

FACILITY USE AGREEMENT

This Facility Use Agreement (the "Agreement") dated _____, 2021 is entered into by and between (Applicant) with an address of _____, and **HARRAH'S BOSSIER CITY INVESTMENT COMPANY, L.L.C.**, a Louisiana limited liability company, ("Harrah's") of 8000 East Texas Street, Bossier City, Louisiana 71111.

RECITALS

WHEREAS, Applicant desires to utilize horse stall(s) at Harrah's racing facility; and

WHEREAS, Harrah's shall allow Applicant the free use of stall(s) pursuant to the following terms and conditions;

NOW, THEREFORE, in consideration of the above stated recitals and the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Applicant and Harrah's agree as follows:

1. **Term.** The term of this Agreement shall be from **May 1, 2021 until September 22, 2021**, unless earlier terminated in accordance with the terms of this Agreement.
2. **Termination of Use.** Applicant shall be required to vacate all stalls allotted to him/her and to move all horses, equipment and personnel from Harrah's premises (a) upon three (3) days notice from Harrah's for any reason, with or without cause, (b) within twenty-four (24) hours of a horse being claimed sold or transferred to any person or entity that is not registered for racing at Harrah's unless said sale or transfer of ownership is approved by Harrah's, or (c) within five (5) days after the conclusion of the 2021 race meet. Failure of Applicant to comply with the terms of this provision may result in Harrah's, at its option, having the horse or horses removed from Harrah's at Applicant's expense.

3. **Obligations, Representations and Warranties of Applicant.** Applicant hereby makes the following representations, warranties and covenants to Harrah's each of which shall be true and correct on the date of execution of this Agreement and at all times thereafter during the term of this Agreement:

- A. It is expressly agreed by the parties hereto that the Stall Use Application is attached hereto and incorporated herein by this reference.
- B. Applicant hereby warrants that he is the owner, or is authorized to act on behalf of owner, as the trainer of the owner's horses listed on the Stall Use Application.
- C. **APPLICANT UNDERSTANDS THAT ALL OWNERS MUST HAVE COLORS. NO PUBLIC STABLE WILL BE ALLOWED TO USE ONE SET OF COLORS FOR THE ENTIRE STABLE. THIS RULE WILL BE STRICTLY ENFORCED.**
- D. Applicant shall enter horses stabled at Harrah's in such races appearing in the Harrah's "Condition Book" for which they qualify.
- E. Applicant acknowledges that no horse stabled at Harrah's will be eligible to race at Harrah's without Harrah's written approval. A separate application, with past performances attached is required and must be completed and signed by any Applicant desiring to race at Harrah's for horses stabled off track.
- F. **RESPONSIBILITIES AND PENALTIES.** Trainers are responsible for the barn, tack rooms and cleaning of stalls at the conclusion of the race meeting. Trainers will be held responsible for the following:
 - Any damages or alterations to any part of the barn.
 - Maintaining a clean barn area, with no trash on the grass or other barn area.
 - Trainers must not place trash in the manure bins or fail to place manure in the manure containers.
 - Trainers and employees are responsible for keeping strainers and top grates for the wash rack drains in place, clean and free of sand, shavings and debris at all times.
 - Tack rooms, offices and other rooms are to be cleaned of trash before vacating the barn area at the end of the meet.
 - Should any of the aforementioned situations arise, fines may be imposed.
 - Applicant will be charged a Twenty five dollar (\$25.00) fee per stall for each stall not cleaned upon inspection by the General Superintendent.
 - **Any Owner/ Trainer based at Harrah's Louisiana Downs who sells a horse for slaughter that was previously or currently stabled at Harrah's Louisiana Downs will have his/ her stalls permanently revoked.**

G. Harrah's Louisiana Downs requires a deposit of \$100 for dorm rooms leased by Applicant. Said deposit shall be refunded to Applicant only upon satisfactory inspection of the rooms by the General Superintendent. However, if the room is not found to be in satisfactory condition, fines may be imposed, reducing the amount of the deposit.

H. Applicant acknowledges that additions or alterations to any Harrah's building or painting or construction of any kind is not permitted EXCEPT with the written permission of the Harrah's General Superintendent.

I. Applicant shall be responsible for any damage to and/or misuse of stalls and tack rooms assigned to him for the use of his employees while on Harrah's premises. Applicant shall keep the area adjacent to his assigned barn and/or stalls clean and in good order.

J. Applicant acknowledges that smoking and cooking are prohibited in the Harrah's barn and stall area and any damages resulting from a violation of this provision by Applicant, his employees, invitees, agents, jockeys, or members of their respective families, shall be the responsibility of and assumed by Applicant. Applicant shall defend and indemnify Harrah's from and against any damages or claims resulting from a violation of this provision.

