

Agenda Item # 5

Ruling Log


Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fines	Suspended From	Suspended To	Days Suspended
16001	1/4/2016	Lauren Nickells	STB	10/10/2015	Prednisolone Positive	1000			
16002	1/5/2016	Bobby Brower	STB	11/4/2015	Methocarbamol	1000			
16500	1/12/2016	Larry Sterling	TB	10/15/2016	Triamcinolone	1000		Purse Redist	
16003	1/14/2016	Deasia Glenn	STB	12/31/2015	F-Print Requirements		1/1/2016	Pend FP RE	
16004	1/14/2016	Robert Reed	STB	12/31/2015	F-Print Requirements		1/1/2016	Pend FP RE	
16005	1/14/2016	Jenny Melander	STB	12/31/2015	F-Print Requirements		1/1/2016	Pend FP RE	
16006	1/21/2016	Trent Stohler	STB	10/23/2015	Methylprednisolone	1000			
16007	1/21/2016	Trent Stohler	STB	10/30/2015	Methylprednisolone				
16008	1/25/2016	James Arledge	STB	10/23/2016	Drug Test - Equine	1000			
16009	2/5/2016	Mark O'Mara	STB	10/28/2015	Gabapentin	500	4/1/2016	Pur Redist	
16010	2/16/2016	Trent Stohler	STB	6/20/2014	Tripeleonnamine	500			
16501	2/19/2016	Ross Russell	TB	9/20/2014	Summarily Suspnd	12000	9/20/2014	9/20/2023	3288
16011	2/19/2016	Jimmy Rodgers	STB	6/25/2014	Tripeleonnamine	500	4/1/2016	4/15/16	15
16012	2/19/2016	Jimmy Rodgers	STB	7/5/2014	Tripeleonnamine				
16013	2/19/2016	Rodger Walmann	STB	10/13/2012	Restored-FP Rec'd			Restored	
16502	2/25/2016	Jeffrey Yoder	QH	10/11/2014	Cobalt Positive	5000	11/4/2015	11/2/16	365

Agenda Item # 6



Memorandum

To: Deena Pitman, Interim Director
Indiana Horse Racing Commission

From: Rick Moore, VP/General Manager of Racing 

Date: January 11, 2016

Re: 2016 Standardbred Race Meet Officials

Please find below the list of racing officials for the upcoming 2016 Hoosier Park Standardbred Meet as required by IHRC 71 IAC 3-1-1. The meet begins on Friday, April 1.

All of the individuals listed below have been previously licensed by the IHRC in the past.

As always, please do not hesitate to contact me if you have any questions or require additional information.

Director of Racing/Racing Secretary	Scott Peine
Paddock Judge	Stephanie Howard
Horse Identifier/Racing Office Assistant	Sharon Beeman
Asst. Racing Secretary, Clerk of Course	Cindy Tetuan
Racing Office Assistant	Kathy Yancey
Racing Office Assistant	Pam Anders
Official Starter/Patrol Judge	Todd Nixon
Official Charter/Program Director	Bobbi Hansen
Official Timer	International Sound
Photo Finish Technician	Michaela Bowen
Racing Veterinarians	Dr. Dan Eichhorn Dr. Aaron Smiley Dr. Michael Hardy
Integrity & Stall Superintendent	Kim Stalhiem
Judges Stand Tote Asst.	Michael Kendall
Horsemen's Bookkeeper	Karen Gilson

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Indiana Grand Race Course

2016 Officials List

Director of Racing / Racing Secretary	Kevin Greely
Assistant Racing Secretary	Jeffrey W Johnston
Paddock Judge	Cyndi Smith
Placing Judges	Kym Sample, Ladonna Peck, Sheri Torres
Outriders	Tiffany Belden, John Neal, Scott Cole
Claims Clerk	Amanda Dake
Clockers	Amanda Dake, Abigail Shoemaker
Clerk of Scales	Steve Cahill
Jocks Room Custodian	Chris Belleville
Identifier	Patrick Davis
Starter	Steve Peterman
Track Superintendent	Roy Smith
Horsemen's Bookkeeper	Incompass / Angela Fryman
Timer/Photo Finish	Sheri Torres
Silks Attendant	Randi Fowler
Veterinarians	Dr. William Doig, Dr. Charles Kalb, Dr. Michael Hardy, Dr. Dan Eichorn

Agenda Item # 8

AGREEMENT

This Agreement is dated March 1, 2016 (the "Agreement"), between HOOSIER PARK, L.L.C., ("Hoosier Park"), an Indiana limited liability company and the INDIANA STANDARDBRED ASSOCIATION, ISA (the "ISA").

WHEREAS, Hoosier Park and the ISA previously entered into an agreement dated March 1, 2015;

WHEREAS, Hoosier Park and the ISA desire to establish a new agreement pursuant to which the ISA's members will race at Hoosier Park's facility;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Exclusive Representation.** Hoosier Park recognizes the ISA as the duly designated representative of the majority of harness horsemen racing at Hoosier Park and agrees to deal with ISA on an exclusive basis as the representative of harness horsemen so long as the ISA continues to represent a majority of such harness horsemen. The ISA represents to Hoosier Park that it has been duly authorized to enter into the Agreement by and on behalf of a majority of the harness horsemen actually racing at Hoosier Park. Hoosier Park agrees to invite the president of the ISA or his designee to any meeting involving Standardbred horsemen.

2. **Terms and Scope of the Agreement**

a. The effective date of this Agreement shall be January 1, 2016 and, unless sooner terminated as provided herein, shall expire on December 31, 2016. This Agreement shall apply to and govern all live harness race meets conducted by Hoosier Park during the term of this Agreement.

b. Except as specifically provided otherwise, this Agreement shall apply only to live Standardbred race meets and pari-mutuel wagering conducted at Hoosier Park's racing facility located at 4500 Dan Patch Circle, Anderson, Indiana (the "Racetrack") and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Hoosier Park and located in the state of Indiana (the "Satellite Facilities").

3. **Allocation of Specified Funds.** Slot machine revenues allocated to the Standardbred Purses pursuant to State Statute shall go to the Hoosier Park Standardbred Horse Industry Trust Account in accordance with Indiana Horse Racing Commission rules.

The parties shall cooperate, as appropriate, to present a recommendation to the Commission on the allocation of funds designated for Standardbred Breed Development.

4. **Payment for Administrative Expenses.** Hoosier Park shall deduct three percent (3%) of the purses generated from the sources described in Section 18 below from the Hoosier Park Standardbred Horse Industry Trust Account, and pay such amounts to the ISA to be used by the ISA solely at its discretion for its administrative expenses and for services rendered to its members. Such payment shall be made throughout the term of this Agreement in current monthly installments as such funds are generated, received and deposited in the Standardbred Horse Industry Trust Account

as long as no purse overpayment exists. If an overpayment exists, this payment shall not be paid until the overpayment no longer exists.

