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES**

11.1 TRACKS shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 TRACKS shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 6:00 A.M. and 8:00 P.M. on racing days and 6:00 A.M. and 2:00 P.M. on non-racing days.

**XII.
FACILITIES FOR TOC REPRESENTATIVES**

12.1 TRACKS will provide, wherever practical and possible, an adequate office near the Racing Secretary's office equipped with a desk, telephone, and internet access for the use of TOC's authorized representatives.

12.2 TOC shall pay to TRACKS such amount of reasonable out-of-pocket expense as TRACKS shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACKS at the request of TOC.

**XIII.
OWNERS' PROPRIETARY RIGHTS AND BENIFITS**

13.1 TRACKS agree that should they desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g. the sale of merchandise bearing the

name or likeness of a horse, TRACKS shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

13.2 TRACKS acknowledge that, in the context of simulcasting, televising, and the re-broadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACKS agree to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2012 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2012 Meet. TOC consents to TRACKS' use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by CARF or TRACKS to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use.

13.4 TOC, on behalf of all owners participating in TRACKS' 2012 Meets, further agree that the nomination of or entry into a race shall be deemed to be authorization for TRACKS to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.5 TRACKS agree to the following Owner Benefits to all owners who possess a current and valid CHRB owner's license:

1. A single phone number for all TRACKS dedicated to owners with questions regarding "Owner Benefits" to be published in TRACKS condition books and on CARF Web Site
2. Free Parking in a designated area at each TRACK
3. Free Tram or shuttle service for owners from designated parking area to the racing grandstand should that area be deemed a "distance" from the racing grandstand
4. Clubhouse or equivalent admission for owner plus one guest each race day (Applicable only to those TRACKS which have an identified Clubhouse area.)
5. Minimum of four passes per owner or partner with an "in-today" horse

6. Reserved seating for owners with a horse in a Stake plus as many passes as TRACK's Racing Secretary or Director of Racing may deem reasonable for guests
7. Consistent procedures for all TRACKS for receiving passes noted above
8. Consistent procedure at all TRACKS for winning owners to request and receive race replay video

**XIV.
INTERSTATE SIMULCASTING OF RACES**

14.1 TRACKS desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACKS desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Attachment E. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XV.
INTRASTATE SIMULCASTING OF RACES

15.1 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACKS.

15.3 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast facility unless some other distribution is agreed upon by TOC and TRACKS.

XVI.
INTERNATIONAL SIMULCASTING

16.1 TRACKS have has requested the consent of TOC to the international simulcast of its races as listed on Attachment E. TOC consents to the simulcast of the specified races, per the

terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACKS shall be equally divided between commissions for and purses at TRACKS.

TRACKS and TOC understand that TRACKS may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to the same or other foreign satellite locations. TRACKS and TOC agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by CARF or TRACKS and TOC. Any amendment must comply with the provisions outlined in Article XXIV.

XVII.
INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2012 Meets for the purposes of intrastate advanced deposit wagering by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment "F." TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq.

In addition to any other terms set forth therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACKS during their 2012 Meets as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;
2. Approved ADW providers/"broadcast partners" agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACKS during their 2012 Meets, as negotiated and agreed to by both CARF or TRACKS and TOC;
3. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

4. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,
5. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:
 - A. Providers shall be required to undergo an annual parimutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;
 - B. Providers shall be required to provide an end of meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;
 - C. The end of meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:
 - (i) Disclosure of all *hub fee rate schedules* executed with a California racing association and/or horsemen’s organization, and a provider to CHRIMS prior to the opening of each California race meet;
 - (ii) For wagers placed in California on races conducted out-of-state, disclosure of any and all *host fee rates to be deducted from takeout for out-of-state racing interests* to CHRIMS, and to all California racing associations and horsemen’s organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;
 - (iii) Disclosure of all *host fee rates to be paid to California racing associations and horsemen’s organizations* on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

- (iv) Provider shall disclose and provide true, complete, and correct copies of the industry accepted "*TRA Data File*" and the *California Account Wagering File* pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;
- (v) If during the term of this Agreement, the "*TRA Account Wagering File*" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of providing both the "*TRA Data File*" and the *California Account Wagering File*; and,
- (vi) A *detailed breakdown of the distribution of takeout* for any wager placed outside of California on a race conducted in California.
- (vii) Provider shall each remit to CHRIMS a monthly data fee of \$1,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove.

**XVIII.
FIRE AND DISASTER INSURANCE**

18.1 TRACKS agree to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverages or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACKS will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be

provided by a reputable insurance company selected by TRACKS which, with certain limitations, protects the owners of horses against loss of their race horses, tack, etc., due to fire or disaster. TOC, CTT, and their respective members shall be named insureds under such policy. Each entity shall receive a copy of any such policy or policies, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits.

18.2 The obtaining of a fire and disaster policy by TRACKS does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACKS.

18.3 The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACKS toward the recovery of such owner or trainer from TRACKS.

XIX. MISCELLANEOUS

19.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in TOC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

19.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

19.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a writing signed by all parties.

19.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

19.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

19.6 Inconsistent Language: When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

19.7 Notices: Notices required to be given under this agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows:

(a) If to CARF or TRACKS, at their address set forth in Attachment A, "Attention Fair Manager," with a copy to Christopher Korby, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95825.

(b) If to TOC, to Louis Raffetto, President, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

19.8 TRACKS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS.

19.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACKS' daily racing program and ending with the last race of TRACKS' daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACKS together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted.

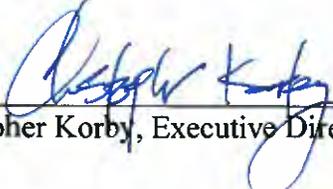
19.10 Modifications: This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

19.11 Interpretation: This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: March 22, 2012



Christopher Korby, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: March 22, 2012



Louis Raffetto, President

ATTACHMENT A
California Authority of Racing Fairs Members and Participating Tracks

San Joaquin Fair	Larry Swartzlander Director of Racing	1658 S. Airport Way Stockton, CA 95206 209-466-5041
Alameda County Fair	Rick Pickering Director of Racing	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Sonoma County Fair	Tawny Tesconi Director of Racing	P. O. Box 1536 Santa Rosa, Ca 95403 707-545-4200
Humboldt County Fair	Stuart Titus Director of Racing	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Norbert Bartosik General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	John Alkire General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

ATTACHMENT B
Stakes Schedule, Overnight and Guaranteed Stakes

2012 CARF Stakes Schedule Guaranteed and Overnight

**Alameda County Fair,
Pleasanton
Proposed 2012**

Date	Name	Condition	Distance	Purse	Type
Saturday, June 23, 12	NEW-TBD	3yo F	6 Furlongs	\$50,000 added	Overnight
Sunday, June 24, 12	Livermore Valley	3yo	6 Furlongs	\$50,000 added	Overnight
Saturday, June 30, 12	Alameda County	3yo & up F&M	One and 1/16 Miles	\$50,000 added	Overnight
Sunday, July 1, 12	Alamedan Handicap	3yo & up	One and 1/16 Miles	\$50,000 added	Overnight
Wednesday, July 4, 12	Sam J. Whiting Handicap	3yo & up	6 Furlongs	\$75,000	Guaranteed
Saturday, July 7, 12	Juan Gonzalez Memorial	2yo F	5.5 Furlongs	\$50,000 added	Overnight
Sunday, July 8, 12	Everett Nevin	2yo	5.5 Furlongs	\$50,000 added	Overnight

**California State Fair,
Sacramento**

Date	Name	Condition	Distance	Purse	Type
Saturday, July 21, 12	State Fillies & Mares Sprint	3yo & up F&M	6 Furlongs	\$75,000	Guaranteed

**Sonoma County Fair,
Santa Rosa**

Date	Name	Condition	Distance	Purse	Type
Saturday, July 28, 12	Diamond Jubilee	3yo F	One and 1/16 Miles TURF	\$50,000 added	Overnight
Sunday, July 29, 12	Luther Burbank	3yo & up F&M	One and 1/16 Miles TURF	\$50,000 added	Overnight
Saturday, August 4, 12	Robert Dupret Derby	3yo	One and 1/16 Miles	\$50,000	Overnight

			TURF	added	
Sunday, August 5, 12	Joseph T. Grace	3yo & up	One and 1/16 Miles TURF	\$50,000 added	Overnight
Sunday, August 5, 12	Jess Jackson Owners Handicap	3yo & up	5/8 Miles TURF	\$50,000 added	Overnight
Saturday, August 11, 12	Wine Country Debutante	3yo F	6 Furlongs	\$75,000	Guaranteed
Sunday, August 12, 12	Cavonnier Juvenile	2yo	6 Furlongs	\$75,000	Guaranteed

**Humboldt County Fair,
Ferndale**

Date	Name	Condition	Distance	Purse	Type
Sunday, August 26, 12	CJ Hindley Marathon	3yo & up F&M	One mile and 5 Furlongs	\$30,000	Guaranteed

San Joaquin County Fair, Stockton

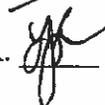
Date	Name	Condition	Distance	Purse	Type
Saturday, September 22, 12	Harvest Stakes	3yo & up F&M	6 Furlongs	\$50,000 added	Overnight

Big Fresno Fair

Date	Name	Condition	Distance	Purse	Type
Saturday, October 6, 12	Charlie Palmer	2yo	One Mile	\$75,000	Guaranteed
Tuesday, October 16, 12	Bulldog Handicap	3yo & up	One and 1/8 Miles	\$75,000	Guaranteed

ATTACHMENT C
2012 California Authority of Racing Fairs Consolidated Purse Schedule

Category	Claiming	Condition	Pln,SR STK ,Fres 2012	Sacramento 2012	Ferndale 2012
Allowance		Open	38,000	38,000	
Allowance		NW x 1	28,000	28,000	
Alw/Opt Claiming	\$25K/\$32K	NW x 1	28,000	28,000	
Alw/Opt Claiming	\$50,000	NW x 2	32,000	32,000	
Alw/Opt Claiming	\$80,000	NW x 3	35,000	35,000	
Claiming	\$2,500		6,000	8,500	6,000
Claiming	\$3,200	NW/Clause	9,000	10,000	7,000
Claiming	\$3,200	Open or Date	9,000	11,000	7,500
Claiming	\$4,000	NW4/Date	9,000	12,000	7,800
Claiming	\$4,000	NW2L	8,500	10,000	7,800
Claiming	\$4,000		12,000	15,000	8,000
Claiming	\$5,000	NW2/Clause	12,000	15,000	8,000
Claiming	\$5,000		13,000	16,000	8,500
Claiming	\$6,250	Open or Date	14,000	17,000	9,000
Claiming	\$8,000		15,000	17,500	
Claiming	\$8,000	NW2/Clause	14,000	17,000	
Claiming	\$8,000	NW2L	10,000	13,000	8,000
Claiming	\$10,000		15,500	18,000	
Claiming	\$12,500	NW2/Clause	15,500	18,000	
Claiming	\$12,500		16,000	20,000	
Claiming	\$16,000		19,000	22,000	
Claiming	\$16,000	NW2L	14,000	16,000	
Claiming	\$20,000		20,000	23,000	
Claiming	\$20,000	NW2/Clause	19,000	22,000	
Claiming	\$25,000		25,000	27,000	
Claiming	\$32,000		26,000	29,000	
Claiming	\$40,000		28,000	31,000	
Maiden Claiming	\$5,000		7,000	7,000	6,000
Maiden Claiming	\$8,000		9,000	10,000	7,700
Maiden Claiming	\$12,500		12,000	13,000	
Maiden Claiming	\$25,000		15,000	17,000	
Maiden Claiming	\$40,000		18,000	20,000	
Maiden Special		All Ages	26,000	26,000	
Overnight Stakes			50,000	50,000	
Starter Allowance	\$4,000	SACRAMENTO ONLY		20,000	
Starter Allowance	\$4,000		12,000	13,000	9,500
Starter Allowance	\$6,250		15,000	16,000	
Starter Allowance	\$12,500		18,000	18,000	
Starter Allowance	\$40,000	NWx2 Lifetime	18,000	20,000	
Claiming	\$5,000	≥ 1&1/4 Mile	15,000	15,000	
Claiming	\$10,000	≥ 1&1/4 Mile	20,000	20,000	
Str Alw 8000 special	\$8,000	FRESNO ONLY	30,000		

C.K. 
L.R. 

ATTACHMENT D
AUXILIARY TRAINING FACILITIES

The Alameda County Fair will be open an auxiliary training facility for CARF and Golden Gate Fields racing during the period from July 12, 2012, through October 14, 2012. During this period, the TRACK will be open for training on the basis of six (6) days a week. Alameda County Fair will be reimbursed the expenses of operating as an auxiliary training facility according to the Northern California Stabling and Vanning Agreement.

Golden Gate Fields will be open as an auxiliary training facility for CARF racing during the period from June 20, 2012 to August 7, 2012, and September 19, 2012 to September 24, 2012. During this period, the TRACK will be open for training on the basis of six (6) days a week, but may be adjusted by the Stabling & Vanning Committee.

Stalls at auxiliary training facilities will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction, but may be adjusted by the Stabling & Vanning Committee.

ATTACHMENT E
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

C.K. 
L.R. 

ATTACHMENT F
SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING ("ADW") RACES

To be provided.

C.K. 
L.R. 

FINAL

2012
RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

AMERICAN MULE RACING ASSOCIATION

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Appendix "A" (hereafter "TRACK"), and the AMERICAN MULE RACING ASSOCIATION (hereafter "AMRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to mule horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of mule racing at TRACK'S race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the mule races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2012.

3. (a) TRACK is either a county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting mule racing at fair race meetings, TRACK is licensed to do so by the California Horse Racing Board (CHRB), and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a Member or Associate Member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with AMRA for the matters specified in this Agreement.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this agreement shall be binding upon TRACK, its member's agents, employees and officials during the term of the Agreement.

(b) AMRA is a horsemen's organization representing mule owners and trainers of mules, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

AMRA warrants and represents that it has the authority of its membership to enter into this agreement, and that this agreement shall be binding upon AMRA and any mule owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, Chapter 4.

(d) The parties agreed that AMRA's representative capacity and authority to contract is for the year 2012 only and TRACK purses are consolidated under CARF.

4. TRACK shall pay in stakes and purses a sum in lawful money of the United States equal to the amount specified in Section 19614 and 19614.1 of the Business and Professions Code and Sections 19605.7 (b), (c), (e), (h), 19606, 19606.3 and 19606.4 plus the additional sum representing "exempt" breakage as defined in Business and Professions Code 19491, 19491.5 and 19606.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of 10 percent (10%), of earned purses payable to AMRA within 15 days of the close of the meet and 31 March of ²⁰¹³ ~~2012~~ *8/11/12* when 6% Expenses are finalized, subject to authorization of the CHRB, as and for the administrative expense of AMRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the end of the 2012 consolidated CARF meet, any underpayment under \$5,000 shall be carried over to the next year. If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses in the percentage that purses earnings of

each horsemen bears to the total purses paid during the CARF meet. Any overpayment will be deducted from the amount payable as named races at the CARF 2013 meet.

7. Pursuant to Section 19543 of the Business and Professions Code, TRACK shall schedule mule racing as set forth in their 2012 license applications or as approved by the CHRB.

8. Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

9. So long as TRACK is abiding by the provisions of this Agreement, any person, whether a member or AMRA or not, engaging in, encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to mule owners, trainers, and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to mule racing at the race meet be settled by them by negotiation and consultation. To that end, the parties shall meet and confer as may be necessary.

In order to facilitate the racing of mules, AMRA shall:

(a) Make best effort to provide a representative be present at each TRACK prior to and during the racing of mules that shall be authorized to act for and on behalf of mule horsemen in all matters pertaining to this Agreement. TRACKS shall cooperate with AMRA in writing the conditions of the races provided herein, so as to properly accommodate a full season of racing.

(b) Provide a representative at TRACK to assist in the taking of entries of mules on a timely basis. Track will provide trailer space for representative at no cost providing representative reserves space at least thirty (30) days prior to meeting.

(c) Establish purses by negotiation with TRACK. In the event additional purse money is required to pay purses larger than that for which funds are available at TRACK, or for new or additional races, if any, AMRA shall deposit such funds with TRACK not less than 10 days prior to the race meet. AMRA shall provide funds for all stakes races at any TRACK where stakes have been agreed. Failure to provide funds required by this agreement may result in cancellation of the race.

(d) Make its best effort to ensure that race meet fields or mules are not less than seven in which event track may cancel the race, if approved by the stewards. The Racing Secretary will ensure that races with fields of eight or more mules are considered for placement in the program other than the first two races.

(e) Apply for allocated stall space (paragraph 11) not less than 30 days before the TRACK's opening day of racing. TRACK will assign stalls to only eligible mules 10 days before the meet opens at Racing Secretary's discretion. Stalls not applied for or not filled will be reassigned, at TRACK's discretion. If such stalls are not available, TRACK shall pay vaning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS as specified for mules entered to race.

(f) Notify its members that horsemen/trainers with a delinquent account at any track covered by this Agreement shall not be permitted to occupy stall space or enter mules to race at any TRACK until such account has been paid.

(g) Notify its membership, on a timely basis, of the provisions of this Agreement.

11. (a) If racing at TRACK, TRACK shall make available to mule owners/trainers 12 of its stalls for mules eligible to race.

(b) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(c) All Stakes races will have the purses remain at \$7,000 and be entitled named races. Overnight purses will have a bottom of \$4800 except for the Humboldt County Fair where the bottom will be \$3,000. CARF will evaluate the over/under payment status at the conclusion of the second week at the Sonoma County Fair to determine if an increase to bottom at Humboldt is warranted. CARF retains the right to reduce purses in the event of overpayment without the AMRA's approval. Purse reports will be provided weekly. No purse will be less than \$3,000.

12. No party to this Agreement will discriminate against the other party solely due to membership in AMRA or California Authority of Racing Fairs, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

13. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eighth Place, 1%. In the event there is less than an eight-mule field, the applicable percentage will be paid out as purse money in 2012. In addition, TRACK will pay a supplemental purse of \$50 as a starter fee to each mule that starts a race. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds. Funds will be dispersed to owners and owners/trainers.

14. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

15. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of AMRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

16. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Appendix "A" are the parties to this agreement; and that all benefits and liabilities to the parties created by this agreement are solely those of AMRA and the TRACKS.

DATED MARCH 15, 2012
AMERICAN MULE RACING
ASSOCIATION

BY *Ronald W. Jockler*
President AMRA

Address:
1600 Exposition Blvd
Sacramento, California 95815

DATED
CALIFORNIA AUTHORITY OF
RACING FAIRS

BY *Stephen Kirby*

On behalf of the Tracks listed in
Appendix "A"
Address:
1776 Tribute Road, Suite 205
Sacramento, California 95815

APPENDIX "A"

San Joaquin Fair	Janet Covella Director of Racing	1658 S. Airport Way Stockton, CA 95206 209-466-5041
Alameda County Fair	Rick Pickering Director of Racing	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Sonoma County Fair	Tawny Tesconi Director of Racing	P. O. Box 1536 Santa Rosa, Ca 95403 707-545-4200
Humboldt County Fair	Stuart Titus Director of Racing	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Norbert Bartosik General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	John Alkire General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

2012

RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

**THE ARABIAN RACING ASSOCIATION OF
CALIFORNIA**

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Appendix "A" (hereafter "TRACK"), and the ARABIAN RACING ASSOCIATION OF CALIFORNIA, INC. (hereafter "ARAC").

1. The purpose of this Agreement is to provide for the payment by TRACK to Arabian horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Arabian racing at TRACK'S race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Arabian horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2012.

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Arabian racing at fair race meetings, TRACK is licensed to do so by the California Horse Racing Board (CHRB), and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with ARAC for the matters specified in this Agreement.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, its members' agents, employees and officials during the term of the Agreement.

(b) ARAC is a horsemen's organization representing horse owners and trainers of Arabian horses, and is an organization empowered to contract with TRACK for the

conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

ARAC warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon ARAC members. Any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK, will also be bound by this Agreement and ARAC will use its best efforts to ensure such compliance...

(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, Chapter 4.

(d) The parties agreed that ARAC'S representative capacity and authority to contract is for the year 2012 only.

4. TRACK shall pay in stakes and purses a sum in lawful money of the United States equal to the amount specified in Section 19614 and 19614.1 of the Business and Professions Code and Sections 19605.7 (b), (c), (e), (h), 19606, 19606.3 and 19606.4 plus the additional sum representing "exempt" breakage as defined in Business and Professions Code 19491, 19491.5 and 19606.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of 10 percent (10%), of earned purses payable to ARAC within 15 days of the close of the meet, as and for the administrative expense of ARAC for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the race meet, if TRACK has incurred an underpayment to Arabian horsemen less than \$5,000, such amount shall be carried over to the next race meeting. If the underpayment exceeds \$5,000, the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) during the race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting. All overpayments will be deducted from the amount payable as stakes and purses at TRACK'S next meeting.

7. Pursuant to Section 19543 of the Business and Professions Code, TRACK shall schedule Arabian horse racing as set forth in their 2012 license applications or as approved by the CHRB. In consideration of ARAC's undertakings hereunder, TRACK agrees that at least

two Arabian races each week will appear in condition book. TRACK will consider additional Arabian races as conditions warrant and at the discretion of the Racing Secretary.

8. Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of ARAC or not, engaging in, encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Arabian racing at the race meet be settled by them by negotiation and consultation. To that end, the parties shall meet and confer as may be necessary.

In order to facilitate the racing of Arabian horses, ARAC shall:

(a) Make best effort to provide a representative be present at each TRACK prior to and during the racing of Arabian horses that shall be authorized to act for and on behalf of Arabian horsemen in all matters pertaining to this Agreement. TRACKS shall cooperate with ARAC in writing the conditions of the races provided herein, so as to properly accommodate a full season of racing.

(b) Provide a representative at TRACK to assist in the taking of entries of Arabian horses on a timely basis; ARAC has designated Mei Davis as the 2012 Representative. ARAC will notify the racing office in writing of any changes to the designated representative.