K. Applicant acknowledges and agrees that he is responsible for and will promptly pay for all damages to sleeping quarters, tack rooms, stables, barns and stalls, excluding normal wear and tear, caused by Applicant, his employees, agents and/or invitees or the horses Applicant stabled at Harrah's. Applicant further agrees that he will promptly pay a security deposit for the above damages upon arrival at Harrah's.

L. Applicant should hold Harrah's harmless for any damages, injury, and/or death of any horse kept at Harrah's by Applicant. Applicant acknowledges that Harrah's will in no event be considered to have responsibility for the care, custody or control of Applicant's horses or any other of Applicant's property kept at Harrah's. Applicant assumes full responsibility for the safety and well being of his employees, agents, invitees, and all horses stabled at Harrah's. Applicant's trainer and/or Applicant agree to take all responsible measures for the protection of the horses, including adequate supervision for such animals while on Harrah's premises, hiring competent personnel to care for such animals at all times, cleaning and maintaining stalls assigned pursuant to this Agreement and removing any hazardous condition from such stalls which is known to Applicant or his employees. If Applicant believes or has reason to believe that a hazardous condition should be remedied by Harrah's, Applicant shall promptly call to the attention of Harrah's in writing through the General Manager, any such hazardous condition.

M. Applicant shall properly supervise all of his employees, invitees and agents. Applicant hereby acknowledges that he is responsible for the conduct of his employees, invitees and agents at all times while at Harrah's, and that Harrah's has no obligation to remedy any condition on the Harrah's premises which may be caused by the negligence or willful conduct of any such employees, invitees or agents, unless Harrah's has prior notice of the existence of such condition and has had a reasonable opportunity to repair such condition.

4. **Licenses and Regulatory Conditions.** Applicant shall comply with all applicable laws and regulations and shall abide by the rules and regulations of the Louisiana State Racing Commission ("LSRC") and of Harrah's including, but not limited to, these terms and conditions. Applicant shall abide by any decision of the LSRC, the Stewards and/or Harrah's with regard to disputes, claims and objections on all matters pertaining to racing, including the provisions of this Agreement, and Applicant shall accept any such decision as final. Applicant warrants that he and each of his employees are licensed by the LSRC, and that each of them shall have a validated picture license worn on their person AT ALL TIMES while on HARRAH'S premises. Applicant shall defend and indemnify Harrah's, its parent, subsidiaries, principals, owners, members, directors, officers, lessors, contractual indemnities, affiliates, employees, agents, representatives, licensees and customers, ("Harrah's Group") from and against any fines or penalties levied against Harrah's as a result of the failure of Applicant to comply with the terms of this provision.

5. **Indemnification.** Applicant shall indemnify and hold harmless Harrah's from and against any liability, loss, claim, damage or expense (including reasonable attorney's fees) which result from (i) any loss, damage, death or injury of any kind to Applicant, Applicant's employees, agents, invitees, jockeys, and/or members of the respective family, property and/or animals of each of them, whether such injury, loss, death or damage is caused by the condition of the Harrah's premises and/or any negligence or fault of Harrah's Group, or from any other cause; (ii) Applicant's failure to obtain and maintain all required licenses, permits and approvals of government authorities to perform the duties herein; and (iii) any claim by any individual retained by Applicant related to allegations of unpaid wages owed to any said individuals or agents or any third party. All indemnification provisions in this Agreement shall survive termination of the Agreement.

"WARNING: Under Louisiana Law, an equine activity sponsor or equine professional is not liable for any injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S.9:2795.1."

6. **Insurance.** Applicant shall obtain and thereafter maintain in full force and effect with insurers acceptable to Harrah's, at a minimum, insurance coverage as follows: (a) worker's compensation coverage and employer's liability insurance with limits that are in compliance with the statutory limits required by the LSRC in accordance with the Louisiana Rules of Racing for each accident for all employees performing work at Harrah's. The worker's compensation and employer's liability policies specified hereinabove shall be endorsed to provide non-cancellation without 30-days notice being given to Harrah's. Applicant shall also be required to secure additional general liability insurance, as is determined necessary. Applicant shall provide Harrah's with certificates of insurance evidencing the aforementioned coverage and requirements. Applicant's obligation to defend, indemnify and hold Harrah's harmless as set out in this Agreement shall not in any manner be limited, altered or modified by these insurance requirements. All policies, with the exception of workers compensation, required to be obtained by Applicant under this Agreement shall name Harrah's Bossier City Investment Company, L.L.C., its parents, officers, directors, managers, affiliates, agents and employees as additional insured, and shall include a waiver of subrogation in favor of those parties listed hereinabove, and shall be primary as respects any other policy providing coverage to Harrah's Group.