5. Race Cards; Simulcasting

- a. During the live race meet at the Racetrack, Hoosier Park agrees to hold an average of ten (10) live races per race day having a minimum of eight (8) betting interests per race, provided there is an adequate supply of Standardbred horses and the running of ten (10) live races does not cause an overpayment of purses at any time during the meet. The ISA shall use all reasonable means to supply Hoosier Park with an adequate supply of horses to conduct each race meet covered by the Agreement. Hoosier Park shall cooperate with and assist the ISA in obtaining an adequate supply of horses.
- b. Hoosier Park shall determine the cost, type, time and schedule of all imported simulcast signal to the Racetrack and Satellite facilities.
- c. The simulcasting of full cards at the Racetrack on live race days, both afternoon and evening, will be determined by Hoosier Park. Hoosier Park agrees to make a good faith effort to present an equitable mix of both standardbred and thoroughbred whole card simulcasts during actual live racing performances whenever possible.
- d. The ISA consents to the interstate simulcasting of the Hoosier Park signal.

6. Purses

- a. Hoosier Park shall establish a tentative average daily overnight purse schedule and tentative stakes purse schedule for each race meet held, using its best judgment in estimating the balance in the Standardbred Horse Industry Trust Account and after consultation with the ISA. Not more than twelve and one-half percent (12 1/2%) of the total purse money payable to Standardbred horsemen shall be paid for stakes, early closing or late closing events and special events. Hoosier Park and the ISA shall meet to discuss races with a purse of over \$50,000 but the final decision shall be in the discretion of Hoosier Park. Hoosier Park and the ISA shall meet to plan and discuss the purse schedule but the final decision shall be in the discretion of Hoosier Park. Hoosier Park and the ISA agree that the maximum purse for any overnight event shall not exceed an amount equal to seven times the minimum overnight purse excluding the Dan Patch and any other mutually agreed overnight.
- b. Overpayment and underpayment of purses by Hoosier Park from the Standardbred Horse Industry Trust Account shall be handled as follows: Underpayment during the live race meet shall carryover to the next live race meet. Overpayment by Hoosier Park shall be repaid from all purses generated each month
- c. Hoosier Park shall furnish to ISA a daily report that includes handle from all sources.
- d. Notwithstanding anything to the contrary set forth in this Agreement, purses will be distributed for the 2016 race meeting based upon Hoosier Park's reasonable estimate of the

bank balance in the Standardbred Horse Industry Trust Account in accordance with the rules of the Indiana Horse Racing Commission and with the percentages set forth in Section 18 below.

7. **Driver's, Trainer's and Cancellation Fees**

a. Hoosier Park shall deduct the greater of Twenty-five dollars (\$25.00) or five percent (5%) from all Standardbred purse payments as a driver's fee. That fee shall be paid to the driver on a weekly basis. All drivers must apply to and be approved by Hoosier Park. Drivers whose order of finish is such that they do not earn purses shall be paid a minimum of Twenty -five Dollars (\$25.00) from their owners and/or lessees purse account. Hoosier Park, with ISA's full support, may deny racing privileges to those owners and/or lessees who fail to pay the required driver's fee within fourteen (14) days after the date upon which fee becomes due and payable.

b. Hoosier Park shall deduct five percent (5%) from all owners and/or lessees Standardbred purse payments as a trainer's fee. That fee shall be paid to the trainer upon request .

c. For each race cancelled because of inclement weather, mechanical failure, electrical failure or any other reason the owner and/or lessee shall be reimbursed Three Hundred dollars (\$300.00) from the track purse account for each horse programmed and not previously scratched from a cancelled race. No reimbursement shall be made in the event notice of cancellation is posted in the racing office eight (8) or more hours prior to post time of the first race.

8. **Condition Sheets.** Hoosier Park agrees that an average of seventy-five percent (75%) of overnight races will be Indiana Sired Preferred (ISP). The Race Secretary may stipulate a secondary preference of Indiana Bred (IB) in such overnight races. For the purpose of this contract the definition of Indiana Bred shall be defined as a foal in which all registered breeders are Indiana residents. Any partnership or corporation registered by the corporation by the breeder must be fully comprised of Indiana residents. The Dan Patch race, late closers, early closers, stakes races, and any other special invitational races are excluded from the stipulations of this paragraph. Hoosier Park's racing secretary shall, during all meets conducted during the term of this Agreement, post at all times, condition sheets for five (5) consecutive days of racing for which the entry box has not yet been closed; provided, however, that the ISA or its duly authorized committee may waive, this requirement during the first two weeks of any meet conducted during the term of this Agreement.

9. **Stall Applications and Allocations.**

Stall Applications. Before each race meeting, Hoosier Park shall establish a cutoff date for the submission of stall applications. Hoosier Park shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling shall be as set forth below and such conditions shall not be materially modified without the input of the ISA. Hoosier Park will consider, among other things, the following criteria in allocating stalls to horsemen for use during race meetings:

- (1) The general quality of the horses listed on the stall application; with due consideration of industry quality improvement objectives.

- (2) The quality of the racetrack or tracks where the horses listed on the stall application have previously raced;
- (3) The number of starts a trainer listed on the application has made at past Hoosier Park race meetings; in relation to the number of stall allocated to that trainer.
- (4) The financial and professional integrity of the trainer listed on stall application;
- (5) The total number of stalls requested by a trainer in relation to the total number of stalls to be allocated.; and
- (6) The best interest of Hoosier Park and Standardbred racing.

The total number of stalls allocated will be based on the number of horses needed to fill races. Hoosier Park agrees to discuss stall application and stall allocations with the representatives of the ISA prior to the final allocation, but the final decision shall be at the discretion of Hoosier Park.

By accepting a stall, a horseman shall be required to use his or her best efforts to race his or her horses during the race meeting consistent with the horses' physical condition, fitness and race conditions.

Hoosier Park agrees to discuss with the ISA, on a regular basis, ship-ins, stall applications and stall allocations, but the final decision shall be in the discretion of Hoosier Park. Hoosier Park agrees that no stall rent shall be charged during each live harness race meet commencing fourteen days prior to the opening of the meet and ending seven days after the close of the race meet. Hoosier Park recognizes the ISA's concern that Indiana horsemen be given at least equal consideration in the area of stall allocations when compared to non-Indiana horsemen.