(c) Establish purses which shall not be less than those paid in the previous year. In the event additional purse money is required to pay purses larger than for which funds are available at TRACK, or for new or additional races, if any, ARAC shall deposit such funds with TRACK not less than 10 days prior to the race meet. If necessary, ARAC shall provide funds for all stakes races at any TRACK where stakes have been agreed. Failure to provide funds required by this Agreement may result in cancellation of the race. Attached is the Proposed 2012 Fair Stakes Schedule (Appendix "C"). Only the following people are

authorized to make changes or additions to this schedule for ARAC: Susan Willis, ARAC Chairperson. No one speaks for ARAC other than this person or their notified designee.

(d) Make its best effort to ensure that race meet fields or horses are not less than seven (7) in which event TRACK may cancel race, if approved by the stewards.

(e) Racing secretaries will ensure that races with fields of eight or more horses are given priority for placement in the program in other than the first two races where they would most influence an increase in the handle. Any or all Graded Stakes races shall be considered featured races and placed on the card other than first or second.

(f) Apply for allocated stall space (paragraph 11) no less than 13 days before the TRACK'S opening day of racing. TRACK will assign stalls to only eligible horse 10 days before the meet opens at the Racing Secretary's discretion. Stalls not applied for or not filled will be reassigned, at TRACK'S discretion. If such stalls are not available, TRACK shall pay vaning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS as specified for Arabian horses entered to race.

(g) Notify its members that horsemen/trainers with a delinquent account at any track covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

(h) Notify its membership, on a timely basis, of the provisions of this Agreement.

11. TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. Reservations shall be mailed by applicants to TRACK not less than twenty (30) days prior to the opening of the race meet. If feasible, TRACK shall allow representative to occupy trailer space.

12. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eighth Place, 1%. In the event there is less than an eight horse field, the applicable percentage will be paid out as purse money in 2009 or as retroactive money. In addition, TRACK will pay a \$50 starter fee to each horse that starts a race as a performance purse and each fair racing secretary will insert the following statement in the condition book at each respective fair: "Winners of \$1500 or less (net) to include maidens not considered." Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the

summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

13. All Stakes races will have the purses remain at \$7,000 and be entitled named races. Overnight purses will have a bottom of \$4800 at the beginning of each meet with the exception for the Humboldt County Fair where the bottom will be \$3,000. CARF will evaluate the over/under payment status at the conclusion of the second week at the Sonoma County Fair to determine if an increase to the bottom at Humboldt is warranted. CARF retains the right to reduce purses if the handle continues to decline. No purse will be less than \$4,000 with the exception of the Humboldt County Fair where no purse will be less than \$3000. All added monies applied to races including Nomination, Entry Fees, and additional sources including the Arabian Racing Association of California, shall in no way reduce the agreed upon minimum purse amount. CARF agrees to work in partnership with ARAC to promote named sponsored races. ARAC will be allowed to place sponsored related banners and flags in designated areas approved by TRACK and will be responsible for their removal.

14. No party to this Agreement will discriminate against the other party solely due to membership in ARAC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of ARAC and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees which may be set by the court in the same action or in a

DATED 3/22/12

ARABIAN RACING
ASSOCIATION OF CALIFORNIA, INC.

BY: Susan Willis
Susan Willis, Chairperson

Address:

8217 Coral Lane
Pico Rivera, CA 90660

DATED 3/26/2012

CALIFORNIA AUTHORITY
OF RACING FAIRS

By: Christopher Korby
Christopher Korby

On behalf of the TRACKS listed in
Appendix "A"

Address:

California Authority of Racing Fairs
1776 Tribute Road, Suite 205
Sacramento, CA 95815

Address:

8217 Coral Lane

Pico Rivera, CA 90660

95815

Address:

California Authority of Racing Fairs

1776 Tribute Road, Suite 205

Sacramento, CA

APPENDIX "A"

San Joaquin Fair

Larry Swartzlander
Director of Racing

1658 S. Airport Way
Stockton, CA 95206
209-466-5041

Alameda County Fair Dr.	Rick Pickering Director of Racing	4501 Pleasanton Pleasanton, CA 94566 925-426-7600
Sonoma County Fair	Tawny Tesconi Director of Racing	P. O. Box 1536 Santa Rosa, Ca 95403 707-545-4200
Humboldt County Fair	Stuart Titus Director of Racing	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Norbert Bartosik General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair Avenue	John Alkire General Manager	1121 Chance Fresno, CA 93702 559-650-3081

APPENDIX 'B'

Susan Willis, ARAC Chairperson
8217 Coral Lane

Pico Rivera, CA 90660
Home phone: (562) 949-9077
Cell: 562-522-3417

Mei Davis, Breed Representative
Cell: 1-760-382-7950

APPENDIX "C"

PLEASANTON ARABIAN OPEN 7/7/12

STATE FAIR ARABIAN OPEN 7/21/12

SANTA ROSA ARABIAN OPEN 8/11/12

FERNDALE ARABIAN STAKES 8/26/12

POMONA ARABIAN DERBY 9/12/12

FLYING TIGER HANDICAP **9/19/12**
(POMONA)

STOCKTON ARABIAN OPEN **9/30/12**

K CUCH JEDAN STAKES **10/14/12**
(FRESNO)

2012

RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

PACIFIC COAST QUARTER HORSE

RACING ASSOCIATION, INC.

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment "A" (hereafter "TRACK"), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter "PCQHRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS' race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2012. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix "A", its member's agents, employees and officials during the term of the Agreement.

(b) PCQHRA is a horsemen's organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any

horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owners premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than \$5,000 such amount shall be carried over to the following year.

If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, (b) submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before **June 2012**, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. In the event of cancellation of a race, TRACK shall make its best effort to offer a "mixed breed" race at 870 yards in substitution, Quarter Horses shall be preferred. In no event will a Quarter Horse race be canceled due to less than 7 entries if other breeds competing at TRACK's meet are allowed to run with fewer than 7 entries. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

11. (a) TRACK shall make available to Quarter Horse owners/trainers a number of stalls representing the proportion of scheduled Quarter Horse to the total of all races scheduled in **2012**. If such stalls are not available, TRACK shall pay vaning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS for Quarter Horse horses entered to race. TRACK shall make its stalls available to horsemen at least 5 days prior to opening day. Horsemen shall submit stall applications at least 14 days prior to the commencement of each race meet at TRACK. If portable stalls are used, water and electricity shall be provided in the area where the stalls are located.

Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(b) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(c) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew. Pleasanton is open **May 2011** for free stabling.

(d) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHR license.

(e) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(f) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

12. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

13. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight horse field, the applicable percentage will be paid out as purse money in 2012 or as retro-active money. In addition, TRACK will pay a \$50 starter fee to each horse that starts a race as a performance purse. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starter in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The 2012 Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) Supplemental purse monies have been eliminated for 2012. However CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

14. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

15. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

16. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.

17. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

DATED 3-14-12

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

BY: *Dominic Alessio*

PCQHRA
P. O. Box 919
Los Alamitos, CA 90720

DATED March 15, 2012

CALIFORNIA AUTHORITY
OF RACING FAIRS

By: *[Signature]*
On behalf of the TRACKS listed
Attachment "A"

1776 Tribute Road, Suite 205
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Rick Pickering Director of Racing	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Dave Elliott Director of Racing	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Sonoma County Fair	Richard Lewis Director of Racing	P. O. Box 1536 Santa Rosa, Ca 95403 707-545-4200
Humboldt County Fair	Stuart Titus Director of Racing	1250 5 th Street Ferndale, CA 95536 707-786-9511
San Joaquin Fair	Larry Swartzlander Director of Racing	1658 S. Airport Way Stockton, CA 95206 209-466-5041
Big Fresno Fair	Denise Kellerhals General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX "B"
2012 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

The Jack Clifford - 12th Running \$8,000 Guaranteed
For Three Year Olds - 350 Yards

Jack Robinson Handicap - 37th Running \$8,000 Guaranteed
Three Year Olds and Upward - 350 Yards

Sonoma County Fair

PCQHRA Handicap - 42nd Running \$8,000 Guaranteed
Three Year Olds and Upward - 350 Yards

Wine Country Handicap- 6th Running \$8,000 Guaranteed
Three Year Olds and Upward - 440 Yards

San Joaquin Fair

Stockton Derby-16th Running \$8,000 Guaranteed
Three Year Olds & Upward - 350 Yards

Big Fresno Fair

Fresno Quarter Horse Futurity-18th Running \$8,000 Guaranteed
For Two Year Olds - 350 Yards



1776 Tribute Road, Suite 205
 Sacramento, CA 95815
 Office 916-927-7223 Fax 916-263-3341
www.calfairs.com

License Application Deadlines

Fair	License Application Due to CHRB	Date documents must be Received by CHRB for Inclusion in Board Package	CHRB Meeting Date for approval of license
Alameda	March 17, 2012	April 11, 2012	April 26, 2012 at Hol
Cal Expo	April 12, 2012	May 9, 2012	May 24, 2012 at GG
Santa Rosa	April 26, 2012	May 9, 2012	May 24, 2012 at GG
Humboldt	May 17, 2012	June 13, 2012	June 28, 2012 at Hol
Stockton	June 21, 2012	July 3, 2012	July 19, 2012 at Dmr
Fresno	July 5, 2012	August 8, 2012	August 23, 2012 at Dmr

**CHRB Racing License
Applications prepared by
CARF for:**

Alameda County Fair

Cal Expo

Sonoma County Fair

From: Larry A. Swartzlander [larry@calfairs.net]
Sent: Wednesday, March 28, 2012 10:24 AM
To: Amelia White
Cc: Christopher Korby
Subject: Fw: Horsemen's license
Attachments: HORSE RACING LICESE FORM BRAND NEW (CHRB-18 revision 7-11) 2012.doc

----- Original Message -----

From: [Larry A. Swartzlander](#)
To: [Nancy Kreider](#)
Cc: [Christopher Korby](#) ; [Tom Doutrich](#) ; [Heather Haviland](#) ; [Randy Magee](#) ; [Jeanne Wasserman](#) ; [Ed Johnson](#)
Sent: Tuesday, February 28, 2012 4:18 PM
Subject: Horsemen's license

Nancy,

Here is the completed license. Request anyone on distribution review the license if they wish. Let's shoot for all comments back by cob tomorrow. Submit Thursday to Andrea. We need her to look at it and incorporate her changes before the 17th. I know Adrea will have comments so if you are pressed for time I will circulate it again when she first sends out her comments.

Larry

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair:

Alameda County Fair, 4501 Pleasanton Avenue, 4501 Pleasanton, CA 94566
Phone: 925-426-7600 Fax: 925-426-7599

B. Fair association is a: District Fair County Fair Citrus Fruit Fair
 California Exposition and State Fair Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person:

Rick Pickering, C.E.O., 925-426-7501, rick@alamedacountyfair.com

NOTICE TO APPLICANT: Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: **June 20 – July 8, 2012**

B. Actual dates racing will be held: **June 21, 22, 23, 24, 28, 29, 30 & July 1, 4, 5, 6, 7, 8**

C. Dates racing will NOT be held: **June 20, 25, 26, 27 & July 2 & 3**

D. Total number of racing days: **13**

E. Days of the week races will be held:

Wed - Sun Tues - Sat Other (specify) Thurs-Sun (First 2 weeks)
Wed-Sun (Third week)

3. RACING PROGRAM

A. Total number of races:

B. Number of races by breed:

<input type="text" value="117"/>	Thoroughbreds	<input type="text" value="11"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="12"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="10"/>	Mules

CHRB CERTIFICATION

Application received:
Reviewed:

Hearing date:
Approved date:
License number:

C. Number of races daily:

	Thurs 6/21	Fri 6/22	Sat 6/23	Sun 6/24	Wed 7/4	Thurs 6/28&7/5	Fri 6/29 &7/6	Sat 6/30 & 7/7	Sun 7/1& 7/8
Thoroughbred	8	9	9	10	9	8	9	9	10
Other Breeds	2	3	3	2	3	2	3	3	2
Total	10	12	12	12	12	10	12	12	12

D. Total number of stakes races by breed:

Thoroughbreds Quarter Horses Appaloosas
 Arabians Paints Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

Thoroughbred Stakes

Name TBD Three-year old Fillies - Six Furlongs	\$50,000 Added Overnight Stakes (Plus up to \$15,000 to Cal-Breds)	Sat., Jun 23
Livermore Valley Wine Stakes Three-year olds - Six Furlongs	\$50,000 Added Overnight Stakes (Plus up to \$15,000 to Cal-Breds)	Sun., Jun 24
Alameda County Fillies & Mares - 44 rd Running Fillies and Mares Three-year olds and Upward One and 1/16 Miles	\$50,000 Added Overnight Stakes (Plus up to \$15,000 to Cal-Breds)	Sat., Jun 30
Alamedan Handicap - 47 th Running Three-year olds and Upward - One and 1/16 Miles	\$50,000 Added Overnight Hdcp (Plus up to \$15,000 to Cal-Breds)	Sun., Jul 1
Sam J. Whiting Memorial Handicap - 50 th Running Three-year olds and Upward - Six Furlongs	\$75,000 Guaranteed	Wed., Jul 4
Juan Gonzalez Memorial Overnight Stakes-34 th Running Fillies Two-years old - Five & ½ Furlongs	\$50,000 Added Overnight Stakes (Plus up to \$15,000 to Cal-Breds)	Sat., Jul 7
Everett Nevin Alameda County Stakes-51 st Running Two-year olds - Five & ½ Furlongs	\$50,000 Added Overnight Stakes (Plus up to 15,000 to Cal-Breds)	Sun., Jul 8

Arabian Stakes

Grade III Sheikh Zayed Bin Sultan Al Nahyan Arabian Cup Three Year-Olds and Upward - Six Furlongs	\$20,000 Guaranteed	Sat., Jun 30
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F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

G. List all post times for the daily racing program:

<i>Race Number</i>	<i>Weekdays</i>	<i>Weekends & July 4</i>
Race # 1	1:15p.m.	1:15 p.m.
Race # 2	1:45 p.m.	1:45 p.m.
Race # 3	2:15 p.m.	2:15 p.m.
Race # 4	2:45 p.m.	2:45 p.m.
Race # 5	3:15 p.m.	3:15 p.m.
Race # 6	3:45 p.m.	3:45 p.m.
Race # 7	4:15 p.m.	4:15 p.m.
Race # 8	4:45p.m.	4:45 p.m.
Race # 9	5:15 p.m.	5:15 p.m.
Race # 10	5:45 p.m.	5:45 p.m.
Race # 11		6:15 p.m.
Race # 12		6:45 p.m.

** As much as possible, we intend to align our post times to compliment the Hollywood Park post times*

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race" pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

- A. Names of the fair directors: **Lil Arnerich, Jack Balch, Paul Banke, Jason Chin, Dawna Dowdell, Gordon Galvan, Patsy Gilbert, Frank Imhof, Jack Kavanagh, Janet Lockhart, Michael Mahoney, Bill McCammon, Jim McGrail, Pat O’Brien, Anthony Pegram, Dean Schenone, Richard Sealana, Don Sherratt, Robert Silva, Harvey Smith, John Smith, Naomi Wallace, Eric Wentz, Ario Ysit, Ron Zeno.**
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: **Co Chair Frank Imhof, Co Chair Kavanagh, Lil Arnerich, Paul Banke, Jason Chin, Gordon Galvan, Jim McGrail, Naomi Wallace, Ario Ysit**
- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12B, who will be listed in the official program: **C.F.O. Randy Magee, Maintenance Manager Johnson, & Stable Manager Jim Burns**
- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s).
Rick Pickering, C.E.O.
4501 Pleasanton Avenue
Pleasanton, CA 94566
rick@alamedacountyfair.com

5. TAKE OUT PERCENTAGE

1. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes No

Wager(s) to be adjusted: _____ Proposed percentage: ____%

A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen’s organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01 notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the board, unless otherwise specified in the notice.

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2011	\$5,121,552.70	54,751
2010	\$5,468,668.20	60,065
2009	\$6,251,699.80	60,435
2008	\$5,824,114.40	55,327
2007	\$6,185,716.80	48,870

7. PURSE PROGRAM (Excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

1. All races other than stakes:
 Current meet estimate: \$1,532,348
 Prior meet actual: \$1,462,459

Average Daily Purse (7A1 ÷ number of days):
 Current meet estimate: \$117,873
 Prior meet actual: \$112,497

- 2. Overnight stakes:
 Current meet estimate: \$375,000
 Prior meet actual: \$300,000

Average Daily Purse (7A2 ÷ number of days):
 Current meet estimate: \$28,846
 Prior meet actual: \$23,077

- 3. Non-overnight stakes:
 Current meet estimate: 0
 Prior meet actual: 0

- 4. Total Purses: (7A1+7A2+ 7A3)
 Current meet estimate: \$1,907,348
 Prior meet actual \$1,762,649

Average Daily Purse (7A3 ÷ number of days):
 Current meet estimate: 0
 Prior meet actual: 0

- B. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):
 Current meet estimate: \$153,436
 Prior meet actual: \$142,070

- C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:	Prior meet actual:
CTT \$ 4,609	\$ 4,978
TOC \$ 9,219	\$ 9,957
NTRA \$ 3,456	\$ 3,732
PCQHRA \$ 1,005	\$ 1,085
CWAR \$ -0-	\$ -0-
ARAC \$ 4,500	\$ 4,860
AMRA \$ 4,502	\$ 4,862
CHBPAPEN \$ 13,828	\$ 14,934
CTHF <u>\$ 13,828</u>	<u>\$ 14,934</u>
Total \$ 54,947	Total \$59,342

- D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A+7B+7C):
 Current meet estimate: \$2,120,126
 Prior meet actual: \$1,959,666

Average Daily Purse (7D ÷ number of days):
 Current meet estimate: \$163,087

Prior meet actual: \$150,744

- E. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: \$1,762,273
Prior meet actual: \$1,631,734

Average Daily Purse (7E ÷ number of days):
Current meet estimate: \$135,559
Prior meet actual: \$125,518

- F. Purse funds to be generated from interstate handle:
Current meet estimate: \$206,981
Prior meet actual: \$191,649

Average Daily Purse (7F ÷ number of days):
Current meet estimate: \$15,922
Prior meet actual: \$14,742

- H. Bank and account number for the Paymaster of Purses' purse account:
West America Bank (C.A.R.F.) TOC Account No. 0601081938. Emerging Breeds Account No. 0601064512.

- H. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:
Disher Accountancy Corporation, 1816 Maryal Drive, Sacramento, CA. 95864, (916) 482-4224

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the fair and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held:
684 (100 Portables available if needed)
- B. Minimum number of stalls believed necessary for the meeting:
2,000
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:

1,440

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:

Golden Gate Fields – 1,440 stalls

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Northern California Stabling and Vanning Fund (On File).

Complete subsections F through H if the fair will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c).

884

G. Estimated cost to provide off-site stalls for this meeting. Show cost per-day per stall:

\$7.91

H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for Vanning per-horse: **-0-**

9. PARI-MUTUEL WAGERING PROGRAM

A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. Yes No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	<u>TYPE OF WAGERS</u>	<u>APPLICABLE RULES</u>
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE
Race #1	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PK4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9
Race #2	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN%, \$.50PK4	CHRB #1959, CHRB #1977, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9
Race #3	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN%, \$.50PK4, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9
Race #4	\$1E, \$1PK3, \$1TRI, \$2Q	CHRB #1959, CHRB #1977, CHRB #1979

	\$2DD, \$.10SF, \$1PPN%, \$2PNP6, \$.50PNP5	CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9
Race #5	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$2PNP6, \$1PPN% \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.9, CHRB #1976.8
Race #6	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$2PNP6, \$1PPN% \$.50PNP5	CHRB #1959, CHRB #1977, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.9, CHRB #1976.8, CHRB #1976.9
Race #7	\$1E, \$1PK3, \$.50PK4*, \$1TRI, \$2Q \$2DD, \$.10SF, \$2PNP@, \$1PPN% \$.50PNP5	CHRB #1959, CHRB #1977, CHRB #1976.9, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.9, CHRB #1976.8, CHRB #1976.9
Race #8	\$1E, \$1PK3, \$.50PK4*, \$1TRI, \$2Q \$2DD, \$.10SF, \$2PNP6, \$1PPN% \$.50PNP5	CHRB #1959, CHRB #1977, CHRB #1976.9, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.9, CHRB 1976.8, CHRB #1976.9
Race #9	\$1E, \$1PK3, \$.50PK4*, \$1TRI, \$2Q \$2DD, \$.10SF, \$2PNP6, \$1PPN% \$.50PNP5	CHRB #1959, CHRB #1977, CHRB #1976.9, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9
Race #10	\$1E, \$1PK3, \$.50PK4*, \$1TRI, \$2Q \$2DD, \$.10SF, \$2PNP6, \$1PPN% \$.50PNP5	CHRB #1959, CHRB #1977, CHRB #1976.9, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.9, CHRB #1976.8, CHRB #1976.9
Race #11	\$1E, \$1TRI, \$2Q, \$.50PK4* \$2DD, \$.10SF, \$2PNP6, \$1PPN% \$.50PNP5	CHRB #1959, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9
Race #12	\$1E, \$1TRI, \$2Q, \$.50PK4* \$2DD, \$.10SF, \$2PNP6, \$1PPN% \$.50PNP5 \$1 Super H5	CHRB #1959, CHRB #1979 CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9 ARCI 004-105

C. Maximum carryover pool to be allowed to accumulate before its distribution OR the date(s) designated for distribution of the carryover pool: **July 8, 2012 (Closing Day of Alameda County Fair)**

D. List any options requested with regard to exotic wagering:
\$1 PPN when applicable; and \$0.10 SF when applicable
\$0.50 Pick 4 on first race and last 4 races
\$0.50 Pick 5 on last five races
@ \$2 Pick 6 on last 6 races
\$0.50 Pentafecta selecting the first five finishers in the same race. 100% payout on all tickets selecting five winners. No consolation; 100% carryover if no ticket has five winners. Note: Superfecta will be offered in the race. Super High-5 will be carded as the last race of the day.

E. Will "advance" or "early bird" wagering be offered? Yes No

If yes, when will such wagering begin. Specify days and time for "early bird" wagering:

F. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service

contract:

Scientific Games Racing (Tom Kelso) Expiration: September 30, 2012.

