





forthwith upon twenty-four (24) hours notice in writing to vacate the stall accommodation. Any such notice, or any other notice given hereunder, shall be sufficiently given by posting such notice on some portion of the stall accommodation allotted and such notice shall be deemed to be given at the time when the same is so posted. All employees of the Applicant shall also leave the Grounds forthwith upon the expiration of the twenty-four (24) hours notice as aforesaid. If upon the expiration of the said twenty-four (24) hours notice, any horse or horses or personal property belonging to or in the possession, charge or control of the Applicant has not been removed from the Grounds, Northlands Park shall be entitled to remove the same from the Grounds without further notice. In the case of horses, the same may be removed to a public pound or Northlands Park may stable the same at the expense of the Applicant elsewhere. Neither Northlands Park, nor any of its employees, agents, contractors or volunteers shall be responsible for any horse or other personal property removed as aforesaid. In the event of horses being stabled or personal property stored on the Grounds or elsewhere, all costs incurred shall be paid by the Applicant and in addition, the person stabling any horse or paying for the stabling of the same shall have all of the rights of the keeper of a boarding stable under the Livery Stable Keepers Act.

#### USE OF STALLS AND OTHER FACILITIES ON THE GROUNDS

7. No dogs are permitted on the Grounds and Northlands Park shall be promptly notified of any which appear to be being kept on the Grounds.
8. Neither the stall accommodations, nor any other facilities on the Grounds, including tack rooms, are to be used for residential purposes or for sleeping accommodation. No mobile living quarters are permitted on the Grounds.
9. All vehicles and trailers including horse trailers will be parked where directed.
10. No electrical wiring, heating or lighting apparatus shall be installed in the stall accommodation allotted hereunder, or in any other facilities on the Grounds without the prior written approval of Northlands Park. Should any change or alteration to electrical wiring, heating or lighting apparatus which has been so installed be required by fire regulations or other competent authority or by Northlands Park, such alterations shall be made as directed and when required by Northlands Park and the cost of any such electrical wiring, heating or lighting apparatus installed and any alteration thereof shall be paid by the Applicant.
11. The stall accommodation and all other facilities on the Grounds shall not be mutilated or damaged in any way and no structural changes to the said stall accommodation or other facilities shall be made. The Applicant will be responsible for any damage to the stall accommodation or other facilities allotted until the same are vacated and Northlands Park is so notified. Such accommodation shall be maintained in good and clean condition and all manure and litter shall be deposited where directed by the Park. All stalls will be cleaned to a condition satisfactory to Northlands Park upon being vacated, either as requested or voluntarily. Any costs to clean stalls after being vacated for failure to properly clean the same shall be borne by the Applicant.
12. The Grounds are multi purpose and subject to seasonal or other work or changes to the facilities for among other things upcoming events. The Applicant will ensure that employees, agents, contractors and guests are warned of such work and changes and that they take care to avoid injury or damage to themselves or to others as well as to horses and personal property.
13. The Applicant must ensure that all exits, stairwells, mechanical and electrical rooms, fire fighting stations, fire pull stations, sprinkler trees and extinguishers must be kept free of materials, equipment, accumulations of waste or other obstructions that might endanger workers or restrict their movement to the exits. Any of the above mentioned that is found to be blocking the entrances or exits to the work areas will be removed by security and will be returned only at the discretion of Northlands Park. Northlands Park will charge the Applicant responsible for the work area requiring cleaning \$50/hour (minimum 1 hour \$50) for any clean up required by Northlands Park Staff. Continuous violations will result in eviction.
14. The Applicant will ensure that all employees, contractors and/or guests of the Applicant are aware of and adhere to Northlands Park's smoking policy.
15. Northlands Park reserves the right to charge an environmental fee of \$1 per day per stall assigned payable by the Applicant. This fee is for the removal and disposal of bedding material. Applicants must ensure all bedding material is disposed of in appropriate bins and is uncontaminated by garbage.
16. Any substitutions for the horses listed and any changes to the conditions of the same must be approved in writing by Northlands Park, prior to date of shipping.
17. As and when any of the horses listed are dropped from training or are not to be raced at the meeting then in progress, the Applicant will promptly inform Northlands Park in writing, giving the name of the horse(s) and any other information as may be requested.

18. All registration papers pertaining to the horses listed or any other horse in the possession, charge, or control of the Applicant will be filed immediately upon arrival at the grounds with the Racing Secretary. The identification or registration papers of all such horses will be made available at all times for inspection by Northlands Park. Northlands Park shall not be responsible for any registration papers not picked up at the end of the racing season.
19. Northlands Park has the right to demand evidence satisfactory to it that the horses listed, or in possession, charge, or control of the Applicant have had the "Coggins Test" (Equine Infectious Anaemia), as well as any other type of physical examinations, inoculations, tests or medical treatments as may be deemed necessary from time to time by Northlands Park.
20. The Applicant will be responsible for all costs involved with the removal of dead horses.
22. The Applicant shall indemnify and hold harmless Northlands Park from and against any and all claims, liabilities, losses, costs, damages and solicitor-client attorney fees incurred by reason of (a) the conduct or negligence of the Applicant or of its employees, agents, contractors or guests; (b) any damage to the person or property of the Applicant, its employees, their families, and its guests, including any person signed onto the Grounds by the Applicant, whether caused by the negligence of Northlands Park or of another licensee, or otherwise.
23. The use of stalls and access to and use of the Grounds generally, whether for Spring Training, regular Racing Season or otherwise, may be subject to fees and charges as set by Northlands Park from time to time. The Applicant agrees to pay such fees or charges.

**EXCLUSION OF LIABILITY AND INDEMNITY**

21. Northlands Park shall not be liable for any injury or loss suffered in any manner to any person or property, including the horses listed and any other horse under the possession, charge, or control of the Applicant, while on the Grounds, whether caused by negligence, the conditions of the Grounds, or otherwise. The Applicant will obtain at its expense insurance to protect the Applicant and Northlands Park from such loss.

**OTHER**

24. In the event that Northlands Park provides the Applicant with stall accommodation elsewhere than on the Grounds, all applicable conditions hereof shall apply to such other stall accommodation.
25. No representation, warranty or collateral agreement is given or made by Northlands Park or any person on its behalf in connection with or otherwise affecting this agreement. Any amendment to or revision of these terms and conditions hereof shall be of no force or effect unless expressed in writing and signed by an officer of Northlands Park.

**READ THESE CONDITIONS CAREFULLY: They define your rights for access to and use of the Grounds and contain limits on the liability of Northlands Park.**

I acknowledge that the stall space is applicable only to the horses listed above and that no horse may be substituted without prior permission of the Race Secretary. I agree to the conditions of this application as set forth within.

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_