Together with the foal registration papers the Applicant shall file with the Racing Secretary's Office Certificates of Insurance ("Certificates") evidencing compliance herewith. Such policy shall provide coverage for the entire period of the 2020 current racing meeting conducted at Harrah's and such Certificates shall contain a clause providing that such policies shall not be cancelled without thirty (30) days prior written notice to Harrah's by certified U. S. Mail. Applicant's obligation to defend, indemnify and hold Harrah's Group harmless as set out in this Agreement shall not in any manner be limited, altered or modified by these insurance requirements.

7. **Advertising Rights.** Harrah's may televise or license the televising of horse racing conducted at its racing facility and accordingly it hereby reserves television rights, whether in connection with any race, preparation therefore, or ceremonies or proceedings thereafter, or training at Harrah's. This Agreement is made and executed on the conditions that, if required, consent is hereby given by Applicant, including a rider and/or jockey contracted by the Owner or trainer to ride, and the Owner, trainer, groom, jockey and all other employees of the Owner coming within view of the television picture hereby agree to sign and deliver releases to Harrah's upon demand permitting such television and the exhibition thereof provided however, that nothing contained herein is intended to relate to, nor does it relate to those rights governed by the Interstate Horse Racing Act of 1978. This authorization shall also apply to radio broadcasting and still photography.

8. **Miscellaneous.**

A. Dogs are not permitted in the stable or racing areas. There will be NO EXCEPTIONS. No firearms or alcoholic beverages allowed in Stable area.

B. Owners, trainers and stable employees must park in the areas designated by Harrah's. Violators are subject to fine by the Stewards.

C. The horses of Applicant are permitted on track oval of Harrah's ONLY during training hours posted at the entrance of the track oval of Harrah's.

D. The horses of Applicant must occupy only the stalls assigned to him on the Stall Use Application attached hereto. Any horse of Applicant found in an unassigned stall or a stall assigned to another will be removed from Harrah's premises at Applicant expense.

9. **Attorney's Fees.** If a dispute should arise hereon, the prevailing party therein shall be entitled to receive from the non-prevailing party, in addition to any other compensation or award, all reasonable attorneys' fees and all cost of suit therein.

10. **Severability.** The enforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

11. **Warranty Of Authority.** Each of the parties to the Agreement warrants that he/she is authorized and has authority to execute this Agreement on behalf of his/her respective entity or as agent therefore.

12. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the State of Louisiana. Venue shall solely lie in the federal or state courts of said state.

13. **Force Majeure.** Harrah's shall not be responsible for any failure to perform that is caused by circumstances beyond its control, and performance is subject to Acts of God, governmental regulation, disaster, strike, civil disorder, curtailment of transportation or its facilities, acts or threats of terrorism or other threats or emergencies making it inadvisable, illegal or impossible to provide services hereunder.

14. **Assignment.** Harrah's may assign any of its obligations, rights or interests under this Agreement without Applicant's consent. Applicant may not assign or subcontract any of its obligations, rights or interest under this Agreement without the prior express written consent of Harrah's. This Agreement shall be binding on all successors and permitted assignees of Harrah's and Applicant.

15. **Notices.** All notices, approvals and consents shall be in writing and shall be deemed to have been properly served when delivered personally, faxed or otherwise served by depositing same in the United States Mail, postage prepaid there on and registered or certified, return receipt requested or by delivery by a nationally known delivery or courier service, addressed to David Heitzmann (phone: 318.741-2511 / fax: 318.741-2591) at the address indicated above and, to Applicant at the address indicated herein below.

16. **No Party Deemed Drafter.** The Parties acknowledge that they substantially and materially have contributed to the preparation of this Agreement and agree that neither of them shall be deemed drafter of this Agreement. Each Party has relied upon its own examination of this Agreement and the counsel of its own advisors. In the event this Agreement is construed by a court of competent jurisdiction, such court shall not construe this Agreement or any of its provisions against any of the Parties as the drafter.

17. **No Waiver of Rights.** Either party's failure to enforce a right does not constitute a waiver to enforce that same right in a future occurrence.

WHEREFORE, the Parties have executed this Agreement as of the date first stated above.

**HARRAH'S BOSSIER CITY INVESTMENT
COMPANY, L.L.C.**

APPLICANT:

By: _____
David Heitzmann

By: _____ Date: _____

Title: Director of Racing

Print Name & Title: _____

Date: _____

Address: _____

Phone: _____ Fax: _____