

November 21, 2015

Thank you for your interest in Buffalo Raceway.

Enclosed are the following items for the 2016 race meet that must be signed and completed: Stall Application (white); Stall Agreement (green); Racing Privilege Application and Agreement (pink); Purse Authorization (white); and the addendum to the Stall Application (white). The conditions for the "NIATROSS" Knockout (blue) and "new" Claiming Championship Series (yellow) are enclosed.

More improvements have been made in the stable area during the offseason adding to the new barns and extensive upgrades to the grounds in recent years. There is no doubt that Buffalo Raceway has one of the most beautiful racetrack stable areas in the country. This fall, in cooperation with the WNYHHA, 1200 tons of new material was placed on the racetrack, following up on the extensive track work completed in 2014. It is the finest material I have seen in many years. Hopefully, old man winter will be kinder this year, making the racing experience more palatable for everyone.

Thomas Agosti is the racing secretary. He will begin work on November 30. When allocating stalls, and throughout the meet, I have asked him to give special attention to the following. One – for the safety of everyone, non-competitive horses, and horses deemed unsafe by the racing secretary will not be allowed to race at Buffalo Raceway. He will be fair in making a decision that will be solely his. Two – if you are allocated stalls in January we expect horses to be ready to race. We cannot afford to house horses that are not competing. If we are going to continue winter racing, costs must be contained and the pristine condition of the stalls must be maintained (see addendum to 2016 stall agreement). Three – if you are allocated stalls in January, and you decide in March or April to ship out and race elsewhere, you will not be asked back (winter, spring, summer or fall). Buffalo Raceway is open winter months to provide you with racing opportunity when very little is available elsewhere. It stands to reason that we would expect the same in return from you in the spring.

Complete the stall application in its entirety including each horse's accurate earnings information, claiming price (if applicable), date for which each horse is ready to race, and all owners' information. Do not omit anything. **The racing secretary, after allocating stalls will inform you if any particular horse (s) is not invited to compete.**

**The stable area will open on Tuesday, January 5; and opening day is on Wednesday, January 13. Post time on Wednesday and Friday is 5:00 p.m., and on Saturday, 6:00 p.m. No equipment or supplies may be brought in to the stable area before January 5. Tentatively, the first qualifiers are scheduled for Saturday, January 16.**

We look forward to seeing you again.

James Mango

Trainer's Name
No. Stalls Desired
Expected Arrival Date
Expected Departure Date

**Buffalo Trotting Association, Inc.**  
**STALL APPLICATION**  
**2016 MEETING**  
**JANUARY 13, 2016 - JULY 24, 2016**

THIS STALL  
 APPLICATION  
 IS DUE  
 FRI. DECEMBER 11, 2015

**NEGATIVE COGGINS TEST REQUIRED ANNUALLY**

HORSE	AGE & SEX	GAIT	2015 EARNINGS	MINIMUM CLAIMING PRICE	DATE READY TO RACE	LIST ALL OWNERS
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Complete this application in full including accurate earnings information, claiming price and owners. Do not ship until stalls have been confirmed. All past fees that have been assessed must be paid prior to this request being considered. No substitutions or additions to the above named horses will be permitted unless confirmed by the Racing Secretary prior to the shipping date. Your cooperation in advising us immediately of horses dropped from training or not ready to race is required.

MUST COMPLETE REVERSE

The signer hereof represents that he and all persons for whom he is acting have read and agrees to abide by, are familiar with, the rules and regulations of the New York State Gaming Commission and the special rules and regulations of Buffalo Raceway. He and they unconditionally and without exception hereby agree to be bound by and comply with said special rules and regulations inasmuch as they are included and expressly made a part hereof. He and they also agree that all the above-mentioned horses are and shall be subject to the aforesaid rules and special regulations and to abide by all the acts and decisions of the various track officers and racing officials presiding at Buffalo Raceway. All the horses listed on the stable application are represented to be under the management and are the responsibility of the trainer signing the same.

All trainers must sign the 2016 Racing Privilege Application and Agreement; and Stall Agreement in order to race at Buffalo Raceway.

