

**IN AND BEFORE  
THE OKLAHOMA HORSE RACING COMMISSION**

October 15, 2020 OHRC Meeting

In the Matter of a Request for Declaratory Ruling of the  
Thoroughbred Racing Association of Oklahoma.

**PETITION**

Comes now the Petitioner, the Thoroughbred Racing Association of Oklahoma ("Petitioner" or "TRAO"), and respectfully requests that the Commission issue a declaratory ruling pursuant to 75 Okla. Stat. §307 and O.A.C. 325:1-1-18 upon the meaning and application of Oklahoma Horse Racing Commission ("Commission" or "OHRC") Rule 10-1-33(a) (O.A.C. 325:), and respectfully asks that this Petition be set for hearing before the Commission as soon as practicable. In support of this Petition, the Petitioner shows the Commission the following:

1. During the recent spring race meeting at Will Rogers Downs ("WRD"), TRAO received a standard purse report indicating the amount of "On Track" or "Live" wagering or "handle" and the amount of "Off-Track" handle. *See, WRD Purse Report*, dated April 14, 2020, attached as Exhibit 1. At a normal WRD race meeting, the difference between the amount of Off-Track handle and On Track handle shown on purse reports is not as dramatic as shown on the April 14 Purse Report (Exhibit 1). Because of the difference in Off-Track handle, the April 14 Purse Report alerted TRAO to an obvious error in calculation of the amount of Off-Track handle from outside the State of Oklahoma which should have been deposited to the Horsemen's purse account.

2. TRAO's Oklahoma track partners, or "organization licensees" (Remington Park, "RP," Will Rogers Downs, "WRD," and Fair Meadows at Tulsa, "FMT"), sell the right to receive broadcasts of live races – known as "simulcast" signals, along with the right to accept wagers on those races, to Off-Track Betting Systems both in Oklahoma and in other states and foreign countries. Off-Track Betting Systems include horse racing tracks, sports books, off-track betting parlors, and other wagering facilities.

3. Sales of simulcast races to Off-Track Betting Systems in Oklahoma is in *intrastate* commerce and is governed by state law, 3A Okla. Stat. §205.7a. Sales of simulcast races to Off-Track Betting Systems in other states and foreign countries is *interstate* commerce and is governed by federal law known as the Interstate Horseracing Act ("IHA"), 15 U.S.C. §3001, *et seq.*

4. In order to sell a simulcast race to Off-Track Betting Systems in other states and foreign countries, the IHA requires the seller to enter into an agreement with the horsemen's representative organization for the breed competing in the race. *See*, 15 U.S.C. §3004(a)(1)(A). The price or "fee" for simulcast races is negotiated between the selling track and the buying Off-Track Betting System. It is standard industry practice for the selling track to share the fee with the horsemen's breed representative.

5. TRAO's Horsemen's Agreement with each of our Oklahoma track partners – RP, WRD, and FMT – requires that the fee be no less than three percent (3%) of the handle on the simulcast races at the receiving Off-Track Betting System. The Horsemen's Agreements require

that the fee be split evenly (50/50) between the selling track and Thoroughbred purses. TRAO does not receive a fee. Oklahoma law requires that these Horsemen's Agreements be approved by the Commission. *See*, 3A Okla. Stat. §204(A)(11) and O.A.C. 325:35-1-34(a).

6. The Commission is required by the Oklahoma Horse Racing Act to contract with the Oklahoma State Auditor and Inspector's office ("State Auditor") "to conduct an annual audit and inspection of live race meets in this state, ...." 3A Okla. Stat. §204(A)(9)(a). Many years ago, in the process of fulfilling its auditing functions and in consultation with Commission employees, the State Auditor developed a formula for calculating distributions of the fee received by Oklahoma tracks from sales of simulcast race signals. This function and this formula were never adopted by the Commission. They exist only informally. TRAO was never informed of the performance of this function or of the cause or effect of the formula. TRAO could not have discovered the formula or that it was being used because neither the formula nor the authority to require tracks to use the formula can be found in any statute or administrative rule. The State Auditor has no regulatory authority in this area at all.

7. Under the contract between the Commission and the State Auditor, TRAO's track partners are audited by the State Auditor and risk fines and even loss of licensure for non-compliance. TRAO's track partners are understandably eager to satisfy the requirements of the State Auditor whether those requirements are formal or informal. Nevertheless, neither the State Auditor nor TRAO's track partners notified TRAO until TRAO's Executive Director began investigating the April 14, 2020 Purse Report (Exhibit 1) on April 16, 2020.

8. Commission Rule 10-1-33(a) (O.A.C. 325:) provides, in pertinent part, as follows:

(a) Purses at Commission-sanctioned race meeting(s) shall consist of statutorily designated revenue to purses from:

(1) wagering at the Organization Licensee's facilities, (including the Organization Licensee's offtrack [sic] wagering facilities) on live races run at the Organization Licensee's track and *revenue from simulcasting the Organization Licensee's races to other tracks and/or wagering facilities*; and

(2) *wagering revenue which accrues to purses* from the receipt by the Organization Licensee (including the Organization Licensee's offtrack [sic] wagering facilities) of races simulcast to the Organization Licensee, from other racing facilities, plus non-statutory money added to purses, *including ... money designated to go to purses from any other source provided by statute and other sources approved by the Commission.* \*\*\* (Emphasis added)

9. As a result of the ad-hoc formula utilized by the State Auditor, Interstate export simulcasting revenue paid to the Horsemen's account and the Track Partners is reduced.

10. TRAO respectfully petitions the Commission for a declaratory ruling interpreting and applying O.A.C. 325:10-1-33(a) so that TRAO's track partners and the State Auditor can comply with the Commission's Rule.

WHEREFORE, the Petitioner, the Thoroughbred Racing Association of Oklahoma, asks the Oklahoma Horse Racing Commission to render a declaratory ruling interpreting and outlining the policy of the Commission with regard to the Rule here and above referred to, and such other and further relief as the Commission deems just.

A handwritten signature in cursive script, reading "Danielle Barber", is written over a horizontal line.

Danielle Barber, Executive Director  
Thoroughbred Racing Association of Oklahoma,  
Petitioner

# **Exhibit 1**

Monday, September 28, 2020 at 1:59:32 PM Central Daylight Time

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**Subject:** WRD Purse Report  
**Date:** Tuesday, April 14, 2020 at 10:58:54 AM Central Daylight Time  
**From:** April Daniels  
**To:** 'Danielle Barber', 'Justin OQHRA', Mark Enterline, 'OQHRA', 'Tammy Wright', 'Heather'  
**CC:** 'menterline@aol.com', Elisa Perryman  
**Attachments:** image002.png, March Purse.xlsx

Hello,

Here is the Purse Report as of March 31, 2020.

"Projected" contributions will not be reported as we do not know when operations will resume nor what the impact of the current situation will be.

If you have any questions, please do not hesitate to contact me.

Thank you,  
April

*April Daniels*  
*Revenue Audit Manager III*  
*Will Rogers Downs*  
*Phone 918.283.8820*  
*Fax 918.341.2404*  
*april.daniels@cnet.com*

CALENDAR YEAR 2020 - MARCH

Actual WRD March 2020		TB	QH	PT/AP	Total	Distribution
Gaming	\$	482,636.92	\$ 441,862.58	\$ 49,095.78	\$ 973,595.28	50/45/5
Simulcast		15,324.35	1,362.16	340.54	17,027.06	90/8/2
Live Racing		183,055.73			183,055.73	Purse Distr
Total		681,017.00	443,224.74	49,436.32	1,173,678.07	
Actual Purse Payments	\$	868,175.00			\$ 868,175.00	
Estimated Purse Payments	\$	2,881,825.00	\$ 3,150,000.00	\$ 540,000.00	\$ 6,571,825.00	
Transfer To Fair Meadows					\$ -	
Total Actual Purses FY 2020	\$	3,750,000.00	\$ 3,150,000.00	\$ 540,000.00	\$ 7,440,000.00	

Payments from Thoroughbred in 2020

Payments from PT/AP & QH in 2020

UNDER/OVER PAYMENTS @ 12/31/19

Current Underpayment TB, QH & PT/AP as of 03/31/2020

500,000.00

\$2,051,012.97 \$1,263,826.36 \$203,487.45

\$2,363,854.97 \$1,707,051.10 \$252,923.77

Monday, September 28, 2020 at 1:20:42 PM Central Daylight Time

**Subject:** RE: Results through 4-14-2020  
**Date:** Thursday, April 16, 2020 at 1:31:56 PM Central Daylight Time  
**From:** April Daniels  
**To:** Danielle Barber  
**Attachments:** Image002.jpg

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I'm not familiar with these spreadsheets.