Hoosier Park may, in its discretion, require a stall deposit of Fifty dollars(\$50.00) per stall to insure that the stall or stalls are left in a clean condition. Hoosier Park may refuse to allocate a stall if the deposit is not paid.

ISA acknowledges that all stalls are to be left in a clean state at the end of the Standardbred meet and that trainers will be charged Fifty dollars (\$50) for each unclean stall. To prevent misunderstanding about which stalls were left unclean, Hoosier Park representatives will be available to inspect each trainer's stalls upon departure and provide a signed receipt that the stalls

were left in good order. Hoosier Park will make a reasonable effort to notify an ISA representative of unclean stalls left at the end of the meet.

10. **Track Rules.** Hoosier Park and the ISA agree to discuss and establish the track rules, but the final decision shall be at the discretion of Hoosier Park and subject to approval of the Indiana Horse Racing Commission.

11. **Qualifying Times.** Hoosier Park's racing secretary shall set qualifying times in accordance with United States Trotting Association rules and the Commission's rules and regulations.

12. **Insurance.** Hoosier Park agrees to obtain, as set forth below, drivers and trainers medical insurance and accidental death or dismemberment insurance or disability insurance for the benefit of licensed participants during activities at Hoosier Park related to training and the conduct of any race. Hoosier Park will issue a certificate to the ISA as proof of such insurance coverage.

For purposes of this Agreement, the minimum levels for the following types of insurance shall be:

- a. One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) Accident Medical Expense (52 week period)
- b. Twenty-Five Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment insurance;
and
- c. Disability insurance that provides for \$250.00 Weekly Disability (104 weeks benefit period)

13. **Outriders.** Hoosier Park shall provide an outrider for the races and qualifiers.

14. **Racing Committee.** Hoosier Park agrees to recognize a racing committee with no more than four (4) representatives from the ISA and four (4) representatives from Hoosier Park. In the event that Hoosier Park or the ISA wants more than four (4) representatives respectively, then such increase shall be subject to mutual agreement. The racing committee shall meet periodically but not less than monthly during live racing season to discuss racing business, stable area affairs, quality of racing and stable area programs.

15. **ISA Medical Trailer.** Hoosier Park will provide space for an ISA modular medical office trailer without charge. However, ISA shall be responsible for and pay all expenses of any type or kind associated with the ISA trailer, including but not limited to taxes of any kind, utilities, trash removal, maintenance and upkeep. ISA agrees to indemnify and hold Hoosier Park harmless (including payment of Hoosier Park's reasonable attorney's fees and other costs of defense) from any and all liability arising out of the location of the ISA's trailer on the premises of Hoosier Park and the activities of ISA.

16. **Business Interruption.** The ISA's officers, directors, employees and officials shall not participate in, delay, interrupt, or help to bring about any temporary or permanent cessation or suspension of racing at the Racetrack during the term of this Agreement. In the event any

representative of the ISA becomes aware of any member or members who is or are threatening to withhold any entry or entries for a race at the Racetrack, or any member or members of any other horsemen's group or any individual horseman threatening to do likewise, then the ISA shall call a general meeting of horsemen. The ISA shall provide prior written notice of such meeting to Hoosier Park and Hoosier Park shall be given an opportunity to appear at such general meeting for the purpose of explaining its position regarding the controversy.

17. **Entry Fee.** There shall be no entry fee for any overnight event on any program.

18. **Allocations to Purses.** During the term of this Agreement and except as otherwise provided herein, Hoosier Park shall credit to an account denominated the Standardbred Horsemen's Purses Payable Account, in complete satisfaction of Hoosier Park's obligation for pari-mutuel purses, the following percentages of gross handle under the following situations:

a. When harness racing is live at the Racetrack, eight percent (8%) of the live gross handle generated at the Racetrack shall be credited to Hoosier Park's Standardbred Purse Account as prescribed by state statute.

b. When harness racing is live at the Racetrack, five percent (5%) of the live gross handle generated by said live racing at any Satellite Facility licensed to Hoosier Park shall go to the Hoosier Park Standardbred Purse Account as prescribed by state statute.

c. Each live race day when Hoosier Park simulcasts a Standardbred race to out of state facilities, all revenues Hoosier Park receives from simulcasting the sale of its live Standardbred races to out-of-state facilities, Hoosier Park shall retain fifty percent (50%) of all funds received from live Standardbred racing and fifty percent (50%) of all funds received from live Standardbred racing shall go to the Hoosier Park Standardbred Purse Account less a daily fee of eight hundred seventy five dollars (\$875), which shall be retained by Hoosier Park for the expenses incurred by Hoosier Park for the broadcast of its out-of-state simulcast signal. An additional three hundred seventy five dollars (\$375) will be deducted to go towards the daily Trakus operating fee for total deductions of twelve hundred fifty dollars (\$1250).

d. Each live race day when Hoosier Park simulcasts a Standardbred race to any International facility (defined as any facility outside of North America), all revenues received from the sale from such facilities shall be distributed fifty percent (50%) to Hoosier Park and fifty percent (50%) to the Hoosier Park Standardbred Purse Account after any expense involved in providing and transmitting the simulcast signal to any and all International facilities.

e. If, and when, Hoosier Park receives any source market fees under separate agreement from pari-mutuel wagering on horse races, other than from live racing at Hoosier Park or simulcasts from, or to, Hoosier Park, ("source market fees"), 50% of the source market fees shall be retained by Hoosier Park, and the remaining 50% of source market fees shall be divided and applied forty-six percent (46%) to Standardbred purses, forty-six percent (46%) to Thoroughbred purses and eight percent (8%) to Quarter Horse purses. Las Vegas Dissemination Service Fees shall be divided equally between Hoosier Park and the ISA in a sum not to exceed Ten Thousand Dollars (\$10,000).

f. For Purposes of this Section 18:

(1) "Gross handle" means all sums wagered by patrons less refunds;

(2) "Net revenues" means the gross handle on such race or races reduced only by money returned to patrons by refund or payoff, pari-mutuel taxes due and payable, breaks and host track fees and downlink costs, if any; and

(3) "Live racing" and "live race meeting" mean the entire period that a live race meeting is in progress, from the first race day of the meeting through the last day of it, inclusive of all days between.

g. Payment of Interest. All amounts held in the Standardbred Horse Industry Trust Account shall earn interest in accordance with IHRC rules: provided, however, that Hoosier Park shall be entitled to deduct from the interest earned on that account sufficient sums to off-set any bank fees, or interest expense incurred by Hoosier Park on any overpayment of purses, which is not caused by the unfunded purse liability as of November 15, 2016, until such overpayment is satisfied.

h. Hoosier Park agrees to review and/or provide revenue reports from live racing and simulcasting (inbound and outbound signals) with/to the ISA's Executive Committee. This would include source market fees. This review would be on a quarterly basis.

