



HOUSE RULES FOR RACING PARTICIPANTS: APPENDIX

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Code of Ethics and Business Conduct

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Anonymous Ethics Hotline

English:	800-605-1340
Español:	800-297-8592

INTRODUCTION

All employees and officers of The New York Racing Association, Inc. (“NYRA”), as well as the members of its Board of Directors, are expected to uphold NYRA’s commitment to honesty and integrity. This means that everything we do should comply with both the letter and the spirit of this Code of Ethics and Business Conduct (the “Code”); and strict adherence to ethical principles should be the foundation of our intentions and actions.

YOUR OBLIGATIONS

- ◆ Avoid conflicts between personal and professional interests, and otherwise pursue the ethical handling of conflicts (whether actual or apparent) when conflicts or the appearance of conflicts are unavoidable;
- ◆ Comply with NYRA’s *Conflict of Interest and Related Party Transaction Disclosure Policy* attached hereto as **Exhibit “A.”**
- ◆ As applicable, provide full, fair, accurate, timely and understandable disclosure in reports required to be filed by NYRA with regulators and in other public communications made by NYRA;
- ◆ Seek guidance when necessary from a responsible manager or supervisor, or from NYRA’s Chief Compliance Officer or from a member of the Compliance Department; and,
- ◆ Promptly report any violations of this Code or misconduct in accordance with NYRA’s *Whistleblower Policy* attached hereto as **Exhibit “B.”** Confidential and anonymous mechanisms for reporting improprieties are available and are described in the Whistleblower Policy. However, anonymous reporting does not serve to satisfy a duty to disclose your own potential involvement in a conflict of interest or in unethical or illegal conduct.

It is your responsibility to be aware of the laws, rules, and regulations affecting your job. If a law conflicts with a principle set forth in this Code, your conduct must comply with the relevant law, rule, or regulation. Certain regulatory obligations and NYRA policies and procedures that are particularly important are summarized below. Further information on any of these matters may be obtained by contacting the Chief Compliance Officer or a member of the Compliance Department.

SETTING THE TONE AT THE TOP

NYRA’s executives, managers, directors and supervisors (“NYRA Leadership”) have a heightened responsibility of demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

To make our Code work, NYRA Leadership must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. NYRA Leadership should not consider employees’ ethics concerns as threats or challenges to their authority, but rather as another form of business communication. We want the ethics dialogue to become a natural part of daily work.

DOING THE RIGHT THING

Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- ◆ Does what I am doing comply with NYRA's shared values, Code of Ethics and Business Conduct, core goals, mission and company policies?
- ◆ Do my actions benefit NYRA as a whole or do they just benefit me personally?
- ◆ Have I used information that I learned at NYRA that I would not have otherwise been privy to in order to advance my own interests or that of my family?
- ◆ Have I been asked to misrepresent information or not conform to normal procedure?
- ◆ Would I feel comfortable disclosing what I have done to members of management and/or my fellow NYRA employees?
- ◆ How would it look for NYRA if my actions became a headline?
- ◆ Am I being loyal to NYRA above its competitors?
- ◆ What would I tell someone else to do in my situation?
- ◆ Is this the right thing to do or is there another course of action that would be more prudent?

DEFINING MISCONDUCT

Generally defined, misconduct is any act or omission that may be detrimental to NYRA's business or reputation. Misconduct may come in the form of a violation of NYRA's policies and procedures (e.g., this Code, *NYRA Employee Handbook* or *NYRA's Purchasing Policy*) or, in extreme circumstances, it may even rise to the level of a criminal act. Put simply, **trust your instincts. If something feels wrong to you - it probably is wrong.** Examples of misconduct include, but are not limited to:

- ◆ Harassment (sexual or otherwise);
- ◆ Violation of NYRA's policies and procedures;
- ◆ Theft or misuse of NYRA assets or resources;
- ◆ Physical violence of any kind;
- ◆ Failing to comply with the rules and/or regulations of NYRA's regulators (i.e., Franchise Oversight Board, NYS Gaming Commission);
- ◆ Falsifying information; and
- ◆ Disclosing confidential NYRA information.

REPORTING MISCONDUCT

IF YOU WITNESS OR LEARN ABOUT A VIOLATION OF THIS CODE, OF THE LAW OR OF ANY OF NYRA'S POLICIES OR PROCEDURES, IT IS YOUR DUTY TO REPORT IT.

Ethical misconduct in the workplace reflects badly on NYRA and can create workplace dissension and erode the trust that we need to have for each other in order to prosper as a business. It may only take one act of misconduct to create a lasting negative impression with customers and stakeholders.

Even if something is “just a rumor,” you should report it immediately. Although we all want to maintain good relationships at work, your first professional obligation is to the health of NYRA. Without a foundation of trust and honesty, the integrity of our entire workplace can rapidly deteriorate.

In addition to reaching out to a supervisor, the Chief Compliance Officer, a member of the Compliance Department, and/or the Human Resources Department to report misconduct, employees can report violations anonymously via the ethics hotline by calling the following phone number(s):

English: 1-800-605-1340
Español: 1-800-297-8592

Reports of violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

NO RETALIATION

Under New York’s Not for Profit Law, those who report wrongdoing in good faith are protected from retaliation. NYRA does not tolerate retaliation in any form.

What is a good faith report? It is one in which the reporter reasonably believes to be true, and reasonably believes to constitute illegal conduct, fraud, or a violation of an organization’s policy. The good faith requirement focuses on the existence of the violation or suspected violation, and not necessarily on the motives of the reporter in bringing it to the attention of NYRA.

What does retaliation look like? Retaliation and adverse employment consequences include intimidation, harassment and discrimination; and can include failure to promote, adverse impact on compensation, termination, discharge, suspension, demotion, other change in responsibilities, whether formal or informal, and other negative consequences.

MAINTAINING A SAFE, HEALTHY, AND AFFIRMATIVE WORKPLACE

NYRA is an equal opportunity employer and bases its recruitment, employment, development and promotion decisions solely on a person’s ability and potential in relation to the needs of the job; and complies with local, state and federal employment laws. Below is an overview of some of NYRA’s policies regarding harassment and alcohol and drug use. More details about these issues can be found in NYRA’s *Employee Handbook* and its *Sexual Harassment Policy*.

SEXUAL AND OTHER FORMS OF HARASSMENT

Sexual harassment constitutes discrimination and employee misconduct and is illegal under federal, state, and local laws. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature or based on a person’s gender.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Prohibited behaviors may include, among others:

- ◆ Explicit sexual propositions, advances, or requests for sexual favors;
- ◆ Sexual jokes and innuendo, or jokes about gender-specific traits;
- ◆ Lewd or suggestive comments or gestures or verbal abuse of a sexual nature;
- ◆ Leering or catcalls;
- ◆ Commentary about an individual's body, sexual prowess or sexual deficiencies;
- ◆ Displays of insulting or obscene printed or visual materials (including through email, text or social media);
- ◆ Physical contact such as hugging, patting, pinching, fondling, intentionally brushing against another individual's body, rape, sexual battery, molestation, or attempts to commit these acts; and
- ◆ Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity/expression, and/or the status of being transgender.

Sexual harassment also occurs when a person in authority makes threats and demands that an individual submit to sexual requests in order to keep their job, or to avoid some other loss, as well as when a person in authority offers job benefits in return for sexual favors.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Unlawful harassment is defined as harassment based on any characteristic protected by applicable U.S. federal, state or local laws including race, color, creed, religion, gender, sexual orientation, national origin, age, veteran or disability status, which is sufficiently severe or pervasive as to alter the working conditions of an employee.

Such harassment can be defined as conduct that shows hostility or aversion toward an individual because of any protected characteristic. Harassing conduct includes but is not limited to: intimidating or hostile acts, the use of offensive materials, whether in the form of comments or jokes, degrading or offensive language (including racial slurs or epithets), photographs, cartoons, drawings, gestures, posters, or emails.

Individuals who believe they have been subjected to harassment on the basis of any protected classification should report that behavior to NYRA's Human Resources Department, the Chief Compliance Officer or a member of the Compliance Department. If the harassment involves physical touching, threats or intimidation, NYRA employees should contact the Security Department immediately.

DRUG AND ALCOHOL USE

NYRA is committed to providing a drug-free work environment. The illegal possession, distribution, or use of any controlled substances on NYRA's premises or at NYRA functions is strictly prohibited. Similarly, reporting to work under the influence of any illegal drug or alcohol and the abuse of alcohol or medications in the workplace is not in NYRA's best interest and violates this Code.

NYRA's Employee Assistance Program (EAP) offers employees a confidential source of assessment, short-term problem solving, and referral services on a wide range of issues, including drug and alcohol abuse. This program is administered by Corporate Counseling Associates. A consultant is available, 24-hours a day/7 days a week, at the EAP hotline: **1-800-833-8707**.

CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS

Care should be taken to ensure that no detriment to the interests of NYRA (or appearance of such detriment) may result from a conflict or potential conflict between those interests and any personal or business interests which you may have. In particular, you have an obligation to avoid, and where avoidance is not feasible, to disclose to the appropriate individual (as set forth in NYRA's *Conflict of Interest and Related Party Transaction Policy*, attached as **Exhibit "A"**), any activity, agreement, business investment or interest or other situation that might in fact or in appearance cause you to place your own interests, or those of another, in tension with or above your obligation to NYRA. Care should be taken about the appearance of a conflict since such appearance might impair confidence in, or the reputation of, NYRA, even if there is no actual conflict and no wrongdoing.

In all instances where the appearance of a conflict exists, you must disclose the nature of the apparent or actual conflict and all material facts related to such apparent or actual conflict.

Procedures relating to disclosure and review of conflicts of interest and related party transactions, including enhanced requirements for directors, officers, racing officials, and other key persons, are set forth in the policy attached as **Exhibit "A."**

GIFTS AND BUSINESS COURTESIES

The policy below only applies to gifts and business courtesies given to or received from a current or potential NYRA vendor, except for the special restrictions on receipt of gifts by racing officials, which are outlined herein.

GIFTS

A gift is something that is given or made without charge or consideration that is "freely bestowed" with no obligations attached. The following rules apply to gifts:

- ◆ No one is permitted to accept any single gift that has a value of more than one-hundred dollars (\$100.00)¹;

¹ This does not preclude the acceptance of a gift on behalf of an entire department. In that instance, the \$100.00 limit does not apply. However, the gift must still be reported by the most senior member of the department.

- ◆ Employees may not accept more than one gift from the same person or entity per year; and
- ◆ The aggregate of all gifts per employee should not total more than \$500.00 per year from all vendors or entities combined.
- ◆ Gifts should be limited to special occasions and holidays. For example, a gift of a fruit basket or a bottle of wine during the holiday season is acceptable if it does not exceed the maximum amount.
- ◆ We must never offer or accept gifts that might compromise our ethical and/or legal obligations.
- ◆ If there is any question as to whether a gift is permissible, please contact the Chief Compliance Officer or a member of the Compliance Department.

BUSINESS COURTESIES

A business courtesy is a benefit received such as meals, drinks, events or entertainment for which fair market value is not paid by the recipient. It may be permissible to accept a meal or other invitation from a current or potential vendor. However, the following rules must be followed:

- ◆ As a general rule, the cost of the business courtesy must be reasonable; and repeated acceptance of business courtesies from the same person or entity should be avoided.
- ◆ The business courtesy should be declined if acceptance could be reasonably perceived by anyone as having the intent to influence a business decision involving NYRA. For example, a current vendor is offering a new product and is trying to sell it to NYRA.
- ◆ The occasion resulting from the invitation should conform to the following guidelines:
 - ☑ The invitation is for an ordinary business meal or gathering during which the host is present. For example, receipt of tickets to a sporting event at which the host will not be present is generally unacceptable;
 - ☑ Travel costs and lodging should be paid for by NYRA² or out-of-pocket, as applicable; and
 - ☑ The meal or event is directly related to, or benefits NYRA's business.
- ◆ NYRA employees may not accept business courtesies on behalf of non-NYRA employees. Meaning, if a family member or friend is accompanying you to the meal or event, costs and expenses must be paid out-of-pocket for that person.

SPECIAL RESTRICTIONS ON GIFTS, GRATUITIES AND BUSINESS COURTESIES FOR KEY RACING EMPLOYEES

For purposes of this section, Key Racing Employees generally include, but are not limited to, any employee that is required to be approved by the Gaming Commission as a racing official.

Each Key Racing Employee performs a function at NYRA that is so inherently intertwined with NYRA's business of running fair and unbiased races, these employees are especially vulnerable to the appearance

² There may be occasions when the payment of travel expenses by a vendor is acceptable but only if it is preapproved by the Chief Compliance Officer.

of impropriety. Thus, Key Racing Employees are strictly prohibited from receiving individual gifts, bonuses, business courtesies or gratuities of any kind from horsemen or patrons regardless of their form or value³. Department-wide gifts may be accepted with the approval of the most senior member of the department to which the gift is offered. The senior member is also responsible for reporting the gift.

Key Racing Employees are obligated to report any known violation of the no-gift policy. If it is determined that a Key Racing Employee knew of a violation but failed to report it, such Key Racing Employee will be subject to discipline up to and including termination from employment.

ACTIVE BIDDING

Employees may never accept gifts or business courtesies of any value or in any form from a vendor who is participating in an active competitive bidding process with NYRA. The active bidding period spans from the first notification to bidders (advertisement or oral notification) until after the bid has been awarded and a contract has been finalized.

REPORTING GIFTS AND BUSINESS COURTESIES

NYRA employees must report all gifts on the form attached as **Exhibit “C,”** and all business courtesies on the form attached as **Exhibit “D.”**

VIOLATIONS AND OBLIGATION TO REPORT

Violations of this policy are serious and may result in corrective action being taken against you, up to and including possible termination from employment. If you know of an instance where this Policy may have been violated, you are obligated to report such violation.

PROTECTION AND PROPER USE OF NYRA’S ASSETS

You have a personal responsibility to protect the assets of NYRA from misuse or misappropriation, consistent with the *NYRA Employee Handbook* and other policies. NYRA’s assets include tangible assets, such as products, equipment and facilities, as well as intangible assets, such as NYRA time, intellectual property, trade secrets, reputation and business information (including any non-public information learned as an employee, officer, or director of NYRA).

³ For the purposes of this Code, a horseman is defined as: Any person who has an interest in the outcome of a race, including, but not limited to: a horse owner, trainer, assistant trainer or jockey, or anyone employed by, or working on behalf of, any horse owner, trainer, assistant trainer or jockey.

THEFT/MISUSE OF ASSETS

NYRA's assets may only be used for business purposes and such other purposes as are approved by NYRA. You must not take, make use of, or knowingly misappropriate the assets of NYRA for personal use, for use by another, or for an improper or illegal purpose.

Theft/misuse of assets includes using NYRA materials, equipment, supplies, vehicles, or NYRA labor for your or another's personal benefit, unless express permission to use such asset(s) was granted to you directly by someone with decision-making authority. This also includes selling or trading anything of value belonging to NYRA (e.g., Belmont Stakes tickets, Saratoga boxes, etc.) that you received for free or below market value because of your employment or position at NYRA, for something that will benefit you or someone else personally.

CONFIDENTIAL OR PROPRIETARY INFORMATION/PRIVACY

You must not use or disclose any confidential or proprietary information to any person or entity outside NYRA, either during or after service with NYRA, except with written authorization of NYRA or as may be otherwise required by law or regulation. You may not use confidential or proprietary information for your own personal benefit or the benefit of persons or entities outside NYRA. Confidential or proprietary information includes all non-public information learned as an employee, officer, or director of NYRA. Confidential information includes, but is not limited to:

- ◆ Non-public information that might be used by NYRA's competitors, patrons or stake holders (horsemen or other racing participants) to damage NYRA or gain an unfair competitive advantage over others (e.g., giving a friend a "tip" about a particular horse running in a NYRA race that you would not have known if you were not a NYRA employee).
- ◆ Non-public information relating to NYRA's operations, including financial information; mailing lists and any information relating to future business transactions; compensation information; minutes, reports and materials of the Board and its committees; trade secrets (a trade secret is any valuable business information that is not generally known and that gives one an advantage over competitors, including but not limited to plans, engineering and technical designs and drawings, product specifications, guest and patron lists, business strategies, computer programs, and sales and marketing information); and other documents identified as confidential;
- ◆ Non-public information about discussions and deliberations, relating to business issues and decisions, between and among employees, officers and directors; and,
- ◆ Non-public information about fellow employees, directors, or officers, or any other individuals about whom NYRA may hold information from time to time.

SPECIAL OBLIGATIONS OF NYRA EMPLOYEES WITH ACCESS TO INCOMPASS

InCompass is a proprietary software program run by The Jockey Club that contains, among other things, sensitive veterinary records of horses that run at NYRA's tracks, as well as non-public information about NYRA's races. It is the obligation of any NYRA employee granted access to InCompass to ensure that the information is kept strictly confidential and is only disclosed to those with express permission to use such information.

If NYRA discovers that an employee has misused information that he or she obtained from InCompass, corrective action will be taken, up to and including termination from employment; and, if appropriate, referral to the proper regulatory or law enforcement authorities.

POLITICAL AND CHARITABLE ACTIVITIES

As an organization, NYRA shall not make any monetary corporate political contribution to any elected official or candidate for political office. NYRA generally encourages participation by employees, officers, and directors in lawful community activities outside NYRA. However, all such participation must be on your own time, and at your own expense. No employee, officer, or director shall publicly utilize any affiliation of NYRA, or permit the use of any NYRA property, in connection with the promotion of partisan politics, religious matters, or positions on any issue not in conformity with the official position of NYRA.

OUTSIDE COMMUNICATIONS

As a general matter, no one other than an authorized spokesperson may communicate NYRA's material, nonpublic information to a third party.

Communications with the Public or Members of the Press. Occasionally, employees may be contacted by outside sources or the media requesting information about NYRA business. In order to avoid providing inaccurate, incomplete or confidential information to outside sources, all outside inquiries regarding NYRA must be referred to the Director, Communications & Public Affairs. No other individual is authorized to speak on behalf of NYRA.

All media inquiries should be directed to the NYRA Press Office at 718-659-2244 or pressoffice@nyrainc.com. NYRA's Director of Communications and Public Affairs serves as the chief spokesperson for the organization.

Communications with Regulators and/or Government Officials. All communications with NYRA's regulators (the Franchise Oversight Board or FOB, the Gaming Commission, etc.) or with Government Officials (e.g., the New York State (NYS) Governor, members of the NYS Legislature, local politicians, etc.) must be made through NYRA's General Counsel/Chief Compliance Officer or his or her official designee. No other individual is authorized to communicate material information regarding NYRA's business to these parties.⁴

⁴ This directive does not apply to racing officials who have official business to conduct with the Gaming Commission on behalf of NYRA (i.e., stewards, track veterinarians, etc.).

NETWORK USE, INTEGRITY AND SECURITY

NYRA reserves the right to monitor or review any and all data and information contained on any employee's or officer's computer or other electronic device issued to any personnel. In addition, NYRA reserves the right to monitor or review an employee's or officer's use of the Internet, NYRA's Intranet and NYRA e-mail or any other electronic communications without prior notice.

In order to maintain systems integrity and protect NYRA's network, no employee or officer should divulge any passwords used to access any NYRA computer or database. Any suspected breach of NYRA's network security systems should be reported to the Chief Information & Technology Officer or a member of NYRA's Technology department immediately.

All employees and officers should refrain from using or distributing software that may damage or disrupt NYRA's work environment by transmitting a virus or conflicting with NYRA systems. No employee or officer should engage in the unauthorized use, copying, distribution or alteration of computer software whether obtained from outside sources or developed internally.

Access to NYRA systems will be revoked and disciplinary action may be taken in the event that such systems are used to commit illegal acts, or to violate the provisions of this Code or any other provisions set forth in the *NYRA Employee Handbook* or other NYRA information and technology policies.