Which one specifically are you referring to?

**From:** Danielle Barber <dbarber@traoracing.com>  
**Sent:** Thursday, April 16, 2020 12:08 PM  
**To:** April Daniels <april.daniels@cnet.com>  
**Subject:** [EXTERNAL] FW: Results through 4-14-2020

April,

I'm a bit confused on the revenue generated for purses on the purse report that was sent out. According to the net revenue generated, why is the horsemen's share only \$183,055.35? Isn't the export split equally between the racetrack and horsemen?

Could you please explain better to me why, or if it isn't?

Thank you,

Danielle Barber  
Executive Director

1 Remington Place  
Oklahoma City, OK 73111  
405-427-8753 (Office)  
405-314-8242 (Cell)  
405-427-7099 (Fax)

**From:** Linda King <linda.king@cnet.com>  
**Date:** Tuesday, April 14, 2020 at 5:57 PM  
**To:** "Danielle Barber (dbarber@traoracing.com)" <dbarber@traoracing.com>, Mark Enterline <mark.enterline@cnet.com>, "menterline@aol.com" <menterline@aol.com>, John Lies <John.Lies@cnet.com>, Rusty Stamps <Rusty.Stamps@cnet.com>, Tony Williams <Tony.Williams@cnet.com>

**Subject: Results through 4-14-2020**

**Attached.**

**Linda King**

Simulcast and Mutuel Manager  
Will Rogers Downs, LLC

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# **Email exchange with the state auditor**

**Subject:** Fwd: Conf Call  
**Date:** Tuesday, October 6, 2020 at 10:32:34 AM Central Daylight Time  
**From:** Danielle Barber  
**To:** Danielle Barber  
**Attachments:** Resized\_20200426\_203101.jpeg

Sent from my iPhone

Begin forwarded message:

**From:** Jacky Muse <jmuse@sai.ok.gov>  
**Date:** April 27, 2020 at 3:51:14 PM CDT  
**To:** Shonna Gore <SGore@ohrc.org>, Danielle Barber <dbarber@traoracing.com>, Gerald Richmond <GRichmond@ohrc.org>  
**Cc:** Kelly Cathey <KCathey@ohrc.org>, James Rucker <James.Rucker@ag.ok.gov>  
**Subject:** RE: Conf Call

I am good anytime.

Kelly, I found those old "easel" sheets we used way back when that shows how we were going to break up export commissions.

**From:** Shonna Gore <SGore@ohrc.org>  
**Sent:** Monday, April 27, 2020 3:41 PM  
**To:** Jacky Muse <jmuse@sai.ok.gov>; Danielle Barber <dbarber@traoracing.com>; Gerald Richmond <GRichmond@ohrc.org>  
**Cc:** Kelly Cathey <KCathey@ohrc.org>; James Rucker <James.Rucker@ag.ok.gov>  
**Subject:** Conf Call

Per Kelly,  
He would like to have a conference call to discuss purse money on Wed April 29, 2020, please let me know what time will best fit your schedule and we will try to accommodate starting at 10:00-11:00, 11:00-12:00 or 1:00-2:00pm. Thank you all

*Shonna Gore  
Oklahoma Horse Racing Commission  
Director of Operations, CPO  
405.522.8169 Office  
405.200.8555 Cell*

**CONFIDENTIALITY NOTE:** This e-mail and any attachments are intended solely for the person to which it is addressed and may contain privileged and confidential information protected by law. If you have received this communication in error, please notify the sender immediately by telephone or e-mail, destroy this message and delete any copies held in your electronic files. Unauthorized use and/or re-disclosure may subject you to penalties under applicable state and federal laws.

1a X

0/5 track on 205,6 TRACK  
(RP, BRD, WRD)

1. Amt loaned \$100,000

WPS \$50,000

M<sup>2</sup> 20,000

M<sup>3</sup> 30,000

2. Agreement to 3% of total wages pd to (PR TRACK HOST)

WPS 50,000 x 3% = 1500

M<sup>2</sup> 20,000 x 3% = 600

M<sup>3</sup> 30,000 x 3% = 900

3000

WPS

prize 500  
+ track 833.34  
State tax ~~1666.66~~  
OK

1500

M<sup>2</sup>

~~2000~~ 57  
~~1666.66~~ 30  
57.14  
14.28

600

M<sup>3</sup>

900 x 1.5 = 9.5  
900 x 1.2 = 9.2  
900 x 1.2 = 9.2  
900 x 1.2 = 9.2



**Subject:** RE: Export stuff  
**Date:** Friday, April 17, 2020 at 3:24:22 PM Central Daylight Time  
**From:** Jacky Muse  
**To:** Danielle Barber, Mark Enterline  
**CC:** Mark Hudson, Ryan Parman  
**Attachments:** image002.jpg

Tote handles the exchange rate thing and reports in US \$. Daily rate sites are assigned a % rate based on \$rate divided by handle. (\$500 per day /\$23,285 handle = 2.14%),

**From:** Danielle Barber <[dbarber@traoracing.com](mailto:dbarber@traoracing.com)>  
**Sent:** Friday, April 17, 2020 3:03 PM  
**To:** Jacky Muse <[jmuse@sai.ok.gov](mailto:jmuse@sai.ok.gov)>; Mark Enterline <[mark.enterline@cnet.com](mailto:mark.enterline@cnet.com)>  
**Cc:** Mark Hudson <[mhudson@sai.ok.gov](mailto:mhudson@sai.ok.gov)>; Ryan Parman <[rparman@sai.ok.gov](mailto:rparman@sai.ok.gov)>  
**Subject:** Re: Export stuff

No, none of that makes sense. Export should have no live take out percentages based upon the IHA. What do you do when we have an agreement with a site in a different country that is based upon a daily rate? How do you calculate the taxation or live take-out percentages. Example, Site X bets on a DD, we would take that pool(tote has that by site and pool), multiply times the rate?

**From:** Jacky Muse <[jmuse@sai.ok.gov](mailto:jmuse@sai.ok.gov)>  
**Date:** Friday, April 17, 2020 at 11:41 AM  
**To:** Danielle Barber <[dbarber@traoracing.com](mailto:dbarber@traoracing.com)>, Mark Enterline <[mark.enterline@cnet.com](mailto:mark.enterline@cnet.com)>  
**Cc:** Mark Hudson <[mhudson@sai.ok.gov](mailto:mhudson@sai.ok.gov)>, Ryan Parman <[rparman@sai.ok.gov](mailto:rparman@sai.ok.gov)>  
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The formulas for export are based on the live take-out percentages. Example, Site X bets on a DD, we would take that pool(tote has that by site and pool), multiply times the rate(3.25% in this case). With that total, we then divide that up according the % for licensee, track, statae, bdfsa, for that particular pool. The two percentage columns differ only in that the INTRAsate does not include a state tax % as that has already been calculated at the in-state guest track and would be considered double taxation if included. This is a regular audit step along with tracing handle back thru tote and agreeing then with an actual contractual rate.

I hope this clarifies things, if not let me know.

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Hi Jacky,  
This formula is for import. What I was asking is for export.  
For example, let's say we sell our signal for a fee of 3.25% to Hawthorne, how do you know if the bettor mad a M2 wager or a simple win bet?  
Or am I not understanding?

Danielle Barber  
Executive Director

1 Remington Place  
Oklahoma City, OK 73111  
405-427-8753 (Office)  
405-314-8242 (Cell)  
405-427-7099 (Fax)

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**From:** Jacky Muse <jmuse@sai.ok.gov>  
**Date:** Friday, April 17, 2020 at 9:29 AM  
**To:** Mark Enterline <mark.enterline@cnet.com>, Danielle Barber <dbarber@traoracing.com>  
**Cc:** Mark Hudson <mhudson@sai.ok.gov>, Ryan Parman <rparman@sai.ok.gov>  
**Subject:** Export stuff

### **§3A-205.7A. TELEVISED RACES.**

A. Any organization licensee that accepts full-card out-of-state simulcast wagering at any time during a calendar year shall be required to televise to all other racetracks licensed by the Oklahoma Horse Racing Commission all of its **live races**, or the number of days of its live racing which is equivalent to the number of days of live racing conducted at the receiving track, whichever is less.