19. Representation and Warranties

a. In addition to the representations and warranties contained elsewhere in this Agreement, the ISA, warrants, represents and covenants with Hoosier Park that during the term of this Agreement:

(1) This Agreement has been approved by the Board of Directors of the ISA by proper corporate action;

(2) This Agreement is valid and enforceable in accordance with its terms;

(3) The ISA's officials, directors, officers and employees shall not participate in, delay, interrupt, dispute, or bring about temporary or permanent cessation or suspension of racing at Hoosier Park during any race meet and they shall not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Hoosier Park or another person participating in racing at the Racetrack or satellite wagering facility licensed to Hoosier Park;

(4) Each ISA official shall utilize all of his or her reasonable powers of persuasion and all reasonable legal means at their disposal to ensure that all members of the ISA comply with the terms of this Agreement;

(5) This Agreement shall be made available for review by the ISA members and all other licensed owners, trainers, employees and backstretch personnel at the ISA's office.

(6) The ISA, together with Hoosier Park, shall use their best efforts to ensure that the backstretch area is maintained in a safe, clean and orderly condition;

(7) The ISA shall not discriminate against horsemen at Hoosier Park who are not its members in connection with the payment of amounts or provision of any benefits funded by amounts payable to the ISA under Paragraph 4 of this Agreement; and

b. In addition to the representations and warranties contained in this Agreement, Hoosier Park warrants, represents to and covenants with the ISA that during the term of this Agreement:

(1) This Agreement has been approved by Hoosier Park by proper corporate action;

(2) This Agreement is valid and enforceable in accordance with its terms;

(3) Hoosier Park and its officers, directors and employees shall not threaten, intimidate or otherwise coerce any horseman, or ISA member, employee, or representative;

(4) Hoosier Park and the ISA shall use their best efforts to ensure that the backstretch area is maintained in a safe, clean and orderly condition.

(5) Each Hoosier Park official, agent, servant or employee of Hoosier Park shall utilize all reasonable powers of persuasion and all reasonable and legal means at their disposal to ensure that Hoosier Park complies with the terms of this Agreement.

20. Right to Terminate

a. If, during the term of this Agreement, Hoosier Park is prevented from conducting eight (8) scheduled races due to the concerted action of the ISA's officers, directors, employees and/or members which results in a boycott of eight (8) scheduled races, and such boycott is not related to track conditions or some other safety related issue, then, in such event, Hoosier Park shall have the right to terminate this Agreement by giving written notice to the ISA. The ISA shall have until 10:00 a.m. of the next day to prevent the boycott of future races and to provide evidence to Hoosier Park that the boycott has been prevented. If the ISA fails to prevent the boycott by that time, then Hoosier Park may terminate this Agreement immediately without further action or notice to the ISA.

b. Without limiting Hoosier Park's right under Paragraph 21.a, either party may terminate this Agreement upon the other party's failure to substantially perform as required under the terms of this Agreement and such failure continues for fifteen (15) days following the date on which written notice of default is mailed pursuant to Section 21.

c. Termination under this Section shall not constitute an election of remedies nor shall it constitute a waiver of a party's other remedies in law or equity.

21. **Notices.** All notices, requests, demands or other communications as may be required by this Agreement shall be in writing and, served either by certified mail, return receipt requested, or by personal delivery. Such notices, requests, demands or other communications shall be deemed to have been given when deposited in the United States Mail (as set forth above) or actually delivered by personal delivery. For all purposes of this Agreement, the following are the addresses of the parties:

Hoosier Park :

Richard B. Moore
VP/General Manager of Racing
Hoosier Park, L.P.
4500 Dan Patch Circle
Anderson, Indiana 46013

Telephone (765) 609-4831
Facsimile (765) 608-2754

Copies to:

Brian Elmore
VP Racing
Centaur
10 West Market Street, Suite 200
Indianapolis, Indiana 46204

John Keeler
Racing Counsel
Centaur
10 West Market Street, Suite 200
Indianapolis, Indiana 46204

Rich Ruden VP/Director of Finance
Hoosier Park, LLC
4500 Dan Patch Circle
Anderson, Indiana 46013

ISA:

Jack Keininger, President
Indiana Standardbred Assoc.
7990 North 475 East
Rochester, IN 46975

Copies to:

Joe Putnam - 1st Vice Pres.
811 W Cabriolet Way
Pendleton, IN 46064

Richard Keaton - 2nd Vice Pres.
Indiana Standardbred ISA
737 Green Meadows Drive - Ste. 300
Greenfield, IN 46140

Either party may amend the person or address for notices, demands, or other communications in writing to the other party from time to time.

22. **Indemnification.** The ISA shall indemnify and hold harmless Hoosier Park from and against any damage, deficiency, loss, action, judgment, cost and expense (including reasonable attorneys' fees) resulting from any judgment in favor of a member or other person on account of any payments made or wrongful use of funds provided under the provisions of Paragraph 4 and Paragraph 19c. of this Agreement, so long as such wrongful use was not recommended, suggested, demanded, required, or urged by Hoosier Park.

23. **Further Assurances.** The ISA and Hoosier Park shall execute such assignments, instruments and documents, shall take such further actions and shall give such further assurances as may be necessary to accomplish the purpose and intent of this Agreement.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

25. **Rights of Others.** Nothing contained in this Agreement shall be construed as giving any member of the ISA a preference with respect to the eligibility to race, to obtain stalls, to share purses, to purchase admission tickets for racing and other events, or to participate in any benefit by Hoosier Park to horsemen in general.

26. **Waivers.** No waiver of any breach of this Agreement or any terms hereof shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or any subsequent breach.

27. **Applicable Law.** This Agreement is being executed and delivered in the State of Indiana and shall be construed and enforced in accordance with the laws of that State. The parties further agree that jurisdiction and venue for all litigation or other dispute resolution shall be in either Indiana State Court or Federal Courts in Indiana.

28. **Severability.** If any provision of this Agreement is declared invalid by any tribunal, or becomes invalid or inoperative by operation of law, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

29. **Assignment.** This Agreement shall not be assigned by the ISA without Hoosier Park's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall not be assigned by Hoosier Park without prior written consent of the ISA, which consent shall not be unreasonably withheld.

30. **Entire Agreement; Modification.** This is the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. No modification, variation, or amendment of this Agreement shall be

effective unless such modification, variation, or amendment is in writing and has been signed by the parties hereto.

IN WITNESS THEREOF, the parties have signed this Agreement as of the date first set forth above.

HOOSIER PARK, L.L.C.