THE UNDERSIGNED TRAINER HERBY CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS. I HAVE PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) LISTED HEREON. I HAVE VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

Application must be signed.

Date: \_\_\_\_\_

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

Trainer, on behalf of himself, and as authorized agent of his Owner(s) listed hereon, which agency is not qualified or limited.

Street: \_\_\_\_\_

City/State: \_\_\_\_\_

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

Mail application to:  
Racing Secretary - Tom Agosti  
5600 McKinley Parkway  
Hamburg, NY 14075  
716-649-1280 ext 6234  
Fax : 716-649-0033

2016  
**BUFFALO RACEWAY**  
**Stall Agreement**

**IMPORTANT PLEASE READ CAREFULLY**  
**Complete and return immediately!**

Stalls are assigned only upon the following conditions and your signature on this agreement signifies your complete endorsement of its terms and your assent to be subject thereto.

The terms of the agreement are as follows:

1. Rules and regulations of the New York State Gaming Commission shall govern all events.
2. The opportunity to use the stalls and to board horses in any of the stalls is granted by Buffalo Raceway, in its sole discretion on a revocable basis.
3. Buffalo Raceway reserves the right to charge each applicant a damage deposit, which must be paid in advance of occupancy of a stall.
4. The privilege of stall accommodation may be reduced or revoked and terminated by Buffalo Raceway at any time without notice at the sole and absolute discretion of Buffalo Raceway without any reason or cause existing or being stated or given.
5. An application for stall space in the form annexed to this application must be filed and signed by the applicant before any stalls are occupied.
6. All trash generated in the stall area must be put into containers provided by Buffalo Raceway.
7. Manure must be put in pits provided; manure will be pushed and loaded inside the pits and will not be dumped in front of pits. Areas around pits must be kept clean.
8. Open fires are not allowed in or around barns.
9. Cooking, smoking and possession of unauthorized controlled substances or drug paraphernalia, including syringes, or other apparatus for the subcutaneous or intramuscular administration of substances are strictly prohibited in stables, tack rooms, and barn areas.
10. No dogs, sheep, chickens or pets will be permitted on the grounds.
11. No sleeping is permitted in any of the tack rooms or stalls.
12. Buffalo Raceway reserves the right to request evidence that all horses approved for stall space are in good health and have been subjected to the Coggins Test for Swamp Fever (E.I.A.) and have valid rabies vaccination.
13. It is clearly understood and agreed that if and when stall or stalls are assigned that this is not a lease of any space, but is merely a revocable license or permit granted by Buffalo Raceway only on the terms and conditions stated and may be terminated at the discretion of Buffalo Raceway.
14. Stall allotments will be made in the name of the horse and specifically assigned to that horse only. If you decide not to race the horse assigned to the stall space, the stall may revert back to Buffalo Raceway. Gate security will have names of horses assigned stalls and no others will have access to the barn area.
15. If the horse is sold or otherwise leaves the premises permanently, such stall may revert back to Buffalo Raceway for allotment.
16. Buffalo Raceway reserves the unrestricted right to refuse and decline stall space and permission to enter racehorses at Buffalo Raceway. They further reserve the unrestricted right to refuse applicant or employees or persons under his charge or control, or any of them, admission to Buffalo Raceway backstretch and barn area, and to revoke this license or permit at will and to require applicant and/or his employees or persons under his charge or control, or any of them, to vacate space upon twenty-four (24) hours notice in writing and remove all horses, equipment and personnel off the premises. Such notice may be given at any time by delivering same personally to applicant, or by mailing same to address of applicant set forth in the application or by affixing such notice on some portion of the stall space of the applicant. Such notice may be given at any time during the term of this contract with or without reason and entirely at the discretion of Buffalo Raceway.
17. If the premises have not been vacated after twenty-four (24) hours have expired, the applicant on behalf of all persons he employs or represents hereby consents that a Judicial Order be granted for a Sheriff to remove all horse or horses and personal property from the Buffalo Raceway premises at the applicant's or owner's expense.
18. Owner, in order to induce Buffalo Raceway to approve this application, does for himself and all persons for whom he is acting, consent to any such action by Buffalo Raceway under this paragraph and the following paragraph.
19. Buffalo Raceway may refuse admittance to or eject anyone considered undesirable by it.
20. Buffalo Raceway will not, under any circumstances, be liable or responsible for any losses, injuries or damages sustained to or by any horses, owners, trainers, drivers, their agents, servants or employees and or horses entered in any racing events, or while participating in such events, or while in training, or while on the grounds. All risks of loss, injury, damage or destruction to person, property, and/or horses are assumed in full by such owners, trainers and drivers, their agents, servants and employees, whether caused by active or passive negligence, condition of the premises or any other reason or cause whatsoever. This provision shall not be deemed waived by the fact that Buffalo Raceway does presently, or will in the future, furnish insurance coverage against injury to the drivers competing or training on the racetrack.