Pari-mutuel wagering may be conducted on such races at all other racetracks licensed by the Oklahoma Horse

Racing Commission and may be allowed at their in-state offtrack pari-mutuel wagering facilities or at any other racetrack or entity in another state or country. Money wagered on such races may be placed in separate or common pools as determined by rules of the Oklahoma Horse Racing Commission. A written application to televise a race shall contain the details of such race, its agreements and contracts, and shall be submitted to the Oklahoma Horse Racing Commission for its approval prior to the racing event. Such agreement shall comply with all applicable laws of the United States and the laws of this state. **The proceeds of the agreement shall be distributed in the same manner as money wagered pursuant to the provisions of paragraph 1 of subsection B, in subsection D, and in subsection E of Section 205.6 of this title and Section 208.2 of this title.**

These are the percentages used to calculate "export" fees returned to WRD. I just included

WPS, M2's, and M3's at 21% or 22%

## WRD & RP

### LIVE ON-TRACK

		Interstate	Intrastate		Interstate	
	live	% of	% of	live	% of	
	<u>wps</u>	<u>commission</u>	<u>w/o state</u>	<u>2's</u>	<u>commission</u>	<u>v</u>
track	10	55.56%	62.5000%	10.5	50.00%	5
purse	6	33.33%	37.5000%	8	38.10%	4
state	2	11.11%	0.0000%	2	9.52%	
o.b.d.f.s.a.	<u>0</u>	<u>0.00%</u>	<u>0.0000%</u>	<u>0.5</u>	<u>2.38%</u>	
<b>Commission %</b>	<b>18</b>	100.00%	100.00%	<b>21</b>	100.00%	

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**Date:** Friday, April 17, 2020 at 3:33:34 PM Central Daylight Time  
**From:** Jacky Muse  
**To:** Danielle Barber, Mark Enterline  
**CC:** Mark Hudson, Ryan Parman  
**Attachments:** image003.jpg, image004.jpg

3A-205.7A below. Pari-mutuel wagering may be conducted on such races at all other racetracks licensed by the Oklahoma Racing Commission and may be allowed at their in-state offtrack pari-mutuel wagering facilities or at any other racetrack or entity in another state or country.

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**Subject:** Re: Export stuff

And who decided this? Where is that in statue?

Danielle Barber  
Executive Director

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Oklahoma City, OK 73111  
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Or am I not understanding?

Danielle Barber  
Executive Director



# **Interstate Horseracing Act**

**15 U.S.C.**  
United States Code, 2010 Edition  
Title 15 - COMMERCE AND TRADE  
CHAPTER 57 - INTERSTATE HORSERACING  
From the U.S. Government Printing Office, [www.gpo.gov](http://www.gpo.gov)

## **CHAPTER 57—INTERSTATE HORSERACING**

Sec.  
3001.  
Congressional findings and policy.  
3002.  
Definitions.  
3003.  
Acceptance of interstate off-track wager.  
3004.  
Regulation of interstate off-track wagering.  
3005.  
Liability and damages.  
3006.  
Civil action.  
3007.  
Jurisdiction and venue.

### **§3001. Congressional findings and policy**

(a) The Congress finds that—

(1) the States should have the primary responsibility for determining what forms of gambling may legally take place within their borders;

(2) the Federal Government should prevent interference by one State with the gambling policies of another, and should act to protect identifiable national interests; and

(3) in the limited area of interstate off-track wagering on horseraces, there is a need for Federal action to ensure States will continue to cooperate with one another in the acceptance of legal interstate wagers.

(b) It is the policy of the Congress in this chapter to regulate interstate commerce with respect to wagering on horseracing, in order to further the horseracing and legal off-track betting industries in the United States.

(Pub. L. 95-515, §2, Oct. 25, 1978, 92 Stat. 1811.)

#### **EFFECTIVE DATE**

Section 9 of Pub. L. 95-515 provided that:

"(a) The provisions of this Act [this chapter] shall take effect on the date of enactment of this Act [Oct. 25, 1978], and, except as provided in subsection (b) of this section, shall apply to any interstate off-track wager accepted on or after such date of enactment.

"(b)(1) The provisions of this Act [this chapter] shall not apply to any interstate off-track wager which is accepted pursuant to a contract existing on May 1, 1978.

"(2) The provisions of this Act shall not apply to any form of legal non-parimutuel off-track betting existing in a State on May 1, 1978.

"(3) The provisions of subsection (b) of section 5 of this Act [section 3004(b) of this title] shall not apply to any parimutuel off-track betting system existing on May 1, 1978, in a State which does not conduct parimutuel horseracing on the date of enactment of this Act [Oct. 25, 1978]."

#### SHORT TITLE

Section 1 of Pub. L. 95-515 provided that: "This Act [enacting this chapter] may be cited as the 'Interstate Horseracing Act of 1978'."

### §3002. Definitions

For the purposes of this chapter the term—

(1) "person" means any individual, association, partnership, joint venture, corporation, State or political subdivision thereof, department, agency, or instrumentality of a State or political subdivision thereof, or any other organization or entity;

(2) "State" means each State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and any territory or possession of the United States;

(3) "interstate off-track wager" means a legal wager placed or accepted in one State with respect to the outcome of a horserace taking place in another State and includes pari-mutuel wagers, where lawful in each State involved, placed or transmitted by an individual in one State via telephone or other electronic media and accepted by an off-track betting system in the same or another State, as well as the combination of any pari-mutuel wagering pools;

(4) "on-track wager" means a wager with respect to the outcome of a horserace which is placed at the racetrack at which such horse-race takes place;

(5) "host State" means the State in which the horserace subject to the interstate wager takes place;

(6) "off-track State" means the State in which an interstate off-track wager is accepted;

(7) "off-track betting system" means any group which is in the business of accepting wagers on horseraces at locations other than the place where the horserace is run, which business is conducted by the State or licensed or otherwise permitted by State law;

(8) "off-track betting office" means any location within an off-track State at which off-track wagers are accepted;

(9) "host racing association" means any person who, pursuant to a license or other permission granted by the host State, conducts the horserace subject to the interstate wager;

(10) "host racing commission" means that person designated by State statute or, in the absence of statute, by regulation, with jurisdiction to regulate the conduct of racing within the host State;

(11) "off-track racing commission" means that person designated by State statute or, in the absence of statute, by regulation, with jurisdiction to regulate off-track betting in that State;

(12) "horsemen's group" means, with reference to the applicable host racing association, the group which represents the majority of owners and trainers racing there, for the races subject to the interstate off-track wager on any racing day;

(13) "parimutuel" means any system whereby wagers with respect to the outcome of a horserace are placed with, or in, a wagering pool conducted by a person licensed or otherwise permitted to do so under State law, and in which the participants are wagering with each other and not against the operator;

(14) "currently operating tracks" means racing associations conducting parimutuel horseracing at the same time of day (afternoon against afternoon; nighttime against nighttime) as the racing association conducting the horseracing which is the subject of the interstate off-track wager;

(15) "race meeting" means those scheduled days during the year a racing association is granted permission by the appropriate State racing commission to conduct horseracing;

(16) "racing day" means a full program of races at a specified racing association on a specified day;

(17) "special event" means the specific individual horserace which is deemed by the off-track betting system to be of sufficient national significance and interest to warrant interstate off-track wagering on that event or events;

(18) "dark days" means those days when racing of the same type does not occur in an off-track State within 60 miles of an off-track betting office during a race meeting, including, but not limited to, a dark weekday when such racing association or associations run on Sunday, and days when a racing program is scheduled but does not take place, or cannot be completed due to weather, strikes and other factors not within the control of the off-track betting system;

(19) "year" means calendar year;

(20) "takeout" means that portion of a wager which is deducted from or not included in the parimutuel pool, and which is distributed to persons other than those placing wagers;

(21) "regular contractual process" means those negotiations by which the applicable horsemen's group and host racing association reach agreements on issues regarding the conduct of horseracing by the horsemen's group at that racing association;

(22) "terms and conditions" includes, but is not limited to, the percentage which is paid by the off-track betting system to the host racing association, the percentage which is paid by the host racing association to the horsemen's group, as well as any arrangements as to the exclusivity between the host racing association and the off-track betting system.