BY: _____
Richard B. Moore
VP/General Manager of Racing
Hoosier Park, L.L.C.

Date _____

INDIANA STANDARDBRED ASSOC.

By: _____
Jack Keininger
President
Indiana Standardbred Association

Date _____

ISA 2016 Agreement

Agenda Item # 9

2016 HBPA CONTRACT

THIS AGREEMENT entered into this ___ day of March, 2016, by and between CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING and CASINO, an Indiana limited liability company (Indiana Grand) and the INDIANA HORSEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION, INC., an Indiana not-for-profit corporation (HBPA).

WHEREAS, the HBPA is a trade organization composed of owners and trainers (HBPA Members) of Thoroughbred race horses;

WHEREAS, the HBPA represents that it is the "horsemen's association" representing Thoroughbred owners and trainers for purpose of I.C. 4-31-8-6; and

WHEREAS, the HBPA provides benevolent programs and other services for HBPA Members and their employees who are engaged in racing at Indiana Grand's racing facility; and

WHEREAS, the parties hereto want to cause a closer and more understanding relationship among horsemen, the HBPA Members, the HBPA, Indiana Grand and the public;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Term of Agreement. This agreement shall be effective from April 1, 2016– March 31, 2017 and, unless sooner terminated as provided herein, shall remain effective until the contract is executed for 2016 racing meet (Term).
2. Scope of Agreement. Except as otherwise specifically set forth herein, this Agreement shall only apply to race meetings and pari-mutuel wagering conducted at the Indiana Grand racing facility at Shelbyville, Indiana (Racetrack) and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Indiana Grand and located in the State of Indiana (Satellite Facility).
3. Exclusive Representation. The HBPA is the exclusive representative of HBPA Members and of all Thoroughbred owners and trainers stabled at Indiana Grand or who have horses approved for entry in Thoroughbred races at Indiana Grand, except those persons who state in writing that they do not desire to be represented by the HBPA.
4. Horsemen's Account. Indiana Grand will maintain a separate account denominated with sufficient funds in such account to pay all money owing to Thoroughbred horsemen regarding purses, stakes, rewards, claims and deposits (Thoroughbred Horsemen's Purse Account). All portions of purse money shall be made available to earners thereof within forty-eight (48) hours (dark days

and Sundays excluded) after the result of the race in which such money was earned has been declared official, unless the stewards shall order money withheld until final adjudication of a dispute determining which persons are entitled to such money in dispute. No portion of such money, other than jockey fees, shall be deducted by Indiana Grand unless requested in writing by the person to whom such monies are payable or his duly authorized representative.

For each race cancelled because of inclement weather, mechanical failure, electrical failure, or for any other reason, the owner shall be reimbursed Seven Hundred Fifty Dollars (\$750.00) from the Thoroughbred Horsemen's Purse Account for each horse entered in the cancelled races. No reimbursement shall be made in the event that: (1) notice of cancellation is posted in the racing office, texted to those subscribing to the Indiana Grand texting service and posted on the Indiana Grand website eight (8) or more hours prior to post time; or (2) a horse has been scratched prior to the cancellation of the race. Indiana Grand will make an effort to run back any race that is cancelled.

5. Payment for Administrative expenses. Indiana Grand shall deduct 3% (three percent) for the period January 1, 2016, through December 31, 2016, from the allocations to the Thoroughbred Horsemen's Purse Account described in Section 7, Subsections A. through G., and pay such amounts to HBPA to be used by the HBPA solely at its discretion for its administrative expenses and for services to its members. Such payments shall be made throughout the term of the Agreement in current monthly installments as such funds are received, regardless of overpayment/underpayment in the Thoroughbred Horsemen's Purse Account. No deduction shall be made for administrative expenses from slot funds allocated to the Thoroughbred Horsemen's Purse Account.
6. Race Cards: Simulcasting.
 - A. Minimum Number. During the live race meet at the Racetrack, Indiana Grand agrees to hold a minimum of nine (9) live races (as long as it does not cause an overpayment of purses during the meet) per card, with additional race (s) provided there is an adequate supply of Thoroughbred horses. The HBPA shall use its best efforts to supply Indiana Grand with an adequate supply of horses to conduct each race meet covered by the Agreement. Indiana Grand shall be allowed to simulcast additional Thoroughbred races to supplement the live race card.
 - B. Simulcast Signal. Indiana Grand in its sole discretion will decide the price or cost, type, time and schedule of all simulcast signals to, and from, the Racetrack and to each Satellite Facility, on all days including live race days. The cost of such simulcast signals shall be normal market rates.

- C. HBPA Authorization. During the Term of this Agreement, the HBPA authorizes Indiana Grand to negotiate and contract with simulcast receiving facilities, including off track wagering facilities located outside Indiana, which are subject to the Interstate Horse Racing Act of 1978, 15 U.S.C. §3001, et. seq. (Act), for the conduct of off-track Thoroughbred wagering. Indiana Grand will inform, and seek the approval of, the HBPA prior to Indiana Grand sending its signal to any other receiving jurisdiction.
7. Allocations to Purses. During the term of this Agreement and except as otherwise provided herein, Indiana Grand shall credit the following amounts to the Thoroughbred Horsemen's Purse Account for disbursement, in complete satisfaction of Indiana Grand's obligation for purses, under the following situations:
- A. Live Racing. When Thoroughbred racing is live at the Racetrack, eight percent (8%) of the live gross handle generated at the Racetrack shall be credited to the Thoroughbred Horsemen's Purse Account as prescribed by state statute.
- B. Satellite Wagering - In-State. When Thoroughbred racing is live at the Racetrack, five percent (5%) of the live gross handle generated by said live racing at any Indiana Grand Satellite Facility shall go to the Thoroughbred Horsemen's Purse Account as prescribed by state statute.
- C. Satellite Wagering - Out-of-State. When Indiana Grand simulcasts a Thoroughbred race run live at the Racetrack to an out-of-state facility, 50% of the net receipts generated by simulcasting on that race, including any source market fees and distribution and communication fees received by Indiana Grand (net of expenses incurred by Indiana Grand) on the simulcast of that Thoroughbred race run live at the Racetrack, shall go to the Thoroughbred Horsemen's Purse Account. For purposes of this Subsection C, "net receipts" shall mean all funds received by Indiana Grand under the applicable contracts less any applicable excise taxes.
- D. Simulcast Receiving. Purse Allocations. When a race is simulcast to the Racetrack or a Satellite Facility, five percent (5%) of gross handle generated by simulcasting on that race shall be allocated between the Thoroughbred Horsemen's Purse Account, Indiana Grand Standardbred Purse Account, and the Indiana Grand Quarter Horse Purse Account according to IHRC rule.
- E. Source Market. If, and when, Indiana Grand receives any source market fees and distribution and communication fees under separate agreement from pari-mutuel wagering on horse races, other than from live racing at Indiana Grand or simulcasts from, or to, Indiana Grand, (Source Market

Fees), fifty percent (50%) of Source Market Fees (net of expenses incurred by Indiana Grand) shall be allocated between the Thoroughbred Horsemen's Purse Account, and the Quarter Horse Purse Account according to IHRC rule.