**MUST COMPLETE REVERSE**

21. The Employment in any capacity of a minor 16 years of age or less on the premises of Buffalo Raceway is forbidden.
22. All trainers are required to have a certificate for Workers Compensation Insurance on file with the New York State Gaming Commission (NYSGC Rule #4101.31).
23. All owners, trainers and drivers do hereby unreservedly and without exception agree to hold Buffalo Raceway harmless from any loss, costs or damage caused by them arising from any occurrence in which they or their property or animals, or any of them, may be involved while on the premises of Buffalo Raceway.
24. All owners, trainers and drivers do hereby agree to jog and/or train all horses on the race track only, and not in the stable area proper under any circumstances, including times of inclement weather.
25. It is against the policy of Buffalo Raceway to administer a mixture, compound or solution that contains confectionary sugar, sodium bicarbonate, bicarbonate derivatives or alkalizing agents (of bicarbonate of soda and sugar in any of their forms) in any manner to a horse within twenty-four (24) hours of a racing program at which such horse is programmed to race. It shall be the trainer's responsibility to prevent such administration.
26. It is against the policy of Buffalo Raceway to administer a drug or foreign substance nasogastrically, orally or by any means of manual dosing to a horse, or using a tubing device, jug, or by intravenous means within twenty-four (24) hours of the start of a racing program at which such horse is programmed to race. It shall also be the trainer's responsibility to prevent such administration.
27. The undersigned acknowledges that they have read and do understand the New York State Gaming Commission's Policy and Procedures on TCO<sub>2</sub> testing and agree to indemnify and hold harmless Buffalo Raceway and its agents etc., for any damages or claims resulting from the testing.
28. **NO ONE** will be allowed in the barn area without a New York State Gaming Commission license being shown. **NO ONE** will be allowed to train, jog, warm up or race without wearing a safety helmet approved by the New York State Gaming Commission.
29. Chapter 59 of the Laws of 2009 Section 112 of the NYS Racing Law requires a \$10.00 per horse entry fee per race be imposed upon all starters. This fee will be collected from the owner's account in the horsemen's bookkeeping office. If funds are not available, the fee(s) must be remitted in a timely manner. If not, the owner may be refused entries, and be subject to other action deemed necessary.
30. Cell phone usage will be prohibited on track while jogging or training horses at all times.
31. Violations of any of the above conditions will result in immediate notice to vacate.

**ALTERATIONS, MISUSE, MODIFICATIONS OR CHANGES OF ANY NATURE, BY ANYONE TO THE PROPERTY OF BUFFALO RACEWAY, WITHOUT PERMISSION BY AN OFFICER OF BTA, ARE STRICTLY FORBIDDEN. VIOLATIONS OF THIS RULE MAY CONSTITUTE A REVOCATION OF THIS LICENSE. ANY COSTS SUSTAINED BY BUFFALO RACEWAY TO RETURN ITS PROPERTY TO THE ACCEPTABLE CONDITION THAT EXISTED PRIOR TO ANY SUCH ALTERATIONS WILL BE ASSESSED AGAINST THE PERSON OR PERSONS TO WHOM SAID STALL OR TACK ROOM HAS BEEN ASSIGNED AND SUCH ASSESSMENT IS REQUIRED TO BE PAID IMMEDIATELY. FAILURE TO DO SO MAY CONSTITUTE A REVOCATION OF THIS LICENSE.**