(Pub. L. 95-515, §3, Oct. 25, 1978, 92 Stat. 1811; Pub. L. 106-553, §1(a)(2) [title VI, §629], Dec. 21, 2000, 114 Stat. 2762, 2762A-108.)

#### AMENDMENTS

2000—Par. (3). Pub. L. 106-553 inserted "and includes pari-mutuel wagers, where lawful in each State involved, placed or transmitted by an individual in one State via telephone or other electronic media and

accepted by an off-track betting system in the same or another State, as well as the combination of any pari-mutuel wagering pools" after "another State".

### **§3003. Acceptance of interstate off-track wager**

No person may accept an interstate off-track wager except as provided in this chapter.

(Pub. L. 95-515, §4, Oct. 25, 1978, 92 Stat. 1813.)

### **§3004. Regulation of interstate off-track wagering**

#### **(a) Consent of host racing association, host racing commission, and off-track racing commission as prerequisite to acceptance of wager**

An interstate off-track wager may be accepted by an off-track betting system only if consent is obtained from—

##### **(1) the host racing association, except that—**

(A) as a condition precedent to such consent, said racing association (except a not-for-profit racing association in a State where the distribution of off-track betting revenues in that State is set forth by law) must have a written agreement with the horsemen's group, under which said racing association may give such consent, setting forth the terms and conditions relating thereto; provided,

(B) that where the host racing association has a contract with a horsemen's group at the time of enactment of this chapter which contains no provisions referring to interstate off-track betting, the terms and conditions of said then-existing contract shall be deemed to apply to the interstate off-track wagers and no additional written agreement need be entered into unless the parties to such then-existing contract agree otherwise. Where such provisions exist in such existing contract, such contract shall govern. Where written consents exist at the time of enactment of this chapter between an off-track betting system and the host racing association providing for interstate off-track wagers, or such written consents are executed by these parties prior to the expiration of such then-existing contract, upon the expiration of such then-existing contract the written agreement of such horsemen's group shall thereafter be required as such condition precedent and as a part of the regular contractual process, and may not be withdrawn or varied except in the regular contractual process. Where no such written consent exists, and where such written agreement occurs at a racing association which has a regular contractual process with such horsemen's group, said agreement by the horsemen's group may not be withdrawn or varied except in the regular contractual process;

##### **(2) the host racing commission;**

##### **(3) the off-track racing commission.**

#### **(b) Approval of tracks as prerequisite to acceptance of wager; exceptions**

(1) In addition to the requirement of subsection (a) of this section, any off-track betting office shall obtain the approval of—

(A) all currently operating tracks within 60 miles of such off-track betting office;  
and

(B) if there are no currently operating tracks within 60 miles then the closest currently operating track in an adjoining State.

**Will Rogers Downs**  
**Horsemen's Agreement**  
**#19 Sending of Simulcast**  
**Signal**

## **2020 TRAO / WILL ROGERS DOWNS, LLC AGREEMENT**

This agreement made and entered into this 5<sup>th</sup> day of August, 2019 between Will Rogers Downs, LLC hereinafter referred to as (WRD), and the Oklahoma HBPA, Inc. d.b.a. Thoroughbred Racing Association of Oklahoma hereinafter referred to as the (TRAO).

**WHEREAS**, WRD is a duly constituted licensee under Oklahoma law to conduct thoroughbred race meeting(s) at its facilities in Claremore, Oklahoma during 2020, and;

**WHEREAS**, the TRAO is the organization duly elected to represent the horsemen who own and train horses participating in the 2020 meeting that includes thoroughbred racing, and;

**WHEREAS**, the Oklahoma Horse Racing Commission (OHRC) rules contemplate that the parties will negotiate a written agreement covering the conditions for such a race meeting;

Now, therefore in consideration of the covenants and promises made by each party, the parties hereby agree, as follows;

### **1. TERMS OF AGREEMENT:**

This agreement and written amendments here to shall be effective January 1, 2020, through December 31, 2020.

### **2. EXCLUSIVE REPRESENTATIVE:**

WRD does hereby recognize the TRAO as the exclusive representative of thoroughbred horsemen racing at WRD. The TRAO represents that it is the duly elected representative of all thoroughbred horsemen participating in thoroughbred racing at WRD. WRD shall provide adequate office space on the backside near the racing office, accessible to the horsemen throughout the thoroughbred meet, as well as access to high speed internet or wireless access in that office. WRD will also provide, at no charge, the TRAO, read only access to Incompass Solutions. WRD and TRAO shall meet prior to the 2020 thoroughbred meet and will negotiate an agreement for the 2020 meet.

### **3. ESTABLISHMENT OF A DAILY PURSE SCHEDULE:**

Prior to the start of the 2020 race meeting that includes live races for thoroughbreds, WRD and the TRAO shall estimate purse monies and shall discuss and enter into agreement for establishing a daily purse schedule and an overnight purse structure for the 2020 live thoroughbred meeting. The goal in establishing a daily purse schedule is to maintain consistent overnight purses

throughout the entire meeting. WRD shall not enter into a contract involving payment of horsemen's purse money without notice and approval of the TRAO and the OHRC. The TRAO and WRD will diligently work jointly to establish means of creating a daily purse structure that is competitive with purse structures of similarly situated racetracks in surrounding states.

**4. ADJUSTMENT TO DAILY PURSE SCHEDULE:**

WRD shall consult with the TRAO prior to any adjustment to the purse structure, in order to maintain purse amounts within the limits set forth in the OHRC Rules of Racing. Should such adjustment require an increase in purses, the increase shall be made only in the overnight purse structure and shall be uniform by percentage for all classes of overnight races. Should such adjustment require a decrease in purses, any decrease shall be made in the Stakes/Sweepstakes program.

**5. DISTRIBUTION OF PURSE MONIES:**

Distribution of purse monies for the 2020 race meeting that includes live thoroughbred racing shall be in accordance with the OHRC Rules of Racing.

**6. OVERPAYMENT/UNDERPAYMENT OF PURSE MONIES:**

In the event that WRD overpays or underpays purse monies during the 2020 thoroughbred race meeting, recoupment or supplemental payment of such amounts shall be governed by the OHRC Rules of Racing, unless stipulated by mutual agreements reached between the TRAO and WRD.

**7. TRAO FUNDING:**

WRD shall deduct an amount equal to two percent (2%) from the gross purse award to each horse owner for the TRAO and the Oklahoma Horsemen's Assistance Fund. One-half of the deduction shall be paid to the TRAO for administrative purposes; one-half of the deduction shall be paid to the Oklahoma Horsemen's Assistance Fund for benevolence purposes. WRD shall make these respective payments within ten (10) calendar days after the end of each month, with the last payment to be made within ten (10) calendar days of the close of the live meeting. Each horse owner shall have the option to opt-out of such deduction in writing. (See Exhibit 'A')

**8. STARTER FEE:**

A starter fee of five dollars (\$5.00) will be charged to fund the Thoroughbred Political Action Committee (TPAC), unless the option to be excluded in written form is exercised. Payment of the above will be made payable to the TPAC within ten (10) calendar days after the completion of each month. (See Exhibit 'B')

**9. TRAO INDEMNIFICATION:**

The TRAO hereby agrees to defend, indemnify and hold WRD harmless for any claim, demand, suit or action resulting from any deduction from purse monies paid to the TRAO and TPAC pursuant to this agreement.



**10. NOTICE TO HORSEMEN:**

Notice of payments to the TRAO and deductions for the TPAC, as provided in this section, shall be given to all horsemen by a prominent statement contained within each condition book. Said notice shall, in addition, inform horsemen of their right to be excluded from the TRAO deductions and benefits that are generated by pari-mutuel wagers and all TPAC deductions. Such exclusions can be accomplished by executing an exclusion form(s) in the Horsemen's Bookkeeper office prior to participation in a race.