USE OF SOCIAL MEDIA

Social media is broadly understood to include social networking sites; and other sites and services that permit users to share information with others in a contemporaneous manner. Please note: **Only authorized employees may officially communicate on behalf of NYRA.** However, there may be times when your personal use of social media intersects with NYRA's business, such as when you reference NYRA on your personal social media page or website, or when responding to someone else's comments about NYRA. In those instances, the following rules should be followed:

- ◆ Employees need to know and adhere to the *NYRA's Code of Ethics and Business Conduct*, *NYRA Employee Handbook*, and other company policies when using social media and making any references to NYRA.
- ◆ Employees should ensure that any material they post is material that is neither inappropriate nor harmful to NYRA, its employees, or customers. Employees should avoid posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. However, nothing in NYRA's Social Media Policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

- ◆ Employees are not permitted to publish, post or release any information that is considered confidential or proprietary NYRA information. If there are questions about what is considered confidential, employees should check with the Chief Compliance Officer or a member of the Compliance Department.
- ◆ Keep in mind that social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized NYRA spokespersons.
- ◆ If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue and seek the advice of a supervisor or the Chief Compliance Officer/Compliance Department.
- ◆ Employees should get appropriate permission before any NYRA-owned images are posted online. Employees must never use a third party's copyrights, copyrighted material, and or trademarks, service marks or other intellectual property unless they have been expressly granted permission to do so.
- ◆ Social media use should never interfere with an employee's responsibilities at NYRA. NYRA's computer systems are to be used for business purposes only. Personal use of social media networks or personal blogging of online content is discouraged, and excessive use could result in disciplinary action.
- ◆ Content published after-hours that involves work or subjects associated with NYRA, should include a disclaimer, such as: "The postings on this site are my own and may not represent NYRA's positions, strategies or opinions."

BRIBERY AND OTHER ILLEGAL PAYMENTS

Under no circumstance is it acceptable for NYRA employees to offer, give, solicit or receive any form of bribe, kickback, payoff, or inducement. Further, you may not use agents, consultants, independent contractors or other representatives to do indirectly what you could not do directly under this Code or under applicable law, rules and regulations.

BRIBERY

Bribery occurs when something of value is given or promised in order to influence the judgment or conduct of a person. Bribery is often used to obtain an illicit or illegal advantage. Bribery can occur when cash or other cash equivalent is offered as an incentive to choose a vendor, supplier, or bidder; when something of value is offered to get, or in exchange for, information that would provide a competitive advantage; or when an offer is made in order to change the results of an event, test, or document. Bribery is illegal and will not be tolerated by NYRA.

GOVERNMENT PERSONNEL

Care must be taken to avoid even the appearance of impropriety or influence when conducting business interactions with governmental entities, agencies, and personnel. Accordingly, no payments, gratuities or gifts of any kind are to be given to any local, state or federal government entity, agency, or personnel.

MONEY LAUNDERING, TAX EVASION, AND OTHER SUSPICIOUS CONDUCT

NYRA personnel may not participate in, or assist any patron or race participant in, any wagering or other activity that constitutes tax evasion, money laundering, or is in any other way suspicious. An example of suspicious tax-evasion activity is “ten-percenting.” A “ten-percenter” is any person who offers or agrees to cash tickets that are subject to tax withholding regulations in exchange for a percentage of cash, cash equivalent, or something else of value.

Money laundering can be generally defined as the movement of cash or other financial assets attributable to illicit activities through one or more legitimate accounts, businesses, or other conduits for the purpose of making such cash or assets appear to be attributable to legitimate activities or otherwise more difficult to trace back to their illicit source. Money laundering is frequently used in connection with terrorist financing activities. Criminals, terrorists, or other parties in possession of ill-gained cash or financial assets try to “clean” the proceeds of a crime or other illicit activity by hiding such proceeds and making them appear legal or legitimate.

Further information concerning NYRA’s protocols to combat money laundering and terrorist financing, including filing Suspicious Activity Reports, may be found in the NYRA’s *Anti-Money Laundering Policy* or by consulting the Anti-Money Laundering Officer.

NYRA pari-mutuel, security, advanced deposit wagering, horsemen’s identification and bookkeeping, and guest services staff are typically in direct contact with patrons, horsemen, and the public, and may notice unusual situations that may be indicative of tax evasion, money laundering, or other financial misconduct. Additionally, pari-mutuel staff and other NYRA personnel who handle cash or cash equivalents must carry out their responsibilities with the utmost of care and integrity.

NYRA personnel should report any situation that occurs between NYRA personnel and a guest, patron, or horseman that is out of the ordinary (including but not limited to arguments, disputes over wagers, or inappropriate requests) to a manager or supervisor, who must in turn report the matter appropriately in accordance with applicable NYRA policies and procedures.

EMPLOYEE WAGERING

PARI-MUTUEL EMPLOYEES

It is unlawful in New York State for a pari-mutuel employee to place a wager on a horse race while the teller is working at a racetrack.⁵ All pari-mutuel tellers receive the *Mutuel Department Rules and Regulations* and are expected to know the rules and abide by them. If you have any questions about the rule against pari-mutuel tellers wagering, please contact the Chief Compliance Officer.

OTHER EMPLOYEES

Employees of the Racing Department are not permitted to wager on NYRA races. Employees in all other departments must consult with the head of their department regarding any restrictions or prohibitions that exist regarding wagering for a particular job category.

HORSE OWNERSHIP

Owning race horses is permitted unless such ownership is in direct conflict with an employee's role at NYRA. Those contemplating horse ownership should check with the Chief Compliance Officer or a member of the Compliance Department to ensure that no such conflict exists. Directors, officers, and employees who are horse owners shall not receive any preferential treatment based on their position with NYRA. All NYRA personnel have a duty to act in the best interests of NYRA and ensure that its assets are protected in accordance with the provisions of this Code.

COMPETITIVE BIDDING

NYRA is required to procure goods and services competitively and in accordance with an FOB-approved purchasing policy. In addition to adhering to NYRA's *Purchasing Policies and Procedures*, we follow certain FOB-required processes and procedures, which include reporting procedures. You should familiarize yourself with NYRA's *Purchasing Policies and Procedures* for a full understanding of the rules we must follow when purchasing goods or services. However, the following basic requirements should be strictly adhered to:

- ◆ **Restricted Period.** Once NYRA advertises a Request for Proposal (RFP) or a Request for Quotation (RFQ), only a designated purchasing agent is permitted to contact a bidder or potential bidder. You

⁵ See: 9 NYRCC § 4005.4.

should never, under any circumstances, contact an active bidder. If a bidder contacts you, such contact should be immediately reported to the Director of Procurement.⁶

- ◆ **Bid Specifications and Outside Consultants.** Sometimes it is necessary to use outside consultants to draft the specifications for a bid, and the use of consultants for this purpose is permitted. However, such consultant may not bid on any Request for Proposal (RFP) or Request for Quotation (RFQ) that they helped create. If you need assistance in creating the scope of services for your bid, you may be able to hold a “roundtable” session where you can get input from bidders prior an RFP or RFQ being issued. If this is required, please contact the Director of Procurement to help you.
- ◆ **Use of Exceptions to the Purchasing Policy (“Exception Memos”).** Although NYRA requires that goods or services be competitively bid when they are over a certain threshold amount, there certain circumstances where a competitive bid is not feasible. Exception memos should only be used when they fall squarely within one of the defined categories. Use of exceptions to the competitive bidding process for any other reason is strictly prohibited and NYRA employees are encouraged to plan their purchases carefully so they have time to go through the required process.
- ◆ **Reporting to the FOB.** NYRA is required to report all contracts over \$50,000 to the FOB on a monthly basis. Employees are strictly prohibited from manipulating quotes or invoices in order to fall below the reporting requirement amount (e.g., receiving several separate quotes for the same goods or services in amounts that fall under \$50,000 to “stay under the radar”). NYRA is also required to give 30 days’ advance notice to the FOB of any exception with a value of \$200,000 or greater. Employees should plan in advance to allot for this time period when they know they will need to request an exception.

For further information regarding NYRA’s competitive bidding protocols, please contact the Legal Department or the Director of Procurement.

RECORD RETENTION

Compliance with applicable law, rules, and regulations and internal protocols regarding record retention is mandatory. Destroying or altering a document with the intent to impair the document’s integrity or availability for use in any potential official proceeding is a crime. Destruction of records may only take place in compliance with applicable law and internal protocol. Documents relevant to any pending, threatened, or

⁶ Under certain circumstances, you may be permitted to discuss current or prior business with an active bidder who is also an existing vendor. However, you should never make such contact on your own and should always get permission to do so from NYRA’s Legal Department.

anticipated litigation, investigation, or audit shall not be destroyed for any reason. If you believe that NYRA records are being improperly altered or destroyed, you must report it to a responsible supervisor or the appropriate internal authority in accordance with the NYRA *Whistleblower Policy*. More information about document retention can be found in your department's retention policy.

VIOLATIONS OF THIS CODE

Those who violate the standards in this Code will be subject to corrective action. Failure to follow this Code, or to comply with federal, state, local and any applicable foreign laws, and NYRA's policies and procedures may result in, among other actions, suspension of work duties, diminution of responsibilities or demotion, and termination of board service or employment with NYRA.

CODE ADOPTION AND OVERSIGHT

The Board, through its Finance and Audit Committee, is responsible for providing oversight of the adoption and implementation of, and compliance with, this NYRA Code of Ethics and Business Conduct and all of its Appendices, including the *NYRA Conflict of Interest and Related Party Transaction Policy* and the *NYRA Whistleblower Policy*.

This NYRA Code of Ethics and Business Conduct and all of its Appendices, were adopted by the NYRA Board of Directors, upon recommendation of the Chair of the Finance and Audit Committee, on July 3, 2019.

EXHIBIT A

NYRA Conflicts of Interest Policy & Disclosure

**THE NEW YORK RACING ASSOCIATION, INC.
CONFLICT OF INTEREST
AND RELATED PARTY TRANSACTION POLICY**

I. Purpose

This Conflict of Interest and Related Party Transaction Policy (this “Policy”) is applicable to all employees, officers, and members of the Board of Directors (the “Board”) of the New York Racing Association, Inc. (“NYRA”). The purpose of this Policy is to set forth procedures for monitoring, reporting, and reviewing actions taken in connection with conflicts of interest and related third party transactions.

II. Meanings

For the purposes of this Policy:

- a. “employees” means all people employed by NYRA other than directors and officers;
- b. “directors” means all members of the Board including the NYRA President and Chief Executive Officer;
- c. “officers” means all members of NYRA executive management, other than the President and Chief Executive Officer.
- d. “racing officials” means any person who has been approved by the New York State Gaming Commission as such or has been determined to be a key racing employee by NYRA.
- e. “key persons” means any person, other than a director or officer, who¹:
 - (i) has responsibilities, or exercises powers or influence over NYRA as a whole similar to the responsibilities, powers, or influence of directors and officers;
 - (ii) manages NYRA, or a segment of NYRA that represents a substantial portion of the activities, assets, income or expenses of NYRA; or
 - (iii) alone or with others controls or determines a substantial portion of NYRA’s capital expenditures or operating budget.

III. General Obligations

No director, officer, or employee may have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any

¹ If you are unsure whether you fall under this definition, please consult with the General Counsel’s office or a member of the Compliance department.

nature that is in conflict with the proper discharge of such director's, officer's, or employee's duties on behalf of NYRA.

It is important to avoid even the appearance of impropriety, which may occur if a reasonable observer might assume there is a loss of objectivity while acting on behalf of NYRA. Your conduct should not give a reasonable basis for the impression that any person can improperly influence you or can unduly enjoy your favor in the performance of your duties and/or job. Likewise, you should endeavor always to pursue a course of conduct that will not raise suspicion among the public that you are likely to be engaged in acts that are in violation of any trust.

All conflicts of interests are not necessarily prohibited or harmful to NYRA. However, NYRA requires full disclosure of all actual and potential conflicts to the best of each director's, officer's, and employee's knowledge.

Where feasible, disclosures should be made in advance, before any action is taken on the matter. Conflict identification and analysis can be difficult and, therefore, you are at all times required to err on the side of caution and disclose all instances where a conflict of interest or the appearance of a conflict may exist, even if you do not believe that there is an actual conflict.

IV. Conflicts of Interest Defined

A conflict of interest can arise when a director, officer or employee, or a member of his or her family, receives an improper personal benefit as a result of his or her position with NYRA and the possibility of personal gain influences or appears to influence any business decision or judgment.

While it is not possible to describe or anticipate all the circumstances that might involve a conflict of interest, a conflict of interest typically arises whenever a director, officer, or employee has (directly or indirectly):

- An interest (financial or otherwise) in a transaction, agreement or any other arrangement (including employment) in which NYRA or any affiliate participates;
- A compensation arrangement or other interest in a transaction with NYRA;
- A compensation arrangement or other interest in or affiliation with any entity or individual that:
 - sells goods or services to, or purchases goods or services from, NYRA;
 - competes with NYRA; or
 - NYRA has, or is negotiating, or contemplating negotiating, any other transaction or arrangement with.

- The ability to use his or her position, or confidential information or the assets of NYRA, to his or her (or an affiliated party's or relative's) personal advantage or for an improper or illegal purpose;
- Been indebted to NYRA, other than for amounts due for ordinary travel and expense advances; or
- Any other circumstance that may, in fact or in appearance, make it difficult for the director, officer, or employee to exercise independent, objective judgment or otherwise perform effectively.

The above also applies to the interests of your immediate family. Your immediate family means your spouse, unemancipated child(ren), and any other family member who lives in the same household as you do, or to whom you provide more than 25% of that person's income in a calendar year. An unemancipated child is a child who is not self-supporting and is under the financial care of his or her parent(s).

V. Disclosure Obligations

The disclosure form is attached hereto. All employees, officers and directors must complete **"Part A"** of the form upon their commencement of employment with NYRA. Throughout their tenure at NYRA, employees, officers and directors must complete **"Part B"** if there is a change in circumstance or they are seeking approval to engage in outside business interests that may be in conflict with NYRA. **Directors, officers, key persons and racing officials must complete "Part C" of the form on an annual basis.**

For Directors Only: Disinterested members of the NYRA Finance & Audit Committee shall make a determination as to whether a conflict exists with regard to directors. The NYRA Finance & Audit Committee shall inform the Board of such determination. Pursuant to New York Not-for-Profit Corporation Law, the person with the conflict shall not be present or participate in board or committee deliberation or vote on the matter giving rise to such conflict nor influence improperly the deliberation or voting on the matter giving rise to such conflict.

Section 715(a) (3) and (4). The existence of the conflict and the resolution of the conflict shall be documented in NYRA's records, including the minutes of the meeting at which the conflict was discussed or voted upon. The Board shall retain the right to modify or reverse such determination and shall retain the ultimate enforcement authority with respect to the interpretation and application of this Policy.

VI. Compliance

If NYRA has reasonable cause to believe that an employee, officer or director has failed to comply with this Policy, NYRA may make such further investigation as may be warranted in the circumstances and if it determines that an employee, officer or director has failed to comply with this Policy, it shall take appropriate action up to, an understanding removal from the Board or termination of service or employment with NYRA.

Conflict of Interest and Related Party Transaction Disclosure Form

NAME (LAST)

(FIRST)

(M.I.)

TITLE OR POSITION

DEPARTMENT, IF APPLICABLE

ADDRESS OF PRESENT OFFICE

OFFICE PHONE NUMBER

MARITAL STATUS - IF MARRIED, PLEASE GIVE SPOUSE'S FULL NAME (INCLUDING MAIDEN NAME WHERE APPLICABLE)

LIST THE NAMES OF ALL UNEMANCIPATED CHILDREN

Part A – To be Completed by all NYRA Personnel at Time of Joining NYRA

Business Interests: List any entity of which **you** are an officer, director, trustee, member, owner (either as a sole proprietor or a partner) or employee, whether compensated or not, or an investor that (i) is in the horse racing, breeding or welfare business; (ii) is in the gaming industry; or (iii) has any relationship or conducts any transaction with NYRA. List the name of any such entity and the nature of its relationship with NYRA. Include compensated honorary positions; do NOT list membership or uncompensated honorary positions.

☐ NONE

**POSITION OR
INVESTMENT**

NAME OF ENTITY

**DEALINGS/RELATIONSHIP
WITH NYRA**

Immediate Family Business Interests: Your immediate family means your spouse, unemancipated child(ren), and any other family member who lives in the same household as you do, or to whom you provide more than 25% of that person's income in a calendar year. List any entity of which any of **your immediate family member(s)** is an officer, director, trustee, member, owner (either as a sole proprietor or a partner) or employee, whether compensated or not, or an investor that (i) is in the horse racing, breeding or welfare business; (ii) is in the gaming industry; or (iii) has any relationship or conducts any transaction with NYRA. List the name of any such immediate family member and his or her position with the entity, the name of the entity, and the nature of its relationship with NYRA. Include compensated honorary positions; do NOT list membership or uncompensated honorary positions.

IMMEDIATE FAMILY
MEMBER NAME AND
POSITION OR
INVESTMENT WITH
ENTITY

DEALINGS/RELATIONSHIP
WITH NYRA

Other Racing or Breeding Industry Business Interests: List any **racing or breeding industry** business interests of **yourself or any member of your immediate family, other than those disclosed above**, where the racing or breeding business does not take place at NYRA tracks or facilities and/or does not otherwise have any relationship with or connection to NYRA.

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**POSITION OR
INVESTMENT AND
IMMEDIATE FAMILY
MEMBER NAME IF
APPLICABLE**

NAME OF ENTITY

**NATURE OF RACING OR
BREEDING INDUSTRY
BUSINESS**

Part B – To be Completed by NYRA Personnel During the Course of their Board Service or Employment to Request Approval Prior to Engaging in Outside Business Interests

Prospective Business Interests: List any entity of which **you are considering** becoming an officer, director, trustee, member, owner (either as a sole proprietor or a partner) or employee, whether compensated or not, or an investor that (i) is in the horse racing, breeding or welfare business; (ii) is in the gaming industry; or (iii) has any relationship or conducts any transaction with NYRA. List the name of any such entity and the nature of its relationship with NYRA. Include compensated honorary positions; do NOT list membership or uncompensated honorary positions.

**POSITION OR
INVESTMENT**

NAME OF ENTITY

**DEALINGS/RELATIONSHIP
WITH NYRA**

THIS SECTION TO BE COMPLETED BY NYRA'S GENERAL COUNSEL OR CHIEF COMPLIANCE OFFICER:

☐ LIST ANY CONDITIONS TO APPROVAL HERE:

Date (month/day/year)

Part C – To be Completed by NYRA Directors, Officers, Racing Officials and Key Employees on an Annual Basis

Changes to Interests Business: Have there been any changes to your personal business interests or those of your immediate family members since the last reporting period (either at the time you joined NYRA or as of the last annual report you submitted)?

☐ **NO CHANGES**

☐ **SINCE THE LAST REPORTING PERIOD, I SUBMITTED PART B OF THIS FORM REQUESTING PRIOR APPROVAL TO ENGAGE IN OUTSIDE BUSINESS INTERESTS**

☐ **OTHER CHANGES ARE LISTED BELOW**

1. List any **NEW** entity of which **you or any of your immediate family member(s)** have become, since the last reporting period, an officer, director, trustee, member, owner (either as a sole proprietor or a partner) or employee, whether compensated or not, or an investor (i) is in the horse racing, breeding or welfare business; (ii) is in the gaming industry; or (iii) has any relationship or conducts any transaction with NYRA. List the name of any such entity and the nature of its relationship with NYRA. Include compensated honorary positions; do NOT list membership or uncompensated honorary positions.
2. List any **other NEW racing or breeding industry** business interests of **yourself or any member of your immediate family** where the racing or breeding business does not take place at NYRA tracks or facilities and/or does not otherwise have any relationship with or connection to NYRA.
3. If you did not request prior approval for any of your NEW business interests, please so state and include a request for approval here. Upon review of any such request, you may be asked to explain why prior approval was not sought.
4. List any previously reported positions or investments of which you or any of your immediate family member(s) have resigned or left since the last reporting period.