**BUFFALO RACEWAY RESERVES THE RIGHT TO MODIFY THESE REQUIREMENTS, INCLUDING THE INSTALLATION OF PROVISIONS FOR SECURITY AND TO REQUIRE COMPLIANCE WITH ITS RULES OF DECORUM.**

**NOTICE: Applications for stalls will be refused unless owners are members in **GOOD STANDING** with the **US Trotting Association**.**

Have you ever been excluded from participation in harness racing at any racetrack? Yes ( ) No ( )

If yes, Where? \_\_\_\_\_ When? \_\_\_\_\_ Why? \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

ADDENDUM TO 2016 BUFFALO RACEWAY STALL AGREEMENT  
Must be signed by all trainers requesting stalls

I agree that each and every stall assigned to me will be used for horses that I train; and no stalls will be given to any other trainer, owner, driver or horseman without the express approval of race secretary.

I agree that each and every stall assigned to me will be used for horses that I train; and I will not use any stall that is not assigned to me for any reason without the express approval of race secretary.

I agree that I will make no changes to any stall assigned to me including but not limited to added hardware or implements; removal of doors, bars, mats or any hardware or implements; or changes to any surrounding area inside or outside the barn without the express approval of BTA management.

I agree that if I am assigned stalls that have mats, they will not be removed for any reason without the express approval of BTA management; and if any mats that are assigned to me are missing at the end of the 2016 Buffalo Raceway meeting or upon my departure from Buffalo Raceway, I will pay for their replacement.

I agree to willingly participate with facility maintenance inspections. If it is determined by BTA management that there is a faulty or non-compliant appliance or cord of any sort, I agree to immediately remove it.

I agree that STALL GUARDS ARE NOT ALLOWED IN BARNES; and I must use STALL GATES, or keep the stall doors closed at all times when a horse is in the stall.

I agree that if I am assigned stalls in Barns A, B, C, D, F, G or J – I will accept responsibility for stall doors that have been damaged by horses chewing habits; and any other “unreasonable” damage to stalls caused by horses habitual actions that do not qualify as “reasonable wear and tear”; and if any stalls that are assigned to me result in the aforementioned damage at the end of the 2016 meet or upon my departure from Buffalo Raceway, I will pay for “reasonable” repairs.

I agree that before vacating stalls, the stalls will be fully cleaned; and be “signed off” by race secretary or BTA management.

Date: \_\_\_\_\_

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

Trainer, on behalf of himself, and as authorized agent of his owner (s) listed hereon, which agency is not qualified or limited.

2016  
**BUFFALO RACEWAY**

**Racing Privilege Application and Agreement**

If you are not requesting stalls at Buffalo Raceway, indicate ( 0 ) in designated box in left corner of attached stall application. You must provide all pertinent horse information, and complete Stall Application in its entirety, regardless of whether or not you are requesting stalls.

**IMPORTANT PLEASE READ CAREFULLY**  
**Complete and return immediately!**

I do hereby certify that I am the owner and/or trainer of all the horses listed on the attached Stall Application. I hereby apply for racing privileges for said listed horses at Buffalo Raceway for the race meeting to be conducted from January 13, 2016 to July 24, 2016.

