



**THE NEW YORK RACING ASSOCIATION, INC.
RESIDENTIAL UNIT AGREEMENT**

Aqueduct _____ Belmont _____ Saratoga _____

1. **Obligations of Residential Unit Occupants.** Each Occupant is responsible for keeping his/her Residential Unit clean and free from health and safety hazards. NYRA has implemented the following rules in order to maintain safe and sanitary living and working conditions, the violation of which may result in the imposition of fines, penalties or loss of housing privileges.
2. **Current Employment Requirement.** In order to be granted and to maintain a residential assignment, Occupants must be employed full-time by a NYRA-credentialed Trainer. Occupants must notify the Residential Unit Office if they are no longer working for a Trainer. Within seven (7) days of separation from employment, Occupant must vacate the Residential Unit and surrender his/her NYRA badge.
3. **Termination/Revocation.** Occupancy in a Residential Unit is a privilege, not a right, and can be revoked at the sole and absolute discretion of NYRA.
4. **Residential Unit Assignments.** No one under the age of 18 will be assigned a room. Assignments and changes of assignments shall be made only by NYRA and units can be occupied only by the person assigned.
5. **Life Safety.** Tampering with smoke detectors, fire alarms, sprinkler systems, fire extinguishers, or carbon monoxide detectors will be considered an egregious violation and may result in immediate eviction.
6. **Common Areas and Exits.** Hallways, stairwells and exits must remain free and clear at all times. Storage of items is not permitted in the common areas.
7. **Pests.** Occupants are required to report insect or rodent issues to the Residential Unit Office or Facilities Office immediately. Occupants will not be permitted to transport bedding or clothing to or between any NYRA track that has become infested with bed bugs or other insects. Occupants must follow all directions from NYRA regarding cleaning and/or disposal of bedding and clothing.
8. **Trash.** Trash must be properly disposed of in NYRA trash containers.
9. **Non-flushable Items.** Paper towels, feminine products, cleaning rags, leg wraps/bandages, and other like products are not to be flushed down toilets. These products must be disposed of in the trash only.
10. **Human Waste.** Urinating or defecating in an area other than toilet facilities is a serious health threat and violators may be immediately evicted from the Residential Unit for violation of this rule. Occupants are prohibited from throwing used toilet paper on the floor or any other surface. Waste and toilet paper must be flushed completely down the toilet.
11. **Pets.** Pets will not be permitted in the Residential Unit at any time. If an Occupant requires a service animal, he or she must register such animal with the Security Department.
12. **Strictly Prohibited Items.** Occupants are prohibited from possessing or using illegal drugs, weapons of any kind or highly flammable liquids on NYRA-operated property.
13. **Visitors and Guests.** All non-credentialed visitors must be approved by Security and issued a backstretch pass. Visitors will be required to leave their driver's license or other form of identification in exchange for such pass. Occupants should be considerate and keep their roommate(s) informed about guests that will be visiting the room. No person other than the assigned Occupant(s) shall be permitted in the Residential Units between the hours of 9:30 p.m. and 5:00 a.m.
14. **Locks.** Unauthorized locks shall not be placed on Residential Unit doors. Door keys shall not be duplicated or exchanged.
15. **Cooking and Heating Appliances.** Prohibited items include: hot plates, extension cords, toaster ovens, soup cookers, candles and heaters. Microwaves must be plugged directly into an outlet. Multi-outlet converters are prohibited.
16. **Room Cleanliness.** Clothes should be stored properly, and floors must remain reasonably free of clutter and dirt. Occupants are prohibited from hanging clothes from sprinkler pipes.
17. **NYRA Property.** NYRA-owned appliances and furnishings may not be altered, removed or exchanged by Occupants (i.e., foot lockers, bed frames and mattresses).
18. **Residential Unit Vacancies and Abandoned Property.** All belongings must be removed upon permanent departure from a Residential Unit and the room must be left in broom swept condition. NYRA is not responsible for personal belongings left in the room. Items of value left behind when vacating the Residential Units will be considered



abandoned property and are subject to disposal at NYRA's discretion. For temporary departures, Occupants must inform the Residential Unit Coordinator if they are going to be away from their room for more than 14 consecutive days. Absence for longer than 30 days will be considered a permanent departure and Occupants will be subject to eviction unless previously approved by the Residential Unit Coordinator.

- 19. Maintenance Requests/Air Conditioners.** Requests for maintenance services must be reported to the NYRA Facilities Office or the Residential Unit Office. Contact information is posted in the Residential Unit Office. Occupants may not install air conditioners themselves, they must make a request to the Facilities Office if installation is required.
- 20. Noise.** Music must be kept at a reasonable volume at all times.
- 21. Damage to Residential Units.** Any damage must be immediately reported to the Residential Unit Office or Facilities. Occupants will be held liable for the cost of repairs for damage they cause to Residential Units. If there is damage to Residential Units or community property that is shared by more than one Occupant, NYRA will attempt to ascertain individual responsibility. If this is not possible, charges for the damage will be divided equally among the Occupants of the Residential Unit (s).
- 22. Penalties.** Violators of these rules will be subject to fines ranging from \$50.00 for the first violation and up to \$250.00 for the third violation. Further or egregious violations (e.g., possession of illegal drugs/weapons or creating a serious health or safety threat) may result in suspension of Residential Unit privileges and/or exclusion from NYRA-operated racetracks.
- 23. Routine Safety and Sanitation Inspections.** By signing below and accepting a Residential Unit assignment, Occupant grants consent to NYRA to enter his or her Residential Unit to conduct routine safety and sanitation inspections. An inspection schedule will be posted in the Residential Unit Office alerting Occupants to the day(s) of the month they can expect sanitation inspections to occur, as well as fire safety inspections and pest control service visits. Violations discovered during inspections will be reported to the Security or Facilities Department. NYRA reserves the right to enter Residential Units to conduct an inspection and/or pest control measures whether or not Occupant(s) are present at the time of entry.
- 24. Emergency Inspections.** Occupant also acknowledges that NYRA may have to enter Residential Units if there is a threat of imminent harm to any Occupant or to the Backstretch Community as a whole. By signing below, Occupant grants consent to NYRA to enter his or her Residential Unit to conduct emergency inspections that may occur at any time and without notice. Failure to permit entry for either routine or emergency inspections may result in termination of Residential Unit privileges.

By signing below, the Occupant acknowledges that he or she has read and understands the above Agreement and will abide by the applicable terms and conditions herein.

Occupant Name

Name of Employing Trainer

Badge #

Occupant Signature

Date

Cell Number

Emergency Contact Information

Name: _____

Relationship: _____

Telephone Number: _____

Address: _____