Equipment description on file with Board.

10. ADVANCE DEPOIST WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting:
Express Bet, T.V.G.(Television Games Network), Twin Spires, You Bet
- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting. **On file with CHRB.**
- C. Have the contract/agreements been approved by the respective horsemen’s groups?
Yes No

If yes, attach a copy of the approval.

If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made;3) the agreement shall have been approved in writing by the horsemen’s organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen’s organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

11. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the fair to conduct simulcast wagering:
Northern California Off-Track Wagering, Inc. (NOCTWINC)
- B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair’s live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
On File
- C. California simulcast facilities the fair proposes to offer its live audiovisual signal:

NORTHERN CALIFORNIA

- Alameda County Fair, Pleasanton
- Big Fresno Fair, Fresno
- California State Fair & Exposition, Sacramento
- Club One, Fresno
- Golden Gate Fields, Albany
- *Humboldt County Fair, Ferndale
- Jockey Club at San Mateo, San Mateo
- Kern County Fair, Bakersfield
- Monterey County Fair, Monterey
- San Joaquin County Fair, Stockton
- Santa Clara County Fair, San Jose
- Shasta District Fair, Anderson
- Solano County Fair, Vallejo
- Sonoma County Fair, Santa Rosa
- Stanislaus County Fair, Turlock
- Tulare County Fair, Tulare

SOUTHERN CALIFORNIA

- Barona Valley Ranch Resort & Casino, Lakeside
- Cabazon Fantasy Springs Casino, Indio
- Commerce Casino Racebook, Commerce
- Derby Club, Seaside Park, Ventura
- Fairplex Park, Pomona
- Los Alamitos Race Course, Los Alamitos
- OC Tavern & Sports Bar, San Clemente
- Santa Anita Park, Arcadia
- Shalimar Sports Center, Indio
- Sports Center, San Bernardino
- Sports Pavillion at The Farmers Fair, Lake Perris
- Sports Pavillion, San Bernardino Cty. Fair, Victorville
- Surfside Race Place at Del Mar, Del Mar
- Sycuan Gaming Center, El Cajon
- Viejas Casino & Turf Club, Alpine
- Watch & Wager, Antelope Valley Fgds, Lancaster

*Open during Humboldt/Ferndale Fair Racing

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:

Out-of-State & International Imports – Full and/ or Partial Card (Subject to Change)

DOMESTIC	
ARLINGTON	6/20-7/8
BELMONT	6/20/7/8
CALDER RACECOURSE	6/20-7/8
CANTERBURY DOWNS	6/20-7/8
CHARLES TOWN	6/20-7/8
CHURCHILL DOWNS	6/20-7/8
COLONIAL DOWNS	6/20-7/8
DELAWARE	6/20-7/8
EMERALD DOWNS	6/20-7/8
EVANGELINE DOWNS	6/20-7/8
INDIANA DOWNS	6/20-7/8
LONE STAR	6/20-7/8
LOUISIANA DOWNS	6/20-7/8
MONMOUTH	6/20-7/8
MOUNTAINEER	6/20-7/8
PENN NATIONAL	6/20-7/8
PHILADELPHIA PARK/PARX	6/20-7/8
PIMLICO	6/20-7/8
PRAIRIE MEADOWS	6/20-7/8
PRESQUE ISLE DOWNS	6/20-7/8
RIVER DOWNS	6/20-7/8
RUIDOSO	6/20-7/8
SUFFOLK DOWNS	6/20-7/8
THISTLEDOWN	6/20-7/8
YAVAPAI DOWNS	6/20-7/8
INTERNATIONAL	
ASSINIBOIA	6/20-7/8
AUSTRALIAN RACING	6/20-7/8
FORT ERIE	6/20-7/8
HASTINGS	6/20-7/8
NORTHLANDS PARK	6/20-7/8
SOUTH AMERICAN RACING	6/20-7/8
UNITED KINGDOM	6/20-7/8
WOODBINE	6/20-7/8

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:

**2012 CARF
Commingled Locations**

AmWest Entertainment	Delta Downs	Meadows The	Scioto Downs
Amwest Accounts	Dover Downs	Meadows The (ADW)	Seabrook Greyhound
Greenbrier (WV)	Ebet	Millers OTB	Sol Mutuel
Riders Up (SD)	Elite Turf Club (1 to 10)	Mobile Greyhound	Southland Greyhound
Time Out Lounge (SD)	Ellis Park	Monmouth Park	Sports Creek Raceway

Arapahoe-Mile High	Triple Crown (SD) Colorado phone	Emerald Downs Euro Wagering Services Evangeline Downs Fair Grounds Fair Grounds ADW Fair Meadows Finger Lakes Fonner Freehold Gillespie County Fair Global Wagering Solutions	Montana OTB Monticello Mountaineer Park Mt. Pleasant Meadows Nassau Regional OTB New Jersey Casino Assoc. Nevada Pari-Mutuel Assoc. Newport Jai Alai NJ Mobile Northfield Cedar Downs OTB	State Fair (Lincoln , NE) Suffolk District OTB Suffolk Downs Pat's Pizza Sunland Park SunRay Park & Casino Tampa Bay Downs Taunton Acct Wagering Taunton Dog Track Inc. The Downs at Albuquerque Thistledown Tioga Downs Tri-State GH (Mardi Gras)
Birmingham			NYRA NYRA Account Wagering	Turf Paradise
Bluffs Run Greyhound			Oaklawn	Turfway Park
Buffalo Raceway		Greenetrack	Ocean Downs	TVG Network
Calder Racecourse		Greyhound @ Post Falls	Panama	TVG Yonkers
Canterbury Day		Gulf Greyhound	Penn National	Twin River Greyhound
Capital District OTB		Gulfstream	Penn National Telebet	TwinSpires
Catskills OTB		Harrington Raceway	Peru	TwinSpires High Volume
Charles Town Race Course		Hawthorne Race Course	Philadelphia Park	Venezuela OTB
Chester Downs & Marina LLC		Hawthorne ADW	Philly Park Phone Bet	Vernon Downs
Chester Downs Acct Wagering		Hazel Park	Phumelela	Western OTB
Churchill Downs		Hoosier Park	Pinnacle Race Course Plainridge Race Course Plainridge Telephone Wagering Player Management Group Pocono Account Wagering Pocono Downs and OTB	Wheeling Downs Will Rogers Downs
Club Hipica InTurf		Horseman's Park		Wyoming
Coeur d' Alene Casino		Indiana Downs		XpressBet
Coeur d' Alene Account			Evansville OTB	
Colonial Downs			Clarkesville OTB	Yavapia Downs
Colonial Downs Phone Bet		Intermountain Racing		Yonkers Raceway
Columbus Raceway		Keeneland	Portland Meadows Potawatomi Casino/ OTB	Yonkers Account
Connecticut OTB		Keeneland Select ADW	Prairie Meadows	Youbet Group 1
	Bradley Teletheater, Bristol	Kentucky Downs	Premier Turf Club	Youbet Illinois
	New Britain, Norwalk, Milford	Kentucky OTB	Presque Isle Downs	Zia Park
	East Haven, Hartford, Putnam	Lebanon	Raceway Park	
	Shoreline Star, Sports Haven	Les Bois (Treasure Valley)	Racing2Day LLC Racing2Day Intl. (Stan James)	
	Torrington, Waterbury	Lewiston OTB's	Remington Park Remington OTB Network	
	Manchester, New London	Lien Games	Retama Racing & Gaming Services Riplay de Venezuela (Caliente)	Separate Pool Locations
	Willimantic	Chips Lounge and Casino	River Downs	Caymanas Park, Jamaica
	John Martin's Manor Restaurant	Howard Johnsons OTB	Rockingham Park	Hippodromo Camarero, PR
	Connecticut OTB ADW	Rumors OTB	Ruidoso Downs Running Aces Harness Park	MIR Books (Caliente)
	Paragon Casino	Skydancer Casino OTB	Sam Houston	LVDC
	Ho-Chunk Casino and Racebook	BetAmerica and Win2wager	Valley Greyhound Park	
	Mohegan Sun Casino	Lone Star		
	Oneida Bingo and Casino	Louisiana Downs		
	Pony Bar Simulcast Center	LVDC		
	Tote Investment Racing	Atlantis Paradise Casino		
	Randall James Racetrack	Avatar Ventures		
	Millenium Racing	Pojoaque Cities of Gold		

Royal Beach Casino	Foxwoods Resort Casino	Saratoga Harness Raceway
Divi Carina Bay Casino	Meskwaki Bingo & Casino	Saratoga Bets (ADW)
Fair Chance	Maronas (South America)	Scarborough
Corpus Christi Greyhound	Maryland Jockey Club	
Cypress Bayou OTB	Maywood	
Delaware	Meadowlands	

Canadian Locations

Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fort Erie Fraser Downs, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Inverness Raceway Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton, Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters Truro Raceway, Western Fair, Windsor Raceway, Woodbine, Woodstock/Ontario

F. California mini-simulcast facilities the fair proposes to offer its live audiovisual signal:
OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See 8D above.	TBD	

H. List imported simulcast races the fair plans to receive during the racing meeting which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Los Alamitos	Quarter Horses	Per CHRB Calendar Full Card	
Cal Expo	Harness Horses	Per CHRB Calendar Full Card	

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).
N/A

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vaning deductions. Every fair shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

12. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
- Association Veterinarian(s) – **Sarah Sporer, D.V.M.**
 - Clerk of Scales – **Kenneth Sjoldal**
 - Clerk of the Course – **Dolores Collins (E-Breeds) & Tina Walker (Thoroughbreds)**
 - Film Specialist – **Danny Winick & Asst Clerk of Scales**
 - Horse Identifier – **Patrick Kealy**
 - Horseshoe Inspector – **Jack Hammonds**
 - Paddock Judge – **Joe Gibson**
 - Patrol Judges – **Lisa Jones & Joe Gibson**
 - Placing Judges – **Greg Brent & Ella Robinson**
 - Starter – **Todd Stephens**
 - Timer – **Melody Truitt**
- B. Management officials in the racing department:
- Director of Racing – **Rick K. Pickering**
 - Racing Secretary – **Tom Doutrich**
 - Assistant Racing Secretary – **Linda Anderson**
 - Paymaster of Purses – **Victoria Layne (C.A.R.F.)**
 - Others (identify by name and title)
- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:
- Secretary, Alameda County Agricultural Fair Association**
4501 Pleasanton Avenue, Pleasanton, CA 94566, 925-426-7600
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:
- Plusmic Corporation USA – Bill O'Brien (Expires 12/7/12)**
- E. Photopatrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
- Pegasus Communication, Inc. – Jim Porep) Contract Expires: April 30, 2013**
Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:
- Pegasus Communication, Inc. – Jim Porep - Contract Expires April 30, 2013**

13. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an

organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. **See Attached**

**Racetrack/Grandstand: Alameda County Sheriff Chief in Charge
Liaison Officer yet to be assigned (925-426-7525)**

- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:

Racetrack/Grandstand: 8 Sheriff's Deputies

Barn Area: 5 Security Officers, 2 Security Rovers, 3 Licensed Gatemen based on 8/hour shifts.

1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

N/A

2. Detention Stalls:

(The Fair is not running graded stakes)

- A. Attach a plan for use of graded stakes or overnight races.

N/A

- B. Number of security guards in the detention stall area during a 24-hour period.

N/A

- C. Describe number and location of surveillance cameras in detention stall area.

N/A

3. TCO2 Testing:

- A. Number of races to be tested, and number of horses entered in each race to be tested.

All horses in thoroughbred races where the number is determined by a random algorithm generator.

- B. Plan for enhanced surveillance for trainers with high-test results.

Trainer with high test results will be moved to the detention area.

- C. Plan for detention stalls for repeat offenders.

Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance

- D. Number of security personnel assigned to the TCO2 program.

One (1) 24-hour security guard when detention stalls are occupied.

- C. Describe the electronic security system.

C.A.R.F. surveillance equipment and program that travels between racing Fairs.

1. Location and number of video surveillance cameras for the detention stall and stable gate.

4 surveillance cameras monitoring this area

14. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and the running of the races: **Westmed Ambulance Service, 2424 Whipple Road, Hayward, CA 94544, 510-504-3616.**

1. Attach a certification from the Ambulance Company(s) listed in 14A, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

See Attached

- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

Golden Gate Fields

**Turf Rescue LLC
19615 Barclay Road
Castro Valley, CA 94546
510-581-8470**

1. Attach a certification from the Ambulance Company(s) listed in 14B, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
See Attached
- C. Describe the on-track first aid facility, including equipment and medical staffing:
See Attached
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
Dr. Peter Wong, 925-997-0015 cell
- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Valley Care Medical Center, 5555 W. Las Positas, Pleasanton, CA 94588
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:
See Attached
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
Randy Magee, Health & Safety Manager, Vicki Hunter, Assistant Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
April 4th & 6th (scheduled fire inspection)
- I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details):
Self Insured, see 14J attachment
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.
See Attached

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall pursuant to Business and Professions Code section 19481.3 maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

15. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each:
Food & Beverage: Stroud Enterprises, Tom Stroud, 5119 North Archerdale, Linden, CA 95236

Food Service: Ovations Fanfare, Charlie Neary, 4501 Pleasanton Ave., Pleasanton, CA 94566
Tip Sheets: Jack’s Blue Card, Lisa Wasserman, 127 Sun Avenue, San Leandro, CA 94544
Racing Form: Daily Racing, Wicks Sports, 100 Broadway, 7th Floor, New York City, N.Y. 1005
Program: Delmar Graphics, Del Scott, 7806 Honors Ct., Pleasanton, CA 94588
Winners Circle Photos: Vassar Photo, Bill Vassar, 5075 Double Point Way, Discovery Bay, CA 94514
Jockey Laundry Service: Bailey Mobile, Lorene Dutton, 3263 Vineyard Venue, #35, Pleas.CA 94566
Starting Gate: United/Puett Start Gate, Michael Costello, 1 Soundview Loop, S. Salem, N.Y.10590
Sound System: Speeda Sound, Mike King, 5617 W. San Madele, Fresno, CA 93722
Armor Car: NOTWINC, 11875 Dublin Blvd., #D275, Dublin, CA 94568

B. Does the fair plan to provide its own concessions? Yes No

16. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting:
See Attached
- B. Promotional/ Marketing budget for this race meeting:
Promotional/Marketing budget for prior race meeting:
See Attached
- C. Number of hosts and hostesses employed for meeting:
N/A
- D. Describe facilities set aside for new fans:
See Attached
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefits: **See Attached**
 - 1. Horsemen
 - 2. Fans
 - 3. Facilities in the restricted areas

17. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from previous year:

Admission/Grandstand (general)	Free with fair admission
Fair Admission	\$10
Advanced Sale Tickets	30% discount (on-line)
Fair Admission/Children (6-12)	\$6 (free on Fridays)
Fair Admission/Seniors	\$8 (free on Thursdays)
Fair Admission/V.I.P. discount	\$5
Admission (clubhouse)	N/A
Reserved Box Seats	\$5
Reserved seating (general)	\$3.50 (on weekends only)
Reserved seating (clubhouse)	N/A
Parking (general)	\$10 (pre fair \$8 on-line)
Parking (preferred)	\$15
Parking (WP Lot)	\$20
Parking (valet)	N/A
Programs (on-track)	\$2.50

(off-track)

\$2.50

- B. Describe any "Season Boxes" or other special accommodation fees:
Daily box seat sales - \$5.00 (if available). All box seats usually sell out 30-60 days in advance.
- C. Describe any "package" plans such as combined parking, admission and program:

18. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters:

<input checked="" type="checkbox"/>	Corners (lockers and cubicles)	How many	<input style="width: 30px; text-align: center;" type="text" value="4"/>
<input checked="" type="checkbox"/>	Showers	<input checked="" type="checkbox"/>	Steam room, sauna or steam cabinets
		<input checked="" type="checkbox"/>	Lounge area
<input checked="" type="checkbox"/>	Masseur	<input checked="" type="checkbox"/>	Food/beverage service
		<input checked="" type="checkbox"/>	Certified platform scale
- B. Describe the quarters to be used for female jockeys:
Separate area containing an office, lounge area, sauna, showers, restroom, lockers, & bunks. Jockeys & Jockettes share the scale.

19. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) **Patti Maddon** on (date) **March 15, 2012.**
- B. Number of rooms used for housing on the backstretch of the racetrack: **95**
- C. Number of restrooms available on the backstretch of the racetrack: **9 (Total commodes =17)**
- D. Estimated ratio of restrooms to the number of backstretch personnel: **0.15**

20. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition:
Organic dirt, silt, clay, sand, and Fir bark
- C. The percent of cross slope in the straight-aways is: **5.3% - 5.4%**
The percent of cross slope in the center of the turns is: **5.6%**
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.
Inner Rail: Fontana Safety Rail
Outer Rail: Aluminum gooseneck, supports with aluminum top rail
Inner Rail Height: ¼ mile/42", ½ mile/40.5", ¾ mile/40", 1 mile/42" (finish line)
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards

pursuant to CHRB Rule 1474: **Jim Burns**

- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. **On File**
- G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

21. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state):
No Exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
Horsemen's Agreement Pending through CARF.
- C. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state):
No Exceptions
- D. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair except as follows (if no exceptions, so state):
No Exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

22. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

Print Name

Signature

Print Title

Date

From: Larry A. Swartzlander [larry@calfairs.net]
Sent: Wednesday, March 28, 2012 10:22 AM
To: Amelia White
Cc: Christopher Korby
Subject: Fw: CHRB License
Attachments: California State Fair 2012 CHRB License 1st draft.doc; breed org payments 2011.xls

Amelia,

I'm sending you this email and two others. Chris would like them put into one document showing the emails and attachments.

Thx,

Larry

----- Original Message -----

From: [Larry A. Swartzlander](#)
To: [Dave L. Elliott](#)
Cc: [Norbert J. Bartosik](#) ; [Christopher Korby](#)
Sent: Friday, March 16, 2012 11:28 AM
Subject: CHRB License

Dave,

Here is the initial draft. I have copied all information from your last year's license into this one also. I've also put in the previous year purse information. Also the information on attendance and handle for the last 5 years I took off of CHRIMS. The handle represents total handle from all sources and the attendance represents northern california attendance. I confirmed this with Andrea.

Also attaching the information on horsemen's organizations.

Please contact me any time you have any questions.

Larry

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair:

California Exposition & State Fair
1600 Exposition Blvd., Sacramento, CA
916-263-3000 Fax-916-263-3304

B. Fair association is a: District Fair County Fair Citrus Fruit Fair
 California Exposition and State Fair Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person:

Dave Elliott, 916-263-3283, dellott@calexpo.com

NOTICE TO APPLICANT: Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: **July 12 – July 22, 2012**

B. Actual dates racing will be held: **July 12-15 & July 19-22**

C. Dates racing will **NOT** be held: **July 13-15**

D. Total number of racing days: **8**

E. Days of the week races will be held:

Wed - Sun Tues - Sat Other (specify) Thurs-Sun

3. RACING PROGRAM

A. Total number of races: 76

CHRB CERTIFICATION

Application received:
Reviewed:

Hearing date:
Approved date:
License number:

B. Number of races by breed:

<input type="text" value="60"/> Thoroughbreds	<input type="text" value="16"/> Quarter Horses	<input type="text" value="0"/> Appaloosas
<input type="text" value="8"/> Arabians	<input type="text" value="0"/> Paints	<input type="text" value="8"/> Mules

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	8/8				6/6	8/8	8/8
Other Breeds	2/2				2/2	2/2	2/2
Total	10/10				8/8	10/10	10/10

D. Total number of stakes races by breed:

<input type="text" value="1"/> Thoroughbreds	<input type="text" value="0"/> Quarter Horses	<input type="text" value="0"/> Appaloosas
<input type="text" value="0"/> Arabians	<input type="text" value="0"/> Paints	<input type="text" value="0"/> Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

Thoroughbred Stakes

State Fillies & Mares Sprint \$75,000 Guaranteed Sat., Jul 21
 Fillies & Mares, Three Year Olds & Upward - 6 Furlongs

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

G. List all post times for the daily racing program:

<i>Race Number</i>	<i>Daily</i>	<i>Fridays</i>
Race # 1	1:45p.m.	3:45 p.m.
Race # 2	2:15 p.m.	4:15 p.m.
Race # 3	2:45 p.m.	4:45 p.m.
Race # 4	3:15 p.m.	5:15 p.m.
Race # 5	3:45 p.m.	5:45 p.m.
Race # 6	4:15 p.m.	6:15 p.m.
Race # 7	4:45 p.m.	6:45 p.m.
Race # 8	5:15p.m.	7:15 p.m.
Race # 9	5:45 p.m.	7:45 p.m.
Race # 10	6:15 p.m.	8:15 p.m.
Race # 11		
Race # 12		

* Respectfully request approval to adjust submitted post time schedule, excepting first race post time, to maximize all wagering opportunities for our live program, all simulcast import programs

including Hollywood Park, Del Mar, and Los Alamitos, and all out of state import programs.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race" pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

A. Names of the fair directors:

Names of the fair directors:

Corny Gallagher-	Chair
Rick Stacey-	Vice Chair
Steve Beneto-	Member
Cynthia Bryant-	Member
Richard Cuneo-	Member
Sonney Chong-	Member
Richard Engle-	Member
Rex Hime-	Member
Marco Mlikotin-	Member
Kathy Nakase-	Member
Amparo Perez-Lemus-	Member
Senator Darrell Steinberg-	Ex Officio Member
Assembly Member Roger Dickinson-	Ex Officio Member

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program:

Steve Beneto-	Racing Committee Chair
Cynthia Bryant	
Rick Stacey	
Sonney Chong	

C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12B, who will be listed in the official program:

Norbert Bartosik	General Manager
Anita Ortega	Stable Superintendent
Scott Ehrlich	Announcer
Steve Wood/Trackmaster	Track Foreman

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s).

Norb Bartosik
1600 Exposition Blvd.
Sacramento, Ca 95815
nbartosik@calexpo.com

5. TAKE OUT PERCENTAGE

1. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes No

Wager(s) to be adjusted: _____ Proposed percentage: ____%

A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen’s organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01 notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the board, unless otherwise specified in the notice.