**11. FACILITIES:**

WRD agrees to make available backside facilities to participating horsemen including but not limited to; (barns, main track, hot walking machines, dormitory rooms. WRD also agrees to maintain the track six days a week so that it's in racing/training condition for use by the horsemen, weather permitting, from thirty (30) calendar days in advance of the first race day, to ten (10) calendar days following the final race day of the 2020 meeting. WRD will open said facilities to horsemen January 1, 2020 with charge until the above-mentioned time frame. If any cancellation of racing or training occurs, an alternate schedule shall be determined by mutual agreement between the TRAO and WRD.

**12. UNIFORM SCRATCH RULE:**

The scratch rules will be posted at the beginning of the race meet on the bulletin boards and published in the condition book, and cannot be altered without the permission of the TRAO.

**13. MONOPOLIES:**

WRD agrees that it will not, by means of Agreement or otherwise; seek to establish or impose upon horsemen a monopoly concerning products, horseshoers, feed vendors, tack suppliers or any other suppliers or service providers customarily used by horsemen.

**14. FARRIER:**

WRD will provide a qualified, licensed farrier in the paddock and said farrier will remain on duty until after the last race is run each day.

**15. STALL ALLOCATION/STABLE AREA:**

Not more than twenty-eight (28) stalls will be approved or allotted for a single stable. Stalls will be awarded based on past participation and the other criteria listed. All stables are to be treated in an equal and uniform manner. In the allocation and assignment of stall space, WRD will not discriminate in any way against any owner or trainer by reason of membership in any horsemen's organization or for any other reason not associated with the criteria listed below. It is the intention of WRD that stall allocations shall be made primarily on the basis of quality and condition of the horses for which stall spaces are requested, upon the availability of stall space, and upon the qualifications and reputation of the owner or trainer involved, taking into consideration for

character of the meet contemplated to be held by WRD and the horses and trainers suitable for the holding of such meet.

(15.1) If an owner or trainer asserts that WRD discriminated against him/her on such grounds, then the owner or trainer claiming to be so aggrieved, shall submit his/her claim to the TRAO or an appropriate committee of the TRAO for examination. If the TRAO believes the claim to have merit, it shall be entitled to present the merits of grievance on behalf of such owner or trainer to WRD.

(15.2) The TRAO agrees to make a reasonable effort and exercise such authority it may possess to induce and persuade all horsemen to encourage cleanliness of all shedrows, storage and other areas surrounding barns, tack rooms, feed rooms, living quarters and bathrooms, and to refrain from making alterations. Without specific approval from WRD's superintendent or stall supervisor, to discourage hot plates and smoking in the stable areas, to refrain from installing electrical connections without a licensed electrician and approval from WRD's superintendent, and to refrain from parking in no parking areas where designated as such. The substance of this paragraph shall be published in at least one (1) of the following publications; WRD Track Rules, WRD Condition Book.

#### **16. FIRST TIME STARTERS:**

Prior to entry, first time starters must receive approval from an OHRC licensed starter. In addition, first time starters must have two (2) approved published works within sixty (60) days of a race, one (1) of which must be at least three (3) furlongs from the gate with company.

#### **17. RACE CANCELLATION:**

WRD shall not without the approval of the TRAO, delete any regularly scheduled race in the condition book if eight (8) or more betting interests exist. Substitute races are listed in the condition book, but are not considered regularly scheduled races. All proposed races set forth in the condition book, including substitute races shall be preferred before the use of an extra race, (i.e. a race not set forth in the condition book as a regular race or a substitute race for a particular day) except for Oklahoma Bred substitute races provided that the Oklahoma Bred requirement is already met by the condition book. However, WRD may use an extra race in lieu of a substitute race if said extra race was a previously scheduled race in the condition book. Any regularly scheduled race in the condition book that is declared "off", shall be replaced by a substitute race, an extra race, or an alternate distance race provided eight (8) or more betting interests exist for such race. Concurrently with the publication of the overnight listings of races and entries, WRD shall post a listing of races not used and the names of the trainers who had horses entered in such races. (The preceding paragraph of this Agreement, shall be posted in the racing office)

**18. RECEIPT OF SIMULCASTS:**

In the event WRD desires to receive simulcasts from other racetracks and provide pari-mutuel wagering opportunities at WRD, permission shall be secured from the official horsemen's group at the host track in accordance with the Interstate Horseracing Act of 1978 (U.S. Code; Title 15, Chapter 57) and wagering on such races shall be conducted in accordance with the applicable laws and the OHRC Rules of Racing. The "Net Take" after distribution to the State of Oklahoma and the host facility shall be divided in accordance with Oklahoma Statute Title 3A (O.S. Sec. 205.7). Said purse monies shall be distributed as directed by the OHRC. The amounts to be distributed as purses shall be deposited in the horsemen's trust account for the purse fund on a daily basis. WRD shall provide the TRAO with an accounting of distributions made from the simulcast pari-mutuel pool on a weekly basis. Simulcast reports to the TRAO shall include tote hub reports on a weekly basis.

**19. SENDING OF SIMULCASTS:**

In the event WRD desires to export their live thoroughbred signal to any other racetrack or pari-mutuel wagering facility, express written permission shall be first obtained from the TRAO in accordance with the requirements of the Interstate Horseracing Act of 1978 (U.S. Code; Title 15, Chapter 57), and WRD shall comply with all applicable federal and state laws and the OHRC Rules of Racing, and shall hold the TRAO harmless from any liability thereto. WRD will not sell its thoroughbred signal for less than three percent (3%) without permission from the TRAO, and whatever amount the signal is sold, one-half (1/2) will be paid to thoroughbred horsemen purses. The amount derived from exporting live thoroughbred signals to other racetracks or pari-mutuel facilities that go to thoroughbred purse monies shall be deposited in the Horsemen's Trust account for the purse fund on a daily basis.

**20. HORSEMEN'S SEATING:**

WRD shall provide, free of charge, a designated seating area for owners or trainers participating in live racing at WRD.

**21. HORSEMEN'S PARKING:**

WRD shall provide, free of charge, restricted parking spaces, within the backside enclosure, for licensed owners and trainers participating in racing at WRD.

**22. FIRE INSURANCE:**

There is presently in existence a fire and disaster insurance plan under the auspices of the National HBPA, whereby insurance is provided by a reputable insurance company selected by the National HBPA which, with certain limitations, compensates the owners or trainers of horses for the loss of their thoroughbred racehorses, tack, etc. due to fire or disaster. Racing Associations assist in providing financing for this program, and for purposes of determining the amount of contribution,

are grouped into categories on the basis of volume of business. WRD, as signatory of this Agreement, hereby agrees to pay its portion as specified in the National HBPA invoice dated January 1, 2020 of the annual premium for the National HBPA Fire and Disaster Program in effect during the term of this Agreement. The participation by WRD as an insured under the Fire/Disaster policy does not in any way prevent the owner or trainer from such legal action, if any, which might otherwise be available to that person against WRD, or the TRAO for losses in excess of policy limits (\$25,000 per horse) suffered by said owner or trainer as a consequence of the negligence or willful misconduct of WRD or the TRAO. The TRAO agrees that owners or trainers, beneficiaries of this policy, will attempt to collect for insured losses under this policy prior to filing any claim against WRD or its insurer, and that in no event will such owners and trainers claim or seek recovery from WRD or its insurer for any loss, compensation or payment received pursuant to a claim made under the policy issued to the National Horsemen's Administration Corporation and the National HBPA. The TRAO shall post notice of the details of this policy, and benefits available in a visible location in their office which is accessible to all horsemen. The TRAO agrees to provide WRD within thirty (30) days of the date of execution of this agreement, a copy of the policy and application endorsements. The TRAO represents that it has made a reasonable inquiry, and to the best of its knowledge warrants that the insurance policy and premium provided for in this paragraph have been obtained through negotiations, and neither the TRAO nor the National HBPA receive any direct or indirect benefit from the premium charged or the insurer. Further, the TRAO agrees to provide sufficient evidence of the total premium charged and documentation supporting the allocation of the premium among the participating tracks.