F. Definitions. For purposes of this Section 7:

- (1) "Gross handle" means all sums wagered by patrons less refunds.
- (2) "Net revenues" means the gross handle on such race or races reduced only by money returned to patrons by refund or payoff, pari-mutuel taxes due and payable and host track fees.
- (3) "Live racing" and "live race meeting" mean the entire period that a live race meeting is in progress, from the first race day of the meeting through the last day of it, inclusive of all days between.

8. Purses.

- A. Purse Schedules and Condition Books. Using its best judgment in estimating attendance, pari-mutuel handle, and breakage, Indiana Grand shall establish a tentative average daily overnight purse schedule for each race meeting and will exercise due care to avoid underpayment or overpayment of purses at all race meetings.

Indiana Grand will also deliver to the HBPA, within twenty-one (21) days before each race meeting, its first condition book and proposed purse schedules. Indiana Grand will send a copy of its stall application blank, stakes purse program and condition books for each race meeting to the President of the HBPA for review prior to printing.

The condition book shall state that the racing secretary will card any Indiana Bred Allowance or maiden race(s) carried over from the previous day and any race listed in the body of the book which receives eight (8) or more betting interests at entry time unless the total of all such carried over races and races for that day exceed the number of races being carded for that day.

- B. Overpayment - Underpayment of Purses. Indiana Grand will make a best faith effort to insure that all Thoroughbred purse monies earned through the end of the Thoroughbred meet are paid out by the end of the Thoroughbred meet. Further, Indiana Grand will meet with HBPA on a bi-weekly basis to review the status of the Thoroughbred Horsemen's Purse Account at the request of the HBPA.

- C. Minimum Purses. No Thoroughbred race shall be run at Indiana Grand during the Term of this Agreement with a purse less than the minimum purse established by the Indiana Horse Racing Commission for any race meeting, but in no event less than Six Thousand Dollars (\$6,000.00).
- D. Purse Notices. The pari-mutuel handle, the pari-mutuel handle commission, breakage and purse distribution figures, and the percentage figures that represent the relationship between purses and the total of pari-mutuel income and breakage shall be posted on the bulletin board in the Racing Secretary's office each day of a race meeting. Indiana pari-mutuel handle figures shall be provided within forty-eight (48) hours after they are available to the President of the HBPA at the address provided below.
- E. Stakes Race Purses. Indiana Grand may, at its sole option, apply purse money of either purses for Stakes Races (Stakes Race Purses) or purses for overnight races. If the total amount paid by Indiana Grand to horsemen in Stakes Race Purses in any calendar year exceeds twenty percent (20%) of the total amount paid in purses, such excess shall not be used to satisfy any of Indiana Grand's purse obligations under this Agreement.
- F. Payment of Purses. Indiana Grand agrees to distribute purses in the following manner, excluding stakes:

<u>No. of Starters</u>	5	6	7	8	9	10	11	12
First	60%	60%	60%	60%	60%	60%	60%	60%
Second	20%	20%	20%	20%	20%	20%	20%	20%
Third	10%	10%	10%	10%	10%	10%	10%	10%
Fourth	6%	5%	5%	5%	5%	5%	5%	5%
Fifth	4%	3%	3%	2%	1%	1%	1%	1%
Sixth		2%	1%	1%	1%	1%	1%	1%
Seventh			1%	1%	1%	1%	¾ %	½ %

Eighth	1%	1%	1%	¾ %	½ %
Ninth		1%	½ %	½ %	½ %
Tenth			½ %	½ %	½ %
Eleventh				½ %	½ %
Twelfth					½ %

For any races with less than five horses, the extra monies revert to the winner.

- G. 2016 Purse Distribution. Notwithstanding anything to the contrary set forth in this Agreement, purses will be distributed for the 2016 race meeting based upon a reasonable estimate of purse money to be generated from all sources during the term of this Agreement. Actual purse money generated and not paid during the live meet, in addition to purse money generated after that date through December 31, 2016, from whatever source, shall be allocated to the appropriate purse account for the 2017 racing year in accordance with the rules of the Indiana Horse Racing Commission.
- H. Payment of Trainer's Fee. Except as otherwise provided herein, Indiana Grand shall deduct a ten percent (10%) trainer's fee from each purse paid for horses finishing first, second, or third (Trainer's Fee). The Trainer's Fee shall be deposited in the account maintained by Indiana Grand for benefit of the trainer of record for the horse that earned the purse. An owner, lessee or trainer of a horse may elect to instruct Indiana Grand to not deduct the Trainer's Fee by delivering to Indiana Grand (Attn: Horsemen's Bookkeeper) a written statement signed by the owner or lessee that the Trainer's Fee is not to be deducted from the purse awarded to a specific horse (Election Statement). The Election Statement shall be effective on the third race day immediately following the date upon which the Election Statement was received by Indiana Grand.
- I. Purse Reports. The Director of Racing will provide the HBPA President and Executive Director with an up-to-date purse report every week, beginning when the live race meet starts, until the final week of live racing is captured on the report.

9. Other Revenues.

- A. Media Rights. If Indiana Grand shall increase its annual revenues from the sale or licensing to a third party of its television, radio or other media transmission rights, including cable, network or subscription transmissions, but excluding interstate and intrastate simulcasting pursuant to which revenues are paid under this Agreement (hereinafter called "Media Rights"), Indiana Grand and the HBPA shall negotiate an appropriate adjustment to Thoroughbred purses in the year the increases revenue is paid to and earned by Indiana Grand. Prior to execution. Indiana Grand shall notify the members of the Racing Committee of the material terms and donations of all contracts it negotiates under the terms of which it sells or licenses its Media Rights and shall give consideration to the position expressed by the HBPA members. In no event shall this or any other provision of this Agreement be construed or interpreted as an admission or acknowledgment by Indiana Grand that any person, entity or group other than Indiana Grand has a proprietary right in or to the Media Rights relating to any event hosted and/or sponsored by Indiana Grand.
- B. Sponsorship Revenues. Indiana Grand shall pay to Thoroughbred Horsemen's Purse Account an amount equal to thirty percent (30%) per year of all monies paid to and earned by Indiana Grand by third parties in consideration for which the payer receives the right, either alone or with other consideration, to have its name, logo or other identification of its choosing identified with one or more Thoroughbred horse races, conducted and run by Indiana Grand at the Racetrack. Sponsorship revenues subject to this provision shall be limited to monies paid in cash or equivalent and earned by Indiana Grand and shall not include the value of "in kind" contribution or payments of goods or services flowing from said third parties to Indiana Grand. In no event shall this or any other provision of this Agreement be construed or interpreted as entity or group other than Indiana Grand has a proprietary right in or to any sponsorship revenues, except as specifically set forth herein.