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance	Number of Racing Days
2011	\$15,187,865	58,196	9 days
2010	\$15,394,306	59,655	10 days
2009	\$21,585,593	86,442	11 days
2008	\$21,713,043	90,244	12 days
2007	Did not race		

7. PURSE PROGRAM (Excluding supplements, nominations, sponsorships, and starter fees):

A. **Purse distribution:**

1. All races other than stakes:
 Current meet estimate: \$
 Prior meet actual: \$814,176

Average Daily Purse (7A1 ÷ number of days):
 Current meet estimate: \$
 Prior meet actual: \$90,464

- 2. Overnight stakes:
 Current meet estimate: \$75,000
 Prior meet actual: \$75,000

Average Daily Purse (7A2 ÷ number of days):
 Current meet estimate: \$8,333
 Prior meet actual: \$8,333

- 3. Non-overnight stakes:
 Current meet estimate: 0
 Prior meet actual: 0

- 4. Total Purses: (7A1+7A2+ 7A3)
 Current meet estimate: \$
 Prior meet actual \$889,176

Average Daily Purse (7A3 ÷ number of days):
 Current meet estimate: 0
 Prior meet actual: 0

- B. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):
 Current meet estimate: \$
 Prior meet actual: \$85,152

- C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:		Prior meet actual:
CTT	\$	\$ 2,540
TOC	\$	\$ 5,080
NTRA	\$	\$ 1,891
PCQHRA	\$	\$ 1,038
CWAR	\$ -0-	\$ -0-
ARAC	\$	\$ 2,331
AMRA	\$	\$ 3,865
CHBPAPEN	\$	\$ 7,620
CTHF	<u>\$</u>	<u>\$ 7,620</u>
Total	\$	Total \$31,985

- D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A+7B+7C):
 Current meet estimate: \$
 Prior meet actual: \$1,006,313

Average Daily Purse (7D ÷ number of days):
 Current meet estimate: \$

Prior meet actual: \$150,729

- E. **Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carryovers from prior race meet(s)):**

Current meet estimate: \$

Prior meet actual: \$904,240

Average Daily Purse (7E ÷ number of days):

Current meet estimate: \$

Prior meet actual: \$100,471

- F. **Purse funds to be generated from interstate handle:**

Current meet estimate: \$

Prior meet actual: \$131,264

Average Daily Purse (7F ÷ number of days):

Current meet estimate: \$

Prior meet actual: \$14,585

- G. Bank and account number for the Paymaster of Purses' purse account:

West America Bank (C.A.R.F.) TOC Account No. 0601081938. Emerging Breeds Account No. 0601064512.

- H. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:

Disher Accountancy Corporation, 1816 Maryal Drive, Sacramento, CA. 95864, (916) 482-4224

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the fair and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held:

804

- B. Minimum number of stalls believed necessary for the meeting:

800

- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:

2,124

- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
Alameda County Fair – 684; Golden Gate Fields – 1,440 stalls
- E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.
Northern California Stabling and Vanning Fund (On File).

Complete subsections F through H if the fair will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

- F. **Total number of usable stalls made available on-site for the 1986 meeting, pursuant to Business and Professions Code section 19535(c).**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per-day per stall:
\$8.43
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for Vanning per-horse: **-0-**

9. PARI-MUTUEL WAGERING PROGRAM

- A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. Yes No
- B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

Type		Rule Number
Exacta	(1E)	1959
Quinella	(2Q)	1958
Trifecta	(1TRI)	1979
Daily Double	(2DD)	1957
Superfecta	(.10SF)	1979.1
Pentafecta	(.50 PF)	ARCI 004-105
PK 3	(1PK3)	1977
PK 4	(.50PNP4)	1976.9
PK 5	(.50PNP5)	1976.9
PK 6	(2PNP6)	1976.9
PLACE PICK	(1PPN)	1976.8
ALL		

	TYPE OF WAGERS	APPLICABLE RULES	CARFWAGERINGFORMAT
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE	Yes X
Race #1	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9	
Race #2	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9	
Race #3	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9	
Race #4	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #5	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #6	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #7	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #8	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105	
Race #9	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105	
Race #10	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105	
Race #11	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105	
Race #12	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9,	

\$.50 SUPER HIGH 5

CHRB 1976.9, ARCI 004-105

- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: **July 22, 2012 (Closing Day of the California State Fair)**

In the event there is a prohibitive favorite where there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request approval from CHRB to allow that entry to run for purse only.

- D. List any options requested with regard to exotic wagering:
\$1 PPN when applicable; \$1 TRI and \$0.10 SF when applicable
\$0.50 PNP4 on the first four races and the last four thoroughbred races each day
\$0.50 PNP5 on the last five thoroughbred races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
\$2 PNP6 on the last six thoroughbred races each day, with 70% major pool paid or a carryover and a 30% minor pool paid.
\$0.50 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% payout on all tickets selecting five winners. No consolation or minor pool; 100% carryover if no ticket has five winners. Note: Superfecta will be offered in the race. Super High-5 will be carded on the last race of the day.

- E. Will "advance" or "early bird" wagering be offered? Yes No

If yes, when will such wagering begin. Specify days and time for "early bird" wagering:

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract:
Scientific Games Racing (Tom Kelso) Expiration: September 30, 2012.
Equipment description on file with Board.

10. ADVANCE DEPOIST WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting:
Express Bet, T.V.G.(Television Games Network), Twin Spires, You Bet
- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting. **On file with CHRB.**
- C. Have the contract/agreements been approved by the respective horsemen's groups?
 Yes No

If yes, attach a copy of the approval. – **To be provided by C.A.R.F.**
 If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between

the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

11. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the fair to conduct simulcast wagering:
Northern California Off-Track Wagering, Inc. (NOCTWINC)
- B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
On File
- C. California simulcast facilities the fair proposes to offer its live audiovisual signal:

NORTHERN CALIFORNIA

Alameda County Fair, Pleasanton
 Big Fresno Fair, Fresno
 California State Fair & Exposition, Sacramento
 Club One, Fresno
 Golden Gate Fields, Albany
 *Humboldt County Fair, Ferndale
 Jockey Club at San Mateo, San Mateo
 Kern County Fair, Bakersfield
 Monterey County Fair, Monterey
 San Joaquin County Fair, Stockton
 Santa Clara County Fair, San Jose
 Shasta District Fair, Anderson
 Solano County Fair, Vallejo
 Sonoma County Fair, Santa Rosa
 Stanislaus County Fair, Turlock
 Tulare County Fair, Tulare

SOUTHERN CALIFORNIA

Barona Valley Ranch Resort & Casino, Lakeside
 Cabazon Fantasy Springs Casino, Indio
 Commerce Casino Racebook, Commerce
 Derby Club, Seaside Park, Ventura
 Fairplex Park, Pomona
 Los Alamitos Race Course, Los Alamitos
 OC Tavern & Sports Bar, San Clemente
 Santa Anita Park, Arcadia
 Shalimar Sports Center, Indio
 Sports Center, San Bernardino
 Sports Pavillion at The Farmers Fair, Lake Perris
 Sports Pavillion, San Bernardino Cty. Fair, Victorville
 Surfside Race Place at Del Mar, Del Mar
 Sycuan Gaming Center, El Cajon
 Viejas Casino & Turf Club, Alpine
 Watch & Wager, Antelope Valley Fgds, Lancaster

*Open only during Humboldt/Ferndale Fair Racing

- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:

Out-of-State & International Imports – Full and/ or Partial Card (Subject to Change)

<u>DOMESTIC</u>	
ARLINGTON	7/11-7/22
BELMONT	7/11-7/22
CALDER RACECOURSE	7/11-7/22
CANTERBURY DOWNS	7/11-7/22
CHARLES TOWN	7/11-7/22
CHURCHILL DOWNS	7/11-7/22
COLONIAL DOWNS	7/11-7/22
DELAWARE	7/11-7/22
EMERALD DOWNS	7/11-7/22
EVANGELINE DOWNS	7/11-7/22
INDIANA DOWNS	7/11-7/22
LONE STAR	7/11-7/22
LOUISIANA DOWNS	7/11-7/22
MONMOUTH	7/11-7/22
MOUNTAINEER	7/11-7/22
PENN NATIONAL	7/11-7/22
PHILADELPHIA PARK/PARX	7/11-7/22
PIMLICO	7/11-7/22
PRAIRIE MEADOWS	7/11-7/22
PRESQUE ISLE DOWNS	7/11-7/22
RIVER DOWNS	7/11-7/22
RUIDOSO	7/11-7/22
SUFFOLK DOWNS	7/11-7/22
THISTLEDOWN	7/11-7/22
YAVAPAI DOWNS	7/11-7/22
<u>INTERNATIONAL</u>	
ASSINIBOIA	7/11-7/22
AUSTRALIAN RACING	7/11-7/22
FORT ERIE	7/11-7/22
HASTINGS	7/11-7/22
NORTHLANDS PARK	7/11-7/22
SOUTH AMERICAN RACING	7/11-7/22
UNITED KINGDOM	7/11-7/22
WOODBINE	7/11-7/22

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:

2012 CARF Commingled Locations				
AmWest Entertainment	Delta Downs	Meadows The	Scioto Downs	
Amwest Accounts	Dover Downs	Meadows The (ADW)	Seabrook Greyhound	
Greenbrier (WV)	Ebet	Millers OTB	Sol Mutuel	
Riders Up (SD)	Elite Turf Club (1 to 10)	Mobile Greyhound	Southland Greyhound	
Time Out Lounge (SD)	Ellis Park	Monmouth Park	Sports Creek Raceway	
Triple Crown (SD)	Emerald Downs	Montana OTB	State Fair (Lincoln , NE)	
Arapahoe-Mile High	Euro Wagering Services	Monticello	Suffolk District OTB	
Colorado phone	Evangeline Downs	Mountaineer Park	Suffolk Downs	
Arima Race Club	Fair Grounds	Mt. Pleasant Meadows	Pat's Pizza	
Arlington I	Fair Grounds ADW	Nassau Regional OTB	Sunland Park	
Atlantic City Racecourse	Fair Meadows	New Jersey Casino Assoc.	SunRay Park & Casino	
Atokad	Finger Lakes	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs	

Balmoral	Fonner	Newport Jai Alai	Taunton Acct Wagering
Balmoral ADW (BETZOTIC)	Freehold	NJ Mobile	Taunton Dog Track Inc.
Bangor Raceway	Gillespie County Fair	Northfield	The Downs at Albuquerque
Batavia	Global Wagering Solutions	Cedar Downs OTB	Thistledown
Bet Fair Games Limited	Bwin International Ltd.	Northville	Tioga Downs
Beulah Park	Intl Betting Assoc. Ltd	NYRA	Tri-State GH (Mardi Gras)
Birmingham	Magna Bet	NYRA Account	Turf Paradise
Bluffs Run Greyhound	Racebets, etc	Wagering	Turfway Park
Buffalo Raceway	Greenetrack	Oaklawn	TVG Network
Calder Racecourse	Greyhound @ Post Falls	Ocean Downs	TVG Yonkers
Canterbury Day	Gulf Greyhound	Panama	Twin River Greyhound
Capital District OTB	Gulfstream	Penn National	TwinSpires
Catskills OTB	Harrington Raceway	Penn National Telebet	TwinSpires High Volume
Charles Town Race Course	Hawthorne Race Course	Peru	Venezuela OTB
Chester Downs & Marina LLC	Hawthorne ADW	Philadelphia Park	Vernon Downs
Chester Downs Acct Wagering	Hazel Park	Phumelela	Western OTB
Churchill Downs	Hoosier Park	Pinnacle Race Course	Wheeling Downs
Club Hipica InTurf	Horseman's Park	Plainridge Race Course	Will Rogers Downs
Coeur d' Alene Casino	Indiana Downs	Plainridge Telephone	Wyoming
Coeur d' Alene Account	Evansville OTB	Wagering	XpressBet
Colonial Downs	Clarkesville OTB	Player Management	Yavapia Downs
Colonial Downs Phone Bet	Intermountain Racing	Group	Yonkers Raceway
Columbus Raceway	Keeneland	Pocono Account	Yonkers Account
Connecticut OTB	Keeneland Select ADW	Wagering	Youbet Group 1
Bradley Teletheater, Bristol	Kentucky Downs	Pocono Downs and	Youbet Illinois
New Britain, Norwalk, Milford	Kentucky OTB	OTB	Zia Park
East Haven, Hartford, Putnam	Lebanon	Portland Meadows	
Shoreline Star, Sports Haven	Les Bois (Treasure Valley)	Potawatomi Casino/	
Torrington, Waterbury	Lewiston OTB's	OTB	
Manchester, New London	Lien Games	Prairie Meadows	
Willimantic	Chips Lounge and Casino	Premier Turf Club	
John Martin's Manor Restaurant	Howard Johnsons OTB	Presque Isle Downs	
Connecticut OTB ADW	Rumors OTB	Raceway Park	
Paragon Casino	Skydancer Casino OTB	Racing2Day LLC	
Ho-Chunk Casino and Racebook	BetAmerica and Win2wager	Racing2Day Intl. (Stan	
Mohegan Sun Casino	Lone Star	James)	
Oneida Bingo and Casino	Louisiana Downs	Remington Park	
Pony Bar Simulcast Center	LVDC	Remington OTB	
Tote Investment Racing	Atlantis Paradise Casino	Network	
Randall James Racetrack	Avatar Ventures	Retama	
Millenium Racing	Pojoaque Cities of Gold	Racing & Gaming	
Royal Beach Casino	Foxwoods Resort Casino	Services	
Divi Carina Bay Casino	Meskwakwi Bingo & Casino	Riplay de Venezuela	
Fair Chance	Maronas (South America)	(Caliente)	Separate Pool Locations
Corpus Christi Greyhound	Maryland Jockey Club	River Downs	Caymanas Park, Jamaica
Cypress Bayou OTB	Maywood	Rockingham Park	Hippodromo Camarero, PR
Delaware	Meadowlands	Ruidoso Downs	MIR Books (Caliente)
		Running Aces Harness	LVDC
		Park	
		Sam Houston	
		Valley Greyhound Park	
		Saratoga Harness	
		Raceway	
		Saratoga Bets (ADW)	
		Scarborough	

Canadian Locations

Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fort Erie
 Fraser Downs, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Inverness Raceway
 Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton,
 Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters
 Truro Raceway, Western Fair, Windsor Raceway, Woodbine, Woodstock/Ontario

F. California mini-simulcast facilities the fair proposes to offer its live audiovisual signal:
OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce; Original Road House Grill, Santa Maria

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See 11D above.	TBD	

H. List imported simulcast races the fair plans to receive during the racing meeting which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Los Alamitos	Quarter Horses	Per CHRB Calendar Full Card	

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).

N/A

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

12. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
 Association Veterinarian(s) – **Audrey Clifton D.V.M.**
 Clerk of Scales – **Cheryl White**
 Clerk of the Course – **Dolores Collins (E-Breeds) & Tina Walker (Thoroughbreds)**
 Film Specialist – **Danny Winick**
 Horse Identifier – **Patrick Kealy**
 Horseshoe Inspector – **Larry Goshman**
 Paddock Judge – **Joe Gibson**
 Patrol Judges – **Danny Winick & Joe Gibson**
 Placing Judges – **Steve Martinelli & Ken Sjordal**
 Starter – **Robert Mooneyham**
 Timer – **Melody Truitt**
- B. Management officials in the racing department:
 Director of Racing – **David Elliott**
 Assistant Director of Racing – **Kate Phariss**
 Racing Secretary – **Tom Doutrich**
 Assistant Racing Secretary – **Greg Brent**
 Paymaster of Purses – **Victoria Layne (C.A.R.F.)**
 Others (identify by name and title)
- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:
 Wendy Frazier, 13136 Ivey Rd., Herald, CA 95638
 916-956-3914
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:
Plusmic Corporation USA – Bill O'Brien (Expires 12/7/12)
- E. Photopatrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
Pegasus Communication, Inc. – Jim Porep) Contract Expires: April 30, 2013
Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:
Pegasus Communication, Inc. – Jim Porep - Contract Expires April 30, 2013

13. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Chief Robert Craft- 916-263-3050- Police Department Organizational Chart Attached

- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:
1. Gate persons- 9 Police Officers- 5 supported by roving patrol and 30-110 member Cal Expo Police Department
 2. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
N/A
 3. Detention Stalls:
(The Fair is not running graded stakes)
 - A. Attach a plan for use of graded stakes or overnight races.
N/A
 - B. Number of security guards in the detention stall area during a 24-hour period.
N/A
 - C. Describe number and location of surveillance cameras in detention stall area.
N/A
 4. TCO2 Testing:
 - A. Number of races to be tested, and number of horses entered in each race to be tested.
All horses in thoroughbred races where the number is determined by a random algorithm generator.
 - B. Plan for enhanced surveillance for trainers with high-test results.
Trainer with high test results will be moved to the detention area.
 - C. Plan for detention stalls for repeat offenders.
Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance
 - D. Number of security personnel assigned to the TCO2 program.
One (1) 24-hour security guard when detention stalls are occupied.
- C. Describe the electronic security system.
C.A.R.F. surveillance equipment and program that travels between racing Fairs.
1. Location and number of video surveillance cameras for the detention stall and stable gate.
4 surveillance cameras monitoring this area

14. **EMERGENCY SERVICES**

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and the running of the races: American Medical Response, 1779 Tribute Rd., Sacramento, CA 95815 916-563-0600
1. **Attach a certification from the Ambulance Company(s) listed in 14A, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.**
- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:
- | | |
|------------------------------------|--------------------------------|
| Alameda County Fair | Golden Gate Fields |
| American Medical Response | Turf Rescue LLC |
| 640 143rd Street | 19615 Barclay Road |
| San Leandro, CA 94577 | Castro Valley, CA 94546 |
| (510) 895-7600 | (510) 581-8470 |

1. Attach a certification from the Ambulance Company(s) listed in 14B, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

On file with C.H.R.B. per Golden Gate Fields

- C. Describe the on-track first aid facility, including equipment and medical staffing:
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
Dr. Jeanette Frei 916-691-6622
- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:

UC Davis Medical Trauma Center
Specializing as a Level 1 Trauma Center
2315 Stockton Blvd., Sacramento, CA 95817
916-734-2011

Sutter Memorial Hospital
Specializing in cardiac treatment
5151 F. St., Sacramento, CA 95819
916-454-3333

Kaiser Permanente Hospital
Specializing in orthopedic and cardiac treatment
2016 Morse Ave.
Sacramento, CA 95825
916-817-5660

Mercy General Hospital
Specializing in cardiac treatment
4001 J. St., Sacramento, CA 95819
916-453-4553

- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:
See Attached
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
David Elliott and Kate Phariss
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details):
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall pursuant to Business and Professions Code section 19481.3 maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

15. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. Names and addresses of all persons to whom a concession or service contract has been given, other than those already identified, and the goods and/or services to be provided by each:
- B. Does the fair plan to provide its own concessions? Yes No

16. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting:
- B. Promotional/ Marketing budget for this race meeting:
Promotional/Marketing budget for prior race meeting:
- C. Number of hosts and hostesses employed for meeting:
N/A
- D. Describe facilities set aside for new fans:
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefits:
1. Horsemen
 2. Fans
 3. Facilities in the restricted areas

17. SCHEDULE OF CHARGES

- A. Proposed charges, note any changes from previous year:
- Admission (general Adult) \$12
 - Admission (Turf Club) Free
 - Reserved seating (general) N/A
 - Reserved seating (clubhouse) N/A
 - Parking (general) \$10

- Parking (preferred) \$4
- Parking (valet) N/A
- Programs (on-track) \$2.50 (50 cents increase)
- (on track program recap sheet) Free
- (off-track) \$2.50

- B. Describe any "Season Boxes" or other special accommodation fees:
- C. Describe any "package" plans such as combined parking, admission and program:

18. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters:

<input checked="" type="checkbox"/>	Corners (lockers and cubicles)	How many	43
<input checked="" type="checkbox"/>	Showers	<input checked="" type="checkbox"/>	Steam room, sauna or steam cabinets
		<input checked="" type="checkbox"/>	Lounge area
<input checked="" type="checkbox"/>	Masseur	<input checked="" type="checkbox"/>	Food/beverage service
		<input checked="" type="checkbox"/>	Certified platform scale
- B. Describe the quarters to be used for female jockeys:
**Separate area containing an office, lounge area, sauna, showers, restroom, lockers, & bunks.
 Jockeys & Jockettes share the scale.**

19. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) on (date) .
- B. Number of rooms used for housing on the backstretch of the racetrack: **80**
- C. Number of restrooms available on the backstretch of the racetrack: **6**
- D. Estimated ratio of restrooms to the number of backstretch personnel: **50 to 1**

20. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition:
Organic dirt, silt, clay, sand, and Fir bark (composition and amendments per routine lab tests)
- C. The percent of cross slope in the straight-aways is:
 The percent of cross slope in the center of the turns is:
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.

Inside Rail- Fontana Safety Rail Outside Rail- Sterling Aluminum Racing Rail
Both rails will be set at 38” to 42” from the level of the race course

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Dave Elliott and Kate Phariss**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days’ notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

21. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state):
No Exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
Horsemen’s Agreement Pending through CARF.
- C. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state):
No Exceptions
- D. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair except as follows (if no exceptions, so state):
No Exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days’ notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

22. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

Print Name

Signature

Print Title

Date

From: Larry A. Swartzlander [larry@calfairs.net]
Sent: Wednesday, March 28, 2012 10:23 AM
To: Amelia White
Cc: Christopher Korby
Subject: Fw: Draft Application for CHRB License
Attachments: HORSE RACING LICESE Sonoma County Fair Draft.doc

----- Original Message -----

From: [Larry A. Swartzlander](#)
To: [Lorna Fox](#)
Cc: [Tawny Tesconi](#)
Sent: Thursday, March 08, 2012 4:25 PM
Subject: Re: Draft Application for CHRB License

Lorna,

Here is the license. I've highlighted the areas which have to be checked or completed. Any questions please call me 916-799-7084,

Larry

----- Original Message -----

From: [Lorna Fox](#)
To: [A. Swartzlander Larry \(larry@calfairs.net\)](#)
Sent: Tuesday, March 06, 2012 5:14 PM
Subject: Draft Application for CHRB License

Larry - sorry for any confusion on this. I thought I had sent out an email to you, but apparently I didn't. I will be leaving for vacation, so Tawny asked if I could get the draft application from you as soon as possible, and I will do our part with it. Thanks so much.