**23. LIABILITY INSURANCE:**

The TRAO will encourage horsemen which it represents to carry and keep in force public liability insurance covering personal injury or property damage and such other insurance as may be necessary to protect WRD, its employees, agents and patrons from any damage from personal injury or property damage caused by or resulting from the negligence or intentional acts of the horsemen, their employees or agents. The substance of this paragraph shall be published in one (1) or more of the following; WRD Track Rules or WRD.

**24. FIRST AID STATION:**

WRD agrees to operate first aid facilities in accordance with the OHRC Rules of Racing.

**25. PUBLICATIONS:**

WRD shall provide the TRAO a stall application, proposed condition book and proposed purse schedule for the upcoming meet for review at least two (2) weeks prior to being sent for publication.

**26. PURSE NOTICES:**

WRD will provide weekly information regarding pari-mutuel handle, average daily handle, stakes percentages, purse percentages, breakage information, electronic gaming revenue, including win-per-machine information (Daily Pay-Out Sheet).

**27. TRACK COMMITTEE:**

A track committee shall be created consisting of; WRD's General Manager, Racing Secretary and other administrative officials designated by WRD, along with; five (5) members of the TRAO, provided two (2) of the five (5) TRAO members shall be from the fifteen (15) owners or trainers who won the most races at the 2019 thoroughbred race meeting. It shall be the responsibility of the track committee to amicably and equitably adjust and resolve any problems which may arise concerning thoroughbred horsemen at WRD. Said committee shall meet no less than once every two (2) weeks during the live meeting, without mutual consent of WRD and the TRAO.

**28. AMENDMENTS:**

The terms and conditions of this contract may be modified or amended only by mutual consent of both parties in writing and must be approved by the OHRC. The parties hereto agree that there are no representations, understanding, stipulations or other agreement which are not incorporated herein.

**29. SEVERABILITY:**

If any provision of this Agreement shall be held to be void or un-enforceable for any reason, the remaining terms and provisions hereof shall not be affected hereby.

**30. BINDING:**

This agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement is intended to fully comply with Oklahoma Statutes and the OHRC Rules of Racing. The TRAO acknowledges this Agreement is binding on all thoroughbred horsemen at WRD, and agrees to exercise and apply such authority as it may possess to require all horsemen at WRD to comply with this Agreement.

**31. AUTHORITY TO EXECUTE AGREEMENT:**

The TRAO and WRD represent they are a validly incorporated corporation in good standing with the State of Oklahoma, and that all necessary legal and corporate authority has been obtained to execute this agreement.

**32. ERROR/OMISSION IN PRINTED MATERIAL:**

The parties agree and acknowledge that WRD will exercise its best efforts to be accurate in printed material distributed to the horsemen, but that WRD is not responsible for inadvertent errors, omissions or mistakes which might occur in the printing and/or distribution of stakes books, condition books, overnights, stall applications or any other printed material distributed to

horsemen at WRD. In the event of a dispute between the parties as to whether a mistake, including an omission, in the printed material in inadvertent, the parties agree that the OHRC shall have the authority to resolve such a dispute.

**33. JURISDICTION/VENUE AND CHOICE OF LAW:**

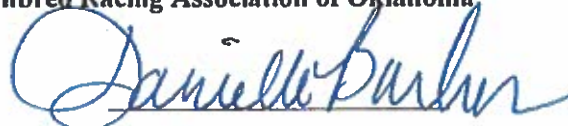
The parties agree that jurisdiction and venue to resolve disputes arising from this Agreement shall be in the OHRC, the District Court of Rogers County, Claremore, Oklahoma or the U.S. District Court of the Northern District of Oklahoma, as determined under State or Federal law, whichever is appropriate. In the event an action is brought in Federal Court, the parties agree that Oklahoma law shall apply.

**34. POSTING:**

All condition books and stall applications shall contain a statement identifying the location where this agreement will be posted or how copies of this Agreement may be obtained.


IN WITNESS THEREOF, the parties ~~have~~ caused this Agreement to be executed by their duly authorized officers, and effective this 5th day of August 2019.

ATTEST: Oklahoma HBPA / D.B.A Thoroughbred Racing Association of Oklahoma



Danielle Barber, Executive Director

ATTEST: Will Rogers Downs, LLC

DocuSigned by:  
  
58F76E9035F0170

Shawn Slaton, Manager



"Exhibit A"



**PARTICIPATION OPTION FOR HORSEMEN AT WILL ROGERS DOWNS REGARDING  
FINANCIAL SUPPORT OF HORSEMEN'S REPRESENTATIVE**

In the State of Oklahoma, horsemen have the right to decide if they do or do not want to financially support the Horsemen's Representative at Will Rogers Downs. If you or your authorized agent sign and return this form, you will be excluded from membership in the Oklahoma HBPA /DBA Thoroughbred Racing Association of Oklahoma (TRAO). With the exclusion of membership, the undersigned acknowledges that he or she is disqualified from any and all benefits of the TRAO. Once you sign this form, you may not rejoin the TRAO until the commencement of the next live race meeting in Oklahoma where thoroughbred racing is conducted.

The undersigned hereby exercises his/her/their option to not participate in the contribution to the TRAO of one (1) percent to TRAO and one (1) percent to TRAO Benevolence of all purse monies from the undersigned horsemen's account pursuant to the agreement between TRAO and Will Rogers Downs. **(MAXIMUM DEDUCTION PER RACE \$600)**

**AS STATED ABOVE, ONCE THIS FORM IS EXECUTED, MEMBERSHIP IS FORFEITED IN THE TRAO UNTIL THE COMMENCEMENT OF THE NEXT LIVE RACE MEETING IN OKLAHOMA WHERE THOROUGHBRED RACING IS CONDUCTED.**

**OPT-OUT FORM(S) MUST BE COMPLETED IN FULL**

NAME (PRINT) \_\_\_\_\_

ACCOUNT TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

"Exhibit B"



**PARTICIAPTION OPTION FOR THOROUGHBRED HORSEMEN THOROUGHBRED  
POLITICAL ACTION COMMITTEE (TPAC)**

The undersigned hereby exercises his/her/their option to not participate in the contribution to the TPAC of five dollars (\$5.00) per start from the undersigned horsemen's purse account pursuant to the agreement between the OKHBPA and Will Rogers Downs.

This section shall be effective as of the date set forth below and shall remain in effect until revoked in writing by the undersigned, but in NO event shall be effective beyond MAY 31, 2020.

NAME (PRINT) \_\_\_\_\_

ACCOUNT TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**Global Gaming RP, LLC**  
**Horsemen's Agreement**  
**#22 Sending of Simulcast**  
**Signal**

## **2020 TRAO/GLOBAL GAMING RP, LLC AGREEMENT**

This agreement made and entered into this 7th day of August, 2019 between Global Gaming RP, LLC hereinafter referred to as (RP), and the Oklahoma HBPA, Inc. D.B.A. Thoroughbred Racing Association of Oklahoma hereinafter referred to as the (TRAO).

**WHEREAS**, RP is a duly constituted licensee under Oklahoma law to conduct thoroughbred race meeting(s) at its facilities in Oklahoma City, Oklahoma, during 2020, and;

**WHEREAS** the TRAO is the organization duly elected to represent the horsemen who own and train horses participating in the 2020 meeting that includes thoroughbred racing, and;

**WHEREAS**, the Oklahoma Horse Racing Commission (OHRC) rules contemplate the parties will negotiate a written agreement covering the conditions for such a race meeting;

Now, therefore in consideration of the covenants and promises made by each party, the parties hereby agree, as follows;

### **1. TERMS OF AGREEMENT:**

This agreement and written amendments hereto shall be effective January 1, 2020, through December 31, 2020.

### **2. EXCLUSIVE REPRESENTATIVE:**

RP does hereby recognize the TRAO as the exclusive representative of thoroughbred horsemen racing at RP. The TRAO represents that it is the duly elected representative of all thoroughbred horsemen participating in thoroughbred racing at RP. RP shall provide adequate office space on the backside near the racing office, accessible to the horsemen throughout the year, as well as access to high speed internet or wireless access in that office. RP will also provide, at no charge to the TRAO, read only access to Incompass Solutions. RP and the TRAO shall meet prior to the 2020 thoroughbred meet and will negotiate an agreement for the 2020 meet.