ACKNOWLEDGMENT

The answers to the foregoing questions are stated to the best of my knowledge and belief.

I also acknowledge that I have received a copy of, read, and understand the NYRA Conflict of Interest and Related Party Transaction Policy and agree to comply fully with its provisions. I further agree that I will abide by NYRA's determinations concerning whether the business interests disclosed herein constitute conflicts, and if so, whether such conflicts are acceptable to NYRA.

x

(Signature of Reporting Individual)

Date (month/day/year)

Printed Name: _____

EXHIBIT B

NYRA Whistleblower Policy



Whistleblower Policy for The New York Racing Association, Inc.

The New York Racing Association, Inc., a New York not-for-profit corporation (“**NYRA**”), requires its Covered Persons (defined below) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As used herein, “**Covered Persons**” means all employees, officers and directors of NYRA, and natural persons engaged by NYRA as independent contractors. As representatives of NYRA, each Covered Person must practice honesty and integrity in fulfilling his or her responsibilities owing to NYRA and comply with each applicable (i) federal, state or local statute or ordinance or executive order; (ii) rule or regulation promulgated pursuant to such statute or ordinance or executive order; and (iii) any judicial or administrative decision, ruling or order (collectively, “**Legal Requirements**”). NYRA is committed to creating an environment where Covered Persons feel comfortable raising concerns about potential workplace wrongdoing. Among other ways to report such concerns (as detailed below), Covered Persons can call NYRA’s anonymous whistleblower hotline at 800-605-1340 (English) / 800-297-8592 (Spanish).

ARTICLE 1 PURPOSES

Section 1.01 The purposes of this whistleblower policy (“**Policy**”) are to:

- (a) encourage and enable Covered Persons and former NYRA employees to raise concerns regarding suspected illegal or unethical conduct or practices, or violations of NYRA’s policies on a confidential and, if desired, anonymous basis;
- (b) protect Covered Persons and former NYRA employees from retaliation for raising such concerns; and
- (c) establish policies and procedures for NYRA to:
 - (i) receive and investigate reported concerns; and
 - (ii) address and correct inappropriate conduct and actions.

ARTICLE 2 REPORTING RESPONSIBILITY

Section 2.01 Reporting Responsibility. Each Covered Person has the responsibility to report in good faith any concerns about actual or suspected violations of NYRA’s policies or any applicable Legal Requirement governing NYRA’s operations (each, a “**Concern**”). Appropriate subjects to report under this Policy include but are not limited to financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices, such as:

- (a) fraud;
- (b) theft;
- (c) embezzlement;



- (d) bribery or kickbacks;
- (e) misuse of NYRA's assets;
- (f) undisclosed conflicts of interest; and
- (g) any other matter covered by NYRA's Code of Ethics.

Section 2.02 Acting in Good Faith. Anyone reporting a Concern must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation of any Legal Requirement and/or ethical standard contained in NYRA's Code of Ethics. Any unfounded allegation that proves to have been made maliciously, recklessly or knowingly to be false will be viewed as a serious offense and result in disciplinary action up to and including termination of employment status.

ARTICLE 3 NO RETALIATION

Section 3.01 No Covered Person or former employee of NYRA who in good faith reports a Concern or participates in a review or investigation of a Concern will be subject an adverse action taken by NYRA or any of its agents to discharge, threaten, penalize or in any other manner discriminate against any such Covered Person or former employee of NYRA because of such report or participation. Adverse action includes, without limitation,

- (a) termination from employment;
- (b) demotion;
- (c) reassignment to a less desirable position or duties;
- (d) reduction of work hours;
- (e) relocation to a less desirable work place (for example, further from the employee's home or requiring the employee to move);
- (f) failure to promote;
- (g) disciplinary actions and particularly those that have an adverse effect on the employee's pay or opportunities for advancement, including, without limitation, (i) suspension, (ii) performance improvement plans or (iii) written warnings;
- (h) poor performance evaluations, especially those that have an adverse effect on the employee's pay;
- (i) failure to award pay increases or raises;
- (j) placement on an unpaid leave of absence;



- (k) placement on paid administrative leave where that leave is stigmatizing;
- (l) disclosure of an employee's identity as the filer of a Concern;
- (m) actions or threats to take such actions that would adversely impact a former employees current or future employment; and
- (n) threatening to contact or contacting United States immigration authorities or otherwise reporting or threatening to report an employee's suspected citizenship or immigration status or the suspected citizenship or immigration status of an employee's family or household member to a federal, state, or local agency.

The foregoing protection extends to Covered Persons or former employees of NYRA who report in good faith, even if the allegations are, after an investigation, not substantiated.

Section 3.02 NYRA shall not take any retaliatory action covered by Section 3.01 against any Covered Person because such Covered Person does any of the following:

- (a) discloses, or threatens to disclose to a Supervisor (defined below) or to a Public Body (defined below) an activity, policy or practice of NYRA that such Covered Person reasonably believes is in violation of any Legal Requirement or that the Covered Person reasonably believes poses a substantial and specific danger to the public health or safety;
- (b) provides information to, or testifies before, any Public Body conducting an investigation, hearing or inquiry into any such activity, policy or practice by NYRA; or
- (c) objects to, or refuses to participate in any such activity, policy or practice.

The protection against retaliatory action with respect to any action covered by Section 3.02(a) pertaining to disclosure to a Public Body will not apply to an employee who makes such disclosure to a Public Body unless the employee has made a good faith effort to notify his or her employer by bringing the activity, policy or practice to the attention of a Supervisor of the employer and has afforded such employer a reasonable opportunity to correct such activity, policy or practice. Such employer notification will not be required where:

- (a) there is an imminent and serious danger to the public health or safety;
- (b) the employee reasonably believes that reporting to the Supervisor would result in a destruction of evidence or other concealment of the activity, policy or practice;
- (c) such activity, policy or practice could reasonably be expected to lead to endangering the welfare of a minor;
- (d) the employee reasonably believes that reporting to the Supervisor would result in physical harm to the employee or any other person; or



(e) the employee reasonably believes that the Supervisor is already aware of the activity, policy or practice and will not correct such activity, policy or practice.

As used herein, the term “**Supervisor**” means any individual within NYRA’s organization who has the authority to direct and control the work performance of the affected Covered Person or who has managerial authority to take corrective action regarding the Concern of which such Covered Person complains.

As used herein, the term “**Public Body**” means (i) the United States Congress, any state legislature, or any elected local governmental body, or any member or employee thereof; (ii) any federal, state, or local court, or any member or employee thereof, or any grand or petit jury; (iii) any federal, state, or local regulatory, administrative, or public agency or authority, or instrumentality thereof; (iv) any federal, state, or local law enforcement agency, prosecutorial office, or police or peace officer; (v) any federal, state or local department of an executive branch of government; or (vi) any division, board, bureau, office, committee, or commission of any of the public bodies described in the foregoing clauses (i) through (v).

Section 3.03 No Covered Person or former employee of NYRA will be subject to liability or retaliation for disclosing a trade secret in compliance with 18 U.S.C. §1833 either:

- (a) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a Concern or
- (b) in a complaint or other document filed in a lawsuit or other proceeding under seal.

Section 3.04 Any Covered Person who retaliates against someone who in good faith has reported or participated in a review or investigation of a Concern will be subject to discipline, up to and including termination of employment status.

Section 3.05 Anyone who believes that a Covered Person has been subject to harassment, retaliation or adverse employment consequences as a result of making a good faith report or participating in a review or investigation of a Concern should contact a Compliance Officer listed in Article 5 of this Policy.

ARTICLE 4 CONFIDENTIALITY

Section 4.01 NYRA encourages anyone reporting a Concern to identify themselves in order to facilitate the investigation of the Concern. However, Concerns may be submitted on a confidential and/or anonymous basis. NYRA shall take reasonable steps to protect the identity of the submitter of a Concern, and shall keep reports of Concerns confidential to the extent possible, consistent with the need to conduct an adequate investigation. In furtherance of the foregoing, NYRA shall

- (a) not disclose the identity of the submitter of a Concern without such submitter’s consent, unless required by a Legal Requirement,
- (b) store information relating to a Concern in a secure manner; and



- (c) limit access to that information relating to a Concern to only those persons requiring it for investigative or remedial purposes.

ARTICLE 5 REPORTING PROCEDURES

Section 5.01 Prompt Reporting. All Concerns should be reported as soon as practicable consistent with this Policy.

Section 5.02 Reporting Concerns.

- (a) Employees of NYRA should discuss the Concern with their direct Supervisors. However, NYRA employees should follow the procedures outlined in Section 5.02(b) or (c) if any of the following apply:
 - (i) the employee reasonably believes that the Supervisor will disregard or otherwise not fairly consider the Concern,
 - (ii) The Supervisor is a subject of the Concern or
 - (iii) The employee does not feel comfortable discussing the Concern with the Supervisor.
- (b) The Concern may be reported to NYRA's anonymous whistleblower hotline by calling 800-605-1340 (English) / 800-297-8592 (Spanish).
- (c) Concerns may be reported to Joi L. Garner or Iris Roberts (each, a "**Compliance Officer**"). When reporting Concerns, the Covered Person or former NYRA employee should describe in detail the specific facts that support the report. A Concern may be reported via phone call or in writing. If by phone, please call 718-659-2349 (Joi Garner) or 718-659-3503 (Iris Roberts). If by email, jgarner@nyrainc.com or iroberts@nyrainc.com. If by regular mail:

Joi L. Garner
The New York Racing Association, Inc.
110-00 Rockaway Boulevard
Jamaica, New York 11417

-or-

Iris Roberts
The New York Racing Association, Inc.
60 Railroad Pl
Saratoga Springs, New York 12866

If a Compliance Officer is the subject of the Concern or the submitter of the Concern is not comfortable reporting the Concern to a Compliance Officer, the Concern may alternatively be reported to:



Tatiana Torres
Vice President, Human Resources
ttorres@nyrainc.com
718-659-2228

Section 5.03 Questions. Any questions relating to the scope, interpretation or operation of this Policy should be directed to a Compliance Officer.

Section 5.04 Investigation of Reported Concerns.

- (a) **Compliance Officer.** Compliance Officers are responsible for promptly investigating or overseeing the investigation of each reported Concern and advising the Finance and Audit Committee of NYRA's Board of Directors ("**Board**") of reported Concerns that may have significant legal, financial or reputational consequences for any material business activity engaged in by NYRA or any of its affiliates.
- (b) **Acknowledgment of Receipt.** Any Supervisor or member of the Board who receives a report of a Concern must promptly notify a Compliance Officer of such report in writing. A Compliance Officer shall notify the submitter of the Concern and acknowledge receipt of such Concern within a reasonable time period, unless the Concern was submitted anonymously, or no return address is provided.
- (c) **Investigation.** The Compliance Officer shall conduct a prompt, discreet, and objective review or investigation based on the submitted Concern. A full investigation may not be possible if a report made anonymously is vague or general. If deemed necessary in his or her sole discretion or upon the recommendation of the Finance and Audit Committee, the Compliance Officer may engage legal counsel, accountants or other experts to assist in the investigation. A Compliance Officer may delegate the investigation responsibilities to any Board committee or other individual, including third parties, as long as:
 - (i) The delegate is not a subject of the reported Concern.
 - (ii) The delegation does not compromise the identity of the Covered Person or former NYRA employee who reported anonymously or confidentially.
- (d) **Resolution.** A Compliance Officer shall:
 - (i) Recommend appropriate corrective action, if warranted by the investigation.
 - (ii) Oversee the implementation of a resolution.
 - (iii) Follow up with the submitter of the Concern, if possible, for closure of such Concern.

ARTICLE 6 PERIODIC REVIEWS



Section 6.01 To ensure that NYRA operates in a manner consistent with applicable Legal Requirements and does not engage in activities that could jeopardize its reputation or tax-exempt status, the Finance and Audit Committee shall conduct periodic reviews of this Policy. The Finance and Audit Committee shall present any recommended changes, modifications, or deletions of the provisions of this Policy to the Board at its regularly scheduled meeting following the Finance and Audit Committee's review.

ARTICLE 7 MISCELLANEOUS

Section 7.01 NYRA shall retain any records related to the investigation and resolution of a reported Concern. All such records are considered privileged and strictly confidential.

Section 7.02 This Policy shall be distributed to all Covered Persons.

Section 7.03 NYRA has discretion to the maximum extent permitted by law to interpret, administer, change, modify, or delete this Policy at any time with or without notice. No statement or representation by a Supervisor or any other NYRA employee, whether oral or written, can supplement or modify this Policy.

Section 7.04 Any delay or failure by NYRA to enforce this Policy in whole or in part shall not constitute a waiver of NYRA's right to do so in the future.

Section 7.05 Neither this Policy nor any other communication by any Supervisor or any other employee of NYRA, whether oral or written, is intended in any way to create a contract of employment.

Section 7.07 The provisions of this Policy extend to each agreement or other policy of NYRA. Any provision in any agreement by NYRA that requires confidentiality of information to the extent that such provisions may impede the action of any of NYRA's directors, officers and employees to make a report as described above under Article 5 or to fully cooperate with any investigation of any violation or suspected violation is hereby irrevocably waived by NYRA.

Section 7.08 This Policy could not, and is not intended to, address every possible situation that may arise. Each individual is responsible for acting lawfully and ethically in all of his or her business dealings, for reporting any unlawful and/or unethical conduct, and for seeking further guidance when in doubt.

Section 7.09 The current terms and conditions of this Policy shall be maintained in NYRA's Code of Ethics and Business Conduct or a supplement provided to the employees and on NYRA's website.

EXHIBIT C

Gift Report

RECIPIENT

Name of Recipient: _____

Email: _____

Department: _____

Direct Supervisor: _____

GIFT DESCRIPTION

Description of Gift: _____

Reason for Gift: _____

Value of Gift: \$ _____

PERSON OR COMPANY ISSUING GIFT

Name of Person or Company: _____

Relationship to NYRA: _____

Total Value of Gifts Received from Person or Company to Date: \$ _____

CERTIFICATION:

I certify that I have received the gift indicated above and that I have read NYRA's Code of Ethics and Business Conduct and I confirm that such gift, to the best of my knowledge, does not violate NYRA's Gift and Business Courtesy Policy.

Signature: _____ Date: _____

EXHIBIT D

Business Courtesy Report

RECIPIENT

Name of Recipient: _____

Email: _____

Department: _____

Direct Supervisor: _____

BUSINESS COURTESY DESCRIPTION

Description of Business Courtesy: _____

Purpose of Business Courtesy: _____

Approximate Value of Business Courtesy: \$ _____

PERSON OR COMPANY ISSUING BUSINESS COURTESY

Name of Person or Company: _____

Relationship to NYRA: _____

Total Value of Business Courtesies Received from Person or Company to Date: \$ _____

CERTIFICATION:

I certify that I have received the business courtesy indicated above and that I have read NYRA's Code of Ethics and Business Conduct and I confirm that such business courtesy does not, to the best of my knowledge, violate NYRA's Gift and Business Courtesy Policy.

Signature: _____ Date: _____

Barn Area Violations Panel (“BAVP”) Rules & Procedures

I. Purpose and Applicability

These rules and procedures apply to any hearing held in front of the Barn Area Violation Panel (“BAVP” or the “Panel”) for violation of The New York Racing Association Inc.’s (“NYRA”) House Rules. NYRA’s House Rules serve the purpose of maintaining safe and orderly racetrack properties, and the following rules and procedures ensure that hearings for violations of the rules are conducted in a manner that is fair to all parties, that the Panel acts in an impartial and objective manner, that cases are concluded as expeditiously as possible, and that those persons who appear before the Panel (“Alleged Violators”) understand their rights and responsibilities.

II. BAVP Members

The Panel shall consist of three (3) impartial members, the NYRA Steward, a representative from the NYRA Security Department, and a representative from the New York Thoroughbred Horsemen’s Association (“NYTHA”). The NYRA Steward will chair the Panel and shall have certain responsibilities and decision-making authority beyond that of other panel members, as outlined below.

III. Conflicts

- A. Automatic Recusal. Any member of the BAVP who issued a ticket or investigated a matter before the Panel must automatically recuse themselves from the hearing and allow for an appropriate substitute.
- B. Other Conflicts. All other potential conflicts must be disclosed by an interested Panel member to NYRA’s Legal Department. The Legal Department will decide whether such Panel member is required to recuse themselves from the hearing.

IV. Translation Services

All Alleged Violators are entitled to have a Spanish translator present during the hearing. NYRA will make every attempt to accommodate other language translations if required. Requests for translations in languages other than Spanish must be made to the NYRA Steward at least 72 hours prior to the hearing date.

V. Representation

Alleged Violators may choose to represent themselves or to be represented by an attorney. Those represented by an attorney must advise the NYRA Steward in advance of the hearing date and provide the attorney’s address, telephone number, and email address.

VI. Notice of Charges

A hearing ticket issued to the Alleged Violator provides notice of the date of the BAVP hearing and will serve as notice of the charges. If Alleged Violators have questions about the charges, they should contact the NYRA Steward prior to the hearing date.

VII. Answer and Affirmative Defenses

An Answer is a written document responding to the charge(s), served prior to the hearing date. Alleged violators are not required to answer the charges in writing but may do so pre-hearing. If the charges are answered in writing, the answer should specifically admit, deny, or state that there is not enough information to admit or deny each allegation. The answer should be sent or delivered to the NYRA Steward at least 24 hours prior to the scheduled hearing date.

VIII. Adjournments

Requests to adjourn the hearing to a later time must be made to the NYRA Steward at least 24 hours prior to the hearing date. Adjournments may be granted at the discretion of the NYRA Steward.

IX. Discovery of Documents

Alleged Violators are entitled to inspect and copy documents that will be used at the Hearing. The term “Document” includes more than a writing; it also refers to any other physical thing, such as a photograph or data stored by computer. Not all Documents prepared or obtained during investigations are subject to disclosure. Generally, the BAVP may withhold Documents that: (1) are privileged or constitute attorney work product; (2) will not be offered in evidence during the Hearing; or (3) may disclose a technique or guideline used in examinations, investigations, or enforcement proceedings; or disclose the identity of a confidential source.

X. Witnesses

The BAVP may present the testimony of witnesses. Any witness called against an Alleged Violator may be questioned by the Alleged Violator or their representative.

XI. Failure to Appear at Hearing

- A. Default Decision. Failure to appear at a hearing will result in a default decision, which means that the allegations contained in the charges will be deemed admitted.
- B. Application to Vacate. An application to vacate a default decision may be submitted to the NYRA Steward within forty-eight (48) hours of the hearing date. The default may be vacated, and a new hearing date issued if, in the sole discretion of the NYRA Steward, the failure to appear is deemed excusable.

XII. Decision

The BAVP will make a determination regarding the alleged violation and will issue its opinion at the hearing or after the hearing if the matter requires further deliberation. The NYRA Steward may consider the recommendation of Panel members when determining penalties and/or fines.

However, the NYRA Steward shall be the final authority with regard to all decisions of the Panel.

XIII. Penalties/Fines

Please see the attached penalty schedule.

XIV. Appeal

- A. Timing of Appeals. Appeals must be made within fourteen (14) days of the hearing date to NYRA's Senior Director of Security.
- B. Appeals Panel. Upon receiving the appeal application, an appeals panel will be comprised of three (3) members that were not involved in the original hearing.
- C. Appeal of Decision to Revoke or Suspend NYRA Credentials. In the event that the BAVP issues a decision that may result in the revocation or suspension of an Alleged Violator's NYRA credentials, appeals must be made directly to NYRA's Legal Department within the 14-day time period.