Lorna Fox

Secretary to Tawny Tesconi, Fair Manager
Sonoma County Fairgrounds
1350 Bennett Valley Road
Santa Rosa, CA 95404
(707) 545-4200 x 201
lfox@sonoma-county.org

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair:

Sonoma County Fair
1350 Bennett Valley Drive
Santa Rosa, Ca 95404
(707) 545-4200 (707) 545-9342 Fax

B. Fair association is a: District Fair County Fair Citrus Fruit Fair
 California Exposition and State Fair Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person:

Tawny Tesconi, Fair Manager, 707-545-4200, tawny@sonomacountyfair.com

NOTICE TO APPLICANT: Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: **July 25 – Sunday, August 12, 2012**

B. Actual dates racing will be held: **July 25 – 29, August 1-5 & Aug 8-12**

C. Dates racing will NOT be held: **July 30, 31 & August 6, 7**

D. Total number of racing days: **15**

E. Days of the week races will be held:

Wed - Sun Tues - Sat Other (specify)

3. RACING PROGRAM

A. Total number of races: 168

CHRB CERTIFICATION

Application received:
Reviewed:

Hearing date:
Approved date:
License number:

B. Number of races by breed:

<input type="text" value="135"/>	Thoroughbreds	<input type="text" value="12"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="12"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="9"/>	Mules

C. Number of races daily:

	Wed 7/25,8/1&8	Thur 7/26,8/2&9	Fri 7/27,8/3&10	Sat 7/28,8/4&11	Sun 7/29,8/5&12
Thoroughbred	8	8	9	10	10
Other Breeds	2	2	3	2	2
Total	30	30	36	36	36

D. Total number of stakes races by breed:

<input type="text" value="7"/>	Thoroughbreds	<input type="text" value="0"/>	Quarter Horses	<input type="text" value="0"/>	Appaloosas
<input type="text" value="0"/>	Arabians	<input type="text" value="0"/>	Paints	<input type="text" value="0"/>	Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

Thoroughbred Stakes

Diamond Jubilee Stakes Three-year old Fillies – One and 1/16 Miles (Turf)	\$50,000 Added Overnight Stakes (Plus up to \$15,000 to Cal-Breds)	Sat., Jul 28
Luther Burbank Handicap – 42 nd Running Fillies and Mares Three-year olds and Upward One and 1/16 Miles (Turf)	\$50,000 Added Overnight Hdcp (Plus up to \$15,000 to Cal-Breds)	Sat., Sun Jul 29
Roger Dupret Derby Three-year olds – One & 1/16 Miles (Turf)	\$50,000 Added Overnight Hdcp (Plus up to \$15,000 to Cal-Breds)	Sat., Aug 4
Joseph T. Grace Handicap – 41 st Running Three-year olds and Upward - One and 1/16 Miles (Turf)	\$50,000 Added Overnight Hdcp (Plus up to \$15,000 to Cal-Breds)	Sun., Aug 5
Jess Jackson Owner’s Hdcp Three-year olds – One & 1/16 Miles (Turf)	\$50,000 Added Overnight Stakes (Plus up to \$15,000 to Cal-Breds)	Sun., Aug 5
Wine Country Debutante Overnight Stakes-5 th Running Fillies Two Year-Olds 6 Furlongs	\$75,000 Guaranteed	Sat., Aug 11
Cavonnier Juvenile Overnight Stakes – 45 th Running Two-year olds - Six Furlongs	\$75,000 Guaranteed	Sun., Aug 12

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

G. List all post times for the daily racing program:

<i>Race Number</i>	<i>Weekdays</i>	<i>Weekends & July 4</i>
Race # 1	1:15p.m.	1:15 p.m.
Race # 2	1:45 p.m.	1:45 p.m.
Race # 3	2:15 p.m.	2:15 p.m.
Race # 4	2:45 p.m.	2:45 p.m.
Race # 5	3:15 p.m.	3:15 p.m.
Race # 6	3:45 p.m.	3:45 p.m.
Race # 7	4:15 p.m.	4:15 p.m.
Race # 8	4:45p.m.	4:45 p.m.
Race # 9	5:15 p.m.	5:15 p.m.
Race # 10	5:45 p.m.	5:45 p.m.
Race # 11		6:15 p.m.
Race # 12		6:45 p.m.

** As much as possible, we intend to align our post times to compliment the Hollywood Park post times*

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race" pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

A. Names of the fair directors:

Bev Palm	Ross Liscum	Saralee McClelland Kunde	Doug Beretta	Max Micklesen
Annette O’Kelley	Ed Clites	Rob Muelrath	Lisa Carreno	Cindy Crane
Heidi Darling	Dave Lewers	Marilyn Herzog	Lisa Wittke Schaffner	Teejay Lowe

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program:

Marilyn Herzog	Ed Clites	Teejay Lowe	Heidi Darling	Cindy Crane
Max Micklesen	Rob Muelrath			

C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12B, who will be listed in the official program:

- Tawny Tesconi – Fair Manager
- Tom Doutrich - Racing Secretary
- Richard Lewis - Director of Racing
- Bryan Wayte - Mutuel Manager
- TBD - Satellite Supervisor
- Steve Wood - Race Track Superintendent
- Michael Wrona - Track Announcer

- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s).

Tawny Tesconi, Fair Manager
1350 Bennett Valley Road
Sonoma, Ca 95404
tawny@sonomacountyfair.com

5. TAKE OUT PERCENTAGE

- 1. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes No

Wager(s) to be adjusted: _____ Proposed percentage: ____%

- A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen’s organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01 notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the board, unless otherwise specified in the notice.

6. HANDLE HISTORY

- 1. Complete the table below providing the last five years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance	Number of Racing Days
2011	\$4,020,279	41,926	15 days
2010	\$4,007,624	41,026	15 days
2009	\$3,761,855	39,101	10 days
2008	\$4,806,353	39,270	12 days
2007	\$	0	18 days

7. PURSE PROGRAM (Excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

- 1. All races other than stakes:
 Current meet estimate: \$1,679,781
 Prior meet actual: \$1,586,506

Average Daily Purse (7A1 ÷ number of days):
 Current meet estimate: \$111,985
 Prior meet actual: \$105,767

- 2. Overnight stakes:
 Current meet estimate: \$400,000
 Prior meet actual: \$350,000

Average Daily Purse (7A2 ÷ number of days):
 Current meet estimate: \$26,667
 Prior meet actual: \$23,333

- 3. Non-overnight stakes:
 Current meet estimate: 0
 Prior meet actual: 0

- 4. Total Purses: (7A1+-7A2+ 7A3)
 Current meet estimate: \$2,079,781
 Prior meet actual \$1,936,506

Average Daily Purse (7A3 ÷ number of days):
 Current meet estimate: 0
 Prior meet actual: 0

- B. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):
 Current meet estimate: \$156,486
 Prior meet actual: \$146,249

C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:		Prior meet actual:
CTT	\$ 5,304	\$ 4,957
TOC	\$ 10,609	\$ 9,915
NTRA	\$ 3,807	\$ 3,558
PCQHRA	\$ 1,002	\$ 936
CWAR	\$ -0-	\$ -0-

ARAC	\$ 3,182		\$ 2,974
AMRA	\$ 4,068		\$ 3,802
CHBPAPEN	\$ 15,913		\$ 14,872
CTHF	<u>\$ 15,913</u>		<u>\$ 14,872</u>
Total	\$ 59,798	Total	\$55,886

D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A+7B+7C):

Current meet estimate: \$2,296,065

Prior meet actual: \$2,138,641

Average Daily Purse (7D ÷ number of days):

Current meet estimate: \$153,071

Prior meet actual: \$142,576

E. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: \$1,629,284

Prior meet actual: \$1,683,366

Average Daily Purse (7E ÷ number of days):

Current meet estimate: \$108,619

Prior meet actual: \$112,224

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$187,773

Prior meet actual: \$222,995

Average Daily Purse (7F ÷ number of days):

Current meet estimate: \$12,518

Prior meet actual: \$14,866

G. Bank and account number for the Paymaster of Purses' purse account:

West America Bank (C.A.R.F.) TOC Account No. 0601081938. Emerging Breeds Account No. 0601064512.

H. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:

Disher Accountancy Corporation, 1816 Maryal Drive, Sacramento, CA. 95864, (916) 482-4224

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the fair and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the

meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held:
1100
- B. Minimum number of stalls believed necessary for the meeting:
2,000
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:
2,124
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
Alameda County Fair, Pleasanton – 684 stalls; Golden Gate Fields – 1,440 stalls
- E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.
Northern California Stabling and Vanning Fund (On File).

Complete subsections F through H if the fair will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c).
1000
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per-day per stall:
\$8.43
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for Vanning per-horse: **-0-**

9. PARI-MUTUEL WAGERING PROGRAM

- A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. Yes No
- B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

Type	Rule Number
Exacta (1E)	1959
Quinella (2Q)	1958
Trifecta (1TRI)	1979
Daily Double (2DD)	1957
Superfecta (.10SF)	1979.1
Pentafecta (.50 PF)	ARCI 004-105
PK 3 (1PK3)	1977
PK 4 (.50PNP4)	1976.9
PK 5 (.50PNP5)	1976.9
PK 6 (2PNP6)	1976.9
PLACE PICK (1PPN)	1976.8
ALL	

	TYPE OF WAGERS	APPLICABLE RULES	CARFWAGERINGFORMAT
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE	Yes X
Race #1	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9	
Race #2	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9	
Race #3	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9	
Race #4	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #5	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #6	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #7	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9	
Race #8	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105	
Race #9	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN%	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1	

	\$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105
Race #10	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105
Race #11	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105
Race #12	\$1E, \$1PK3, \$1TRI, \$2Q \$2DD, \$.10SF, \$1PPN% \$.50PNP4, \$.50PNP5, \$2PNP6 \$.50 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1958, CHRB #1957, CHRB #1979.1 CHRB #1976.8, CHRB #1976.9, CHRB 1976.9, CHRB 1976.9, ARCI 004-105

- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: **August 12, 2012 (Closing Day of Sonoma County Fair)**

In the event there is a prohibitive favorite where there is sufficient information that the entry will most likely generate a negative place or show pool, the association may request approval from CHRB to allow that entry to run for purse only.

- D. List any options requested with regard to exotic wagering:
\$1 PPN when applicable; \$1 TRI and \$0.10 SF when applicable
\$0.50 PNP4 on the first four races and the last four thoroughbred races each day
\$0.50 PNP5 on the last five thoroughbred races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
\$2 PNP6 on the last six thoroughbred races each day, with 70% major pool paid or a carryover and a 30% minor pool paid.
\$0.50 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% payout on all tickets selecting five winners. No consolation or minor pool; 100% carryover if no ticket has five winners. Note: Superfecta will be offered in the race. Super High-5 will be carded on the last race of the day.

- E. Will "advance" or "early bird" wagering be offered? Yes No

If yes, when will such wagering begin. Specify days and time for "early bird" wagering:

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract:

Scientific Games Racing (Tom Kelso) Expiration: September 30, 2012.
Equipment description on file with Board.

10. ADVANCE DEPOIST WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting:
Express Bet, T.V.G.(Television Games Network), Twin Spires, You Bet

B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting. **On file with CHRB.**

C. Have the contract/agreements been approved by the respective horsemen’s groups?

Yes No

If yes, attach a copy of the approval. – **To be provided by C.A.R.F.**

If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen’s organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen’s organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

11. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering:

Northern California Off-Track Wagering, Inc. (NOCTWINC)

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair’s live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

On File

C. California simulcast facilities the fair proposes to offer its live audiovisual signal:

NORTHERN CALIFORNIA

- Alameda County Fair, Pleasanton
- Big Fresno Fair, Fresno
- California State Fair & Exposition, Sacramento
- Club One, Fresno
- Golden Gate Fields, Albany
- *Humboldt County Fair, Ferndale
- Jockey Club at San Mateo, San Mateo
- Kern County Fair, Bakersfield
- Monterey County Fair, Monterey
- San Joaquin County Fair, Stockton
- Santa Clara County Fair, San Jose
- Shasta District Fair, Anderson
- Solano County Fair, Vallejo
- Sonoma County Fair, Santa Rosa
- Stanislaus County Fair, Turlock
- Tulare County Fair, Tulare

SOUTHERN CALIFORNIA

- Barona Valley Ranch Resort & Casino, Lakeside
- Cabazon Fantasy Springs Casino, Indio
- Commerce Casino Racebook, Commerce
- Derby Club, Seaside Park, Ventura
- Fairplex Park, Pomona
- Los Alamitos Race Course, Los Alamitos
- OC Tavern & Sports Bar, San Clemente
- Santa Anita Park, Arcadia
- Shalimar Sports Center, Indio
- Sports Center, San Bernardino
- Sports Pavillion at The Farmers Fair, Lake Perris
- Sports Pavillion, San Bernardino Cty. Fair, Victorville
- Surfside Race Place at Del Mar, Del Mar
- Sycuan Gaming Center, El Cajon
- Viejas Casino & Turf Club, Alpine
- Watch & Wager, Antelope Valley Fgds, Lancaster

*Open only during Humboldt/Ferndale Fair Racing

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal:

Out-of-State & International Imports – Full and/ or Partial Card (Subject to Change)

<u>DOMESTIC</u>	
ARLINGTON	6/20-7/8
BELMONT	6/20/7/8
CALDER RACECOURSE	6/20-7/8
CANTERBURY DOWNS	6/20-7/8
CHARLES TOWN	6/20-7/8
CHURCHILL DOWNS	6/20-7/8
COLONIAL DOWNS	6/20-7/8
DELAWARE	6/20-7/8
EMERALD DOWNS	6/20-7/8
EVANGELINE DOWNS	6/20-7/8
INDIANA DOWNS	6/20-7/8
LONE STAR	6/20-7/8
LOUISIANA DOWNS	6/20-7/8
MONMOUTH	6/20-7/8
MOUNTAINEER	6/20-7/8
PENN NATIONAL	6/20-7/8
PHILADELPHIA PARK/PARX	6/20-7/8
PIMLICO	6/20-7/8
PRAIRIE MEADOWS	6/20-7/8
PRESQUE ISLE DOWNS	6/20-7/8
RIVER DOWNS	6/20-7/8
RUIDOSO	6/20-7/8
SUFFOLK DOWNS	6/20-7/8
THISTLEDOWN	6/20-7/8
YAVAPAI DOWNS	6/20-7/8
<u>INTERNATIONAL</u>	
ASSINIBOIA	6/20-7/8
AUSTRALIAN RACING	6/20-7/8
FORT ERIE	6/20-7/8
HASTINGS	6/20-7/8
NORTHLANDS PARK	6/20-7/8
SOUTH AMERICAN RACING	6/20-7/8
UNITED KINGDOM	6/20-7/8
WOODBINE	6/20-7/8

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair:

2012 CARF Commingled Locations				
AmWest Entertainment	Delta Downs	Meadows The	Scioto Downs	
Amwest Accounts	Dover Downs	Meadows The (ADW)	Seabrook Greyhound	
Greenbrier (WV)	Ebet	Millers OTB	Sol Mutuel	
Riders Up (SD)	Elite Turf Club (1 to 10)	Mobile Greyhound	Southland Greyhound	
Time Out Lounge (SD)	Ellis Park	Monmouth Park	Sports Creek Raceway	
Triple Crown (SD)	Emerald Downs	Montana OTB	State Fair (Lincoln , NE)	
Arapahoe-Mile High	Euro Wagering Services	Monticello	Suffolk District OTB	
Colorado phone	Evangeline Downs	Mountaineer Park	Suffolk Downs	
Arima Race Club	Fair Grounds	Mt. Pleasant Meadows	Pat's Pizza	
Arlington I	Fair Grounds ADW	Nassau Regional OTB	Sunland Park	
Atlantic City Racecourse	Fair Meadows	New Jersey Casino Assoc.	SunRay Park & Casino	
Atokad	Finger Lakes	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs	

Balmoral	Fonner	Newport Jai Alai	Taunton Acct Wagering
Balmoral ADW (BETZOTIC)	Freehold	NJ Mobile	Taunton Dog Track Inc.
Bangor Raceway	Gillespie County Fair	Northfield	The Downs at Albuquerque
Batavia	Global Wagering Solutions	Cedar Downs OTB	Thistledown
Bet Fair Games Limited	Bwin International Ltd.	Northville	Tioga Downs
Beulah Park	Intl Betting Assoc. Ltd	NYRA	Tri-State GH (Mardi Gras)
Birmingham	Magna Bet	NYRA Account	Turf Paradise
Bluffs Run Greyhound	Racebets, etc	Wagering	Turfway Park
Buffalo Raceway	Greenetrack	Oaklawn	TVG Network
Calder Racecourse	Greyhound @ Post Falls	Ocean Downs	TVG Yonkers
Canterbury Day	Gulf Greyhound	Panama	Twin River Greyhound
Capital District OTB	Gulfstream	Penn National	TwinSpires
Catskills OTB	Harrington Raceway	Penn National Telebet	TwinSpires High Volume
Charles Town Race Course	Hawthorne Race Course	Peru	Venezuela OTB
Chester Downs & Marina LLC	Hawthorne ADW	Philadelphia Park	Vernon Downs
Chester Downs Acct Wagering	Hazel Park	Phumelela	Western OTB
Churchill Downs	Hoosier Park	Pinnacle Race Course	Wheeling Downs
Club Hipica InTurf	Horseman's Park	Plainridge Race Course	Will Rogers Downs
Coeur d' Alene Casino	Indiana Downs	Plainridge Telephone Wagering	Wyoming
Coeur d' Alene Account	Evansville OTB	Player Management Group	XpressBet
Colonial Downs	Clarkesville OTB	Pocono Account Wagering	Yavapia Downs
Colonial Downs Phone Bet	Intermountain Racing	Pocono Downs and OTB	Yonkers Raceway
Columbus Raceway	Keeneland	Portland Meadows	Yonkers Account
Connecticut OTB	Keeneland Select ADW	Potawatomi Casino/OTB	Youbet Group 1
Bradley Teletheater, Bristol	Kentucky Downs	Prairie Meadows	Youbet Illinois
New Britain, Norwalk, Milford	Kentucky OTB	Premier Turf Club	Zia Park
East Haven, Hartford, Putnam	Lebanon	Presque Isle Downs	
Shoreline Star, Sports Haven	Les Bois (Treasure Valley)	Raceway Park	
Torrington, Waterbury	Lewiston OTB's	Racing2Day LLC	
Manchester, New London	Lien Games	Racing2Day Intl. (Stan James)	
Willimantic	Chips Lounge and Casino	Remington Park	
John Martin's Manor Restaurant	Howard Johnsons OTB	Remington OTB Network	
Connecticut OTB ADW	Rumors OTB	Retama	
Paragon Casino	Skydancer Casino OTB	Racing & Gaming Services	
Ho-Chunk Casino and Racebook	BetAmerica and Win2wager	Riplay de Venezuela (Caliente)	Separate Pool Locations
Mohegan Sun Casino	Lone Star	River Downs	Caymanas Park, Jamaica
Oneida Bingo and Casino	Louisiana Downs	Rockingham Park	Hippodromo Camarero, PR
Pony Bar Simulcast Center	LVDC	Ruidoso Downs	MIR Books (Caliente)
Tote Investment Racing	Atlantis Paradise Casino	Running Aces Harness Park	LVDC
Randall James Racetrack	Avatar Ventures	Sam Houston	
Millenium Racing	Pojoaque Cities of Gold	Valley Greyhound Park	
Royal Beach Casino	Foxwoods Resort Casino	Saratoga Harness Raceway	
Divi Carina Bay Casino	Meskwiki Bingo & Casino	Saratoga Bets (ADW)	
Fair Chance	Maronas (South America)	Scarborough	
Corpus Christi Greyhound	Maryland Jockey Club		
Cypress Bayou OTB	Maywood		
Delaware	Meadowlands		

Canadian Locations

Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fort Erie
 Fraser Downs, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Inverness Raceway
 Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton,
 Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters
 Truro Raceway, Western Fair, Windsor Raceway, Woodbine, Woodstock/Ontario

F. California mini-simulcast facilities the fair proposes to offer its live audiovisual signal:
OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce; Original Road House Grill, Santa Maria

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See 11D above.	TBD	

H. List imported simulcast races the fair plans to receive during the racing meeting which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Los Alamitos	Quarter Horses	Per CHRB Calendar	Full Card
Cal Expo	Harness Horses	Per CHRB Calendar	Full Card

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).

N/A

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

12. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
 Association Veterinarian(s) – **Sarah Sporer, D.V.M.**
 Clerk of Scales – **Kenneth Sjoldal**
 Clerk of the Course – **Dolores Collins (E-Breeds) & Tina Walker (Thoroughbreds)**
 Film Specialist – **Danny Winick & Asst Clerk of Scales**
 Horse Identifier – **Patrick Kealy**
 Horseshoe Inspector – **Jack Hammonds**
 Paddock Judge – **Joe Gibson**
 Patrol Judges – **Lisa Jones & Joe Gibson**
 Placing Judges – **Greg Brent & Ella Robinson**
 Starter – **Todd Stephens**
 Timer – **Melody Truitt**
- B. Management officials in the racing department:
 Director of Racing – **Richard Lewis**
 Assistant Director of Racing – **None**
 Racing Secretary – **Tom Doutrich**
 Assistant Racing Secretary – **Linda Anderson**
 Paymaster of Purses – **Victoria Layne (C.A.R.F.)**
 Others (identify by name and title)
- C.** Name, address, **email** and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:
Coastal Reporting Services, 131-A Stony Circle, Suite 500, Santa Rosa, CA 95401, (707) 573-9766.
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:
Plusmic Corporation USA – Bill O'Brien (Expires 12/7/12)
- E. Photopatrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
Pegasus Communication, Inc. – Jim Porep) Contract Expires: April 30, 2013
Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:
Pegasus Communication, Inc. – Jim Porep - Contract Expires April 30, 2013

13. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.