10. Shared Trackus Expense. HBPA agrees to pay monthly to Indiana Grand its share of the daily Indiana Grand Trackus fee, which shall be determined as follows:

Daily Fee x number of race days in the month ÷ 2, x number of Thoroughbred races ÷ the total number of Thoroughbred and Quarter horse races = HBPA Trackus Share (HBPA Share).

EXAMPLE: $\$750 \times 20 \text{ days} \div 2 \times \frac{160}{200} = \$6,000.00$ is HBPA Share.

11. Stalls and Track Facilities.

- A. Stalls and Track Facilities. Indiana Grand shall make available stall space to Thoroughbred horsemen during each race meeting without charge. The racing strip, barns, dormitories and other facilities at the Racetrack (Backside Facilities) necessary for training purposes shall be made available by Indiana Grand without charge to horsemen who have stalls allocated for the upcoming race meeting 35 days prior to beginning of the current meet (barring unforeseen circumstances), the track kitchen facilities will open on Monday, April 4, 2016, and the barn area and dormitories shall also open 35 days prior to beginning of meet. Indiana Grand shall make water and electricity available to each barn during the above periods without charge and will, at its own expense, keep the racetrack properly harrowed and watered during the periods before and after the end of each race meeting.

In addition, during the racing season, Indiana Grand will make the racing surface available for training (6) days per week beginning 35 days prior to beginning of current meet and continuing thereafter until the end of live racing. The starting gate to be available 2 weeks prior to beginning of current meet for schooling and work outs five (5) days per week. Clockers will be available six (6) days per week during training and prior to the meet.

After the current meet has ended, Indiana Grand will for a period of fourteen (14) days without cost to the HBPA or HBPA Members: (1) Allow horsemen to keep their horses stabled in stalls in the barn area of the Racetrack as assigned by Indiana Grand; (2) Make the racing surface available for training six (6) days per week; and (3) Provide a clocker during post-meet training days.

- B. Vendors. Indiana Grand may not impose upon horsemen any exclusive arrangement concerning farriers, feed men, tack supplies, or any other suppliers or providers of service customarily used by owners and trainers. Indiana Grand will use its best efforts to keep unlicensed persons in the above categories off its premises.
- C. Stall Applications. Before each race meeting, Indiana Grand shall establish a cutoff date for the submission of stall applications. Indiana Grand shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling shall be as set forth on Exhibit A hereto and such conditions shall not be materially modified without the consent of the HBPA. Indiana Grand will consider, among other things, the following criteria in allocating stalls to horsemen for use during race meetings:
- (1) The general quality of the horses listed on the stall application;
 - (2) The quality of the racetrack(s) where the horses listed on the stall application have previously raced;

- (3) The number of starts a trainer listed on the application has made at past Indiana Grand race meetings;
- (4) The financial and professional integrity of the trainer listed on stall application;
- (5) The total number of stalls requested by a trainer in relation to the number of unallocated stalls;
- (6) The best interest of Indiana Grand and Thoroughbred racing; and
- (7) Investments made in Indiana horses and farms.

By accepting a stall, a horseman shall be required to use his or her best efforts to run his or her horses during the race meeting consistent with the horses' physical condition, fitness and race conditions.

12. Racing Committee. During the Term of this Agreement, Indiana Grand and the HBPA shall organize and maintain a joint committee (Racing Committee). The HBPA shall not appoint more than four (4) representatives to the Racing Committee. Indiana Grand shall not appoint more than four (4) representatives to the Racing Committee. The Racing Committee shall meet at least once not more than seventy (70) days, nor less than forty (40) days before the Thoroughbred race meetings and at least once within seven (7) days after Thoroughbred race meeting. The Committee shall meet once a month, or as needed, to discuss such things as backside issues, promotion, publicity, track conditions, other matters that relate to attendance, pari-mutuel handle, the quality of racing, health benefit programs, death benefits, drug and alcohol abuse programs, and any other program that will aid and assist the racing industry in Indiana to care for its personnel at the highest possible level. The Committee shall keep minutes of its discussions, recommendations and decisions.
13. Dues Collection. HBPA has imposed membership dues on HBPA Members in the amount of \$10.00 per horse per start at the Racetrack (Dues). Dues shall be collected from each owner, on behalf the owner and trainer. . Indiana Grand agrees to deduct Dues from the accounts it maintains for HBPA Members and remit the Dues to HBPA in the month immediately following the month when the Dues were collected.
14. Uplink. The HBPA will reimburse Indiana Grand \$100 per race, for every live thoroughbred race run from the Thoroughbred Horsemen's Purse Account to help defray the satellite uplink costs for export Simulcasting.
15. Representations and Warranties.

A. HBPA. In addition to the representations and warranties contained elsewhere in this Agreement, the HBPA warrants, represents to and covenants with Indiana Grand that during the Term:

- (1) This Agreement has been approved by its Board of Directors of the HBPA;
- (2) This Agreement is valid and enforceable according to its terms;
- (3) The HBPA is the "horsemen's association" representing Thoroughbred owners and trainers for purposes of I.C. 4-31-8-6;
- (4) The HBPA and its officials shall not participate in, delay, interrupt, dispute, or cause temporary or permanent cessation or suspension of racing at Indiana Grand during any race meeting and that they will not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Indiana Grand or another person participating in racing at Indiana Grand;
- (5) Each HBPA official shall use all of his or her powers of persuasion and all legal means at their disposal to ensure that all HBPA Members and other backside personnel comply with the terms of this Agreement;
- (6) The HBPA and its officials shall use their best efforts to respond to requests for consents and other approvals by Indiana Grand in a timely and business-like manner, considering the need of Indiana Grand to move quickly and decisively;
- (7) This Agreement will be made available for review by HBPA Members and all other licensed owners, trainers, employees and backside personnel at the HBPA office;
- (8) The HBPA shall use its best efforts to ensure that the backside area of the Racetrack is maintained in a safe, clean and orderly condition;
- (9) The HBPA shall not discriminate against horsemen at Indiana Grand who are not members in connection with any provision of this Agreement; and
- (10) The HBPA shall use its best efforts to provide health and welfare benefits to backstretch personnel.