**Barn Area Violations Panel (“BAVP”)
Fine/Penalty Schedule**

Code	Violation Category	1st Violation	2nd Violation	3rd Violation	Notes
HS	Housing Violation	\$50	\$100	\$150	
HA	Harassment	\$50	\$100	\$150	
PV	Physical Violence, Threats, or Weapons	\$50	\$100	\$150	
SA	Substance Abuse	\$50	\$100	\$150	
HE	Health/Safety	\$50	\$100	\$150	
EQ	Animal Safety/Welfare	\$50	\$100	\$150	
ID	Absent or Expired ID	\$50	\$100	\$150	
FS	Fire Safety	\$50	\$100	\$150	
EV	Environmental	\$200	\$500	\$1,000	
CO	Conduct	\$50	\$100	\$150	
VE	Vehicle/Parking	\$50	\$100	\$150	
TR	Training	\$50	\$100	\$150	
OT	Other	\$50	\$100	\$150	

Fines are suggested minimums. Aggravated circumstances, including multiple concurrent violations, may result in higher fines or other action as decided by the Panel. Mitigating circumstances may be taken into consideration to mitigate the minimum suggested penalty. The Panel may refer an individual to B.E.S.T. as deemed appropriate in lieu of or in addition to the recommended penalty structure.

Environmental violations carry higher minimums due to state and local regulations. Fines for environmental violations will be assessed to the trainer who employs the responsible party.

**Barn Area Violations Panel (“BAVP”)
Appeal Process & Form**

- A. Timing of Appeals. Appeals must be made within fourteen (14) days of the hearing date and submitted to NYRA’s Senior Director of Security.
- B. Appeals Panel. Upon receiving the appeal form, an appeals panel will be comprised of three (3) members that were not involved in the original hearing.
- C. Appeal of Decision to Revoke or Suspend NYRA Credentials. If the BAVP issues a decision that may result in the revocation or suspension of an Alleged Violator’s NYRA credentials, appeals must be made directly to NYRA’s Legal Department within the 14-day time period.

Name: _____

Employer: (If applicable) _____

NYRA ID #: _____

Dorm (If applicable) _____

Phone Number: _____

E-Mail Address: _____

I want to appeal the ruling reached after the BAVP Hearing that was held on _____. Please attach a copy of the original ticket that you are appealing and any written decision issued after the hearing.

I am appealing the BAVP decision because (please be specific as to why the BAVP decision should be re-considered):

SIGNATURE: _____

DATE: _____

NOTE: If you are signing this form as Authorized Representative, please attach a copy of the document that establishes your authority to act on behalf of the client and include your contact information.



HEARING RULES AND PROCEDURES

§ 1 Applicability

Except as otherwise provided for herein, these Hearing Rules and Procedures are applicable in cases where it has been resolved by the Racing Committee of the Board of Directors of The New York Racing Association, Inc. (“NYRA”) that: (a) a person licensed by the New York State Gaming Commission is or has engaged in conduct in any jurisdiction that is potentially injurious to the health or safety of horses or riders, or otherwise detrimental to the best interests of the sport of Thoroughbred racing; and (b) where such conduct warrants revocation or suspension of their right to access, or engage in any activity at, a NYRA Racetrack.

§ 2 Definitions

Whenever used in these procedures:

- (a) “Board of Directors” means the Board of Directors of NYRA established pursuant to Racing Law § 207.
- (b) “The New York State Gaming Commission” or “Gaming Commission” is the government agency that, among other things, oversees Thoroughbred racing in New York State.
- (c) “Hearing Officer” means the person designated by NYRA for the purpose of conducting or participating in an impartial hearing.
- (d) “Licensee” means a current Gaming Commission license holder.
- (e) “NYRA” means The New York Racing Association, Inc.
- (f) “NYRA Racetrack” means Aqueduct Racetrack, Belmont Park Racetrack or Saratoga Race Course.
- (g) “NYRA staff” means those NYRA personnel participating in the hearing, but does not include the Hearing Officer, Panel or any individual advising them.
- (h) “Panel” means persons appointed by NYRA’s President to perform the functions described herein.
- (i) “Pleadings” means the notice of hearing and the respondent’s written answer.
- (j) “President” means the president of NYRA or their duly authorized



representative.

- (k) “Procedures” means the rules and procedures set forth herein.
- (l) “Racing Committee” means the committee of NYRA’s Board of Directors established pursuant to Racing Law § 207.
- (m) “Racing Law” means the New York State Racing, Pari-Mutuel Wagering and Breeding Law, and any and all regulations and rules promulgated thereunder or in connection therewith.
- (n) “Record” means the stenographic transcript of the hearing, or if the hearing is recorded, a copy of the tape, or a transcript of the recording, and any accompanying exhibits.

§ 3 Notice of Hearing

- (a) NYRA shall commence a proceeding under these procedures by issuing a notice of hearing.
- (b) The notice of hearing shall include:
 - (1) the time, place and date for the hearing;
 - (2) a statement of the charge or charges against the respondent and proposed penalty being sought; provided, however, that nothing shall preclude the consideration at the hearing of relevant issues not raised in the notice, in a manner consistent with respondent’s right to respond to such issues;
 - (3) the name of the Hearing Officer designated to conduct the hearing; and
 - (4) a statement informing the parties of the right of each party to be represented by counsel, to testify, to produce witnesses, to present documentary evidence, and to examine opposing witnesses and evidence.
- (c) The notice of hearing shall be personally served, by certified or registered mail, on the respondent, with a copy to the Hearing Officer, at least fourteen (14) days prior to the date of the hearing. If the respondent is represented by counsel, the notice of hearing may also be served on the respondent’s counsel.



§ 4 Answer

- (a) Within five (5) business days after service of the notice of hearing, the respondent shall serve a written answer.
- (b) The answer shall include:
 - (1) the respondent's address, telephone number and, if made by an attorney, the name, firm name, if applicable, address and telephone number of said attorney;
 - (2) a separate and specific response to each and every particular charge in the notice of hearing or a denial of any knowledge or information thereof sufficient to form a belief as to such particular; and,
 - (3) any matter constituting an affirmative defense.
- (c) The answer shall be served on NYRA or NYRA's counsel noted in the hearing notice, if applicable, with a copy to the Hearing Officer.
- (d) A failure to timely serve an answer shall be deemed an admission to the charge or charges set forth therein and the Hearing Officer will have the right to issue a default judgement against the respondent.

§ 5 Amendment of Pleadings

Provided there is no substantial prejudice to any other party, any party may amend or supplement a pleading either (a) as of right at any time prior to the commencement of the hearing, or (b) by leave of the Hearing Officer.

§ 6 Service of Papers

All notices and papers connected with a hearing, may be served by email on NYRA's counsel and on the respondent's counsel, if represented. If NYRA or the respondent are not represented, all notices and papers connected with a hearing may be served by email on NYRA's General Counsel or respondent.

§ 7 Adjournment

A request for an adjournment of the hearing shall be in writing and submitted to the Hearing Officer and other parties prior to the hearing. Adjournments shall be granted only by the Hearing Officer, and only after the Hearing Officer has consulted with both parties. When granted, adjournments should be to a specified time, day and place.



§ 8 Disclosure

- (a) Any party may, upon written demand and at least seven (7) days prior to the hearing, require disclosure of the evidence that the other party intends to introduce at the hearing, including documentary evidence and identification of witnesses; provided, however, that a party shall not be required to disclose information or material otherwise protected by law from disclosure, including information and material protected because of privilege or confidentiality. If, after such disclosure, a party determines to rely upon other witnesses or information, the party shall, as soon as practicable, supplement its disclosure by providing the names of such witnesses or the additional documents.
- (b) If a party fails to disclose evidence sought pursuant to subdivision (a) of this section, the Hearing Officer may, in the Hearing Officer's discretion, impose non-monetary sanctions, which may include preclusion of said evidence from introduction at the hearing.

§ 9 Stipulations

Parties may enter into a stipulation for the resolution of any or all issues. Where a stipulation is reached on all charges the hearing will be canceled and no action of the Panel will be required.

§ 10 Hearing Officer

- (a) The Hearing Officer shall conduct the hearing in a fair and impartial manner.
- (b) The Hearing Officer shall have the power to:
 - (1) rule upon requests, including all requests for adjournments;
 - (2) set the time and place of hearing, recesses and adjournments;
 - (3) administer oaths and affirmations;
 - (4) summon and examine witnesses, including the authority to direct a party to appear and to testify;
 - (5) order that opening and closing statements be made;
 - (6) admit or exclude evidence;
 - (7) allow oral argument, so long as it is recorded;
 - (8) issue orders limiting the length of cross-examination, size of briefs



and other similar matters;

- (9) order the parties to appear for a prehearing conference to consider matters that may simplify the issues or expedite the proceeding; and,
 - (10) do all acts and take all measures necessary for the maintenance of order and the efficient conduct of the hearing.
- (c) The Hearing Officer shall not have the power to:
- (1) remove testimony from the transcript by deletion, expungement or otherwise; or
 - (2) dismiss charges unless otherwise authorized by designation.

§ 11 Conduct of the Hearing

- (a) The Hearing Officer shall regulate the course of the hearing, set the time and place for continued hearings and designate the time for the filing of briefs and other documents.
- (b) The Hearing Officer shall not be bound by technical rules of evidence or procedure. The Hearing Officer shall conduct the hearing in such order and manner as they deem appropriate to ascertain the substantial rights of the parties. All parties shall be accorded full opportunity to present evidence and written and oral argument, provided, however, that the Hearing Officer may preclude or limit irrelevant or unduly repetitious, tangential or speculative testimony, argument or cross-examination.
- (c) All testimony shall be under oath or by affirmation.
- (d) Any party may appear in person or be represented by an attorney. The Hearing Officer may examine the parties and their witnesses. Any party shall have the right to call witnesses and examine and cross-examine other parties and their witnesses.
- (e) The Hearing Officer may direct the parties to appear and confer to consider the simplification or settlement of the issues by consent of the parties.

§ 12 Burden of Proof and Standard of Proof

- (a) Burden of Proof.
 - (1) Except where otherwise provided, NYRA bears the burden of proof on all charges and matters which it affirmatively asserts.



(2) The respondent bears the burden of proof regarding all affirmative defenses.

(b) Standard of Proof. Whenever factual matters are involved, the party bearing the burden of proof must sustain that burden by a preponderance of the evidence unless a higher standard has been established by applicable law.

§ 13 Record of the Hearing

(a) Testimony given and other proceedings at a hearing shall be recorded verbatim. For this purpose and consistent with respondent's rights, the Hearing Officer may use whatever means the Hearing Officer deems appropriate, including but not limited to the use of stenographic transcriptions or recording devices. At the Hearing Officer's discretion, part or all of the transcripts may also be required in electronic or other form.

(b) A copy of a Record of the hearing will be available to any party upon request to the stenographer or NYRA, as appropriate, and upon payment of the fees allowed by law.

§ 14 Hearing Report

(a) Following the conclusion of the hearing or any default judgements, the Hearing Officer shall issue a report ("Hearing Report"), in writing, and submit it to the Panel and all parties. A copy of the Record of the hearing shall accompany the Hearing Report provided to the Panel.

(b) The Hearing Report shall contain findings of fact, conclusions and a recommended disposition. If the Hearing Officer finds that revocation or suspension of the respondent's right to access, or engage in any activity, at a NYRA Racetrack is warranted, the Hearing Report shall state the length of time that the revocation or suspension shall be in effect.

§ 15 Filing of Exceptions

(a) Within seven (7) days after the issuance of the hearing report any party may submit exceptions thereto to the Panel ("the "Exception Period").

(b) The exceptions may include:

(1) the particular findings of fact, conclusions or recommendations with which the party disagrees and the reasons for such disagreement;



- (2) general comments on the suitability of the hearing report; and
 - (3) alternative proposed findings of fact, conclusions or disposition for consideration and adoption by the Panel.
- (c) A party shall send a copy of its exceptions to all other parties or their attorneys and the Hearing Officer.
- (d) The opportunity to submit exceptions may be waived by such party.
- (e) On notice to all parties, any party may request the Panel to extend the Exception Period. The Panel shall only address a request for an extension that has been made prior to the expiration of the Exception Period and after giving all other parties an opportunity to state their position on the request. The Exception Period may be extended by the Panel at the request of either party, for good cause shown. Extensions of time shall not be granted to allow a party to respond to exceptions already filed by another party.
- (f) All exceptions shall be submitted to the Panel with the Record of the hearing.

§ 16 Final Decision

- (a) After receipt of the Hearing Report, Record of the hearing and, if applicable, any exceptions filed during the Exception Period, the Panel shall review all such materials.
- (b) The Panel shall have discretion to adopt, modify or reject any or all of the Hearing Officer's report including, but not limited to, the appropriate disposition of the proceeding.
- (c) After completing its review of the matter, which review period shall not exceed ten (10) days after the close of the Exception Period, unless extended by the Panel upon notice to all parties, the Panel will issue a final decision that will include a statement setting forth the facts which form the basis thereof.
- (d) A copy of the final decision shall be served on the parties in the same manner as provided in § 3(c) above.
- (e) The Panel's final decision shall take effect immediately.
- (f) There shall be no administrative appeal within NYRA of the Panel's final decision.



RULES GOVERNING TRAINERS, BACKSTRETCH EMPLOYERS & EMPLOYEES

In order to maintain a safe, sanitary and orderly backstretch community, NYRA requires trainers, employers and employees to cooperate fully with NYRA's rules and policies. The signatory of the stall application is strictly responsible for the condition of barns and/or stalls assigned to them and will be held liable for violations of the following rules:

Maintaining Clean & Sanitary Conditions for Horses & Humans

- 1. Manure Containers.** Used straw or shavings must be placed inside the manure containers located outside each barn or in the manure storage area. Unsanitary conditions encourages the growth of the insect and rodent population. If manure containers/areas reach full capacity and have not yet been picked up, please email or call the Facilities Department at the following:
 - Belmont: MaintenanceBEL@nyrainc.com (516-775-2694)
 - Saratoga: MaintenanceSAR@nyrainc.com (518-693-7644)
 - Aqueduct: MaintenanceAQU@nyrainc.com (Same as Belmont)
- 2. Feed Boxes.** Bags of feed must be kept in the storage containers provided.
- 3. Shedrows and Tack Rooms/Offices.** These areas of the barn must be kept neat and clean at all times.
- 4. Garbage.** All garbage must be discarded in appropriate NYRA containers. When dumpsters reach full capacity, please notify facilities using the contact information listed above.
- 5. Washpads.** Without exception, all horses must be washed on the concrete washpads located on the perimeters of barns at all NYRA tracks.
- 6. Water Conservation & Disposal.** Water buckets must be emptied into a drain located on the washpads. Dumping water buckets into the road or the horse path is prohibited. Hoses must be equipped with nozzles and should never be left running and unattended. Only biodegradable soap may be used for washing.

Satisfaction of Violations/Hearing Requests

Violators of these rules will receive a ticket indicating the nature of the violation, the fine amount and information about where to remit payment to satisfy the violation. To contest the violation and/or fine amount, a Barn Area Violations Panel ("BAVP") hearing may be requested by contacting NYRA's Steward within 7 days of receipt of the ticket. After the 3rd violation, a BAVP hearing will automatically be scheduled. Fines will be cumulative, and the following penalty schedule will apply:

VIOLATION #	FINE AMOUNT
1 ST VIOLATION	\$ 200
2 ND VIOLATION	\$ 500
3 RD VIOLATION	\$ 1000

Additional violations may result in revocation of stalls or exclusion from NYRA racetracks after adjudication before the BAVP.



The New York Racing Association, Inc.

Agreement

Valid from January 1 – December 31, 2026

Conditions for Racing and Training at NYRA Racetracks

As a condition to, and in consideration for a Trainer being permitted to race, conduct an official timed workout (work), or train any horse at Aqueduct Racetrack, Belmont Park or Saratoga Race Course, the undersigned Trainer and Trainer's Attending Veterinarian hereby agree to be bound by the following:

1. Trainer will not enter a horse in any race UNLESS the horse has:

- Been examined by Trainer's attending veterinarian during the 3 days immediately up until 11 A.M. the day after entry to the race for the express purpose of evaluating the horse's fitness to race.
- Been found fit to race by the Attending Veterinarian. This evaluation shall include, at a minimum, watching the horse jog. The Attending Veterinarian and Trainer are obligated to inform a designated NYRA regulatory veterinarian of any changes in the horse's fitness after entry and before race day.
- Notwithstanding the foregoing, a Racing Secretary may permit a Trainer to enter a horse prior to receipt of the examination and written certification required in this agreement, if the Racing Secretary contacted the Trainer.

2. Trainer will not permit a horse to work UNLESS the horse has:

- Been examined by the Trainer's Attending Veterinarian during the 5 days immediately preceding the work for the express purpose of evaluating the horse's fitness to work.
- Been found fit to race by the Attending Veterinarian. This evaluation shall include, at a minimum, watching the horse jog. The Attending Veterinarian and Trainer are obligated to inform designated NYRA regulating veterinarian of any changes in the horse's fitness after exam and before work.

3. Under no circumstances shall an examination be conducted by a veterinarian who has NOT been identified as the Trainer's Attending Veterinarian in compliance with this agreement constitute a valid examination for purposes of determining a horse's fitness to race, work, or train.

4. If the trainer's attending veterinarian has changed, a new agreement must be submitted

5. As used herein, the term "Attending Veterinarian" shall include the undersigned veterinarian and any other veterinarian who is a member of his/her veterinary practice.

Trainer:

Attending Veterinarian:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____



The New York Racing Association

Horse Security and Surveillance Policies & Protocols

Effective Date: April 1, 2025

The New York Racing Association (NYRA) creates world-class experiences that advance the sport of horse racing with integrity, safety and innovation. NYRA strives to promote athlete safety and uphold the integrity of the racing product to ensure fair and safe contests for all participants.

In addition to NYRA-specific security and surveillance protocols, NYRA follows the Anti-Doping and Medication Control Program (ADMC) under regulation of the Horseracing Integrity and Safety Authority (HISA) and the Horseracing Integrity & Welfare Unit (HIWU).

Failure to comply with NYRA Horse Security and Surveillance protocol could result in disciplinary action by the NYRA Steward.

NYRA Horse Security and Surveillance comprises three programs: In-Today, Enhanced Horse Surveillance, and Dedicated Horse Watch.

In-Today Program

The NYRA In-Today Program covers the security and surveillance of all horses entered to race at a NYRA facility. Entered horses are identified with stall assignments and monitored by patrolling security officers.

Security officers will patrol the shedrows of barns with In-Today horses and report and investigate any suspicious activity. This includes the presence of Attending Veterinarians or other visitors during uncommon hours.

Trainers are responsible for placing an *In Today* plaque or stall webbing on the stall of each entered horse and ensuring horses report to Assembly Barn as directed by the NYRA Racing Office or NYRA Security. Designated times will be given to trainers for all races. Horses that arrive late to the Assembly Barn are subject to being scratched or fined by the NYRA Steward.

Trainers are responsible for all other pre-entry and post-entry requirements for racing as published by NYRA, HISA and HIWU, including but not limited to submitting an Attending Veterinarian Agreement and ensuring that pre-entry examinations are performed and submitted by their Attending Veterinarian.

Enhanced Horse Surveillance

NYRA reserves the right to designate races for Enhanced Horse Surveillance. Races under NYRA Enhanced Horse Surveillance are subject to additional security and surveillance beyond the security patrols outlined in the In-Today Program. Horses entered in Enhanced Horse Surveillance races will have an increased security guard presence and must follow stricter protocols regarding stabling, visitors and veterinary oversight. NYRA will notify horsemen if they are entering a race with Enhanced Horse Surveillance.

In addition to the protocols outlined in this policy, NYRA will distribute a schedule to horsemen entering a race with Enhanced Horse Surveillance with specific date and time information for the event. Horsemen shall acknowledge and sign Enhanced Horse Surveillance Information distributed for each race.

Horses must be on the grounds no later than 72 hours prior to scheduled post time. Trainers are responsible for placing specific stall identification signs for entered horses, provided by NYRA. Horses shall remain in the trainers' current barns and/or designated stalls.

Dedicated Security Officers will monitor each horse during the eight (8) hours preceding post-time. All staff and visitors must provide a valid NYSGC license; NYRA Identification Badges will also be required. Security will maintain a log with the date, time, name, and reason for each visitor, including but not limited to: trainers and staff, veterinarians, farriers, and owners or other connections.