### **3. ESTABLISHMENT OF A DAILY PURSE SCHEDULE:**

Prior to the start of the 2020 race meeting that includes live races for thoroughbreds, RP and the TRAO shall estimate purse monies and shall discuss and enter into agreement for establishing a

daily purse schedule and an overnight purse structure for the 2020 live thoroughbred meeting. The goal in establishing the daily purse schedule is to maintain consistent overnight purses throughout the entire meeting. RP shall not enter into a contract involving payment of horsemen's purse money without notice and approval of the TRAO and the OHRC. The TRAO and RP will diligently work jointly to establish means of creating a daily purse structure that is competitive with purse structures of similarly situated racetracks in surrounding states.

**4. ADJUSTMENT TO DAILY PURSE SCHEDULE:**

RP shall consult with the TRAO prior to any adjustment to the purse structure, in order to maintain purse amounts within the limits set forth in the OHRC Rules of Racing. Should such adjustment require an increase in purses, the increase shall be made only in the overnight purse structure and shall be uniform by percentage for all classes of overnight races. Should such adjustment require a decrease in purses, any decrease shall be made in the Stakes/Sweepstakes program.

**5. DISTRIBUTION OF PURSE MONIES:**

Distribution of purse monies for the 2020 race meeting that includes live thoroughbred racing shall be in accordance with the OHRC Rules of Racing.

**6. ALLOCATION OF PURSE MONIES TO STAKES RACES:**

Of the monies allocated for purses, an amount not to exceed seventeen percent (17%) may be used for Stakes/Sweepstakes, Handicaps, or Invitational Races. This provision shall not be regarded as including; Overnight Stakes/Sweepstakes, Handicaps, or Invitational Races which offer purses not exceeding one hundred twenty-five percent (125%) of the value of the largest purse offered on regularly carded overnight races. In the carding of such Overnight races, there shall be an attempt to structure said races to where the winning horse of such race would receive 'Black Type' status. Any sponsorship monies specifically designated to the purse of any race shall not be subject to any administrative fees or other encumbrances. Any adjustment to the percentage above shall be with the mutual consent of the TRAO and RP.

**7. OVERPAYMENT/UNDERPAYMENT OF PURSE MONIES:**

In the event RP overpays or underpays purse monies during the 2020 thoroughbred race meeting, recoupment or supplemental payment of such amounts shall be governed by the OHRC Rules of Racing, unless stipulated by mutual agreements reached between the TRAO and RP.

**8. INTEREST PAYMENTS TO HORSEMEN'S PURSE ACCOUNT:**

RP shall pay to the thoroughbred purse account all interest monies earned and accrued on their

behalf from all sources of revenue (Pari-Mutuel & Gaming monies).

**9. TRAO FUNDING:**

RP shall deduct an amount equal to two percent (2%) from the gross purse award to each horse owner for the TRAO and the Oklahoma Horsemen's Assistance Fund. One-half of the deduction shall be paid to the TRAO for administrative purposes; one-half of the deduction shall be paid to the Oklahoma Horsemen's Assistance Fund for benevolence purposes. RP shall make these respective payments within ten (10) calendar days after the end of each month, with the last payment to be made within ten (10) calendar days of the close of the live meeting. Each horse owner shall have the option to opt-out of such deduction in writing. (See Exhibit 'A')

**10. STARTER FEE:**

A starter fee of five dollars (\$5.00) will be charged to fund the Thoroughbred Political Action Committee (TPAC), unless the option to be excluded in written form is exercised. Payment of the above will be made payable to the TPAC within ten (10) calendar days after the completion of each month. (See Exhibit 'B')

**11. TRAO INDEMNIFICATION:**

The TRAO hereby agrees to defend, indemnify and hold RP harmless for any claim, demand, suit or action resulting from any deduction from purse monies paid to the TRAO and TPAC pursuant to this agreement.

**12. NOTICE TO HORSEMEN:**

Notice of payments to the TRAO and deductions for the TPAC as provided in this section shall be given to all horsemen by a prominent statement contained within each condition book. Said notice shall, in addition, inform horsemen of their right to be excluded from the TRAO deductions and benefits that are generated by pari-mutuel wagers and all TPAC deductions. Such exclusions can be accomplished by executing an exclusion forms(s) in the Horsemen's Bookkeeper office prior to participation in a race.

**13. FACILITIES:**

RP agrees to make available backside facilities to participating horsemen including but not limited to; (track kitchen, food truck(s), barns, main track, hot walking machines, dormitory rooms, etc.) RP also agrees to maintain the track daily so that it's in racing or training condition for use by the horsemen, weather permitting, from thirty (30) calendar days in advance of the first race day to ten (10) calendar days following the final race day of the 2020 meeting. If any cancellation of racing or training occurs, an alternate schedule shall be determined by mutual

agreement between the TRAO and RP.

**14. UNIFORM SCRATCH RULE:**

The scratch rule will be posted at the beginning of the race meet on the bulletin boards and published in the condition book, and cannot be altered without the permission of the TRAO.

**15. MONOPOLIES:**

RP agrees that it will not, by means of Agreement or otherwise; seek to establish or impose upon horsemen a monopoly concerning products, horseshoers, feed vendors, tack suppliers or any other suppliers or service providers customarily used by horsemen.

**17. FARRIER:**

RP will provide a qualified, licensed farrier in the paddock and said farrier will remain on duty until after the last race is run each day.

**18. STALL ALLOCATION/STABLE AREA:**

Not more than forty (40) stalls will be approved or allotted for a single stable. All stables are to be treated in an equal and uniform manner. In the allocation and assignment of stall space, RP will not discriminate, in any way, against any owner or trainer by reason of membership in any horsemen's organization or for any other reason not associated with the criteria listed below. It is the intention of RP that stall allocations shall be made primarily on the basis of quality and condition of the horses for which stall spaces are requested, upon the availability of stall space, and upon the qualifications and reputation of the owner or trainer involved, taking into consideration for character of the meet contemplated to be held by RP and the horses and trainers suitable for the holding of such meet.

(18.1) If an owner or trainer asserts that RP discriminated against him/her on such grounds, then the owner or trainer claiming to be so aggrieved, shall submit his/her claim to the TRAO or an appropriate committee of the TRAO for examination. If the TRAO believes the claim to have merit, it shall be entitled to present the merits of grievance on behalf of such owner or trainer to RP.

(18.2) The TRAO agrees to make a reasonable effort and exercise such authority it may possess to induce and persuade all horsemen to encourage cleanliness of all shed rows, storage and other areas surrounding barns, tack rooms, feed rooms, living quarters and bathrooms and to refrain from making alterations. The TRAO agrees to discourage the use of hot plates, smoking in the stable areas, to refrain from installing electrical connections without a licensed electrician and approval from RP's superintendent, and to refrain from parking in no parking areas where designated as such. The substance of this paragraph shall be published in at least one (1)

of the following publications: RP Track Rules, RP Condition Book.

**19. FIRST TIME STARTERS:**

Prior to entry, first time starters must receive approval from an OHRC licensed starter. In addition, first time starters must have two (2) approved published works within sixty (60) days of a race, one (1) of which must be at least three (3) furlongs from the gate with company.

**20. RACE CANCELLATION:**

RP shall not, without the approval of the TRAO, delete any regularly scheduled race in the condition book if eight (8) or more betting interest exist. Substitute races are considered regularly scheduled races. All proposed races set forth in the condition book, including substitute races shall be preferred before the use of an extra race.

However, RP shall use an extra race in lieu of a substitute race if the said extra race was a scheduled (sub race) race in the condition book from the previous entry day, if eight (8) or more betting interest exists.

Any regularly scheduled race in the condition book that is declared "off", shall be replaced by a substitute race, an extra race or an alternate distance race provided eight (8) or more betting interests exist for such race. Concurrently with the publication of the overnight listings of races and entries, RP shall post a listing of races not used and the names of the trainers who had horses entered in such races. (The preceding paragraph of this Agreement, shall be posted in the racing office).