Tawny Tesconi, Fair Manager (707) 545-4200 ext 201
Lt. Harlin, Santa Rosa Police Department, currently in overall charge of sworn officers at the Fair.

Effective July, Lt. Soares will be in overall charge of sworn officers at the Fair. Police are dispatched from (707) 528-5222. Each day a different Lt. will be on grounds for supervision of patrolmen. A list of these supervisors will be made available to CHRB Staff when supplied by SRPD. They are all dispatched from the same (707) 528-5222 number.

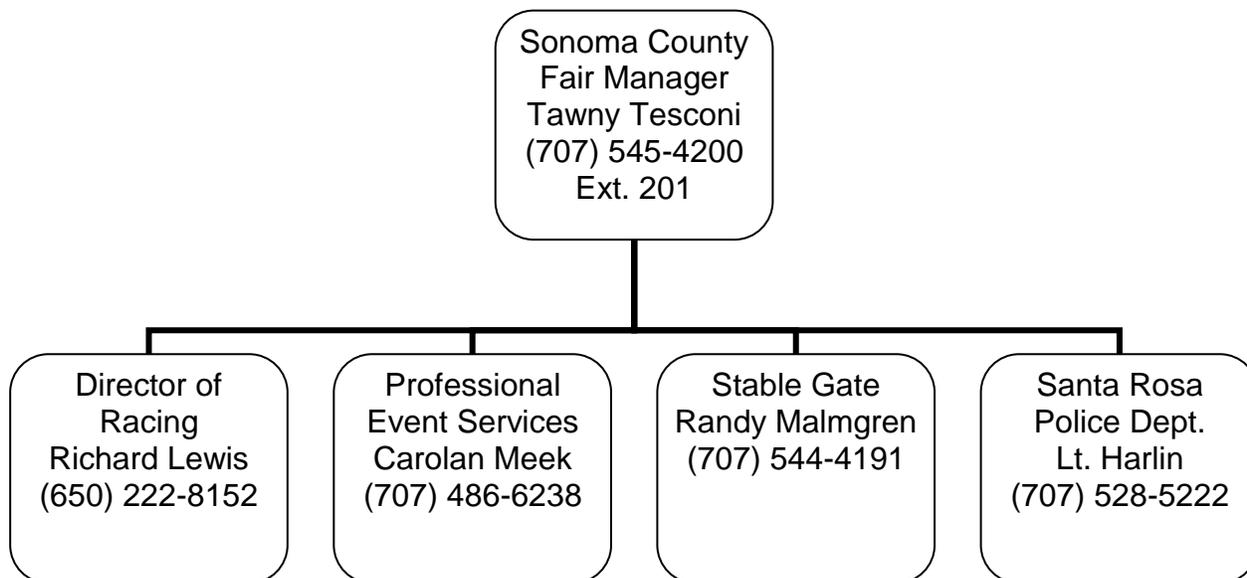
Private security supplied by Professional Events Services:

Carolan Meek: (707) 463-1733 office; (707) 486-6238 cell

CC: (415) 336-4462

Randy Malmgren, Stable Manager: (707) 544-4191

Stable Gate: (707) 544-4191



B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:

7 uniform guards, 8 gatemen – 1 night patrolman – 2 uniform police.

Barn Area: 5 Security Officers, 2 Security Rovers, 3 Licensed Gatemen based on 8/hour shifts.

1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

N/A

2. Detention Stalls:

(The Fair is not running graded stakes)

A. Attach a plan for use of graded stakes or overnight races.

N/A

B. Number of security guards in the detention stall area during a 24-hour period.

N/A

C. Describe number and location of surveillance cameras in detention stall area.

N/A

3. TCO2 Testing:

A. Number of races to be tested, and number of horses entered in each race to be tested.

All horses in thoroughbred races where the number is determined by a random

algorithm generator.

B. Plan for enhanced surveillance for trainers with high-test results.

Trainer with high test results will be moved to the detention area.

C. Plan for detention stalls for repeat offenders.

Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance

D. Number of security personnel assigned to the TCO2 program.

One (1) 24-hour security guard when detention stalls are occupied.

C. Describe the electronic security system.

C.A.R.F. surveillance equipment and program that travels between racing Fairs.

1. Location and number of video surveillance cameras for the detention stall and stable gate.

4 surveillance cameras monitoring this area**14. EMERGENCY SERVICES**

A. Name, address and emergency telephone number of the ambulance service to be used during workouts and the running of the races: **Westmed Ambulance Service, 2424 Whipple Road, Hayward, CA 94544, 510-504-3616.**

1. Attach a certification from the Ambulance Company(s) listed in 14A, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

See Attached

B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

**Alameda County Fair
American Medical Response
640 143rd Street
San Leandro, CA 94577
(510) 895-7600**

**Golden Gate Fields
Turf Rescue LLC
19615 Barclay Road
Castro Valley, CA 94546
(510) 581-8470**

1. Attach a certification from the Ambulance Company(s) listed in 14B, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

On file with C.H.R.B. per Golden Gate Fields & Alameda County Fair

C. Describe the on-track first aid facility, including equipment and medical staffing:

See Attached

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
David Fichman, M.D. (707) 829-1811

E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:

**Santa Rosa Memorial Hospital – 1165 Montgomery Drive, Santa Rosa, CA 95405
Emergency Room (707) 525-5207**

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:

See Attached Same as last year.

- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):

Richard Lewis – Director of Racing
Clifford Sanders, Superintendent, Sonoma County Fairgrounds

- H. **Attach a fire clearance from the fire authority having jurisdiction over the premises.**

Fire Department will issue clearance prior to Fair. Fire inspectors typically inspect one to two weeks proceeding Fair when facilities are set up for the Fair (i.e. temporary barns are installed with required fire equipment, hoses and extinguishers are hung, remainder of Fair facilities are ready for inspection). During Fair, inspectors are on site daily.

- I. Name of the workers’ compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details):

On file with CHRB.

- J. Attach a Certificate of Insurance for workers’ compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days’ notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers’ compensation.

See Attached

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall pursuant to Business and Professions Code section 19481.3 maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

15. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each:

CONCESSION/SERVICE	COMPANY	OWNER	ADDRESS
Alcoholic Beverages	Ovations	Nick Nicora	Banner Island Park – 404 W., Fremont, CA 95203
Food& Non-Alcoholic Beverages	Mary’s Pizza	Vince Fazio	19327 Sonoma Hwy, Sonoma, CA 95476 2933 Montgomery Dr., Santa Rosa, CA 95405 585 North State Street Ukiah, CA 95482
	Big Boys BBQ (2 locations)	Gus Lopez	
	Extreme Foods	Phillip Delahoyde	
	TBD		
Tip Sheets	Jack’s Blue Card	Lisa Wasserman	127 Sun Ave., Hayward, CA 94544
Programs	Delmar Graphics	Del Scott	7806 Honors Ct. Pln, CA 94588

Daily Racing Forms	Daily Racing Form	Wicks Sports Information Grp	100 Broadway, 7 th Fl. New York City, N.Y. 10005
Winners Circle Photographs	Vassar Photography	Bill Vassar	5075 Double Point Way, Discovery Bay, CA 94514
Jockey Laundry Service	Bailey Mobile	Lorene Dutton	3263 Vineyard Venue, #35, Pleasanton, CA 94566
Starting Gate	United/Puett Start Gate	Michael Costello	1 Soundview Loop, S. Salem, N.Y. 10590
Sound System	Speeda Sound	Mike/Larry King	4740 N. Sonora Fresno, CA 93722
Armor Car Service	NOTWINC		11875 Dublin Blvd., #D275, Dublin, CA 94568

B. Does the fair plan to provide its own concessions? Yes No

16. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting:
See Attached
- B. Promotional/ Marketing budget for this race meeting:
Promotional/Marketing budget for prior race meeting:
See Attached
- C. Number of hosts and hostesses employed for meeting:
N/A
- D. Describe facilities set aside for new fans:
See Attached
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefits: **See Attached**
1. Horsemen
 2. Fans
 3. Facilities in the restricted areas

17. SCHEDULE OF CHARGES

- A. Proposed charges, note any changes from previous year:

General Admission/Grand Stand	Free with Fair Admission
Fair Admission/Adults (13 & older)	\$ 9.00
Advanced Sale Tickets (On-line)	\$ 7.00
Fair Admission/Children (6-12)	\$ 3.00
Fair Admission/Seniors	\$ 9.00
Fair Admission/Presale Discount	\$ 7.00
Admission (clubhouse)	N/A
Reserved Seating (general)	\$ 3.00
Reserved Seating (clubhouse)	\$ N/A
Upper Reserved Box Seats	\$ 5.00
Parking (valet)	N/A

Programs/on track	\$ 2.00
Programs/off track	\$ 2.25

B. Describe any "Season Boxes" or other special accommodation fees:
Lower box seats \$215 season, Upper box seats \$165 season.
Daily sales of box seats: Upper seats \$3.00 per seat and Lower seats \$5.00 per seat.

C. Describe any "package" plans such as combined parking, admission and program:
Special Horse Racing Group packages offer one admission and one grandstand box seat a \$12.00 value for \$10.00. For groups of 10 or more.

18. JOCKEYS' QUARTERS

- A. Check the applicable amenities available in the jockeys' quarters:
- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many | <input type="text" value="40"/> |
| <input checked="" type="checkbox"/> Showers | <input checked="" type="checkbox"/> Steam room, sauna or steam cabinets | <input checked="" type="checkbox"/> Lounge area |
| <input checked="" type="checkbox"/> Masseur | <input checked="" type="checkbox"/> Food/beverage service | <input checked="" type="checkbox"/> Certified platform scale |
- B. Describe the quarters to be used for female jockeys:
Separate area containing an office, lounge area, sauna, showers, restroom, lockers, & bunks.
Jockeys & Jockettes share the scale.

19. BACKSTRETCH EMPLOYEE HOUSING

- A. **Inspection of backstretch housing was completed by (name) on (date) .**
- B. Number of rooms used for housing on the backstretch of the racetrack: **100**
- C. Number of restrooms available on the backstretch of the racetrack:
Total of 14 urinals, 20 toilets, 20 sinks and 27 showers.
- D. Estimated ratio of restrooms to the number of backstretch personnel: **25 to 1**

20. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition:
Dirt Track –
- C. The percent of cross slope in the straight-aways is:
 The percent of cross slope in the center of the turns is:

- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.
Inner rail is aluminum wrap gooseneck posts covered by rubber and thermoplastic; Outer rail is steel posts and steel rail. Approximate height is 40 inches. Turf Track – Inner rail is aluminum wrap, moveable rail on gooseneck posts. Outer rail is aluminum rail on gooseneck posts permanently mounted.

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Tawny Tesconi**

- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

2 John Deere 8410 T Tractors

Cat Grader

Water Truck 4300 gallon

Water Truck 2000 gallon

2 Ford TW35 Tractors

16' Roller Harrows (2)

12' x 20' Cutting Harrow

20' x 12' Float

12' Rotovator

Pre-Fair Preparation

Grade and plane

Add sand and sawdust as needed

Rip to 9"

Rotovate to 9"

Roll

Cut to 6"

Roll and harrow to 2 1/2"

Water continuously

Daily Maintenance

Grade, bringing up dirt from rail

Cut 5"

Roll and harrow 2 1/2"

Water continuously

Harrow and water between races

- G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing. **N/A**

21. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state):
No Exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
Horsemen’s Agreement Pending through CARF.
- C. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state):
No Exceptions
- D. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair except as follows (if no exceptions, so state):
No Exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days’ notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

22. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

Print Name

Signature

Print Title

Date

San Joaquin County Fair - 2011

	Check To	code to Fair acct Owners	code to Fair acct Breeders	Total O/B	code to 2046 Purse Assoc Fees	
TB	CTBA	2,863.97	22,196.35	25,060.32		25,060.32
	TOC				2,296.40	2,296.40
	CTT				1,148.20	1,148.20
	CTHF				3,444.60	3,444.60
	CHBPAPEN				3,444.60	3,444.60
	ADW - Breeders		9,815.80			
	Total		2,863.97	32,012.15	34,876.12	10,333.81
QH	PCQHRA	216.37	907.54	1,123.91	445.86	1,569.77
	ADW - Breeders		71.49	71.49		71.49
Harness	CSSC		0.00	0.00		0.00
	ADW - Breeders		194.59	194.59		194.59
Arab	ARAC	148.20	858.96	1,007.16	1,024.47	2,031.63
	ADW - Breeders		26.94	26.94		26.94
Mule	AMRA	326.01	1,898.31	2,224.32	2,261.04	4,485.36
	ADW - Breeders		54.18	54.18		54.18
Totals		3,554.55	36,024.16		14,065.18	53,643.89

Alameda County Fair - 2011

	Check To	Owners	Breeders	Total O/B	Assoc Fees	
TB	CTBA	11,416.09	88,787.80	100,203.89		100,203.89
	TOC				9,218.89	9,218.89
	CTT				4,609.44	4,609.44
	CTHF				13,828.33	13,828.33
	CHBPAPEN				13,828.33	13,828.33
	ADW - Breeders			30,263.60		
	Total	11,416.09	119,051.40	130,467.49	41,484.99	171,952.48
				0.00		0.00
QH	PCQHRA	467.52	1,829.30	2,296.82	1,005.58	3,302.40
	ADW - Breeders		224.76	224.76		224.76
Appy	CWAR			0.00		0.00
	ADW - Breeders			0.00		0.00
Arab	ARAC	616.70	3,519.14	4,135.84	4,500.28	8,636.12
	ADW - Breeders		144.05	144.05		144.05
Mule	AMRA	640.03	3,539.81	4,179.84	4,501.90	8,681.74
	ADW - Breeders		142.23	142.23		142.23
						0.00
Harness	CSSC			0.00	0.00	0.00
	ADW - Breeders		478.98	478.98		478.98
Totals		13,140.34	128,929.67		51,492.75	193,562.76

California State Fair - 2011

	Check To	Owners	Breeders	Total O/B	Assoc Fees	
TB	CTBA	6,419.56	49,477.99	55,897.55		55,897.55
	TOC				5,079.81	5,079.81
	CTT				2,539.90	2,539.90
	CTHF				7,619.71	7,619.71
	CHBPAPEN				7,619.71	7,619.71
	ADW - Breeders			19,812.38		
	Total	6,419.56	69,290.37	75,709.93	22,859.14	98,569.07
QH	PCQHRA	503.57	2,226.12	2,729.69	1,038.26	3,767.95
	ADW - Breeders		168.29	168.29		168.29
Appy	CWAR			0.00		0.00
	ADW - Breeders			0.00		0.00
Arab	ARAC	288.17	1,865.51	2,153.68	2,331.26	4,484.94
	ADW - Breeders		104.56	104.56		104.56
Mule	AMRA	558.33	3,182.44	3,740.77	3,865.10	7,605.87
	ADW - Breeders		119.43	119.43		119.43
						0.00
Harness	CSSC			0.00		0.00
	ADW - Breeders		425.74	425.74		425.74
Totals		7,769.63	77,382.46		30,093.76	115,245.85

Sonoma County Fair - 2011

	Check To	Owners	Breeders	Total O/B	Assoc Fees	
TB	CTBA	12,136.52	94,808.35	106,944.87		106,944.87
	TOC				9,914.94	9,914.94
	CTT				4,957.47	4,957.47
	CTHF				14,872.41	14,872.41
	CHBPAPEN				14,872.41	14,872.41
	ADW - Breeders Estimated		30,251.04			
	Total	12,136.52	125,059.39	137,195.91	44,617.23	181,813.14
QH	PCQHRA	427.08	1,736.76	2,163.84	936.60	3,100.44
	ADW - Breeders Estimated		137.27	137.27		137.27
Appy	CWAR			0.00		0.00
	ADW - Breeders Estimated			0.00		0.00
Arab	ARAC	381.29	2,230.29	2,611.58	2,974.39	5,585.97
	ADW - Breeders Estimated		117.42	117.42		117.42
Mule	AMRA	508.90	2,868.49	3,377.39	3,802.38	7,179.77
	ADW - Breeders Estimated		153.48	153.48		153.48
	TOTALS					0.00
Harness	CSSC			0.00		0.00
	ADW - Breeders		492.28	492.28		492.28
Totals		13,453.79	132,795.38		52,330.60	198,579.77

Humboldt County Fair - 2011

	Check To	Owners	Breeders	Total O/B	Assoc Fees	
TB	CTBA	1,305.12	10,677.55	11,982.67		11,982.67
	TOC				1,424.16	1,424.16
	CTT				712.08	712.08
	CTHF				2,136.24	2,136.24
	CHBPAPEN				2,136.24	2,136.24
	ADW - Breeders Estimated		7,982.86			
	Total	1,305.12	18,660.41	19,965.53	6,408.73	26,374.26
QH	PCQHRA			0.00		0.00
	ADW - Breeders Estimated		78.28	78.28	28.18	106.46
Appy	CWAR			0.00		0.00
	ADW - Breeders Estimated			0.00		0.00
Arab	ARAC	258.03	1,367.42	1,625.45	1,944.40	3,569.85
	ADW - Breeders Estimated		57.40	57.40		57.40
Mule	AMRA	362.56	1,889.73	2,252.29	2,637.33	4,889.62
	ADW - Breeders Estimated		88.82	88.82		88.82
						0.00
Harness	CSSC			0.00		0.00
	ADW - Breeders		211.65	211.65		211.65
Totals		1,925.71	22,353.71		11,018.64	35,298.06

Fresno District Fair - 2011

	Check To	Owners	Breeders	Total O/B	Assoc Fees	
TB	CTBA	7,143.96	56,766.11	63,910.07		63,910.07
	TOC				5,918.56	5,918.56
	CTT				2,959.28	2,959.28
	CTHF				8,877.85	8,877.85
	CHBPAPEN				8,877.85	8,877.85
	ADW - Breeders Estimated		17,324.35			
	Total	7,143.96	74,090.46	81,234.42	26,633.54	107,867.96
QH	PCQHRA	518.76	2,010.83	2,529.59	1,081.17	3,610.76
	ADW - Breeders Estimated		137.21	137.21		137.21
Appy	CWAR			0.00		0.00
	ADW - Breeders Estimated			0.00		0.00
	0			0.00		0.00
Arab	ARAC	385.90	2,178.22	2,564.12	2,882.27	5,446.39
	ADW - Breeders Estimated		94.36	94.36		94.36
Mule	AMRA	511.78	2,829.34	3,341.12	3,733.05	7,074.17
	ADW - Breeders Estimated		131.35	131.35		131.35
						0.00
Harness	CSSC			0.00	0.00	0.00
	ADW - Breeders		353.67	353.67		353.67
Totals		8,560.40	81,825.44		34,330.03	124,715.87

PROJECT

JUMBO VIDEO SCREEN DISPLAY AT CALIFORNIA RACING FAIR GRANDSTANDS

Background

Simulcasting is transforming the manner in which California Fairs present horse racing to their patrons. The growth of simulcasting has required a greater reliance on more and better video displays for three notable reasons: 1) to show horse races sent via satellite from distant tracks; 2) to show important totalisator wagering information; and 3) to showcase live horse racing taking place at Fairs. California Fairs have led the way in building state-of-the-art satellite facilities dedicated to this growing sector of the racing industry.

Simulcasting has become an important component of the Fairs' live racing program. Fairs that conduct live horse racing are required to offer simulcast wagering on racing from other tracks throughout California. This has required the addition of many TV displays in Fair Grandstands. We have found, however, due to the open structure of a well-designed Grandstand, that it is impossible to mount conventional TV displays sufficient to adequately serve the majority of our Grandstand patrons.

Proposal

In order to better entertain and inform patrons in Fair racetrack Grandstands, we propose procurement of a transportable, jumbo video screen for use at California racing Fairs. We propose that the display be designed and fabricated so as to allow positioning of the screen above the Infield totalisator board, directly in front of the Grandstand. Such a display could exhibit both live and simulcast races in a dramatic presentation to enhance racing coverage for a large complement of patrons. We believe that this enhanced presentation would stimulate interest in the races shown and consequently increase handle. In addition, the display would transform each racetrack Grandstand into a night-time venue of a type never before available at Fairs.



Christopher Korby

April 2, 1997

To: See Distribution
From: Chris Korby
Date: July 3, 1999
Re: Sony JumboTron Arrival

As I have discussed with most of you individually, the Sony JumboTron that was scheduled to be here at the Fair became available a day earlier than was originally planned. After discussions with Fair management, I have arranged to have it transported to the Fair tonight, Saturday, in order to have it in service for an extra day, the Fourth of July.

The unit is scheduled to arrive between 10:00 and 12:00 Midnight tonight, depending on how quickly the crew can leave the X-Games venue in San Francisco. Per conversations with Rick Pickering, I am instructing the driver to bring the unit in the Valley Ave Gate, proceed to the Corporation Yard, drive onto the racetrack at the Quarter Pole Gate, drive down the racetrack to the Sixteenth Pole Gap Gate and enter the Infield through that Gate. He will park the unit behind the Tote Board at a location that I have marked. Tomorrow morning, Sunday, the crew will complete their set-up, elevating the screen so that it appears to sit on the Tote Board.

It may be necessary to remove some of the flags that are mounted on the roof of the Tote Board.

The laser link transmitting video to the JumboTron from Pegasus is installed and operating.

The JumboTron is scheduled to run on its own generator for power. The Fair Maintenance Department should be prepared to top off the tanks with diesel fuel **every morning**. We can check with the Operator on Sunday to determine what daily fuel consumption will be.

Please don't hesitate to contact me via Cellular Phone 916-849-2116 or Pager 800-785-8131 if you have any questions.

Thanks for your help and cooperation.

cc: Rick Pickering
Kelly Robinson
Jeanne Wasserman
Maintenance
Racing
Stewards
Pegasus Communications

Request For Proposal (RFP)
California Authority of Racing Fairs (CARF)

JUMBO VIDEO SCREEN DISPLAY
AT CALIFORNIA LIVE RACING FAIR GRANDSTANDS

1.0 Description of Goods/Services to be provided

This proposed agreement will be a contract-for-services with the California Authority of Racing Fairs (CARF) for provision of a jumbo video screen for use at California Fairs that conduct horse racing. The contract-for-services will include set up and tear down at each fair, movement to each fair and on-site maintenance support.