Security Officers will report and investigate any suspicious activity. All equipment, feed, hay bales, supplies, topical applications, containers, boxes, bags, etc. are subject to search and seizure.

On race day, all horses must report to the Assembly Barn as directed by the NYRA Racing Office or NYRA Security. As with all NYRA races, horses that arrive late to the Assembly Barn are subject to being scratched or fined by the NYRA Steward.

Veterinary Requirements

Trainers must have a current Attending Veterinarian Agreement on file with the NYRA Racing Office at the time of entry. Trainers must submit a list of approved Veterinarians (members of the Attending Veterinarian's practice) that are authorized to enter the stalls of horses entered in an Enhanced Surveillance race.

For each horse, the Trainer's Attending Veterinarian shall perform a physical examination and attest that each horse is sound and fit to race at the time of entry. Attending Veterinarian Entry Exams must be completed and submitted via electronic medical records/HISA portal. Entries need to appear in the record as Mandatory Attending Vet Inspection or Vet Inspection with a note of entry exam.

Exams may be submitted up to 72 hours preceding entry until 11:00 am ET the day after entry. NYRA will provide until 5:00 pm ET the day after entry for a trainer to review the portal and confirm that the exam is properly recorded.

Attending Veterinarians on NYRA grounds between 8:00 pm ET and 4:00 am ET must be escorted by NYRA Security at all times.

Horses under Enhanced Horse Surveillance may be monitored by NYRA Veterinarians. NYRA Veterinarians reserve the right to conduct soundness exams on any Enhanced Horse Surveillance horse.

HISA and HIWU Requirements

Trainers shall consult with their Attending Veterinarian for questions regarding the Anti-Doping and Medication Control Program and related medication rules.

All syringes, containers, bottles, or supplies used for, or in conjunction with, medication administration, will be subject to retainment by NYRA for possible testing by HIWU, at HIWU's sole discretion.

Horses competing in all races are subject to out-of-competition testing under the direction of HIWU.

Use of electrical medical therapeutic devices including magnetic wave therapy, laser, electro-magnetic blankets, boots, electro-shock, or any other electrical devices that may produce an analgesic effect is prohibited within 48 hours of a training activity or of the start of the published post time for which a Horse is scheduled to race.

Dedicated Horse Watch

The NYRA Dedicated Horse Watch program deploys additional security for select Grade 1 races with a minimum purse of \$1,000,000 or other races designated by NYRA. Horses entered in Dedicated Horse Watch races will have dedicated security guards and must follow stricter protocols regarding stabling, visitors and veterinary oversight. NYRA will notify horsemen if they enter a Dedicated Horse Watch race.

In addition to the protocols outlined in this policy, NYRA will distribute a schedule to horsemen entering a Dedicated Horse Watch race with specific date and time information for the event. Horsemen shall acknowledge and sign Dedicated Horse Watch Information distributed for each race.

Horses must be on the NYRA grounds no later than 72 hours prior to scheduled post time. Horses shall remain in the trainers' current barns and/or designated stalls. NYRA will provide specific stall identification for entered horses that must be in place no later than 72 hours prior to post time.

Security Officers will monitor each horse during this time and maintain stall entry/exit logs. All staff and visitors must provide a valid NYSGC license; NYRA Identification Badges will also be required. Security will maintain a log with the date, time, name, and reason for each visitor. Trainers and their staff will require an initial log in and will be monitored. Additional visitors, including but not limited to veterinarians, farriers, owners or other connections, shall be logged at each visit.

Security Officers will report and investigate any suspicious activity. All equipment, feed, hay bales, supplies, topical applications, containers, boxes, bags, etc. are subject to search and seizure.

On race day, all horses must report to the Assembly Barn as directed by the NYRA Racing Office or NYRA Security. As with all NYRA races, horses that arrive late to the Assembly Barn are subject to being scratched or fined by the NYRA Steward.

Veterinary Requirements

Trainers must have a current Attending Veterinarian Agreement on file with the NYRA Racing Office at the time of entry. Trainers must submit a list of approved Veterinarians (members of the Attending Veterinarian's practice) that are authorized to enter the stall in the 72-hour period.

For each horse, the Trainer's Attending Veterinarian shall perform a physical examination and attest that each horse is sound and fit to race at the time of entry. Attending Veterinarian Entry Exams must be completed and submitted via electronic medical records/HISA portal. Entries need to appear in the record as Mandatory Attending Vet Inspection or Vet Inspection with a note of entry exam.

Exams may be submitted up to 72 hours preceding entry until 11:00 am ET the day after entry. NYRA will provide until 5:00 pm ET the day after entry for a trainer to review the portal and confirm that the exam is properly recorded.

Attending Veterinarians must make an appointment with NYRA Security prior to treating a Dedicated Horse Watch horse. NYRA Security must be present if any Dedicated Horse Watch horse is administered medication in the 72-hour period prior to post time.

Attending Veterinarians on NYRA grounds between 8:00 pm ET and 4:00 am ET must be escorted by NYRA Security at all times.

Dedicated Horse Watch horses may be monitored by NYRA Veterinarians at all times, including during training hours. NYRA Veterinarians reserve the right to conduct soundness exams on any Dedicated Horse Watch horse.

HISA and HIWU Requirements

Trainers shall consult with their Attending Veterinarian for questions regarding the Anti-Doping and Medication Control Program and related medication rules.

All syringes, containers, bottles, or supplies used for, or in conjunction with, medication administration, will be subject to retainment by NYRA for possible testing by HIWU, at HIWU's sole discretion.

Horses competing in all races are subject to out-of-competition testing under the direction of HIWU.

Use of electrical medical therapeutic devices including magnetic wave therapy, laser, electro-magnetic blankets, boots, electro-shock, or any other electrical devices that may produce an analgesic effect is prohibited within 48 hours of a training activity or of the start of the published post time for which a Horse is scheduled to race.

NYRA Condition Book Racing Rules

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Directory

New York Gaming Commission	(917) 599-9109
New York Thoroughbred Horsemen's Association	(718) 848-5045
New York Thoroughbred Breeders	(518) 587-0777
Main Switchboard	(718) 641-4700
Racing Office – Entries	Ext 4241
Racing Office Fax	(518) 583-3384
Horsemen's Relations	(718) 659-2205
Horsemen's Bookkeeper	(917) 599-9155
Stable Office	Ext. 4373
Horse ID	Ext. 4229
Clocker – Main Track	(929) 658-1551
Clocker - Training Track	(929) 658-1550
Steward – NY Gaming Commission	(917) 599-9109
Steward – Jockey Club	Ext. 4711
Steward – NYRA	Ext. 2308
Receiving Barn	(929) 769-0047
Credentials	(718) 659-2236
Veterinary Department Director	(718) 659-2230
Paddock Judge Morning	(718) 659-2208
Jockey Club Office	(718) 296-5146

Training Information

Belmont

TRAINING TRACK

5:30 AM to 10:30 AM (Harrowing breaks at 7:15 and 9:00)

There will be a 10-minute window reserved for horses recording an official timed workout after the first break.

PONY TRACK

5:30 AM to 10:30 AM

JOGGING BARNS

5:30 AM to 10:30 AM

GATE SCHOOLING – Wednesday through Sunday

Training Track – 7:45 AM to 10:00 AM

Licensing and ID Requirements

Only Racing Participants with a NYRA identification badge marked “stable access” shall be permitted in the stable area, unless a temporary pass is obtained from the Security Department. The NYRA identification badge shall be carried at all times without exception. NYRA reserves the right to penalize Racing Participants who fail to comply with this section and/or to seize expired badges, as well as to exclude a Racing Participant with an expired badge from the Racetrack property until a current badge is obtained. (A current New York State Gaming Commission license must be obtained before NYRA will issue an identification badge.)

Trainers employing unlicensed help will be subject to disciplinary fines. Employees with expired licenses will be held accountable and will be subject to fines, in addition to their employer.

NYRA Equine Safety Initiatives

Horses will be limited to four starts in a rolling eight-week period.

Horses 10 years of age or older are ineligible to be stabled, train, record an officially timed workout or race at NYRA tracks.

Maidens 6 years of age or older are ineligible to be stabled, train, record an officially timed workout or race at NYRA tracks.

Prohibited Practices

Refer to HISA Rule 2270, Prohibited Practices and Requirements for Safety and Health of Covered Horses, regarding prohibited practices, including but not limited to pin-firing, freeze-firing, shock wave therapy, neurectomy, devices, acupuncture, and various procedures, substance applications and injections.

Entries

No entry will be received except upon the condition that all disputes, claims, and objections arising out of racing or with respect to the interpretation of the conditions of any race shall be decided by the Stewards, and their decision upon all matters shall be final.

The NYRA SVP of Racing & Operations, Sr. Director of Racing, Racing Secretary and the NYRA Chief Examining Veterinarian each have the sole right to refuse the entry of any horse with which they have any nature of concern.

At the discretion of the Stewards, and without notice, the entries of any person, or acceptance of transfer of any entries, may be refused.

Partners, Stable Names, Authorized Agents and Racing Colors must be registered with the Jockey Club before entries are made. Any stable name that has not been completed by entry may not be used.

A horse whose managing owner is a partnership cannot be entered or run in the name, whether real or a stable name, of an individual partner unless that individual's interest or property in the racing qualities of that horse is equal to at least 25%.

Entries close at such time that the Racing Secretary deems that entries have been taken, unless otherwise specified in the condition book.

All First Time Starters must have papers or digital certificate on file and a gate card in order to be eligible to start. Additionally, registration papers will not be released from Horse ID without trainer approval.

The Jockey Club registry issues digital foal certificates for foals of 2018 and later. Digital certificates are stored on the Registry's website at registry.jockeyclub.com. Assign digital certificated to Aqueduct as the certificate manager. For 7 year olds and up, continue to deliver paper certificates to Horse ID. If you have questions see the digital certificate FAQ's at registry.jockeyclub.com or contact the registry office by email at inquiries@jockeyclub.com

All trainers are required to follow NYRA's procedures for obtaining pre-race vet exams from private veterinarians per the current 2026 Training and Racing Agreement. Failure to turn in vet exams by the appropriate time may result in sanctions from the Stewards. The 2026 Agreement and the Vet Form can be obtained in the Racing Office or on the NYRA website under the Horsemen's page.

Owner & Trainer Responsibilities and Change in Ownership

No person shall enter or attempt to enter a horse for a race unless such entry is a bona fide entry made with the intention that such horse is to compete in the race for which the entry is made.

Owners and trainers must be careful to claim allowances at time of entry and are solely responsible if a horse starts with the incorrect weight and is therefore disqualified.

In all overnight races no trainer or owner may enter more than two horses per race per designated surface, excluding stakes. Two additional entries may be made for an alternate surface. If a race is to be divided a trainer may enter two horses per surface per division. If a race is divided, horses with 25% or more common ownership are separated first, then horses trained by the same trainer, with the balance of the horses split randomly into the divisions of the race.

Refer to NYSGC 4026.7, Assignments Restricted, regarding restrictions on transferring or assignment of ownership interest.

Per NYSGC 4038.4 If a horse is claimed it shall not be sold or transferred to anyone wholly or in part (including trainer transfers), except in a claiming race, for a period of 30 days from the date of the claim.

A notarized bill of sale with notarization for both buyer and seller will be required by the NYRA Clerk of the Course signed by in any change of ownership. No agent signatures permitted. No change of ownership is permitted after the close of entries. Bills of sale must be on file prior to entry. Failure to comply will necessitate a scratch from the board of stewards.

A foreign bred horse must have the horse's country code on a notarized bill of sale for it to be recognized as a valid change of ownership.

Optional Claiming Races

In Allowance Optional claiming races allowance horses will be preferred. In all Starter Optional Claiming and Maiden Auction Optional Claiming races all horses will have equal preference regardless of the condition they are entered for.

In all Optional Claiming races, once the overnight is out, there can be no change in regard to the condition the horse was entered for (allowance conditions or claiming price).

Re-Entering and Related Horses

No horse is allowed to re-enter at a NYRA track while considered an In-Today horse at NYRA unless permission is granted by the Racing Secretary and the Board of Stewards. If approval is granted, a re-entered horse must scratch out of their original race and run in the second race.

Failure to obtain permission to enter and entering outside of New York while considered an in-today horse will result in a fine and placement on the NYRA Steward's list for period of 10 days and may also result in a loss of stall space.

Stakes races are excluded from this rule however permission must still be granted for re-entry.

Upon approval of the Racing Secretary and the Board of Stewards, a horse may enter from an overnight race to a stake without being and automatic scratch. However, the horse will be an automatic scratch if moving from a stake to a carded overnight race.

Pursuant to NYSGC 4025.10 Limitations on Entries, the following are in effect:

- 1) In all overnight races no same owner entry will be allowed to draw into the body of a race to the exclusion of a separate owner entrant. In the event that an owner has two horses entered in a race that would be considered related horses, the horse with the better preference date will be automatically preferred. If both horses have equal dates, the owner reserves the right to prefer one horse over another.
- 2) Trainers may not start a second starter in an overnight race to the exclusion of another trainer unless the other trainer has common ownership or the conditions of the race prefer one horse to another. Trainers will be given the option to declare their preferred starter.

- 3) Stakes races are excluded from the above. Condition eligibility (Graded Stakes winners, Graded Stakes placed, non-restricted stakes winners, then allowance condition) will establish preference in that order first and gross lifetime earnings will break any ties, unless specified in the conditions of the race. Allowance condition in stakes races shall not penalize horses which have only won restricted races, meaning a horse which is considered a state-bred/restricted 1x or 2x will receive the same preference as a horse that is an open (non-restricted) 1x or 2x.

Horses on the also-eligible list are not In-Today horses. Such horses may enter for the succeeding day and receive any preference to which they may be entitled, however if such horse gets in a succeeding race it will be scratched automatically from the race from which said horse was an also-eligible unless the second race the horse enters in is a Stake.

Any horse considered related per NYSGC 4025.10 to another horse in a race that scratches will be placed on a racing secretary list for a period of 15 days.

Silks

The managing partner must notify the NYRA Clerk of Course by time of entry as to which silks will be worn for a specific race for the first initial start at a NYRA track or if a change in silks is to be made.

Kelly Gecewicz, Clerk of the Course
(718) 659-2234
kgecewicz@nyrainc.com

All silks must be registerable with the Jockey Club for usage at a NYRA track pursuant to NYSGC 4041.1. A horse wearing substitute silks may be subject to a fine for silks registration non-compliance. Please contact The Jockey Club regarding registration of silks.

(718) 296-5146
jcsilks@jockeyclub.com

The managing partner must notify the NYRA Clerk of the Course, Kelly Gecewicz, by time of entry, as to which silks will be worn for a specific race, for the first initial start at a NYRA track or if a change in silks is to be made. If requested silks are not in the Jockeys' Room, substitute silks will be used.

Jockey Engagements

Refer to NYSGC 4025.33, Programming of Jockeys, regarding deadlines for naming a jockey, restrictions on jockeys named to multiple horses, jockey responsibilities, and claiming apprentice allowances.

Refer to NYSGC 4028.2, Change of Jockey, regarding the process for any jockey change.

Aqueduct Field Size by Distance

Main Track	3 and Up	2-Year-Olds
5 Furlongs	10	8
5.5 Furlongs	12	10
6 Furlongs	14	12
6.5 Furlongs	14	12
7 Furlongs	14	12
1 Mile	14	12
9 Furlongs	12	10
9.5 Furlongs	14	--
10 Furlongs	14	--

Outer Turf	No Rail	Rail at 12'	Rail at 24'	Rail at 36'
6 Furlongs	12	12	10	10
8 Furlongs	10	N/A	N/A	N/A
8.5 Furlongs	12	12	10	10
9 Furlongs	12	12	10	10
9.5 Furlongs	12	12	10	10
12 Furlongs	12	N/A	N/A	N/A

Inner Turf	No Rail	Rail at 9'	Rail at 18'	Rail at 27'
8 Furlongs	12	10	10	10
8.5 Furlongs	12	12	12	10
9 Furlongs	12	12	12	10
11 Furlongs	12	12	10	10
12 Furlongs	12	12	10	10

Field size in stakes races may exceed the restrictions in overnight races with approval of the Jockeys Guild and stewards.

In the event a race is moved to the main track at to a distance where there is a field size restriction and the race overfills with horses choosing to run, preference date will be the first consideration, horses of equal preference will be determined by blind draw. In races taken off the turf, the field size may expand to accommodate the maximum number of runners allowed on the main track for the off-the-turf distance.

Off The Turf Race Distances (Aqueduct Racetrack)

- 6 furlong turf races will be run at 6 furlongs on the main track
- 1 mile turf races will be run at 1 mile on the main track
- 1 1/16 mile turf races will be run at 1 mile on the main track
- 1 1/8 mile turf races will be run at 1 1/8 miles on the main track
- 1 3/16 mile turf races will be run at 1 3/16 miles on the main track
- 1 3/8 mile turf races will be run at 1 1/4 miles on the main track
- 1 1/2 mile turf races will be run at 1 1/4 miles on the main track

Eligibility and Preference Dates

Eligibility

"Closed races" are considered as those restricted to "Which Have Never Won \$20,000 Four Times Other Than Maiden, Claiming, Starter or State Bred" or less (Three Times, Two Times, One Time). For purposes of determining eligibility in closed races, a win in any Group/Graded race in any Part I or II country, regardless of purse value, shall be considered a win at or above the qualifying amount of \$20,000.

Starter Stakes or Starter Handicaps shall be considered starter races for eligibility purposes. Restricted (state-bred or sired) allowance races shall count as state-bred allowances for eligibility purposes, unless the restriction is larger than a state or province. (A race such as the Queen's Plate would count as an open allowance win).

Stalls will not be allotted nor entries accepted on any horses which have broken their maidens and have started for less than \$6,250, unless they thereafter finished (1st through 4th) for \$6,250 or more. Finishing (1st through 4th), in a starter allowance for horses which have started for less than \$6,250 will make horses eligible to run at the meet.

Maidens which have started in a maiden race of \$11,000 or less will not be eligible, unless after such start, that horse finishes 2nd, 3rd or 4th in a race greater than \$11,000.

For eligibility purposes, all 2-year-old and 3-year-old State-Bred/Provincial stakes races (including New York Stallion Stakes or comparable stallion/sired stakes races) will not count against eligibility in open allowance races.

Records in National Steeplechase Association races are kept separate from races on the flat, meaning a horse who has never won a race on the flat would be considered a maiden even if the horse has won a hurdle race.

Preference System

The preference (date) periods will regenerate at different times throughout the year.

- All dirt dates will regenerate January 1st, 2026.
- Open dirt dates will regenerate again on June 25th, 2026.
- NY Bred turf dates will regenerate on March 28th, 2026
- Open turf dates will regenerate on March 28th, 2026 and then again on June 25th, 2026.

All horses under the care of a trainer that has been allotted and is occupying stalls at NYRA or is training at NYRA facilities with an approved stall application at the beginning of a preference date period will receive the initial preference date. Horses under the care of a trainer who is allotted or approved stalls after a race meet has started will receive a preference date based on when the stall application has been approved and stalls occupied.

All shippers may receive the beginning preference date if their foal papers or digital certificate are turned into the racing office on or before the first day of entries impacted by such preference date reset. After the first day of entries, shippers will receive a preference date based off the entry date when the papers or digital certificate are turned in.

A horse with an assigned NYRA date that runs out of town regardless of surface or condition will receive a run date for that date in all categories.

Separate dates will be maintained for

- Open dirt
- Open turf
- New York Bred dirt
- New York Bred turf

A scratch date will be used for all categories except in the event of races being taken off the turf which will follow the policy outlined below:

Winners will be preferred in all non-maiden races. In conditioned claiming races, horses eligible for a non-winners of category would be least preferred if entering above that available condition. (a NW2 would be least preferred in a NW3 race, for example). Winners entered above their available allowance condition will be preferred over horses entered for a claiming price but will be least preferred if jumping an allowance condition and the race overfills with horses that are condition eligible. Allowance condition eligibility shall not penalize horses which have only won restricted races, meaning a horse which is considered a state-bred/restricted 1x or 2x will receive the same preference as a horse that is an open (non-restricted) 1x or 2x.

