

STALL RENTAL REQUEST *and* CONDITIONAL AGREEMENT



1. Stall Request

- 1.1 Request. Applicant requests rental of the stall space described below at the Louisiana Downs racetrack facility located at 8000 E Texas St, Bossier City, LA 71111.
- 1.2 No guarantee. This Agreement confirms receipt of Applicant's request only. It does not guarantee that any stall will be allotted to Applicant, including any specifically requested stall. Stall space is limited, and preference will be given to participants in the 2027 Quarter Horse Meet.
- 1.3 Written allocation required. No stall rental is confirmed, and Applicant has no right to occupy any stall unless and until Louisiana Downs gives Applicant confirmation identifying the stall(s) allotted. Any allocation is subject to this Agreement, payment of applicable rent, and compliance with the Facility Rules.
- 1.4 No allotment. If Louisiana Downs does not allot any stalls to Applicant, no rental will begin and no rent will be due. If Applicant has prepaid rent for a stall that is not allotted, Louisiana Downs will return that payment to Applicant. Applicant must vacate backside no later than October 25, 2026, if stalls have not been allotted.

2. Rental Period

- 2.1 For any stall space allotted to Applicant in writing, the rental period will begin on Monday, October 26, 2026, and conclude on Sunday, March 28, 2027. The dates do not guarantee that any stall will be allotted.

3. Rent and Charges

- 3.1 Rent. Rent is \$8 per stall per day. The total rent for the allotted stall(s) and rental period will be billed at the end of the month and must be paid within 15 days of the billed date.
- 3.2 Rent Inclusions. The cost of rent covers electricity, water, use of race track, official clocker for published works, necessary staff, ambulance service, backside maintenance and muck removal.
- 3.3 Loss of training dates, lack of maintenance work performed and/or any other unforeseen circumstances does not constitute reasons for not paying stall rent.
- 3.4 Security deposit. Security deposit: \$100 per assigned dorm room. Louisiana Downs may apply the deposit to documented damage caused by Applicant, or Applicant's personnel or invitees, beyond ordinary wear. Louisiana Downs will provide an itemized accounting and return any remaining deposit within 30 days after Applicant vacates and returns any keys or access credentials.
- 3.5 Late payment. If payment is not received within 15 days after its billing date, then applicant will be charged interest of 5% for every 30 days late. If payment has not been made within 45 days, applicant will be served a formal eviction notice.**

4. Permitted Use and Services

- 4.1 Use. An allotted stall may be used only to house the horse(s) identified. Stalls cannot be used as a storage unit.
- 4.2 Regulated activities. Applicant and Applicant's personnel must comply with all applicable laws, licensing and credentialing requirements under the Louisiana State Racing Commission, and Facility Rules.

5. Applicant's Responsibilities

- 5.1 Horse information. Before bringing any horse onto the Premises, Applicant will provide the information and records requested by Louisiana State Racing Commission, including the horse's identification and required health vaccination records.
- 5.2 Personnel and invitees. Applicant is responsible for the conduct of Applicant's employees, agents, invitees, exercise riders, family members, contractors, and horse-care providers while on the Premises. Applicant will ensure they comply with this Agreement and the Facility Rules.
- 5.3 Care and safety. Applicant is responsible for monitoring and caring for Applicant's horse(s), providing appropriate feed and water, addressing illness or injury, keeping the stall reasonably clean, and promptly reporting unsafe conditions or emergencies.
- 5.4 No alterations or transfer. Applicant may not alter the stall, install equipment without notice to backside maintenance, assign this Agreement, sublet the stall, or allow another person to occupy it without Louisiana Downs's prior written approval.

6. Condition, Maintenance, and Damage

- 6.1 Care of stall. Applicant will use the stall prudently, keep it reasonably clean, promptly report damage or unsafe conditions, and return it in substantially the same condition as received, except for ordinary wear. For each stall left uncleaned there will be a \$25 charge per stall.