C. Indiana Grand. In addition to the representations and warranties contained in this Agreement, Indiana Grand warrants, represents to and covenants with the HBPA that during the Term:

- (1) This Agreement has been approved by its Board of Directors of Indiana Grand's general partner, or, as appropriate, by its General Manager;
 - (2) This Agreement is valid and enforceable according to its terms;
 - (3) Indiana Grand and its officers, directors and employees shall not threaten, intimidate or otherwise coerce any horsemen, HBPA Member, employee or representative thereof;
 - (4) Indiana Grand shall use its best efforts to keep the backside area of the Racetrack in a safe, clean, and orderly condition;
 - (5) Indiana Grand shall use its best efforts to assist the HBPA in developing health and welfare programs for backstretch personnel; and
 - (6) Indiana Grand shall use its best efforts to reschedule any programmed race lost due to cancellation.
16. Governmental Approval. Nothing contained in the Agreement shall be construed as requiring either party to perform any term or terms when such performance is contrary to law or requires prior governmental approval; provided, however, both parties shall use their best efforts to obtain governmental approval if such is required including approval by the Indiana Horse Racing Commission.
17. Threats of Boycotts by Individual Members. In the event any representative of the HBPA becomes aware of any HBPA Member or Members who is or are threatening to withhold any entry or entries for a race at the Racetrack, or any member or members of any horsemen's group or individual horsemen threatening to do likewise, then, in such events, the HBPA shall call a general meeting of horsemen. Notice of such meeting shall be provided to Indiana Grand under Paragraph 23 and Indiana Grand shall be given an opportunity to appear at such general meeting for the purpose of explaining its position regarding the controversy.
18. Right to Terminate.
- A. Boycotts. If, during the Term, Indiana Grand is prevented from conducting a scheduled race due to the concerted action of HBPA Members of the HBPA, and/or its officers or directors, which results in a boycott of a scheduled race, then, in such event, Indiana Grand shall have the right to terminate this Agreement by giving written notice to the HBPA. The HBPA shall have until 10:00 A.M. of the next day to prevent the boycott of future races and to provide evidence to Indiana Grand that the boycott has been prevented. If the HBPA fails to prevent the boycott by that time, then Indiana Grand may

terminate this Agreement immediately without further action or notice to the HBPA. Such termination shall not constitute an election of remedies nor shall it constitute an election of remedies nor shall it constitute a waiver of Indiana Grand's other remedies in law or equity.

- B. Default. Without limiting Indiana Grand's right under Subsection A of this Section, either party may terminate this Agreement upon the other party's failure to substantially perform as required under the terms of this Agreement and such failure continues for fifteen (15) days following the date written notice of default is mailed or delivered pursuant to Paragraph 23. Such termination shall not constitute an election of remedies nor shall it constitute a waiver of a party's other remedies in law or equity.
19. Indemnification. The HBPA shall indemnify and hold harmless Indiana Grand from and against any damage, deficiency, loss, action, judgment, cost and expense (including reasonable attorneys' fees) resulting from any claim, demand or cause of action made or brought by a member, or other person, because of any payment made to the HBPA under the provisions of Paragraphs 5, 7, 8 or 9, as well as the collection of Trainer's Fees, pursuant to Section 8.H or Dues pursuant to Section 13.
20. Further Assurances. The HBPA and Indiana Grand shall execute such assignments, instruments and documents and shall give such further assurances as may be necessary to accomplish the purpose and intent of this Agreement.
21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument
22. Rights of Others. Nothing contained in this Agreement shall be construed as giving a HBPA Member a preference with respect to the eligibility to race, to obtain stalls, to share in purses, to purchase admission tickets for racing events or to participate in any benefit provided by Indiana Grand to horsemen.
23. Notices. All notices, requests, demands or other communications as may be required by this Agreement shall be in writing and, if mailed, shall be by certified mail, return receipt requested, and shall be deemed given when received by purposes of this Agreement, the following are the addresses of the parties:

Indiana Grand:

Jon Schuster
4200 N. Michigan
Shelbyville, IN 46176

HBPA:
Joe Davis

Copy to:
Mike Brown

President Indiana HBPA
1682 Asher Court
Hebron, KY 41048

Executive Director Indiana HBPA
32 Holloway Dr.
Brownsburg, IN 46250

24. Waivers. No waiver of any breach of this Agreement or any terms hereof shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or any subsequent breach.
25. Applicable Law. This Agreement is executed and delivered in the State of Indiana and shall be construed and enforced in accordance with the laws of that state.
26. Severability. If any provision of this Agreement is declared invalid by any tribunal, or becomes invalid or inoperative by operation of law, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
27. Assignment. This Agreement shall not be assigned by the HBPA without the written approval of Indiana Grand.
28. Entire Agreement; Modification. This is the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement shall be effective unless such modification, variation or amendment is in writing and has been signed by the parties hereto.

IN WITNESS WHEREOF; the parties have executed this Agreement effective as of April 01, 2016.

CENTAUR ACQUISITION, LLC
D/B/A Indiana Grand Racing and Casino

By: _____
Jon Schuster, Vice President and General
Manager of Racing

INDIANA HORSEMEN'S BENEVOLENT
AND PROTECTIVE ASSOCIATION, INC.

By: _____
Joe Davis, President

Agenda Item 10

To Come

Consideration of 2016 Agreement Between Centaur Acquisition, LLC d/b/a Indiana Grand Racing and Casino and the Quarter Horse Racing Association of Indiana (QHRAI) Contract.

Agenda Item 11

2016 Approval of Split Sample Laboratories Pursuant to 71 IAC 8-4-3 and 8.5-3-3

1. LGC, Lexington, KY
2. University of California-Davis, Davis, CA
3. University of Pennsylvania Equine Pharmacology Laboratory, West Chester, PA
4. Texas A&M University Veterinary Medical Diagnostic Laboratory, College Station, TX

Note: All labs above are ISO 17025 and RMTC accredited.

2016 Approval of and Waivers on Cobalt Primary And Split Laboratories Pursuant to 71 IAC 8-4-3 and 8.5-3-3

Cobalt primary lab – University of Kentucky Veterinary Diagnostic Lab

Cobalt Split labs –

- UC Davis – **California Animal Health & Food Safety Laboratory System**
- University of Penn – **Pennsylvania Animal Diagnostic Laboratory Systems**
- Texas A&M – **Trace Element Research Laboratory**

Industrial Laboratory will continue as the IHRC's primary laboratory and the University of Kentucky Veterinary Diagnostic Laboratory will continue as the Commission's primary lab for cobalt testing.