Order of Preference. Earliest date prevails. If the race in question overfills with horses of equal date preference, the order of preference for equal dates shall be entry, run, scratch.

A horse that has been drawn on the also-eligible list may retain its date only if there is not an opportunity to draw into the race the day before.

A horse that runs in a NYRA Stake will retain its date. Running in a NYRA stake will guarantee

that the horse at worst will have an E date for the day of the stake throughout the remainder of the date period.

Date preference does not supersede the rules specified in the conditions of a race.

All horses in the body of a race that is cancelled will receive a special preference for the category the horse was entered in.

Turf to Dirt Date Preferences

1. Horses in the body of the race who elect to run on the dirt will receive a star date. That star date is available to be used the next time that horse enters any turf race. A star date supersedes any other date but does not supersede the conditions of a race, a horse who has received a special star date for a cancellation, or the same owner entry rule. Star dates are not allowed to be carried over into the new preference date period.
2. Horses in the body of the race who scratch off the turf will retain the dates they previously held on the turf. Those horses will receive a scratch date in all dirt categories. Horses who are scratched by the veterinarians and subsequently placed on a vet's list or by the reason of the Stewards will be given a scratch date in all categories.
3. An also-eligible who elects to run on the dirt will receive a star date. That star date is available to be used the next time that horse enters any turf race. A star date supersedes any other date but does not supersede the conditions of a race, a horse who has received a special star date for a cancellation or the same owner entry rule. Star dates are not allowed to be carried over from one preference date period to another.
4. An also-eligible who scratches because a race is off the turf race will retain the date they held prior. Also-eligibles who are scratched by the veterinarians or by the reason of stewards will be given a scratch date in all categories.
5. A Main Track Only who draws into a field and runs will receive a run date for the day of the race.

Altering Sex of Horse

Any alteration to the sex of a horse from the sex recorded on the certificate of foal registration shall be reported to the Racing Secretary's office and the NYRA Horse ID department, if the horse is entered to race at any NYRA race meet.

If a racehorse is gelded or castrated on the premises of any NYRA racetrack, or under the jurisdiction of the State of New York, the trainer shall report the alteration within 72 hours.

If a racehorse is gelded or castrated off the premises of a licensed racing association, or other

facility under the jurisdiction of the State of New York and the horse has previously entered to race at any NYRA race meeting, the owner and/or trainer shall report the alteration before the horse is next entered to race.

A report of gelding or castration will include the name of the veterinarian performing the alteration and the date of the alteration and shall be recorded on the foal certificate and the official horse identification record of the horse.

A trainer who enters a horse, or who causes a horse to be entered on his behalf, is responsible for ensuring that the true sex of the horse entered is correctly stated on the foal certificate on file with the NYRA Horse ID department. Failure to comply with this will lead to a minimum fine of \$250. This fine is at the discretion of the stewards.

If the true sex of a horse is not correctly stated in the official program for the race in which the horse is entered, the trainer of the horse shall be subject to a minimum fine of \$250. This fine is at the discretion of the Stewards if mitigating circumstances can be demonstrated by the trainer.

Report of Altering of Sex of Horse forms are available in the Racing Office and with the Clerk of the Course. They are also available online on the NYRA website in the horsemen's section.

Claiming Races

Refer to the NYSGC rules in Part 4038, Claiming Races, regarding restrictions and requirements for claiming.

There will be a 1.5% Aftercare Assessment on all claims. The 1.5% must be on account at time of claim or the claim will be considered void. These funds will go to accredited Thoroughbred Aftercare Facilities.

Trainers making a claim must be stabled with horses on NYRA grounds with an approved stall application or have an approved stall application enabling trainers to train on NYRA grounds for the current race meet on file. This does not apply for owners making a claim under NYGSC rule 4038.1 (d).

As a courtesy to horsemen involved in multiple claims for a specific horse, the Racing Office will wait at least 3 minutes post race or until all participants have arrived before commencing with the shake. It is the horsemen's responsibility to have a representative at the shake in a timely manner. Non-representation is not grounds for voiding a claim and may be subject to penalty.

All partners involved in the claim of a horse must be written on the claim slip with their corresponding percentage of ownership at the time of the claim; partners cannot be added or changed in any other manner until the 30-day period has elapsed.

Any attempt to claim a foreign-bred horse must include the correct country code for that horse on the horse name line and the reference horse line. Failure to do so will result in the claim being voided.

Trainers are responsible for the transfer of records for claimed horses per HISA Rule 2261, Transfer of Claimed Covered Horse Records.

Void Claim

Refer to HISA Rule 2262, Void Claim regarding: post-race veterinary observation, death or euthanasia of a claimed horse, claimed horses placed on the Veterinarians' List, electing out of a void claim, and positive post-race test results.

Waiver Claiming Option

Refer to HISA Rule 2263, Waiver Claiming Option regarding eligibility requirements for declaring a horse ineligible to be claimed, including waivers in two consecutive races.

Scratches

Scratch time will be 10:00 am on the day of the race or as set by the NYRA Steward in the event of special post times which are prior to 12:00pm. Scratches must be called into the Stewards' office at extension 2308. All scratches must be approved by the Steward on scratch duty that day. Scratches made after scratch time in overnight races may result in sanctions from the Stewards. No scratches will be disseminated prior to scratch time.

In all overnight races the field may scratch down to ten (10) betting interests by scratch time with no penalty. In the event that there are multiple scratches in a race, vet scratches will be taken out first, non-vet scratch horses will be given second preference to be released from running. If there are multiple non-vet scratches a draw will be held to determine who is scratched from the race. All scratched horses except off the turf scratches will receive a scratch date in all categories. Scratches that bring an overnight race below ten betting interests will result in the scratched horse being placed on a stewards list for 10 days.

Main track only entries can be held in a race past the designated scratch time at the Steward's discretion. No other also-eligibles will be held past scratch time. The Stewards reserve the right to withdraw or scratch any horse which, in their opinion, does not qualify for the race in which it is entered.

Veterinary

Vaccines and Health Certificates

All horses entering a NYRA facility must meet the requirements outlined in HISA Rule 2143, Racehorse Monitoring, including but not limited to:

- Certificate of veterinary inspection within the prior 5 days, or fewer days if high risk situations dictate;
- EEE/WEE, WNV, rabies, and tetanus vaccinations within the last 365 days;
- Influenza and Rhinopneumonitis vaccinations within the prior 180 days, or fewer days if high risk situations dictate; and
- Negative equine infectious anemia (Coggins) test within the last 365 days or in a shorter period of time if high risk situations dictate.

All horses on NYRA grounds are required to have a current Coggins (with tattoo or microchip). Please check the dates to prevent scratches for an expired Coggins. Trainers are responsible for Coggins submissions.\

Pre-Race NYRA Veterinarian Exams

All starters will be subject to a pre-race morning examination by NYRA Veterinarians. Refer to HISA Rule 2141, Veterinary Inspections, and HISA Rule 2142, Assessment of Racing Soundness, for process and requirements.

Veterinarians' List

Refer to HISA Rule 2240, Veterinarians' List, for general information regarding reasons and minimum time requirements for horses placed on the Veterinarians' List. Horses placed on the Veterinarians' List for any condition other than illness are not permitted to perform a high-speed work for seven (7) days.

Unsoundness

Horses scratched for unsoundness prior to the start of a race or with observed unsoundness post-race shall be placed on the Veterinarians' List for a minimum of 14 days, or longer if the horse has been placed on the list for Unsoundness previously within the last 365 days per HISA Rule 2241, Duration of Stay on the Veterinarians' List. The horse will not be eligible to work off the Veterinarians' List until the day after the required time on the Veterinarians' List has been met.

Horses vanned off the racetrack after unsaddling or from the test barn may be designated as unsound, physically distressed, or medically compromised and will need to satisfy the same requirements for removal from the Veterinarians' List as horses designated as unsound.

Illness or Injury

Horses placed on the Veterinarians' List as sick or injured shall stay on the Veterinarians' List for seven (7) days. The horse can be entered to race while on the Veterinarians' List provided sound health has been satisfactorily demonstrated to the NYRA Veterinarian and the race in which it is entered is on the 8th day or thereafter. Such horses are least preferred in overfilled races.

Horses placed on the Veterinarians' List as sick are ineligible for work for 72 hours from the date of the race the horse is scratched from.

Trauma

Horses scratched at the gate for trauma or suspected trauma shall be permitted to enter future races at the discretion of the NYRA Veterinarian who shall evaluate the horse's soundness on a case-by-case basis.

Requirements for Removal from the Veterinarians' List

Refer to HISA Rule 2241, Duration of Stay on the Veterinarians' List for a complete list of required minimum time for each Veterinarians' List reason, including increased time for repeat appearances.

All horses that are pre-race veterinary scratches, including for illness, must have a declaration from a trainer's Attending Veterinarian entered into the HISA record under record type "Mandatory Attending Vet Inspection" to be removed from the HISA Veterinarians' List and be eligible to run.

After a horse is removed from the Veterinarians' List, if 60 days or more pass without running, the horse will be placed back on the List and must meet all requirements for removal again. This applies to all horses on the Veterinarians' List whether for unsoundness, unraced until four years of age, or horses with a layoff of 365 days or longer.

Working Off the Veterinarians' List

All works for removal from the Veterinarians' List shall be by appointment only with submission of a request to work off the Veterinarians' List form no fewer than 72 hours prior to preferred date to work.

Workouts at NYRA tracks are reserved for horses stabled on NYRA property. Additionally, workouts at NYRA tracks may be permitted for horses working to be removed from a NYRA initiated list with the approval of the Racing and/or Veterinary Department.

Horses must meet same workout requirements as entry in order to be eligible to work off the Veterinarians' List.

Horses working to be removed from the Veterinarians' List must work at least:

- 1) Four Furlongs in an official time of :52 or better; or,
- 2) Five Furlongs in an official time of 1:03 or better.

The horse must demonstrate racing soundness to the NYRA Veterinarian before, during and after the work.

A post-work blood sample shall be collected by the NYRA Veterinarian and will be subject to race-day requirements per HISA Rule 2242, Removal of Covered Horses from the Veterinarians' List. Horses found to test positive will remain on the List.

Recency Lists

More than 180 Days: Horses which have not started in more than 180 days or less than 365 days must be presented and approved to race by the NYRA Veterinarian prior to racing. Refer to HISA Rule 2142, Assessment of Racing Soundness, regarding layoff report requirements for horses that have not raced in 150 days or more.

Refer to HISA Rule 2240, Veterinarians' List regarding horses that have been off for more than 365 days and horses that make their first career start after January 1st of their 4-year-old year.

Attending Veterinarian Scratches

Attending Veterinarians who scratch a horse for vet reasons must complete the Veterinarian Scratch Form provided by NYRA in its completion and fax or email to the NYRA Steward's office. The form can be downloaded on the NYRA website in the Horsemen's section.

Attending Veterinarian Scratch Line is 516-325-2386.

Fax (516) 325-2379 or veterinaryscratches@nyrainc.com

Medication and Testing

Under HISA's Anti-Doping and Medication Control Program, Out-of-Competition Testing will be administered by the Horseracing Integrity & Welfare Unit (HIWU). Full details of HIWU's Out-of-Competition Testing, including samples, substances and methods, is available at HIWU.org.

TCO2 Testing

Refer to HISA Rule 4221 regarding prohibition of Alkalinization or Use/Administration of an Alkalinizing Agent. Refer to HISA Rule 5400 and HISA Rule 5430 regarding pre-race and post-work TCO2 testing.

Joint Injections

Refer to HISA Rule 4222, Intra-Articular Injections, regarding stand-down times for races and

works.

Shock Wave Therapy

All Shock Wave Treatments taking place on NYRA property must be performed between the hours of 11:00 am and 4:00 pm. NYRA security personnel must be present at the time of the treatment. Appointments must be set up 48 hours in advance with NYRA Steward Victor Escobar.

Refer to HISA Rule 2272, Shock Wave Therapy, for additional information regarding restrictions, stand-down times, and violations.

Administration of Lasix (Furosemide)

All 2-year-old races and stakes races will be run Lasix-free.

No Lasix permitted within 48 hours of a stakes race.

For those horses which have never run on Lasix shipping in from out-of-state, the certification form must be filed with the Lasix Coordinator located in the Racing Office prior to day of entry.

A horse which is eligible for the administration of furosemide may be removed from the list, upon authorization from the Stewards. Certification must be filed with the Lasix Coordinator prior to day of entry.

Lasix certificates and Off Lasix certificates must be submitted PRIOR to day of entry. Incompletely or inaccurately filled out slips will be rejected.

Kelly Gecewicz, Clerk of the Course
(718) 659-2234
kgecewicz@nyrainc.com

NYRA veterinarians will administer Lasix (furosemide). Per NYSGC 4043.2(b)(6), Administration of Furosemide, Lasix administration is restricted to a single intravenous injection of 3-10 ccs of Lasix 4-4 ½ hours before post. If at the time of administration, the trainer or a representative does not communicate the desired dose of Lasix when asked by the NYRA veterinarian then a default dose of 5cc's (250mg) will be administered.

Any horse which is eligible for the administration of furosemide must be present on the grounds of the racing association no fewer than four hours prior to scheduled post time of the race in which the horse is scheduled to compete. Trainers are strongly urged to make all the necessary arrangements when shipping in to run. A horse which is not present at least four hours prior to post time or which has not received the administration of furosemide pursuant to this rule shall be ineligible to start. A member of the trainer's staff must be present for a horse to receive Lasix on race day.

Stabling

A stall application is required for every person seeking to be stabled at NYRA facilities.

The New York Racing Association reserves the right to refuse stabling space, to reduce the number of stalls assigned and/or change the location of stalls assigned, or to refuse the acceptance of an entry in any race for any reason or cause, and without notice to the trainer.

New York Racing Association

Trainers agree to abide by all rules and regulations of the New York Racing Association, the New York Gaming Commission, and the Horseracing Integrity and Safety Authority at all times.

Stable locations and dormitory space are assigned to trainers. All damage and debris, due to employee actions or neglect, will be invoiced back to the trainer

Trainers agree to vacate stalls and move all horses, equipment and personnel, upon request, from NYRA property within a reasonable time.

The New York Racing Association reserves the exclusive right and sole discretion to enter, modify, alter or change the physical condition or use of any of its facilities, wherever located on its premises. Permission granted to any owner, trainer or jockey or his agents, servants or employees to use NYRA's facilities does not constitute a lease of such facilities. NYRA maintains the sole interest in and exclusive control of its premises and said facilities.

Kristen Mason- Barn Area Supervisor
(929) 767-2912

Surveillance

By entering any horse(s), owner, trainer, their respective agents, employees and affiliates ("Entrant") acknowledge and agree that NYRA has the right to inspect and maintain surveillance on all horses located at NYRA facilities, including, without limitation, horse's stall, barn and all grounds in general proximity to the physical location of the horse as NYRA selects and deems appropriate in its sole discretion.

Shipping In

Trainers are advised that all horses shipped to any NYRA track must have permission from the Racing Secretary's office before they will be admitted on the grounds.

Before shipping to a NYRA facility please contact the Stable Superintendent for stabling information.

All horses shipping to a NYRA facility must have a current health certificate (within 5 days) and a negative Coggins test dated within 12 months of entry. Horses will not be permitted entry without such proof. An accurate microchip or tattoo number must be on Coggins to be allowed to run. Please check the dates to prevent scratches for an expired Coggins. Trainers are responsible for Coggins submission. Refer to HISA Rule 2143, Racehorse Monitoring, regarding current requirements for health certificates, vaccinations and Coggins tests.

Race Day Ship In

In addition to the above requirements, horses shipping in to race must be on the grounds no later than 9:00 AM; earlier arrival may be required depending on post-time and/or Lasix administration. Horses may not arrive without steward's permission prior to 6:00 AM on race day to Aqueduct.

Horses shipping in from a farm to race must meet all race day requirements. Foal certificates must be on file with Horse Identification no later than the arrival date of said horse.

Equipment

All articles of equipment in which a horse races with must be in their proper position when the

horse leaves the paddock for the post.

Per NYSCG Rule 4033.8, only equipment specifically approved by the stewards shall be worn or carried by a jockey or a horse in a race. No equipment change (including shoes) will be allowed once the overnight is published.

Rider Safety Equipment

Properly secured helmets and vests must be worn while on horseback. Refer to HISA Rule 2293, Equipment, for acceptable helmet and vest specifications.

Blinker Changes

Blinker changes should be reported at time of entry and will be published on the overnight and in the official program.

Horseshoes

Refer to HISA Rule 2276, Horseshoes, regarding current restrictions on traction devices, rim height, and forelimb/hindlimb shoes.

A violation of the shoe policy will result in a fine and possible suspension. Horses that report to the paddock not in compliance with shoe regulations will be scratched.

Any shoe change involving bar shoes and aluminum pads must be reported at time of entry. These changes will be published on the overnight and in the official program.

NYRA Workout Criteria

Entries will not be accepted for any horse requiring a workout.

All horses are to be registered as covered horses with HISA prior to their first timed workout.

All horses entering the track must be identified by name (unnamed by dam), distance to be worked and name of trainer. Failure to report this information to the gap attendant may result in a fine. It is solely the trainer's responsibility to ensure that their horse's workouts are confirmed with the clockers.

All first-time starters: at least 3 works in the last 45 days; one of which must be at least ½ mile. This rule also applies to two-year-olds. All horses must be gate approved prior to entry and trainers are asked to prove gate approval if coming from outside tracks or training centers.

Horses which have not started in 90 days will be required to have 3 works in the 90 days of preceding their start date. At least 2 of those works must be in the 60 days preceding their start date; one of the works must be at least a half mile. There must be at least one 3-furlong work or greater in the 30 days preceding of their start date.

Horses which have not started in 60 days will be required to have 2 works in the 60 days preceding their start date. One of the works must be at least a half mile. There must be at least one 3-furlong work or greater in 30 days preceding of their start date.

Horses which have not started in 30 days will require 1 work of 3 furlongs or greater in the 30 days preceding their start date.

Poor Performance List: Horses beaten 25 or more lengths or beaten 12 lengths or more in 5

consecutive starts, at stewards' discretion shall be placed on the poor performance list and must meet the requirements as follows. A published work a half mile in 53 seconds or less or 5 furlongs in 1:05 or less to be taken off the list and be eligible to enter.

Imported horses: The workout requirements will be waived for horses entering in a race within 14 days of clearing the USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts on a regular basis. After the 14 days have elapsed, imported horses must meet the NYRA workout requirements listed above.

Trainers are responsible for ensuring that workouts get recorded. No horses are allowed to enter pending a recorded workout. Please confirm a workout has been published prior to entering.

NYRA recognizes workouts at any accredited training center or racetrack. NYRA does not recognize workouts that are not published by Equibase or from unrecognized training centers like Westampton Farms Training Center. Workouts at these facilities are not recognized in order to establish eligibility to run at NYRA tracks.

Refer to the NYRA House Rules for all safety rules and protocols during morning training hours.

Belmont Clockers
Main track: (929) 659-0193
Training track: (929) 659- 0225

Training Rules and Protocols

Communication With NYRA

NYRA employs a text system to provide updates and notifications to trainers. Trainers can request to be added to the system by texting NYRARACING to 80925. Notifications include but are not limited to: hours of operation for training, schooling hours, break times, changes and updates during inclement weather.

Training Rules

Racing Participants engaged in training activities must always adhere to the direction of Outriders, NYRA personnel, and Stewards

All Racing Participants engaged in training activities shall follow the posted rules for each track, including but not limited to: jogging, gates and ponying.

Safety Protocols

When the siren and warning lights are on, the track is closed for training and all horses and riders during a breeze, gallop or workout should ease their horse to the best of their ability while exiting the track as safely as possible.