2.0 Period of Performance

This contract shall be effective from 1 June, 2003 to 1 November, 2007. Jumbo video screen will be required on site at seven fairs (L.A. County Fair not included) each year during this period. Total days of support will be as follows for 2003:

San Joaquin Fair, Stockton, CA - Monday, June 9, 2003 thru Sunday, June 22, 2003 (14 days – 10 performance days)

Alameda County Fair, Pleasanton, CA – Monday, June 23, 2003 thru Sunday, July 6, 2003 (14 days – 11 performance days)

Solano County Fair, Vallejo, CA – Monday July 7, 2003 thru Sunday, July 20, 2003 (14 days – 10 performance days)

Sonoma County Fair, Santa Rosa, CA – Monday, July 21, 2003 thru Monday, August 4, 2003 (15 days – 12 performance days)

Humboldt County Fair, Ferndale, CA – Tuesday, August 5, 2003 thru Sunday, August 17, 2003 (13 days – 10 performance days)

California State Fair, Sacramento, CA – Monday, August 18, 2003 thru Monday, September 1, 2003 (15 days – 12 performance days)

L.A. County Fair, Pomona, CA – Wednesday, September 10, 2003 thru Sunday, September 28, 2003 (19 days – 17 performance days). Separate Bid Option.

The Big Fresno Fair, Fresno, CA – Monday, September 29, 2003 thru Monday, October 13, 2003 (15 days – 11 performance days)

Total On site days 2003 – 100 days (Excluding L.A. County Fair)

Total Performance days 2003 – 76 days (Excluding L.A. County Fair)

Total On site/performance days for 2004, 2005, 2006, and 2007 will be by CARF verified prior to 1 January of each year.

3.0 Delivery Requirements

a. All licensing procurements and fees required for the movement, setup and tear down and production use of the video jumbo screen at each fair are the responsibility of the contractor.

b. Transportation

1. Any transportation costs associated with the delivery of any support equipment, goods or supplies required for the use or maintenance of the video jumbo screen are the responsibility of the contractor.

2. Movement and set up and teardown of the video jumbo screen, including all labor and provision of any special or additional equipment, are the sole responsibility of the contractor.

3.0 Tasks to be accomplished/functions to be performed

- a. Contractor will provide all services related to provision of transportable jumbo screen, including, on-site technical support, maintenance, transportation, and satisfactory assurances to guarantee performance. Contract rate will include all services.
- b. Contractor will agree to performance criteria and contract will specify back-up and response contingencies to address spare parts inventory and availability of back-up display.

4.0 Display/ Production Specifications

- a. Minimum display size 17' X 23'
- b. Self-contained and fully-transportable on one air-ride trailer. Unit must be capable of transport on California freeways without special licenses or permits.
- c. We plan to park the unit behind the Infield totalizer board, and then elevate the screen above the tote board. Unit must be capable of operating with bottom of screen at least fifteen (15) feet above the ground. Unit must be capable of operating within eight (8) hours of arrival on-site and require not more than two (2) persons to set up. A self-erecting design, with integrated lift mechanism (hydraulic or mechanical) will be given preference.
- d. Preference will be given to a proposal that includes On-board electrical generator sufficient to power all operations.
- e. Fully weatherized and stabilized for wind loading according to applicable engineering standards and California codes.
- f. Unit must be designed to operate at least five (5) years at seven hours per day, one hundred days per year. Unit will move at least eight (8) times per year.
- g. Unit must meet all applicable California health and safety codes.
- h. Minimum resolution – 208X208 LED
- i. 6000 NIT Brightness Rating
- j. Must accept NTSC broadcast standard composite video, 1v. peak-to-peak. CARF will furnish TV production signal according to this standard.

5.0 On-Site support personnel

Maintenance Technician.

6.0 Cost Proposal

- a. Day rate for use of the jumbo video screen during 76 days of live racing. Rate should include set-up and tear-down times as well as transportation time. Rate should include salary of on-site maintenance technician.
- b. Proposal should include an option for the cost of service at LA County Fair, Pomona, CA from Wednesday, September 10, 2003 thru Sunday, September 28; 19 days (17 performance days) of additional service.

6.0 Performance Evaluation Prior to Award

Contractor selected will demonstrate the video jumbo screen in an afternoon racing fair environment at a location selected by CARF. The purpose of this demonstration will be to evaluate whether the proposed unit provides acceptable brightness and resolution performance under actual operating conditions. A contract will be awarded, if it is awarded, only after the performance is judged satisfactory by CARF. Demonstration will be scheduled within thirty (30) days after submission of Proposals.

7.0 Response timelines to RFP

All responses must be received by 4:00 pm, April 11, 2003. While CARF intends to award a contract for these services, it reserves the right to reject any proposal or all proposals submitted in response to this request for any reason or for no reason. Six (6) copies of the proposal should be sent to California Authority of Racing Fairs, Attn: Larry A. Swartzlander, 1776 Tribute Road, Suite 150, Sacramento, CA 95815. Contact number 916-799-7084.

Fairs	2009 Starts	2009 Fatalities	Fatalities per 1,000 starts	2010 Starts	2010 Fatalities	Fatalities per 1,000 starts	2011 Starts	2011 Fatalities	Fatalities per 1,000 starts
Alameda County Fair Pleasanton	990	2	2.02	851	3	3.53	757	2	2.64
California State Fair Sacramento	627	0	0.00	456	0	0.00	445	0	0.00
Fresno Fair Fresno	623	0	0.00	523	1	1.91	565	0	0.00
Humboldt County Fair Ferndale	300	1	3.33	288	0	0.00	250	1	4.00
San Joaquin Fair Stockton	564	1	1.77	202	0	0.00	185	0	0.00
Sonoma County Fair Santa Rosa	700	4	5.71	952	1	1.05	861	1	1.16

Thoroughbred Tracks	2009 Starts	2009 Fatalities	Fatalities per 1,000 starts	2010 Starts	2010 Fatalities	Fatalities per 1,000 starts	2011 Starts	2011 Fatalities	Fatalities per 1,000 starts
Del Mar Del Mar	2,945	5	1.70	2,657	5	1.88	2,704	5	1.85
Golden Gate Albany	11,301	15	1.33	10,019	16	1.60	9,478	13	1.37
Hollywood Park Inglewood	5,621	13	2.31	5,626	11	1.96	5,388	11	2.04
Santa Anita Park Arcadia	5,961	5	0.84	5,237	8	1.53	6,472	19	2.94

Racing Fair

Financial

Highlights 2011



Total Conventional & ADW Handle

\$123 million

Revenue Distributed by CARF

\$26 million

Total Commissions

\$5.8 million

Total Purses

\$7.4 million



	Total	STK	PLN	SAC	SR	FER	FNO
Revenue							
Takeout & Other Revenue	26,068,691	1,957,306	6,915,616	4,116,207	7,292,091	1,099,223	4,688,247
Commissions							
Total Commissions	5,822,216	411,663	1,563,929	898,481	1,634,977	283,209	1,029,958
Purses							
Total Purses	7,425,905	645,256	1,983,372	1,232,362	1,989,750	246,953	1,328,213
Distributions							
F&E Fund 19614d/License Fees	212,065	12,724	56,585	25,999	58,771	13,440	44,546
F&E Recapture	32,515	2,004	8,687	5,411	8,920	1,360	6,134
CHRB Support	417,922	26,430	112,245	69,231	114,130	17,403	78,482
Commingle Guest O/S	5,753,952	348,636	1,465,555	803,616	1,731,396	244,866	1,159,882
Interstate Host	818,562	71,889	231,799	134,864	225,751	20,590	133,669
Location Fee	1,435,829	118,078	380,971	247,776	403,238	59,381	226,385
Promotion	138,186	10,549	37,523	23,908	39,274	4,574	22,358
City/County	218,317	15,876	59,561	34,913	61,590	8,211	38,166
Stabling/Vanning	663,281	50,634	180,106	114,757	188,513	21,954	107,319
Equine Lab	66,158	4,811	18,049	10,580	18,664	2,488	11,566
Owners	48,404	3,555	13,140	7,770	13,454	1,926	8,560
Breeders	483,533	36,312	129,869	78,034	133,895	22,949	82,473
CHRIMS	27,637	2,110	7,504	4,782	7,855	915	4,471
Other ADW Distributions	201,488	13,481	47,104	29,628	49,411	17,355	44,509
NCOTW Simulcast Expense Fund	2,302,720	183,299	619,615	394,097	612,504	131,652	361,553

Financial Highlights

2011 Race Year

Tote Handle	\$6,756,715	\$26,456,203	\$15,187,865	\$28,307,540	\$3,910,325	\$17,988,070	\$98,606,719
ADW Handle	\$1,928,582	\$6,483,264	\$4,014,655	\$6,431,046	\$1,602,502	\$4,050,402	\$24,510,452
All Handle Total	\$8,685,298	\$32,939,467	\$19,202,520	\$34,738,586	\$5,512,828	\$22,038,472	\$123,117,170

2011 Race Meet	Stockton	Plensanton	Sacto	Sonoma	Humboldt	Fresno	Total
REVENUE:	6/16-6/20	6/23-7/11	7/14-7/25	7/28-8/15	8/13-8/22	10/6-10/17	
Takeout	\$1,470,117	\$5,713,861	\$3,286,374	\$6,188,459	\$862,038	\$3,936,216	\$21,457,065
Programs	\$12,392	\$38,939	\$26,199	\$44,042	\$3,607	\$25,436	\$150,614
Overlap/Redistribute				(\$22,939)	\$22,939		\$0
Intra Outs/Refunds	\$22,551	\$92,084	\$34,091	\$85,628	\$27,164	\$55,080	\$316,599
Rights Fees	\$9,599	\$31,314	\$21,730	\$36,642	\$19,846	\$21,598	\$140,730
Misc Revenue	\$3,387	\$6,337	\$4,287	\$5,495	\$2,054	\$5,021	\$26,581
Supplemental Purses (Performance)	\$42,500	\$85,360	\$52,270	\$95,550	\$33,960	\$68,400	\$378,040
Combined Purse Report	\$119,013	\$5,975	\$104,633	(\$86,034)	(\$107,145)	\$9,962	\$46,404
Decoder Revenue	\$7,528	\$25,175	\$14,382	\$38,635	\$6,128	\$21,015	\$112,863
AB509 Los Alamitos Proxy Fees	\$9,353	\$39,650	\$23,852	\$36,763	\$9,922	\$21,021	\$140,562
Share On Track Expenses	(\$1,688)	(\$8,390)	(\$2,368)	(\$6,392)	(\$1,496)	(\$3,941)	(\$24,274)
ADW California & Exports	\$262,555	\$885,311	\$550,757	\$876,241	\$220,206	\$528,437	\$3,323,507
Total	\$1,957,306	\$6,915,616	\$4,116,207	\$7,292,091	\$1,099,223	\$4,688,247	\$26,068,691

DISTRIBUTED:							
F&E Fund 19614d/License	\$12,724	\$56,585	\$25,999	\$58,771	\$13,440	\$44,546	\$212,065
F&E Recapture	\$2,004	\$8,687	\$5,411	\$8,920	\$1,360	\$6,134	\$32,515
CHRB Support	\$26,430	\$112,245	\$69,231	\$114,130	\$17,403	\$78,482	\$417,922
Commingle Guest O/S	\$348,636	\$1,465,555	\$803,616	\$1,731,396	\$244,866	\$1,159,882	\$5,753,952
Interstate Host	\$71,889	\$231,799	\$134,864	\$225,751	\$20,590	\$133,669	\$818,562
Location Fee	\$83,411	\$269,428	\$178,151	\$297,550	\$36,092	\$176,177	\$1,040,809
Promotion	\$10,549	\$37,523	\$23,908	\$39,274	\$4,574	\$22,358	\$138,186
City/County	\$15,876	\$59,561	\$34,913	\$61,590	\$8,211	\$38,166	\$218,317
Stabling/Vanning	\$50,634	\$180,106	\$114,757	\$188,513	\$21,954	\$107,319	\$663,281
CHRIMS	\$2,110	\$7,504	\$4,782	\$7,855	\$915	\$4,471	\$27,637
Equine Lab	\$4,811	\$18,049	\$10,580	\$18,664	\$2,488	\$11,566	\$66,158
Owners	\$3,555	\$13,140	\$7,770	\$13,454	\$1,926	\$8,560	\$48,404
Breeders	\$25,861	\$97,676	\$56,752	\$101,644	\$13,935	\$63,785	\$359,652
Rfee Breeders	\$288	\$939	\$652	\$1,099	\$595	\$648	\$4,222

ADW DISTRIBUTED:							
DIR	\$520	\$1,673	\$1,044	\$1,612	\$433	\$993	\$6,276
Equine	\$1,907	\$6,135	\$3,829	\$5,910	\$1,589	\$3,639	\$23,010
Backstretch	\$2,860	\$9,202	\$5,744	\$8,866	\$2,384	\$5,459	\$34,515
Location Fees	\$34,667	\$111,543	\$69,625	\$105,688	\$23,289	\$50,208	\$395,021
Retirement Fund	\$5,198	\$16,725	\$10,439	\$16,112	\$4,333	\$9,925	\$62,733
AB480				\$1,773	\$5,608	\$15,962	\$23,343
Workers Comp (CA & Exports)	\$2,472	\$10,506	\$6,790	\$11,512	\$2,508	\$5,965	\$39,751
Breeders (CA & Exports)	\$10,163	\$31,254	\$20,630	\$31,151	\$8,419	\$18,041	\$119,658
License Fee on exports							\$0
F&E	\$37	\$206	\$129	\$263	\$36	\$186	\$857
CHRB Support	\$487	\$2,658	\$1,652	\$3,364	\$464	\$2,380	\$11,004

MOVED TO PURSE ACCT							
Purses Generated	\$233,329	\$948,435	\$516,916	\$1,003,245	\$155,849	\$656,457	\$3,514,231
License SB16	\$12,477	\$41,160	\$21,859	\$36,037	\$5,494	\$24,780	\$141,808
SB1072	\$53,563	\$227,136	\$130,398	\$243,507	\$35,113	\$150,706	\$840,423
Overlap/Redistribute				(\$11,469)			(\$11,469)
Excess 6%	\$34,934	\$140,458	\$89,843	\$165,030	(\$10,943)	\$87,520	\$506,842
Rfees	\$4,656	\$15,187	\$10,539	\$17,771	\$9,625	\$10,475	\$68,254
Misc Revenue	\$1,693	\$3,169	\$2,143	\$2,748	\$1,027	\$2,511	\$13,291
Decoder Revenue	\$3,764	\$12,587	\$7,191	\$19,318	\$3,064	\$10,508	\$56,432
Intra Outs/Refunds	\$11,275	\$46,042	\$17,046	\$42,814	\$13,582	\$27,540	\$158,299
AB509 Los Alamitos Proxy Fee	\$4,677	\$19,825	\$11,926	\$18,382	\$4,961	\$10,511	\$70,281
Combined Purse Report	\$119,013	\$5,975	\$104,633	(\$86,034)	(\$107,145)	\$9,962	\$46,404
Performance	\$42,500	\$85,360	\$52,270	\$95,550	\$33,960	\$68,400	\$378,040
AB 701 W/C	\$14,528	\$60,719	\$34,280	\$66,588	\$10,112	\$43,819	\$230,047
ADW - SB1072	\$13,003	\$55,183	\$35,760	\$59,800	\$13,192	\$30,820	\$207,758
ADW - Purses (CA & Export)	\$94,317	\$317,204	\$194,507	\$311,707	\$77,803	\$191,296	\$1,186,835
ADW - AB480	\$1,527	\$4,931	\$3,050	\$4,758	\$1,257	\$2,909	\$18,431

PAID TO TRACK:							
Commissions Generated	\$198,336	\$795,710	\$438,943	\$830,867	\$123,398	\$532,115	\$2,919,369
License SB16	\$12,477	\$41,160	\$21,859	\$36,037	\$5,494	\$24,780	\$141,808
Redistribute				(\$11,469)	\$22,939		\$11,469
Out of State	\$33,754	\$141,163	\$77,610	\$162,120	\$29,063	\$111,859	\$555,569
Excess 6%	\$34,934	\$140,458	\$89,843	\$165,030	(\$10,943)	\$87,520	\$506,842
Rfees	\$4,656	\$15,187	\$10,539	\$17,771	\$9,625	\$10,475	\$68,254
Misc Revenue	\$1,693	\$3,169	\$2,143	\$2,748	\$1,027	\$2,511	\$13,291
Decoder Revenue	\$3,764	\$12,587	\$7,191	\$19,318	\$3,064	\$10,508	\$56,432
Intra Outs/Refunds	\$11,275	\$46,042	\$17,046	\$42,814	\$13,582	\$27,540	\$158,299
AB509 Los Alamitos Proxy Fee	\$4,677	\$19,825	\$11,926	\$18,382	\$4,961	\$10,511	\$70,281
Simulcast Expense (ncot)	\$183,299	\$619,615	\$394,097	\$612,504	\$131,652	\$361,553	\$2,302,720
Track Programs	\$12,392	\$38,939	\$26,199	\$44,042	\$3,607	\$25,436	\$150,614
Share of Ontrack Expense	(\$1,688)	(\$8,390)	(\$2,368)	(\$6,392)	(\$1,496)	(\$3,941)	(\$24,274)
ADW - Track (CA & Export)	\$93,870	\$313,161	\$194,507	\$308,968	\$77,634	\$187,745	\$1,175,884
ADW - AB480	\$1,527	\$4,931	\$3,050	\$4,758	\$1,257	\$2,909	\$18,431
rounding	(\$4)	(\$13)	(\$8)	(\$15)	(\$3)	(\$10)	(\$53)
Total	\$1,957,306	\$6,915,616	\$4,116,207	\$7,292,091	\$1,099,223	\$4,688,247	\$26,068,690

	(\$0)	\$0	(\$0)	\$0	(\$0)	\$0	\$0
Total Purses	\$645,256	\$1,983,372	\$1,232,362	\$1,989,750	\$246,953	\$1,328,213	\$7,425,905
Total Commissions	\$411,663	\$1,563,929	\$898,481	\$1,634,977	\$283,209	\$1,029,958	\$5,822,216

Stockton	Plensanton	Sacto	Sonoma	Humboldt	Fresno
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CALIFORNIA FAIRS SATELLITE NETWORK

PARI-MUTUEL HANDLE & DISTRIBUTIONS (LIVE & SIMULCAST)

1987-2011

Handle & Distributions Figures Do Not Include Advanced Deposit Wagering (ADW).

Detailed Distribution Report
 Date Range: 01/01/1987 - 12/31/2011
 Race Type: All Races
 Hosts: All Hosts
 Locations: All Locations
 Tracks: All Tracks
 Report By: Location
 Location Types: California