To request Buffalo Raceway to grant racing privileges during the race meeting, I hereby represent and warrant:

1. All the horses listed on Stall Application are sound and ready to race, unless otherwise noted.
2. All the horses granted racing privileges will be entered and raced in races for which they are qualified for the purses which are offered and in accordance with classifications and conditions prescribed by the Race Secretary and posted in the office. Fitness to be determined by the track veterinarian or the Steward representing the New York State Gaming Commission.
3. I acknowledge that Buffalo Raceway has the exclusive right in its discretion to withdraw racing privileges at any time, subject to such procedures that may be mandated by statute, regulation or court ruling. Upon such cancellation, I agree to remove the horses from the track premises within 48 hours after such notice. I hereby waive any applicable statutory provisions to the contrary, including specifically the provisions of Article 7 of the Real Property Actions and Proceedings law of the State of New York.
4. If horses which have been granted racing privileges are not entered and raced as provided above or if horses whose racing privileges have been withdrawn by Buffalo Raceway are not removed from the track premises, Buffalo Raceway is authorized to remove such horses from the track premises and to place such horses in any private or public stable, farm or other place which may be available, at my expense and the expense of the persons in whose behalf this application is made, the liability of all such persons being joint and several. I agree to hold Buffalo Raceway, its officers and agents harmless and to indemnify them against any claims, obligations or expense incurred in connection therewith, including disbursements and legal fees.
5. I agree to file with the Race Secretary's Office, the Coggins Tests and Claiming Authorizations for each horse accepted for racing and to certify the names of all the owners, trainers, drivers, grooms and all other persons employed in connection with the ownership, training, care and racing of said horses. I warrant that all admission passes issued to any such persons shall be used only by such persons during their ownership or employment or participation in the training, care and racing of the said horses. I agree to indemnify Buffalo Raceway against any loss in the issuance and use of admission passes by any persons not entitled thereto.
6. I acknowledge that the racing privileges granted hereunder are applicable only to the horses listed on the Stall Application and that no horse may be substituted for any listed horse without the prior permission of the Race Secretary.
7. I acknowledge that the Western New York Harness Horsemen's Association has been authorized by me and by such other persons on whose behalf this application is made to enter into an Agreement with Buffalo Raceway binding upon me in relation to purses, track facilities and all other matters provided for in said agreement. I hereby expressly agree to be bound by the provisions of said Agreement currently in effect by and between Buffalo Raceway and the Western New York Harness Horsemen's Association, a copy of which I acknowledge is available to me for my examination, and by any modification or extension thereof.
8. I warrant that I am the owner or trainer of the listed horses; that if there is more than one owner or trainer, this application is made in behalf of and is binding upon all of the owners and trainers of the listed horses who are set forth below; and that I am authorized by all said owners and trainers to enter into this Agreement and to make the representations and warranties herein provided for and to adopt and confirm the provisions of the Agreement between Buffalo Raceway and the Western New York Harness Horsemen's Association referred to in paragraph 7 above.
9. The rules and regulations of the New York State Gaming Commission shall govern all matters relating to the entry and racing of the listed horses and all other matters provided for in said rules and regulations and I agree to be bound thereby.
10. Buffalo Raceway reserves the right to reject any entry and return the entry fee, declare off if conditions warrant, call off any events not filling satisfactorily, use any starting system approved by the New York State Gaming Commission and place entries in their eligible classes.
11. Horsemen agree to engage only such drivers as have been approved by Buffalo Raceway and are licensed by the New York State Gaming Commission.