Outriders will notify track veterinarians, first responders, and security and safety personnel of any incident during training. The NYRA Safety Steward will document the incident.

When there is a human or equine ambulance on the track, no rider or horse should proceed past or around the location of the incident.

Cell phone use is prohibited while mounted on horseback.

Exercise riders and trainers will be subject to a BAVP hearing for violations of training or safety rules by order of the Stewards.

Track Rules

All horses working or breezing must do so on the inside portion of the track.

All horses galloping must do so in the middle portion of the track; always aware of horses to the inside.

All horses jogging must stay to the outside portion of the track; always aware of horses to the inside.

All backtracking going to the gaps must stay to the outside portion of the track.

Gate Schooling

If a horse is gate schooling to be removed from the Starter's List, the horse's trainer or trainer's representative must be present.

Trainers or their representatives are encouraged to accompany their horses for gate schooling at all times.

Trainers or representatives do not need to be present for horses standing in the gate only. Horses must have a mounted rider to be allowed to stand in the gate.

Clockers' Stand

Nobody is permitted in the Clockers' Stand except for official timekeepers and other racing officials or authorized NYRA employees.

Horsemen's Services

The NYRA Horsemen's Relations office is here to assist owners and trainers with their race day needs. Every effort will be made to accommodate horsemen with horses in that race day. If there is availability, non-race day participants will also be accommodated. Please visit the NYRA website for further details at nyra.com.

Davis Klein, Interim Horseperson Liaison
(646) 772-5983
dklein@nyrainc.com

Horsemen's Bookkeeper and Financial Policies

The Horsemen's Bookkeeper's office will be open on racing days from 9:30 am until the running of the last race.

Owners and trainers are required to file their complete address information, U.S. Tax reporting numbers, jockey fees, jockey insurance fees and all stakes engagement fees prior to post time of their race.

The following documents are required for operating your racing account: Signature Card (signed and notarized), Tax Forms (W9 for US Citizens, W8ECI for foreign accounts) and a copy of valid driver's license (US Citizens) or a copy of passport (foreign accounts). Appropriate forms are available from the Horsemen's Bookkeeper.

Purse monies will be available two days after the date of the race. In order to obtain funds, the above documentation must be on file.

Unless otherwise noted in the Condition of the Race, Overnight Purses shall be divided as follows:

- First Place: 55%
- Second Place: 20%
- Third Place: 12%
- Fourth Place: 6%
- Fifth Place: 4%
- Sixth Place: 3%

Once your account is set up and in good standing, we encourage you to sign up for the IFS online where you can request web checks and electronic ACH withdrawals from your account in an easy and safe manner. Check requests and one-time ACH withdrawals can still be made by fax with a signed request sent to FAX: 718-744-9796. ACH transfers take two to three days (business days) and are available for funds of \$25,000 or greater. Please contact the office for proper request form. (Contact information is provided below in this section.)

Check requests must be signed by the managing partner, a signer on the signature card for the account or someone with a Power of Attorney on file in the Horsemen's Bookkeeper's office. Due to New York State privacy laws only these parties will be able to withdraw funds or have access to information regarding the account.

Claiming

In order to sign a claim slip you must be an authorized agent to claim with the Jockey Club. Authorized agents must also be licensed as such by the NYSGC. In order to deposit cash into an account you must be managing partner, authorized agent or have Power of Attorney over the account. All horsemen should check that the appropriate funds are on account before dropping a claim slip. Cash deposits made into owner accounts by authorized agents are for claiming purposes only and are limited to \$10,000.

Owners and trainers, please be advised that horsemen who do not have the required paperwork (signature card, tax forms, photo ID) on file with the Horsemen's Bookkeeper will not be able to use or withdraw any purse money until said paperwork is on file.

New York Jockey Insurance Compensation Fund Premiums

The base premium for the New York Jockey Insurance Compensation Fund is due at time of entry for both owner and trainer. Nomination, entry, starting fees and jocks mount fees should be on account prior to post time of your race.

For information contact:

Denise Spampinato, Horsemen's Bookkeeper
(917) 599-9155
dspampinato@nyrainc.com

Stephany Gutierrez, Assistant
(917) 599-9155
sgutierrez@nyrainc.com

Wire Information

See the Horsemen's Bookkeeper's Office for wire information.

Please note that international funds can take from 3-5 business days before they are credited to your account. Include owner's account name and account number.

Please notify the Horsemen's Bookkeeper by phone prior to sending funds via wire to ensure proper credit to your account. Funds required for a given day should be wired at least one day in advance. Wires are not accepted on weekends or holidays.

Check Cashing Policy

Any person who is responsible for a check that is returned for "insufficient funds" will receive a warning in the 1st instance and be responsible for paying said funds and administrative fees before check cashing privileges are reinstated. If a second offense occurs, check cashing privileges shall be revoked.

Federal Fair Credit Reporting Act

In making an application for employment or to otherwise participate in thoroughbred racing, it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors or others with whom you are acquainted.

This inquiry includes information such as your character, general reputation, personal characteristics, and mode of living, where it may be applicable.

You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

Animal Safety and Welfare

Anti-Slaughter

In the event NYRA receives credible and verifiable information regarding a Racing Participant who knowingly, or without conducting proper due diligence, buys or sells a horse for slaughter, directly or indirectly, or who is associated with the shipment of horses for the purposes of slaughter, will lose stabling and racing privileges and may be subject to exclusion from NYRA property. NYRA highly encourages Racing Participants to obtain proper written documentation on the sale or transfer of any horse that they previously raced or was stabled on the NYRA grounds, and NYRA reserves the right to require a trainer(s) or individuals responsible for a horse to provide such documentation. Failure to cooperate under this section may lead to loss of stabling, racing privileges and/or possible exclusion from NYRA property.

Horse Retirement

Horsemen and their employees are required to conduct due diligence on those buying horses

and NYRA encourages them to support rescue and adoption efforts and to find humane ways of dealing with horses unable to continue racing.

Attending Veterinarian

Per HISA rule 1020, an "Attending Veterinarian" is defined as "a veterinarian providing treatment or services to Covered Horses hired or authorized by the Trainer or Owner or his or her respective designee."

It is the sole responsibility of the trainer to ensure that a licensed veterinarian is available at all times to ensure the health and welfare of such trainer's horses and to attend to trainer's horses at all times such horses are on NYRA-operated grounds in any and all emergency situations.

Each horse entered to race must have an Attending Veterinarian on the grounds during the race day who is available in the event that a horse needs veterinary attention. The assigned attending veterinarian should remain onsite and be available until their horse leaves the test or claim barn (if applicable) and has returned to its stall.

Mistreatment of Animals

Any Racing Participant who handles or treats any animal without regard for the well-being of the animal or causes physical injury or pain or suffering to the animal may lose stabling and/or racing privileges and/or be subject to exclusion from NYRA property. Mistreatment includes euthanasia against veterinarian recommendation, excessive training, excessive whip use outside of a race, or other conduct that, in the sole discretion of NYRA, jeopardizes animal safety or welfare.

Horses Shipping Out of NYRA Racetracks

Trainers and owners are responsible for providing NYRA with the exact location of the destination of horses that are leaving NYRA property per HISA rule 2143: Racehorse Monitoring. Trainers and owners shipping horses are responsible for performing the required due diligence to ensure horses in their care are transported in safety by humane methods. Failure to prevent the shipping of horses via cargo ship will result in the immediate removal of the associated owner or trainer's horses from NYRA-operated grounds.

Workers' Compensation

Trainers are responsible for workers' compensation insurance to cover stable employees (grooms, hot walkers, foreman, assistant trainers, etc.). The policy must be on file with the New York State Gaming Commission office.

Trainers and owners are responsible for worker's compensation to cover all exercise riders and jockeys at NYRA racetracks through the New York Jockey Injury Compensation Fund.

Release And Indemnification

The applicant assumes the risk of and releases and waives NYRA for any and all claims for loss, loss of use, injury or damage to horses owned or under the control of the applicant or the

applicant's invitees incurred while on any NYRA premises, including when such horses are being vanned by NYRA between its facilities unless such injury, loss or damage is caused by NYRA's negligence; releases and waives NYRA from any and all claims for injury personally suffered by the applicant while galloping/ponying horses on the premises; and the parties hereto further agree that each shall be responsible for their own negligent acts and omissions as well as those of their employees, agents and express invitees to the same extent as provided by the law.

The provisions of the preceding paragraph shall not be deemed waived or affected in any way by the fact that NYRA does or does not presently or may or may not in the future, carry insurance coverage against claims or losses caused by or resulting from damage or injury to property, persons and/or horses while competing on the racetrack, using the training tracks, stables, roads or any facilities or while on the premises of NYRA or in transit in vehicles owned, leased, contracted for, operated or controlled by NYRA.

The New York Jockey Injury Compensation Fund (NYJICF) 2026 Workers' Compensation Premium Assessment and Formula

This is the NYJICF's Assessment Plan for 2026 (2026 Assessment Plan) and, consistent with the last few years, continues to be structured on New York Racing Association (NYRA)-based horsemen contributing 86% of the NYJICF's annual cost, which is estimated to equal \$7,660,399, and Finger Lakes Gaming and Racetrack (FLRA)-based horsemen contributing 14% of the NYJICF's annual cost, which is estimated to equal \$1,247,042.

We note that 2026 Assessment Plan approved by the New York State Gaming Commission (Gaming Commission) is based on the NYJICF having the authority (i) to use up to \$2 million from the NYRA purse cushion fund and (ii) to deduct and use 2% of purses from an owner's share of purses.

NYRA Owners assessment and payment is a \$1337.50 base premium, plus 2% of purses earned.

FLRA Owners assessment and payment is a \$3,274.20 base premium, plus 2% of purses earned.

Each race with a purse over \$1,000,000 will be capped at \$1,000,000 for Workers' Compensation assessment purposes only.

NYRA Trainer assessment and payment is a \$1337.50 base premium plus:

NYRA trainers will pay a per stall charge of \$2.14 per day for each stall allotted and accepted during each stall allotment period as designated by the track where each trainer races, provided that the first 12 stalls allotted and accepted will be free and the per stall charge for each stall allotted and accepted in excess of 12 will be \$2.14 per day.

FLRA Trainer assessment and payment is a \$3,274.20 base premium plus:

FLRA trainers will pay a per stall charge of \$1.93 per day for each stall allotted and accepted during each stall allotment period as designated by the track.

These premium charges will be due as follows:

NYRA and FLRA Owners and Trainers base premium charge is due:

- a. At NYRA, for those trainers already stabled on the grounds: \$1337.50 on or before January 1, 2026.
- b. At NYRA, for those owners already stabled on the grounds: \$1337.50 before they run their first horse in 2026.
- c. For those trainers shipping in: upon entering the horse on the grounds based on the "shippers" per start schedule set forth below.
- d. For those owners shipping in: before they run their first horse in 2026 based on the "shippers" per start schedule set forth below.
- e. At FLRA, for trainers: upon entering the horse on the grounds: \$1,930 on or before April 1, 2026, and an additional \$1,344.20 (for a total of \$3,274.20) to be paid on or before June 1, 2026.
- f. At FLRA, for owners: \$1,930 before they run their first horse in 2026 through May 31, 2026, and an additional \$1,344.20 (for a total of \$3,274.20) to be paid on or before June 1, 2026.

Anything in this 2026 Assessment Plan to the contrary notwithstanding, FLRA's 14% of the NYJICF's cost, which is estimated to equal \$1,247,042, will be paid by FLRA in eight equal installments in the amount of \$155,880.25 between April 2026 and November 2026.

NYRA and FLRA Owners and Trainers

The stall charges will be due on the last day of the first month of each allotment period, for example: January 31 for winter 2026 at NYRA and thirty days after the opening of the stable area for the spring meeting at FLRA.

If the trainer accepts stalls for the summer meeting but ships in three weeks before that meeting begins, that trainer will be responsible for the entire summer meeting plus \$2.14 per day (\$1.93 at FLRA) times the number of stalls allotted, times the number of days that the trainer occupied the stalls prior to the summer meeting, provided that the first 12 stalls allotted and accepted at NYRA tracks will be free.

Owners/Trainers will be required to pay the base premium charge of \$1337.50 at NYRA and \$3,274.20 at FLRA, plus 2% of purses earned, plus the stall allotment charge.

Private Trainers will be responsible for the base premium of \$1337.50 at NYRA and \$3,274.20 at FLRA. The owner employing that trainer (whose payroll the exercise riders are on) will be responsible for the stall charge plus 2% of purses earned.

Shippers. At NYRA, owners and trainers will be charged \$133.75 each per start for their first ten starts (for a maximum of \$1337.50 for 2026). At FLRA, owners and trainers will be charged \$193.00 each per start for their first ten starts (for a maximum of \$1,930 for 2026). Owners will also be charged 2% of purses earned. Shipping trainers will only be charged a stall fee if they are assigned stalls.

A suitable stall count to be determined by the racing secretary at the current stall assessment rate (\$2.14 at NYRA tracks (except the first 12 stalls allotted and accepted will be free for 2026) and \$1.93 at FLRA) will be assessed to those horsemen stabled off of the racetrack proper and who have daily access and use of the racetrack facilities.

Surcharge. Each trainer, upon such trainer's second claim and any subsequent claim filed with the workers' compensation insurance carrier in 2026, shall be charged a per-claim handling surcharge based upon the total number of horses then currently trained on the date of such claim(s) (as measured by the number of stalls allocated statewide as of the date of the claim for which a surcharge is to be collected), as follows: 1 to 10 horses: \$200; 11 to 30 horses: \$400; and 31 or more horses: \$600.

General Information

Should NYJICF determine that the amounts which are actually collected from (i) NYRA is inadequate to cover 86% of the NYJICF's annual cost, which is estimated to equal \$7,660,399 and/or (ii) FLRA is inadequate to cover 14% of the NYJICF's annual cost, which is estimated to equal \$1,247,042, respectively, then the NYJICF will seek additional funds pursuant to the Racing, Pari-Mutuel Wagering and Breeding Law Section 221 (7).

- For determining the responsibility for payment of workers' compensation, an owner is the person whose account would be debited or credited when a horse runs. In the case of multiple ownership, this would be the managing partner.
- In order for trainers to reduce their stall charge, they must officially return stalls to the proper association, stall man or racing secretary within 10 days after assuming the stalls.
- The charge per stall is in no way to be construed as a payment for stall rent. This is only a method which the NYJICF uses to estimate the appropriate premium charge that is due.

For those racing at NYRA:

Please send checks for the base premium payable to:

New York Racing Association, Inc.

PO Box 170243

Ozone Park, NY 11417

Attention: Horsemen's Bookkeeper

or

Call the Horsemen's Bookkeeper at 718-687-4843 to have that amount debited from your account.

For those racing at FLRA:

Please send checks for the base premium payable to:

Finger Lakes Gaming and Racetrack, Inc.

PO Box 25250

Farmington, NY 14425

or

Call the Horsemen's Bookkeeper at 585-924-3004 after April 1, 2026 to have that amount debited from your account.

2026 BELMONT AT THE BIG A SPRING/SUMMER STALL APPLICATION

APRIL 29th TO SEPTEMBER 1st

**REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE
AND WAIVER OR LIABILITY AGREEMENT
THE NEW YORK RACING ASSOCIATION, INC.**

**Stall Apps Due
SUNDAY, APRIL 12th**

APPLICATION IS HEREBY MADE SUBJECT TO THE CONDITIONS STATED HEREIN FOR
A REVOCABLE LICENSE TO OCCUPY STALLS FOR THE HORSES LISTED BELOW
(NO SUBSTITUTION OR ADDITIONS EXCEPT WITH SPECIFIC APPROVAL)

**PO Box 90
Jamaica, NY 11417**

List Horses
One Pony will be permitted for 10 Racehorses

(PLEASE PRINT OR TYPE)
REVOCABLE LICENSE APPLICATIONS NOT PROPERLY COMPLETED AND SIGNED WILL NOT BE CONSIDERED.

Robert MacLennan - Racing Secretary
RMacLennan@nyrainc.com

NO.	NAME OF HORSE	SEX	AGE	MAIDEN	NY BRED	CURRENTLY ON GROUNDS (Y/N)	OWNER'S AND ALL OTHER INTERESTS
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

MUST BE SIGNED ON REVERSE SIDE

ELIGIBILITY RULES: Stalls will not be allotted nor entries accepted for horses which have broken their maiden and have started for less than \$6,250; unless they thereafter finished 1st, 2nd, 3rd, or 4th for \$6,250 or more.
 Maidens which have started in a maiden race of \$11,000 or less will not be eligible, unless, after such start, that horse finishes 2nd, 3rd, or 4th in a race greater than \$11,000.
 Once a horse has started at the current race meet it may not lose its eligibility. However any eligible horse which leaves during the meeting to race elsewhere must again satisfy the original eligibility requirements before being approved to return. Horses 10 years of age and older and maidens 6 years of age and older will not be eligible to stable, train, or race at NYRA tracks.

TRAINER INFORMATION Name: _____ Mailing Address: _____ _____	Negative Coggins and a valid Health Certificate or copy thereof must be presented at stable gate before horses will be permitted to unload. All van drivers must be licensed by NYSGC to access grounds and unload horses.	Mobile Tel: _____-_____-_____ Barn Tel: _____-_____-_____ Email Address: _____
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REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

In consideration of receiving revocable and temporal permission from The New York Racing Association, Inc. ("NYRA") to enter upon and use the racing, stalling and other facilities on NYRA's tracks (the "Premises") for racing and approved purposes incidental to racing (e.g., boarding, training, grooming, shipping in) (the "License"), the undersigned ("Trainer") agrees, on behalf of itself and as agent for each owner listed on the reverse side hereof ("Owner"), to be bound by and comply with the terms and conditions set forth in this License to Use NYRA Facilities & Release and Waiver of Liability Agreement (this "Agreement").

- Rules and Regulations.** In connection with and as a condition to Trainer's: use of the Premises, Trainer will comply with (i) NYRA's written rules, regulations and policies including House Rules, Condition Book Rules, and any and all rules distributed from the NYRA Racing Office, published on NYRA.com, or other NYRA distributions, which are hereby incorporated into this Agreement by reference, (ii) the directions of NYRA personnel and stewards, and (iii) all applicable regulations, orders, or laws, including those promulgated by the New York State Gaming Commission (the "Commission"), the Horseracing Integrity and Safety Authority ("HISA") and the Horseracing Integrity & Welfare Unit ("HIWU"). It is the responsibility of the trainer to ensure that rules are made available to everyone in their employment.
- Exclusive Control of the Premises.** Neither the License nor this Agreement constitute a lease of all or part of the Premises. NYRA maintains sole exclusive control of the Premises including the exclusive right and discretion to: (i) grant, deny, revoke or reduce Trainer's use, number, or location of stalls; and (ii) enter, modify, or change the condition or use of the Premises.
- Revocation.** The License is subject to revocation, with or without cause at NYRA's sole discretion, upon NYRA giving Trainer not less than 48 hours prior written notice. Notwithstanding the foregoing, nothing in this Agreement will be deemed to restrict, and NYRA hereby expressly reserves, NYRA's unfettered right to immediately deny any person or entity entry to the Premises. Upon a revocation, Trainer will promptly remove its horse(s) from the Premises.
- Liability Release and Waiver.** Trainer acknowledges the hazards and risks inherent in caring for and working with horses, which include, death or injury to horses, their riders, and trainers. Trainer assumes the risk of, and releases and waives against NYRA, all claims for: (i) loss for death, loss of use, injury or damage (collectively "Loss") to horses owned or controlled by Trainer, Trainer's employees or agents, while on the Premises or being transported by NYRA unless such Loss is caused by NYRA's gross negligence; and (ii) Losses suffered by Trainer or Trainer's employees, agents or invitees, while on the Premises. To fullest extent allowable under applicable law, Trainer assumes all responsibility for the acts and omissions of itself, its agents, and employees on the Premises.
- Anti-Slaughter.** In addition to any legal penalties, any person found to have participated in the sale or disposal of a horse for slaughter will be subject to NYRA's immediate revocation of the License.
- Horse Welfare.** Trainer assumes sole responsibility for the care and condition of every horse in its care and will ensure that horses at a minimum have: nutritious food; clean potable water; clean safe shelter; clean bedding; receipt of proper, routine, and prompt veterinary care; proper observation by caretaker, properly dressed wounds; ongoing maintenance; and readily available health records.
- Anti-Harassment and Anti-Discrimination.** Trainer will regularly train its staff on anti-harassment and anti-discrimination. NYRA may impose penalties or revoke the License if Trainer or its employees engages in unlawful, discriminatory, or harassing practices.
- Host Rights.** Trainer acknowledges that NYRA intends to, hereby consents to and grants NYRA, its assigns and licensees the royalty-free, worldwide, irrevocable and perpetual right to: televise, commercialize, record, produce, exhibit, use, recreate, sell, license, transfer, transmit or otherwise exploit (collectively, "Use") the name, image, likeness, data, results, performance, and identifying features (including copyrighted or trademarked materials) of any horse, trainer, jockey, rider or Owner using the Premises. NYRA reserves unto itself, its agents, assigns and licensees the exclusive right to Use, in any media now known or hereinafter devised, audio visual, audio or visual images, recreations, recordings and results of all events that occur on the Premises for any purpose (commercial or otherwise) as NYRA will determine in its sole discretion. Trainer will not display advertising or other identification, other than Trainer's registered silks, in connection with any activities on the Premises without NYRA's prior written consent. Trainer on behalf of itself and as agent for each Owner consents to being photographed and otherwise recorded as set forth herein without remuneration and, without remuneration from NYRA, will

provide NYRA any necessary consents (including from all riders, jockeys, employees, agents, and associates working on horses under its care on the Premises) for the exploitation of rights granted and reserved hereunder. Trainer will not take any action that contravenes or otherwise limits the rights granted and reserved hereunder or assert any claim, demand or cause of action that is inconsistent with the foregoing. This provision will survive any termination of this Agreement.