7. Equine and Racetrack Risks

- 7.1 Applicant understands that horses and racetrack environments involve inherent risks, including unpredictable animal behavior and the possibility of injury, death, or property damage. Applicant knowingly assumes the inherent risks associated with Applicant's and Applicant's personnel's or invitees' use of the Premises and participation in equine activities, to the extent permitted by law.
- 7.2 Limits of this provision. Nothing in this Agreement waives or limits liability to the extent such waiver or limitation is prohibited by applicable law, including liability for physical injury that may not lawfully be waived in advance or for intentional or gross fault.

7.3 Property and animal loss. To the extent permitted by law, Louisiana Downs is not responsible for loss of or damage to Applicant's property or animals except to the extent caused by the fault of Louisiana Downs or its personnel. Applicant is responsible for securing Applicant's own property and arranging appropriate insurance.

7.4 No waiver for non-parties. This Agreement does not waive the independent rights or claims of a person who is not a Party to it.

8. Louisiana Equine-Activity Warning

WARNING

Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.3.

9. Indemnity and Defense

9.1 Applicant's indemnity. To the extent permitted by law, Applicant will indemnify and hold harmless Louisiana Downs, its parent and affiliates, and their respective officers, directors, employees, and agents (collectively, the "Louisiana Downs Parties") against third-party claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, to the extent arising from:

- Applicant's use of or presence on the Premises;
- the acts or omissions of Applicant or Applicant's employees, agents, invitees, exercise riders, jockeys, family members, contractors, or horse-care providers; or
- Applicant's breach of this Agreement.

This indemnity does not apply to the extent a claim is caused by the fault or breach of the Louisiana Downs Party seeking indemnity, or where indemnification is prohibited by law.

9.2 Defense of claims. Applicant will provide a defense, at Applicant's expense, for a third-party claim covered by Section 9.1, subject to applicable law. Applicant may not settle a claim in a manner that imposes an obligation on, or admits fault by, a Louisiana Downs Party without that Party's written consent.

9.3 Survival. This Section survives expiration or termination of this Agreement for claims arising from events during the rental period.

10. Insurance

10.1 Before occupying an allotted stall, Applicant must have current workmen's compensation policy through the Louisiana HBPA. A list of current employees must also be provided to the LA HBPA by applicant.

10.2 Applicant remains responsible for insuring Applicant's horse(s), tack, equipment, and other personal property.

11. Entry and Facility Rules

11.1 Entry. Louisiana Downs or its authorized representative may enter the stall at reasonable times to inspect, perform repairs, address emergencies, enforce Facility Rules, or protect people, horses, or property.

11.2 Facility Rules. Applicant and Applicant's personnel and invitees must follow the current written Facility Rules, including rules for access, safety, horse movement, restricted areas, parking, fire prevention, and manure disposal. Louisiana Downs may issue reasonable safety or operational directions consistent with this Agreement.

12. Default and Termination

12.1 Notice and opportunity to cure. Except for an emergency or a breach that cannot reasonably be cured, a Party claiming a material breach will give written notice describing the breach. The other Party will have 7 days to cure it, or, if it cannot reasonably be cured within that period, to begin curing promptly and continue diligently.

12.2 Termination for uncured breach. If a material breach remains uncured after the applicable cure period, the nonbreaching Party may terminate this Agreement by written notice, subject to applicable law.

12.3 Move-out. At the end of the rental period or upon earlier termination, Applicant will remove all horse(s) and personal property, clean the stall, and return keys and access credentials. Any process for property or horses left behind must comply with applicable house rules.

A Party may change its notice information by written notice to the other Party.

13. Signatures

By signing, the Parties acknowledge that they have read and understood this Agreement. Applicant acknowledges that signing this document does not guarantee that Louisiana Downs will allot any stall.

Trainer Information:

Name: _____

Address: _____

Email: _____

Phone Number: _____

Stall Amount Requested: _____

THE UNDERSIGNED OWNER(S)/TRAINER HEREBY CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS AND WILL BE BOUND BY THE SIGNED AGREEMENT.

TRAINER SIGNATURE: _____ DATE: _____