Location	Handle	License Fee	CHRB Support Fee	F & E	City Tax	Equine	Workers Comp	Satellite Location	Expense Fund	Promotion	Chrims	Van Stable	Proxy Fees	Track	Purses	SB1072	Owners	Breeders Sires	To Out of State Tracks
Anderson	80,326,332	1,735,350	21,782	107,492	259,350	79,876	35,889	1,561,052	2,590,031	375,187	665	477,976	5	3,573,453	3,554,070	11,720	73,688	353,553	485,662
Bakersfield	332,889,862	7,195,451	80,071	286,427	1,078,953	324,000	144,536	6,521,346	11,585,888	1,898,923	3,119	1,870,351	27,400	14,786,473	14,721,231	46,641	253,305	1,432,857	1,560,638
Eureka	50,441,318	1,136,636	1,498	64,349	162,942	49,268	19,097	963,000	1,530,973	239,657	0	282,824	0	2,210,479	2,202,696	0	45,955	221,303	309,455
Ferndale	24,253,924	237,130	12,174	216,928	57,407	17,122	17,917	88,856	270,195	17,584	84	34,457	16	1,811,479	1,933,428	9,984	22,310	102,365	21,031
Fresno	538,571,201	11,525,428	119,225	1,627,752	1,750,322	468,796	207,180	8,371,971	14,577,681	2,180,333	2,722	2,092,976	19,666	27,777,158	28,296,042	71,522	464,513	2,248,679	1,919,004
Fresno Club One	57,316,755	536,659	42,092	40,307	187,477	57,332	62,799	1,139,563	2,208,314	230,978	1,612	422,308	11,622	2,887,194	2,897,736	23,633	34,404	287,018	593,630
Imperial	63,558	1,310	0	0	2	64	0	1,084	1,355	217	0	303	0	2,631	2,593	0	38	293	1,915
Lake Perris	427,495,310	8,809,745	280,714	299,350	1,392,429	427,509	349,298	8,443,556	12,964,749	2,143,619	6,266	2,969,499	32,690	20,302,762	20,177,793	126,913	325,512	2,051,114	2,747,504
Lakeport	100,835	1,281	0	33	0	101	0	1,737	2,522	347	0	608	0	4,258	4,304	0	61	462	2,680
Lancaster	449,439,696	10,276,825	287,994	284,420	1,469,915	449,030	302,550	8,907,423	14,124,713	2,793,460	6,872	3,177,612	51,612	20,600,824	20,448,357	117,243	330,302	2,070,048	2,524,441
Merced	131,242	1,623	0	41	0	131	0	2,309	3,535	462	0	808	0	5,700	5,721	0	81	611	3,377
Mobile Unit	2,578,629	81,157	0	2,675	2,952	2,518	0	50,882	73,558	19,517	0	17,032	0	92,785	90,371	0	2,414	9,890	4,888
Monterey	321,483,483	6,086,931	86,724	293,002	1,043,884	320,172	154,657	6,300,773	11,719,882	1,582,997	3,680	1,602,658	39,355	15,075,852	15,035,434	50,941	257,078	1,412,750	2,171,679
Paso Robles	790,507	16,733	0	108	176	791	0	14,170	17,078	3,045	0	4,087	0	34,178	33,705	0	535	3,652	18,335
Pleasanton	1,439,548,074	26,266,464	532,315	2,927,869	4,676,666	1,338,988	825,038	24,304,043	45,181,546	5,527,227	17,198	7,617,220	158,214	72,998,837	73,974,704	307,418	1,192,543	6,401,708	8,207,819
Pomona	1,715,548,666	38,591,766	1,259,981	4,527,320	5,612,065	1,511,154	1,220,104	25,793,425	39,541,328	6,195,668	27,963	9,659,712	215,284	93,034,165	94,470,984	518,753	1,449,127	7,788,438	8,650,237
Sacramento	1,324,635,197	23,159,271	357,089	1,862,194	2,312,092	1,212,454	704,952	20,763,303	38,722,144	4,802,672	11,743	5,873,365	71,154	71,752,423	71,419,207	183,177	900,007	7,183,355	6,833,502
San Bernardino	1,386,571,292	35,601,264	532,143	819,773	4,534,633	1,384,410	652,918	27,436,466	42,104,794	9,723,308	11,960	9,938,707	65,693	61,023,804	60,350,493	233,765	1,094,863	6,116,804	5,850,656
San Jose	1,100,491,878	18,574,360	418,399	1,063,714	3,580,078	1,097,416	650,709	21,638,622	41,552,108	5,066,391	16,574	6,029,697	207,780	52,105,055	52,182,653	242,133	849,580	4,966,150	7,703,544
San Mateo	256,109,303	837,529	908,765	217,438	840,638	256,111	472,980	5,165,625	9,929,623	954,813	33,624	2,563,299	271,320	12,819,269	12,867,715	528,458	152,083	1,360,120	3,437,649
Santa Barbara	305,518,466	8,556,013	17,756	273,058	495,865	295,272	103,208	6,028,195	8,689,892	1,980,057	0	1,925,164	1,101	13,325,353	13,090,997	0	264,746	1,315,830	1,330,918
Santa Maria	241,413,382	6,252,744	87,383	210,121	787,001	236,904	103,347	4,758,888	6,885,375	1,490,336	1,493	1,611,461	3,326	10,690,951	10,530,839	27,883	203,092	1,072,886	1,140,910
Santa Rosa	661,991,173	13,118,803	186,913	1,961,396	2,153,748	584,091	322,581	9,754,458	18,336,772	2,337,627	5,188	2,798,135	49,600	35,146,399	35,900,668	113,906	560,017	2,841,800	3,024,369
Shalimar (Indio)	296,321,883	7,984,659	107,392	162,512	967,720	295,810	134,188	5,844,043	8,452,383	2,119,676	2,263	2,214,636	1,905	12,914,178	12,730,672	54,849	243,544	1,301,389	1,276,367
Sonora	151,478	2,191	0	19	0	151	0	2,636	3,394	558	0	903	0	6,581	6,671	0	116	680	3,659
Stockton	745,344,897	14,059,003	215,688	1,347,579	2,425,929	695,804	392,985	13,406,071	24,846,497	3,124,640	7,767	3,664,931	89,256	36,579,378	36,825,755	122,654	602,297	3,270,737	4,146,346
Surfside Race Place	2,276,102,789	59,597,875	942,197	988,188	7,427,714	2,273,020	1,073,728	44,893,519	63,720,400	15,498,650	21,001	17,328,335	120,507	99,418,199	97,987,455	403,728	1,897,237	10,185,620	11,833,875
Tulare	125,718,798	2,593,228	40,135	148,980	405,778	125,313	56,532	2,447,118	4,211,680	601,268	1,348	784,119	2,193	5,593,650	5,569,079	24,303	109,921	556,833	778,061
Turlock	177,509,805	2,753,210	95,868	193,246	572,104	177,425	122,780	3,453,798	5,917,010	682,901	3,185	1,331,506	1,785	8,463,774	8,476,923	56,466	151,962	838,700	1,577,598
Vallejo	617,363,414	11,094,894	197,832	1,396,380	1,259,100	561,746	345,063	10,267,781	20,092,206	2,396,382	7,412	3,001,104	99,222	32,261,765	32,731,278	119,662	497,708	2,721,119	3,546,622
Ventura	1,040,507,473	25,678,695	522,770	739,757	3,396,556	1,039,373	529,195	20,559,521	30,709,799	6,600,249	11,347	7,522,199	46,630	47,117,735	46,548,065	205,571	848,722	4,694,887	5,577,424
Victorville	305,484,368	7,090,111	122,268	190,910	998,379	305,229	185,341	6,044,453	9,693,570	1,897,966	2,929	1,999,574	31,993	13,949,882	13,857,336	55,189	223,955	1,392,410	1,638,781
Yuba City	137,875	1,998	0	26	0	138	0	2,329	3,183	501	0	800	0	5,843	5,825	0	111	591	4,032
TOTALS	16,302,352,865	349,456,337	7,477,167	22,253,364	49,851,874	15,587,519	9,189,572	294,932,014	490,264,178	82,487,215	208,014	98,818,367	1,619,331	788,372,463	788,930,799	3,656,513	13,051,827	74,204,650	88,926,609

CALIFORNIA AUTHORITY OF RACING FAIRS
BALANCE SHEET
December 31, 2011

ASSETS

	CURRENT YTD	PRIOR YTD
	12/31/11	12/31/10
Current Assets		
CASH - LAIF & INVESTMENTS	267,402	1,734,210
CASH - OPERATING/MM	2,405,913	49,755
CASH - TRUST & TOC	1,206,283	381,341
MARKETABLE SECURITIES	2,420,128	4,367,720
A/R - DUES	31,354	28,618
A/R - PROGRAMS	25,804	67,097
A/R - RACING FAIRS	126,521	293,737
A/R - ERF/OTHER A/R	534,422	2,170,002
PREPAIDS/DEPOSITS	62,773	59,290
OPEB ASSETS	92,725	92,725
Total Current Assets	7,173,125	9,244,496
Fixed Assets		
AUTOMOBILE	34,040	37,967
FURNITURE & EQUIPMENT	979	1,646
COMPUTER HARDWARE/SOFTWARE	6,262	7,050
TRACK EQUIPMENT	259,712	259,712
Total Fixed Assets (Net of Depr.)	300,993	306,374
TOTAL ASSETS	7,474,118	9,550,870

LIABILITIES & NET ASSETS

Current Liabilities		
A/P & WITHHOLDINGS	1,391,455	1,921,515
A/P - PROGRAM ROYALTIES TO HOST	49,801	56,837
RACING DISTRIBUTIONS	162,106	158,167
PURSES	922,393	1,518,189
TRACK SAFETY/MAINT.	463,289	212,520
INFOTEXT UPGRADE	0	0
MISC PROJECT FUNDS	0	0
LOU-1 - TIMING/TRACK SURFACE/AREA ENHANC	0	0
LOU-2 - SPECIAL EVENT CENTERS	0	0
LOU-3 - SATELLITE SURVEY/TURF STUDY	0	0
EQUIPMENT REPLACEMENT FUND	0	522,227
LOU-5 - SYMPOSIUM	3,805	3,805
MINI SATELLITE FUNDS	164,269	88,455
CAPITAL IMPROVEMENT FUND	75,164	1,212,751
Total Current Liabilities	3,232,283	5,694,467
Non-Current Liabilities		
CHRIMS FUNDS	91,661	90,558
CHANGE FUND	1,014,000	1,014,000
FAIRS - EQUIP REPLACEMENT FUNDS	2,122,079	2,007,372
Total Non-Current Liabilities	3,227,739	3,111,929
TOTAL LIABILITIES	6,460,022	8,806,396
Net Assets		
FUND EQUITY	709,681	728,101
F&E Net Assets	34,794	34,794
CARF@GG	0	0
RETIREMENT CONTINGENCY	0	0
NET INCOME/LOSS	269,621	(18,420)
Total Net Assets	1,014,096	744,475
TOTAL LIABILITIES & NET ASSETS	7,474,118	9,550,870

**California Authority of Racing Fairs
Agency Income Statement
December 31, 2011**

	2009	2010	2011	2011	2011	2011	-10%
	Year End	Year End	2011	2011	2011	2011	2012
	Actual	Actual	YTD	Annual	Budget	% Budget	Proposed
			Actual	Budget	Variance		Budget
Revenue:							
Other Revenue	148	(2,326)	981	500	481	196%	0
Interest Income	30,515	18,003	14,756	30,000	(15,244)	49%	15,000
Member Dues	282,532	290,107	288,330	292,913	(4,583)	98%	260,593
CARF South Programs Admin Fee	25,351	21,256	18,333	18,806	(473)	97%	21,038
CARF Projects Admin Fee	66,063	141,872	442,753	195,000	247,753	227%	0
CARF Live Racing Admin Fee	112,869	108,854	157,607	182,611	(25,004)	86%	138,201
CARF @ Leased Facility Revenue	(311,170)	0	0	0	0	0%	0
Total Revenue	206,308	577,767	922,760	719,830	202,930	128%	434,832
Expenses:							
Salaries	226,671	241,506	309,084	305,173	(3,911)	101%	222,959
Employee Benefits	23,714	18,890	41,818	30,000	(11,818)	139%	34,900
Post Retirement Benefits	666,317	33,688	31,922	35,000	3,078	91%	35,000
Payroll Taxes	12,487	12,529	14,970	15,000	30	100%	11,500
Accounting Costs	17,209	17,272	23,384	18,750	(4,634)	125%	16,250
Audit Services	7,125	6,375	8,925	6,375	(2,550)	140%	6,375
Automobile Expense	435	10,650	3,251	4,000	749	81%	4,000
Contracted Services	543	10,435	3,574	5,000	1,426	71%	3,000
Depreciation	13,881	11,985	12,634	10,000	(2,634)	126%	11,000
Dues & Subscriptions	36,048	11,952	1,819	1,000	(819)	182%	2,000
Insurance Expense	37,784	37,127	38,772	41,000	2,228	95%	41,000
Legal Expenses	11,413	21,720	8,009	12,500	4,491	64%	12,500
Legislative Expenses	53,508	53,796	56,144	63,000	6,856	89%	55,000
Meetings Expense	5,398	6,852	3,782	5,000	1,218	76%	5,000
Misc. (Ag Day Sponsor)	2,482	2,010	51	2,500	2,449	2%	0
Office Supplies	23,754	27,882	27,362	25,000	(2,362)	109%	22,500
Postage & Shipping	5,987	3,117	3,960	4,000	40	99%	3,600
Rent (Tribute Road)	38,916	38,265	35,770	45,000	9,230	79%	35,770
Repairs & Maintenance	0	674	328	1,000	672	33%	1,000
Telephone Expense	7,390	9,492	11,451	10,000	(1,451)	115%	10,000
Training	0	895	1,139	2,500	1,361	46%	2,500
Travel Expense	25,280	27,226	23,817	27,500	3,683	87%	22,500
Total Expenses	1,216,340	604,340	661,968	669,298	7,330	99%	558,354
Agency Income (Loss)	(1,010,031)	(26,573)	260,792	50,532	210,259		(123,522)
Southern Program Income (Loss)	7,142	8,153	8,829	2,444	5,439		2,963
Total Balance Sheet Net Income (Loss)	(1,002,890)	(18,420)	269,621	52,976	215,698		(120,559)

CARF Unrestricted Reserves Year End Audited Balance 2010

709,681

CARF Reserves after 2011 Year End with Estimates

\$979,302

Use of CARF Unrestricted Reserves for 2012

\$120,559

Balance of CARF Reserves after 2012 Budget

\$858,742

**California Authority of Racing Fairs
Southern Region Income Statement
December 31, 2011**

	2009	2010	2011	2011	2011	2011	2012
	Year End	Year End	YTD	Annual	Budget	% Budget	Proposed
	Actual	Actual	Actual	Budget	Variance		Budget
Program Revenue:							
Program Sales	343,634	285,716	254,468	250,750	3,718	101%	280,500
Other Revenue	0	0	0	0	0	0%	0
Royalties/Fees Due Host	(311,141)	(256,307)	(227,306)	(229,500)	2,194	99%	(256,500)
Total Revenue	32,493	29,409	27,162	21,250	5,912	128%	24,000
Expenses:							
Legal Expenses	0	0	0	0	0	0%	0
Meetings Expense	0	0	0	0	0	0%	0
Misc Exp.(Storage)	0	0	0	0	0	0%	0
Office Supplies	0	0	0	0	0	0%	0
Paper Expense	0	0	0	0	0	0%	0
Postage & Shipping	0	0	0	0	0	0%	0
Printing Supplies	0	0	0	0	0	0%	0
Rent & Utility Expenses	0	0	0	0	0	0%	0
Repairs & Maintenance	0	0	0	0	0	0%	0
Telephone Expense	0	0	0	0	0	0%	0
Travel Expense	0	0	0	0	0	0%	0
Total Expenses	0	0	0	0	0	0%	0
Operating Income (Loss)	32,493	29,409	27,162	21,250	5,912	128%	24,000
CARF Admin Fee	25,351	21,256	18,333	18,806	473	97%	21,038
Rebate							
Income (Loss)	7,142	8,153	8,829	2,444	5,439	361%	2,963

**California Authority of Racing Fairs
Project Management Income Statement
December 31, 2011**

	2009 Year End Actual	2010 Year End Actual	2011 YTD Actual	2011 Annual Budget	2011 Budget Variance	2011 % Budget	2012 Proposed Budget
Revenue:							
CARF Admin Fee	66,063	141,872	442,753	195,000	247,753	227%	0
Project Management	79,199	85,559	0	81,935	(81,935)	0%	0
Total Revenue	145,262	227,432	442,753	276,935	165,818	160%	0
Expenses:							
Salaries Expense	58,723	63,396	0	58,035	58,035	0%	0
Employee Benefits	7,287	8,538	0	9,000	9,000	0%	0
Payroll Taxes	2,832	3,076	0	3,000	3,000	0%	0
Accounting Costs	6,500	6,620	0	7,500	7,500	0%	0
Audit Services	2,550	2,550	0	2,550	2,550	0%	0
Automobile Expense	0	0	0	0	0	0%	0
Contracted Services	0	0	0	0	0	0%	0
Telephone Expense	708	754	0	1,000	1,000	0%	0
Travel Expense	42	68	0	250	250	0%	0
Misc. Storage	558	558	0	600	600	0%	0
Total Expenses	79,199	85,559	0	81,935	81,935	0%	0
CARF Admin Fee	66,063	141,872	442,753	195,000	(247,753)	227%	0

**California Authority of Racing Fairs
Live Racing Income Statement
December 31, 2011**

2009 = 79dys 2010 = 64 days 2011=58days

2012= days

	2009	2010	2011	2011	2011	2011	2012
	Year End	Year End	YTD	Annual	Budget	% Budget	Proposed
	Actual	Actual	Actual	Budget	Variance		Budget
Revenues:							
Change Fund Admin Fee	17,065	14,074	5,161	15,000	(9,839)	34%	15,000
Racing Fairs Admin Fee	74,561	69,032	69,945	85,111	(15,166)	82%	78,201
Supplemental Purses Admin Fee	22,000	22,000	82,500	82,500	0	100%	45,000
NCOTWINC Reimbursement	29,000	29,000	29,000	29,000	0	100%	29,000
Racing Fairs Reimbursement	1,059,854	1,003,686	932,602	1,082,942	(150,340)	86%	1,042,681
Advertising Revenue	4,100	4,550	2,500	4,000	(1,500)	63%	4,000
Total	1,206,580	1,142,343	1,121,708	1,298,553	(176,845)	86%	1,213,882
Expenses:							
Salaries	230,562	255,146	275,424	251,517	(23,907)	110%	295,750
Employee Benefits	44,792	46,948	48,505	47,000	(1,505)	103%	44,278
Payroll Taxes	11,877	13,103	12,669	13,500	831	94%	10,928
Accounting Costs	52,250	43,035	42,255	48,750	6,495	87%	48,750
Audit Services	16,575	25,323	16,575	16,575	0	100%	19,125
Automobile Expense	1,182	64	0	5,100	5,100	0%	2,000
Depreciation	0	0	0	0	0	0%	0
Dues & Subscriptions, NTRA	12,286	10,109	0	1,000	1,000	0%	1,000
Insurance Expense	0	0	0	0	0	0%	0
Legal Expenses	0	8,734	605	10,000	9,395	6%	5,000
Meetings Expense	1,111	3,440	740	5,000	4,260	15%	2,000
Misc. Exp (Harness,Storage,Bank fee)	58	0	0	0	0	0%	0
Telephone Expense	3,363	3,924	3,051	3,000	(51)	102%	3,500
Travel Expense	45,184	29,898	34,340	35,000	660	98%	35,000
Sub-Totals	419,240	439,725	434,164	436,442	2,278	99%	467,331
Racing Support Services:							
Announcer	26,596	23,904	17,850	26,000	8,150	69%	23,850
Condition Bk/Program Cover	22,491	15,245	15,748	20,000	4,252	79%	20,000
Racing Operations Support	79,601	78,325	57,834	90,000	32,166	64%	90,000
TC02 Testing	54,880	7,425	6,940	15,000	8,060	46%	10,000
Marketing	1,783	3,901	160	5,000	4,840	3%	3,000
Network Management	3,321	1,548	2,641	3,000	359	88%	500
Paymaster	20,298	8,106	6,044	11,500	5,456	53%	7,500
Program Production	178,814	179,004	171,503	205,000	33,497	84%	205,000
Racing Office System	53,156	43,739	26,406	55,000	28,594	48%	40,000
Recruitment	22,721	31,108	13,654	10,000	(3,654)	137%	15,000
Jumbo Screen	125,000	126,250	104,550	160,000	55,450	65%	110,000
Supplies	19,158	15,964	11,296	20,000	8,704	56%	15,000
Tattooing	20,469	17,200	18,901	19,000	99	99%	20,000
Timing/Clocker	22,430	22,805	0	0	0	0%	0
Transportation	3,465	2,150	1,711	5,000	3,289	34%	3,500
TV Production/Simulcast	20,288	17,088	74,701	35,000	(39,701)	213%	45,000
Sub-Totals	674,471	593,763	529,938	679,500	149,562	78%	608,350
Total Expenses	1,093,711	1,033,488	964,102	1,115,942	151,840	86%	1,075,681
CARF Admin Fee	112,869	108,854	157,607	182,611	25,004	86%	138,201

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03/29/2012 2:29 PM

Crist: Home-brewed stats skew Times analysis

By Steven Crist

Top left position photo:

Photo

“Mangled Horses, Maimed Jockeys,” a 6,400-word article splashed across the front-page of last Sunday’s New York Times, might have been a fair and useful piece of investigative journalism had it stuck to its scope: Rates of equine injuries and fatalities at some tracks, particularly Quarter Horse venues in the Southwest, are alarmingly high. There also are legitimate questions about the quality of oversight and regulation in an era when some of these tracks are operated by casino companies whose primary interest in racing is to secure licenses for their slot-machine operations.

The article, however, went well beyond that, generalizing about an entire industry with broad and unsupported strokes. Much worse, the paper then published a self-congratulatory editorial two days later, titling it “Horses to the Slaughter” and calling racing a “disreputable” industry whose participants have little regard for the welfare of its horses and riders. The editorial, written with the teary outrage of an 8-year-old who has just learned that ponies don’t live forever, states that the “real pillars” of racing are “the casual and continued mistreatment of vulnerable, overmedicated and ultimately disposable athletes.”

Much of the Times’s overreaching conclusions stem from a proprietary

analysis of supposed breakdowns, based on a computer analysis of comments in results charts. I knew something had gone badly awry with its analysis when I saw that Saratoga Race Course – by all previous measures one of the safest tracks in the world – had clocked in with 5.6 breakdown “incidents” per 1,000 starts over the last three years, above the national average in its survey.

Jeff Scott, a knowledgeable racing writer for the track’s hometown paper, *The Saratogian*, manually went through the same results charts for the last three years, and counted only 25 such incidents compared to the Times’s 53. He theorized that *The Times* had included horses leaving the course in steeplechase races but *The Times* on Thursday denied including such cases.

The Times resorted to brewing its own statistics because of the lack of reliable historical data. Racing indeed has until recently been negligent in keeping such records. Yet a discrepancy of this magnitude regarding the premier race meet in American racing calls the accuracy of the entire analytical undertaking into question.

Even if these rates were correct, they exist in a vacuum without a comparison point to 5, 10 or 20 years ago. Nobody knows if the situation is the same, better or worse than at any other time in history, but that is an inconvenient fact in the broader narrative *The Times* has been trying to tell for almost a decade now: that the sport is barbaric and its participants are crooked and uncaring.

Facts to the contrary, the paper’s coverage has consistently suggested that the deaths of Barbaro and Eight Belles were the result of a culture of drugs and neglect rather than regrettable but unpreventable accidents; that Big Brown lost the Triple Crown because of steroid usage rather than a common hoof problem that came at an inopportune time; and that the federal government must come riding in on its own white horses to save the sport from itself and its incompetent overlords.

Politicians wasted no time jumping on the Times article to attempt to revive their grandstanding calls for federal intervention.

Racing “has reached an alarming level of corruption and exploitation,” thundered Sen. Tom Udall of New Mexico, without documenting any actual corruption, much less any efforts he has made to improve the obviously underfunded regulation of racing in the state he represents.

“The doping of injured horses and forcing them to compete is deplorable and must be stopped,” said Rep. Ed Whitfield of Kentucky, who is trying to revive his and Udall’s failed 2008 bill that would put racing under the control of the Food and Drug Administration and ban the use of therapeutic raceday medications. It is unclear at best that either of those steps would improve equine welfare or racing safety.

The racing industry’s official response to the Times article has been disappointingly timid. A statement from the National Thoroughbred Racing Association called it “sobering,” a particularly poor word choice implying that the industry has been drunkenly turning a blind eye to the familiar issues the article addressed. The statement concluded with an odd internal call for all industry participants to “consider all options for enacting nationwide reform in a more comprehensive, lasting way,” which many will read as an invitation to Federal intervention.

Racing should react more swiftly and forcefully to these assaults on its very existence and do a better job of explaining the efforts it is making to improve the sport and take care of its horses. It’s pretty clear that if racing doesn’t stand up for itself, nobody else will.

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