- Wearable Devices.** Notwithstanding anything to the contrary in this License, the rights related to the Use of any data extracted from Biometric Devices ("Bio Data") is noted in this section 9 and is excluded from the grant set forth in section 8. "Biometric Devices" shall mean wearable devices used on equine athletes that monitor the health and well-being of the athlete, monitoring, by way of example, vital signs such as heart rate, temperature and movement patterns, as opposed to the horse's location, timing, speed, etc., which are used to facilitate accurate positional data, race management and performance analysis. Each of NYRA, Trainer and Owner may use Bio Data for the purpose of advancing the health and safety of horseracing. NYRA further agrees that except as set forth in this section or on an anonymized basis or in exhibitions describing race performance/preparation, NYRA will not publicly disclose Bio Data.
- Consent to Testing.** Any horse on the Premises is subject to, at NYRA's sole discretion and direction, inspection and testing of urine, saliva or by any other specimen NYRA designates. Trainer consents to and will, at NYRA's request, facilitate such testing.
- Search and Seizure.** Trainer acknowledges that, except as provided by law, it, its employees and Owners do not have an expectation of privacy on the Premises. Trainer hereby expressly consents to and grants NYRA permission, without prior notice, to search the person, vehicle, office, equipment (including recording equipment), lockers and any other area occupied by Trainer, its employees or Owner, whether locked or unlocked, and to seize any, or recordings of any, suspected illegal or unauthorized drugs, medication, paraphernalia, mechanical devices, or other prohibited, unsafe, or cruel items or uses. NYRA reserves the right to conduct searches and seizures in Trainer's absence.
- Consent to NYRA Hearing.** Trainer hereby consents to the jurisdiction and agrees to present itself before any hearing convened by NYRA that is subject to applicable due process standards.
- Scope.** This Agreement is intended to be read as broadly as permitted by applicable law and will be exclusively governed by and interpreted under New York State law.
- Ownership.** As mandated by the Commission, Trainer will promptly disclose all ownership interests on the Ownership Registry.
- Workers' Compensation.** Prior to entering the Premises, Trainer will file with the Commission a certificate of workers' compensation insurance for New York State covering Trainer's staff. NYRA is not responsible and expressly disclaims any responsibility for benefits for jockeys, riders, grooms, hot walkers, or any other employee, agent, or invitee of Trainer.
- Horse Identification.** All horses must be tattooed or microchipped if stabled on the Premises and prior to starting in any NYRA race.
- "Badge Lists."** Trainer will maintain an up-to-date list of all persons in its employment and notify NYRA Security within twenty-four (24) hours after an employee is hired or terminated.
- Sanitation of Barns and Stalls.** Trainers will maintain a safe and sanitary barn area, which includes: (i) placing used straw or shavings in manure containers; (ii) keeping bags of feed in feed boxes; (iii) keeping shedrows and tack rooms/offices clean; (iv) appropriately discarding garbage in NYRA containers; (v) solely washing horses on the concrete washpads; (vi) only emptying water buckets into drains on the washpads; (vii) only using biodegradable soap for washing; and (viii) never dumping water buckets into the road or the horse path, or using hoses without nozzles.

TRAINER ON BEHALF OF ITSELF AND AS AUTHORIZED AGENT OF THE OWNERS, EACH OF WHOM TRAINER HAS PROVIDED WITH A COPY OF THIS AGREEMENT, WHICH INCLUDES A RELEASE & WAIVER OF LIABILITY, BEING DULY AUTHORIZED AND EMPOWERED, DOES HEREBY CERTIFY THAT IT HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS AGREEMENT WITH NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OUTSIDE OF THIS AGREEMENT.

By: _____

Name: _____

Date: _____

2025 Belmont Park Pony Stall Application

JANUARY 1 TO DECEMBER 31

REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OR LIABILITY AGREEMENT THE NEW YORK RACING ASSOCIATION, INC.

APPLICATION IS HEREBY MADE SUBJECT TO THE CONDITIONS STATED HEREIN FOR
A REVOCABLE LICENSE TO OCCUPY STALLS FOR THE HORSES LISTED BELOW
(NO SUBSTITUTION OR ADDITIONS EXCEPT WITH SPECIFIC APPROVAL)

(PLEASE PRINT OR TYPE)

REVOCABLE LICENSE APPLICATIONS NOT PROPERLY COMPLETED AND SIGNED WILL NOT BE CONSIDERED.

Robert MacLennan - Racing Secretary
RMacLennan@nyrainc.com

NO.	NAME OF PONY	SEX	AGE	Morning Use	Afternoon Use	CURRENTLY ON GROUNDS (Y/N)	Trainer Who Uses Your Services	OWNER
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

PONY PERSON INFORMATION	Negative Coggins and a valid Health Certificate or copy thereof must be presented at stable gate before horses will be permitted to unload. All van drivers must be licensed by NYSGC to access grounds and unload horses.	
Name:		Cell Phone:
Mailing Address:		Email Address: _____

REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

In consideration of receiving revocable and temporal permission from The New York Racing Association, Inc. ("NYRA") to enter upon and use the racing, stalling and other facilities on NYRA's tracks (the "Premises") for racing and approved purposes incidental to racing (e.g., boarding, training, grooming, shipping in) (the "License"), the undersigned (the Responsible Person) agrees, on behalf of itself and as agent for each owner listed on the reverse side hereof ("Owner"), to be bound by and comply with the terms and conditions set forth in this License to Use NYRA Facilities & Release and Waiver of Liability Agreement (this "Agreement").

1. **Rules and Regulations.** In connection with and as a condition to the Responsible Person's use of the Premises, Responsible Person will comply with (i) NYRA's written rules, regulations and policies, including NYRA House Rules, Condition Book Rules, and any and all rules distributed from the NYRA Racing Office, published on NYRA.com, or other NYRA distributions, which are hereby incorporated into this Agreement by reference, (ii) the directions of NYRA personnel and stewards, and (iii) all applicable regulations, orders, or laws, including those promulgated by the New York State Gaming Commission (the "Commission"), the Horseracing Integrity and Safety Authority ("HISA") and the Horseracing Integrity and Welfare Unit ("HIWU"). It is the responsibility of the Responsible Person to ensure that rules are made available to everyone in their employment.
2. **Exclusive Control of the Premises.** Neither the License nor this Agreement constitute a lease of all or part of the Premises. NYRA maintains sole exclusive control of the Premises including the exclusive right and discretion to: (i) grant, deny, revoke or reduce Responsible Person's use, number, or location of stalls; and (ii) enter, modify, or change the condition or use of the Premises.
3. **Revocation.** The License is subject to revocation, with or without cause at NYRA's sole discretion, upon NYRA giving Responsible Person not less than 48 hours prior written notice. Notwithstanding the foregoing, nothing in this Agreement will be deemed to restrict, and NYRA hereby expressly reserves, NYRA's unfettered right to immediately deny any person or entity entry to the Premises. Upon a revocation, Responsible Person will promptly remove its horse(s) from the Premises.
4. **Liability Release and Waiver.** Responsible Person acknowledges the hazards and risks inherent in caring for and working with horses, which include, death or injury to horses, their riders, and trainers. Responsible Person assumes the risk of, and releases and waives against NYRA, all claims for: (i) loss for death, loss of use, injury or damage (collectively "Loss") to horses owned or controlled by Responsible Person, Responsible Person's employees or agents, while on the Premises or being transported by NYRA unless such Loss is caused by NYRA's gross negligence; and (ii) Losses suffered by Responsible Person or their employees, agents or invitees, while on the Premises. To fullest extent allowable under applicable law, Responsible Person assumes all responsibility for the acts and omissions of itself, its agents, and employees on the Premises.
5. **Anti-Slaughter.** In addition to any legal penalties, any person found to have participated in the sale or disposal of a horse for slaughter will be subject to NYRA's immediate revocation of the License.
6. **Horse Welfare.** Responsible Person assumes sole responsibility for the care and condition of every horse in its care and will ensure that horses at a minimum have: nutritious food; clean potable water; clean safe shelter; clean bedding; receipt of proper, routine, and prompt veterinary care; proper observation by caretaker, properly dressed wounds; ongoing maintenance; and readily available health records.
7. **Anti-Harassment and Anti-Discrimination.** Responsible Person will regularly train its staff on anti-harassment and anti-discrimination. NYRA may impose penalties or revoke the License if Responsible Person or its employees engages in unlawful, discriminatory, or harassing practices.
8. **Host Rights.** Responsible Person acknowledges that NYRA intends to, hereby consents to and grants NYRA, its assigns and licensees the royalty-free, worldwide, irrevocable and perpetual right to: televise, commercialize, record, produce, exhibit, use, recreate, sell, license, transfer, transmit or otherwise exploit (collectively, "Use") the name, image, likeness, data, results, performance, and identifying features (including copyrighted or trademarked materials or wearable data) of any horse, trainer, jockey, rider or Owner using the Premises. NYRA reserves unto itself, its agents, assigns and licensees the exclusive right to Use, in any media now known or hereinafter devised, audio visual, audio or visual images, recreations recordings and results of all events that occur on the Premises for any purpose (commercial or otherwise) as NYRA will determine in its sole

discretion. Responsible Person will not display advertising or other identification, other than Responsible Person's registered silks, in connection with any activities on the Premises without NYRA's prior written consent. Responsible Person on behalf of itself and as agent for each Owner consents to being photographed and otherwise recorded as set forth herein without remuneration and, without remuneration from NYRA, will provide NYRA any necessary consents (including from all riders, jockeys, employees, agents, and associates working on horses under its care on the Premises) for the exploitation of rights granted and reserved hereunder. Responsible Person will not take any action that contravenes or otherwise limits the rights granted and reserved hereunder or assert any claim, demand or cause of action that is inconsistent with the foregoing. This provision will survive any termination of this Agreement.

9. **Wearable Devices.** Notwithstanding anything to the contrary in this License, the rights related to the Use of any data extracted from Biometric Devices ("Bio Data") is noted in this section 9 and is excluded from the grant set forth in section 8. "Biometric Devices" shall mean wearable devices used on equine athletes that monitor the health and well-being of the athlete, monitoring, by way of example, vital signs such as heart rate, temperature and movement patterns, as opposed to the horse's location, timing, speed, etc., which are used to facilitate accurate positional data, race management and performance analysis. Each of NYRA, Responsible Person and Owner may use Bio Data for the purpose of advancing the health and safety of horseracing. NYRA further agrees that except as set forth in this section or on an anonymized basis or in exhibitions describing race performance/preparation, NYRA will not publicly disclose Bio Data.
10. **Consent to Testing.** Any horse on the Premises is subject to, at NYRA's sole discretion and direction, inspection and testing of urine, saliva or by any other specimen NYRA designates. Responsible Person consents to and will, at NYRA's request, facilitate such testing.
11. **Search and Seizure.** Responsible Person acknowledges that, except as provided by law, it, its employees and Owners do not have an expectation of privacy on the Premises. Responsible Person hereby expressly consents to and grants NYRA permission, without prior notice, to search the person, vehicle, office, equipment (including recording equipment), lockers and any other area occupied by responsible person, its employees or Owner, whether locked or unlocked, and to seize any, or recordings of any, suspected illegal or unauthorized drugs, medication, paraphernalia, mechanical devices, or other prohibited, unsafe, or cruel items or uses. NYRA reserves the right to conduct searches and seizures in Responsible Person's absence.
12. **Consent to NYRA Hearing.** Responsible Person hereby consents to the jurisdiction and agrees to present itself before any hearing convened by NYRA that is subject to applicable due process standards.
13. **Scope.** This Agreement is intended to be read as broadly as permitted by applicable law and will be exclusively governed by and interpreted under New York State law.
14. **Ownership.** As mandated by the Commission, Responsible Person will promptly disclose all ownership interests on the Ownership Registry.
15. **Workers' Compensation.** Prior to entering the Premises, Responsible Person will file with the Commission a certificate of workers' compensation insurance for New York State covering Responsible Person's staff. NYRA is not responsible and expressly disclaims any responsibility for benefits for jockeys, riders, grooms, hot walkers, or any other employee, agent, or invitee of Responsible Person.
16. **Horse Identification.** All horses must be tattooed or microchipped if stabled on the Premises and prior to starting in any NYRA race.
17. **Sanitation of Barns and Stalls.** Responsible Person will maintain a safe and sanitary barn area, which includes: (i) placing used straw or shavings in manure containers; (ii) keeping bags of feed in feed boxes; (iii) keeping shedrows and tack rooms/offices clean; (iv) appropriately discarding garbage in NYRA containers; (v) solely washing horses on the concrete washpads; (vi) only emptying water buckets into drains on the washpads; (vii) only using biodegradable soap for washing; and (viii) never dumping water buckets into the road or the horse path, or using hoses without nozzles.

RESPONSIBLE PERSON ON BEHALF OF ITSELF AND AS AUTHORIZED AGENT OF THE OWNERS, EACH OF WHOM RESPONSIBLE PERSON HAS PROVIDED WITH A COPY OF THIS AGREEMENT, WHICH INCLUDES A RELEASE & WAIVER OF LIABILITY, BEING DULY AUTHORIZED AND EMPOWERED, DOES HEREBY CERTIFY THAT IT HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS AGREEMENT WITH NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OUTSIDE OF THIS AGREEMENT.

SIGNATURE

Name: _____

Date: _____



The New York Racing Association

Racing and Training Alcohol Testing Policy

The New York Racing Association (NYRA) creates world-class experiences that advance the sport of horse racing with integrity, safety and innovation. NYRA strives to promote athlete safety and uphold the integrity of the racing product to ensure fair and safe contests for all participants.

Promoting safety during racing requires the implementation of a race day alcohol testing program to ensure that jockeys are not impaired while riding in races and starting gate personnel are not impaired while loading and handling horses at the starting gate.

Promoting safety during training requires the ability to perform breath alcohol tests for reasonable suspicion during training hours to ensure that anyone on horseback or otherwise in control of a horse on a racing or training surface during training hours is not impaired.

In addition, NYRA House Rules include provisions and prohibitions for alcohol use in Part 4, Stable Area, Section 4, Alcohol Use or Sale.

Breath Alcohol Testing Devices and Technicians

A certified Breath Alcohol Technician (BAT) will administer each breath alcohol test using a testing device listed on the National Highway Traffic Safety Administration's Conforming Products List for Evidential Breath Alcohol Measurement Devices (EBT).

Effective November 2024, NYRA will use the Alco-Sensor IV with Memory as the EBT device.

An Accuracy Check will be done on each EBT device every two weeks and after a positive Confirmation Test. The results of every Accuracy Check will be recorded in a Calibration Logbook.

NYRA will designate and assign a certified Breath Alcohol Technicians (BAT) for each race card and during training hours. The BAT will conduct all tests and will log all results.

Alcohol Testing During Racing

NYRA's Policy for Alcohol Testing During Racing was developed pursuant to HISA Rule 2191, Drug and Alcohol Testing.

NYRA mandates that every jockey submit to a breath alcohol test prior to their first scheduled mount on every race card. In addition, up to three members of the day's assigned starting gate personnel may be selected at random for breath alcohol testing prior to the start of the card.

Jockeys and starting gate personnel may be subject to additional breath alcohol testing for reasonable suspicion during the race card.

Jockeys and randomly selected starting gate personnel will be required to report for testing a minimum of one (1) hour prior to their first scheduled race of each race day. Steward's permission is required to test at less than one hour prior to first post. Failure to test prior to 30 minutes prior to post will be considered a violation. Refusal to test will be considered a violation.

A reading above .000 will be considered a positive test. In the event of a positive test, the jockey or starting gate employee will remain in the secure area for 15 minutes to complete a Confirmation Test. During this period, the jockey or starting gate employee may not eat, drink, or put anything into their mouth. If the Confirmation Test is positive, the BAT will perform an Accuracy Check on the device.

A jockey with a positive test and positive Confirmation Test will not be allowed to ride and will be referred to the Board of Stewards to determine if any further penalties will be imposed, including but not limited to, licensing considerations.

A starting gate employee with a positive test and positive Confirmation Test will not be allowed to work the card.

In addition to mandatory pre-race testing, the Board of Stewards may request administration of a breath alcohol test of a jockey or starting gate employee in the following circumstances:

- An incident involving a horse in which impairment could be a factor,
- Reckless or negligent activity in which impairment could be a factor,
- Observed or reported alcohol use, or
- Other conduct or circumstances that create reasonable suspicion.

Alcohol Testing During Training

NYRA's Policy for Alcohol Testing During Training is intended to ensure that all riders and other racing participants who are on horseback or in control of a horse on a racing or training surface during training hours are not impaired.

The Safety Stewards and Outriders will monitor training hours and watch for any behavior that could warrant reasonable suspicion testing. A Safety Steward may request that a breath alcohol test be administered in the following circumstances:

- An incident involving a horse in which impairment could be a factor,
- Reckless or negligent activity in which impairment could be a factor, or
- Observed or reported alcohol use.
- Random selection when the NYRA Steward has been previously notified and has approved that random testing may take place on a designated training day.

Individuals selected for reasonable suspicion testing shall report to the private area designated by NYRA for testing.

A reading above .000 will be considered a positive test. In the event of a positive test, the racing participant will remain in the secure for 15 minutes to complete a Confirmation Test. During this period, the individual may not eat, drink, or put anything into their mouth. If the Confirmation Test is positive, the BAT will perform an Accuracy Check on the device.

A racing participant with a positive test and positive Confirmation Test will not be allowed to participate in the remainder of training hours and will receive a Barn Area Violation ticket. Penalties will be determined at the Barn Area Violation Panel Hearing.

A racing participant who has been instructed not to participate in the remainder of training hours but is found to be on horseback or in control of a horse during that time will receive an additional Barn Area Violation ticket and may be subject to stronger penalties.

Resources

Individuals in need of resources or treatment programs are encouraged to contact the Backstretch Employees Service Team (B.E.S.T.), which offers on-track licensed outpatient drug and alcohol treatment. More information about B.E.S.T. can be found at <http://bestbackstretch.org/>



**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: _____