**MUST COMPLETE REVERSE**

12. Buffalo Raceway, its officers, agents or employees will not, under any circumstances, be liable for any injuries or damages to person or property sustained to or by any horse owners, trainers, drivers, their agents, servants, guests including children and employees, or to horses while on the grounds of Buffalo Raceway or on grounds owned, leased or controlled by it or while being transported in vehicles owned, leased or controlled by Buffalo Raceway or its agents, from any point whatsoever. All risks of injury or damage to person, property or horses by fire, theft, accident, or otherwise, are assumed by such owners, trainers and drivers, their agents, servants, guests including children and employees whether caused by active or passive negligence of Buffalo Raceway or its agents or by the condition of the premises or any other reason or cause whatsoever. This provision shall not be deemed waived by the fact that Buffalo Raceway does presently, or will in the future, furnish insurance coverage against injury to the drivers competing or training on the race track.
13. All owners, trainers and drivers do hereby agree to hold Buffalo Raceway harmless from any loss, costs or damages caused by them or arising from any occurrence in which they or their property or animals, or any of them, may be involved while on the premises of Buffalo Raceway.
14. All owners, trainers and drivers do hereby agree to jog and/or train all horses on the race track only, and not in the stable area proper under any circumstances, including times of inclement weather.
15. All persons using the grounds of Buffalo Raceway are bound by local laws and regulations relative to fire, sanitation, and any other matter.
16. I hereby agree to pay for all or any damages to Buffalo Raceway property caused by me or any of my employees.
17. Absolutely no dogs or pets of any kind will be permitted in the backstretch or barn area.
18. Cooking, smoking and possession of unauthorized controlled substances or drug paraphernalia, including syringes or other apparatus for the subcutaneous or intramuscular administration of substances are strictly prohibited in stables, tack rooms, and barn areas.
19. Use of stalls or stable areas for anything other than the stabling of registered horses, including unauthorized gambling or consumption of alcohol is strictly prohibited.
20. It is against the policy of Buffalo Raceway to administer a mixture, compound or solution that contains confectionary sugar, sodium bicarbonate, bicarbonate derivatives or alkalizing agents (of bicarbonate of soda and sugar in any of their forms) in any manner to a horse within twenty-four (24) hours of a racing program at which such horse is programmed to race. It shall be the trainer's responsibility to prevent such administration.
21. It is against the policy of Buffalo Raceway to administer a drug or foreign substance nasogastrically, orally or by any means of manual dosing to a horse, or using a tubing device, jug, or by intravenous means within twenty-four (24) hours of the start of a racing program at which such horse is programmed to race. It shall also be the trainer's responsibility to prevent such administration.
22. The undersigned acknowledges that they have read and do understand New York State Gaming Commission's Policy and Procedures on TCO<sub>2</sub> testing and agree to indemnify and hold harmless Buffalo Raceway and its agents, for any damages or claims resulting from the testing.
23. New York State Gaming Commission Rule #4118.4 will be strictly enforced.
24. All owners, trainers and drivers do hereby unreservedly and without exception agree to hold Buffalo Raceway harmless from any loss, costs or damages caused by them arising from any occurrence in which they or their property or animals, or any of them, may be involved while on the premises of Buffalo Raceway.
25. The signer hereof represents that he and all persons for whom he is acting have read and are familiar with the rules and regulations of the New York State Gaming Commission, and the special rules and regulations of Buffalo Raceway hereof and on the reverse side of this agreement, and any and all addendums to this agreement, or any and all additional rules and regulations that may be instituted by Buffalo Raceway. He and they unconditionally and without exception hereby agree to be bound by and comply with said special rules and regulations inasmuch as they are included and expressly made a part hereof. He and they also agree that all the named horses listed in Stall Application and hereinafter substituted shall be subject to the aforesaid rules and special regulations, and to abide by all of the acts and decisions of the various track officers and racing officials presiding at Buffalo Raceway.
26. COMPENSATION INSURANCE (excerpt from New York State Gaming Commission Rules and Regulations, Rule 4101.31). Every owner, driver or trainer who employs or hires another must file a certificate of insurance with the Commission on a form satisfactory to the Chairman of the Workmen's Compensation Board. No license or permit will be issued to participate in harness racing unless the Commission has a certificate of insurance on file.
27. Chapter 59 of the Laws of 2009 Section 112 of the NYS Racing Law requires a \$10.00 per horse entry fee per race be imposed upon all starters. This fee will be collected from the owner's account in the horsemen's bookkeeping office. If funds are not available, the fee(s) must be remitted in a timely manner. If not, the owner may be refused entries, and be subject to other action deemed necessary.
28. No unlicensed person shall enter or be present in the stable area, paddock, racing strip, infield or mutuel area of Buffalo Raceway without permission from the New York State Gaming Commission or Buffalo Raceway.
29. Cell phone usage will be prohibited on track while jogging or training horses at all times.
30. Violations of any of the above conditions will result in immediate notice to vacate.

Have you ever been excluded from participation in harness racing at any racetrack? Yes ( ) No ( )

If yes, Where? \_\_\_\_\_ When? \_\_\_\_\_ Why? \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_