**21. RECEIPT OF SIMULCASTS:**

In the event RP desires to receive simulcasts from other racetracks and provide pari-mutuel wagering opportunities at RP, permission shall be secured from the official horsemen's group at the host track in accordance with the Interstate Horseracing Act of 1978 (U.S. Code; Title 15, Chapter 57) and wagering on such races shall be conducted in accordance with the applicable laws and the OHRC Rules of Racing. The "Net Take" after distribution to the State of Oklahoma and the host facility shall be divided in accordance with Oklahoma Statute Title 3A (O.S. Sec. 205.7). Said purse monies shall be distributed as directed by the OHRC. The amounts to be distributed as purses shall be deposited in the Horsemen's Trust account for the purse fund on a daily basis. RP shall provide the TRAO with an accounting of distributions made from the simulcast pari-mutuel pool on a weekly basis. Simulcast reports to the TRAO shall include tote hub reports on a weekly basis.

**22. SENDING OF SIMULCASTS:**

In the event RP desires to export their live thoroughbred signal to any other racetrack or pari-mutuel wagering facility, express written permission shall be first obtained from the TRAO in accordance with the requirements of the Interstate Horseracing Act of 1978 (U.S. Code; Title 15, Chapter 57), and RP shall comply with all applicable federal and state laws and the OHRC Rules of Racing, and shall hold the TRAO harmless from any liability thereto. RP will not sell its thoroughbred signal for less than three percent (3%) without permission from the TRAO, and whatever amount the signal is sold, one half (1/2) will be paid to thoroughbred horsemen purses. The amount derived from exporting live thoroughbred signals to other racetracks or pari-mutuel facilities that go to thoroughbred purse monies shall be deposited in the Horsemen's Trust account for the purse fund on a daily basis. RP shall provide the TRAO with an accounting of distributions made from the simulcast pari-mutuel pool on a weekly basis. Simulcast reports to the TRAO shall include tote hub reports on a weekly basis.

**23. HORSEMEN'S SEATING:**

RP shall provide, free of charge, one (1) box in RP's Club One area on a daily basis for owners or trainers that have horses racing on the current program.

**24. HORSEMEN'S PARKING:**

RP shall provide, free of charge, restricted parking spaces for licensed owners and trainers participating in racing at RP.

**25. HORSEMEN'S SERVICE:**

RP shall designate a Horsemen's Service Representative to assist horsemen with needed services. The Horseman's Service Representative shall contact owners and or trainers who have stakes horses entered in stakes events regarding lodging, ground or air transportation for horses, and any reservation needs at RP. On a daily basis for the thoroughbred meet, RP agrees to provide twelve (12) tables in Silks Restaurant to the Horsemen's Service Representative.

**26. FIRE INSURANCE:**

There is presently in existence a fire and disaster insurance plan under the auspices of the National HBPA, whereby insurance is provided by a reputable insurance company selected by the National HBPA which, with certain limitations, compensates the owners or trainers of horses for the loss of their thoroughbred racehorses, tack, etc. due to fire or disaster. Racing Associations assist in providing financing for this program, and for the purposes of determining the amount of



contribution, are grouped into categories on the basis of volume of business. RP, as signatory of this Agreement, hereby agrees to pay its portion as specified in the National HBPA invoice dated January 1, 2020 of the annual premium for the National HBPA Fire and Disaster Program in effect during the term of this Agreement. The participation by RP as an insured under the Fire/Disaster policy does not in any way prevent the owner or trainer from such legal action, if any, which might otherwise be available to that person against RP, or the TRAO for losses in excess of policy limits (\$25,000 per horse) suffered by said owner or trainer as a consequence of the negligence or willful misconduct of RP or the TRAO. The TRAO agrees that owners or trainers as beneficiaries of this policy will attempt to collect for insured losses under this policy prior to filing any claim against RP or its insurer, and that in no event will such owners and trainers claim or seek recovery from RP or its insurer for any loss, compensation or payment received pursuant to a claim made under the policy issued to the National Horsemen's Administration Corporation and the National HBPA. The TRAO shall post notice of the details of this policy, and benefits available in a visible location in their office which is accessible to all horsemen. The TRAO agrees to provide RP within thirty (30) days of the date of execution of this agreement, a copy of the policy and application endorsements. The TRAO represents that it has made a reasonable inquiry, and to the best of its knowledge warrants the insurance policy and premium provided for in this paragraph have been obtained through negotiations, and neither the TRAO nor the National HBPA receive any direct or indirect benefit from the premium charged or the insurer. Furthermore, the TRAO agrees to provide sufficient evidence of the total premium charged and documentation supporting the allocation of the premium among the participating tracks.

**27. LIABILITY INSURANCE:**

The TRAO will encourage horsemen, which it represents, to carry and keep in force public liability insurance covering personal injury or property damage and such other insurance as may be necessary to protect RP, its employees, agents and patrons from any damage from personal injury or property damage caused by or resulting from the negligence or intentional acts of the horsemen, their employees or agents. The substance of this paragraph shall be published in one (1) or more of the following RP Track Rules, RP Condition Book.

**28. FIRST AID STATION:**

RP agrees to operate first aid facilities in accordance with the OHRC Rules of Racing.



**29. PUBLICATIONS:**

RP shall provide the TRAO a stall application, proposed condition books and proposed purse schedule for the upcoming meet for review at least two (2) weeks prior to being sent for publication.

**30. PURSE NOTICES:**

RP will provide weekly information regarding pari-mutuel handle, average daily handle, stakes percentages, purse percentages, breakage information, electronic gaming revenue, including win-per-machine information (Daily Pay-Out Sheet).

**31. TRACK COMMITTEE:**

A track committee shall be created consisting of: RP's General Manager, Racing Secretary and other administrative officials designated by RP, along with seven (7) members of the TRAO, provided three (3) of the seven (7) TRAO members shall be from the fifteen (15) owners or trainers who won the most races at the 2019 thoroughbred race meeting. It shall be the responsibility of the track committee to amicably and equitably adjust and resolve any problems which may arise concerning thoroughbred horsemen at RP. Said committee shall meet no less than once every two (2) weeks during the live race meet, unless otherwise agreed by mutual consent of RP and the TRAO.

**32. AMENDMENTS:**

The terms and conditions of this contract may be modified or amended only by mutual consent of both parties in writing and must be approved by the OHRC. The parties hereto agree that there are no representations, understanding, stipulations or other agreement which are not incorporated herein.

**33. SEVERABILITY:**

If any provision of this Agreement shall be held to be void or un-enforceable for any reason, the remaining terms and provisions hereof shall not be affected hereby.

**34. BINDING:**

This agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement is intended to fully comply with Oklahoma Statutes and the OHRC Rules of Racing. The TRAO acknowledges this Agreement is binding on all thoroughbred horsemen at RP, and agrees to exercise and apply such authority as it may possess to require all horsemen at RP to comply with this Agreement.

**35. AUTHORITY TO EXECUTE AGREEMENT:**

The TRAO and RP represent they are a validly incorporated corporation in good standing with the State of Oklahoma, and that all necessary legal and corporate authority has been obtained to execute this agreement.

**36. ERROR/OMISSION IN PRINTED MATERIAL:**

The parties agree and acknowledge that RP will exercise its best efforts to be accurate in printed material distributed to the horsemen, but that RP is not responsible for inadvertent errors, omissions or mistakes which might occur in the printing and/or distribution of stakes books, condition books, overnights, stall applications or any other printed material distributed to horsemen at RP. In the event of a dispute between the parties as to whether a mistake, including an omission, in the printed material is inadvertent, the parties agree that the OHRC shall have the authority to resolve such a dispute.

**37. JURISDICTION/VENUE AND CHOICE OF LAW:**

The parties agree that jurisdiction and venue to resolve disputes arising from this Agreement shall be in the OHRC, the District Court of Oklahoma City, Oklahoma or the U.S. District Court of the Western District of Oklahoma, as determined under State or Federal law, whichever is appropriate. In the event an action is brought in Federal Court, the parties agree that Oklahoma law shall apply.

**38. POSTING:**

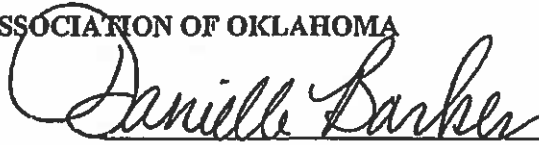
All condition books and stall applications shall contain a statement identifying the location where this agreement will be posted or how copies of this Agreement may be obtained.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, and effective this \_\_\_\_\_ day of August, 2019.

**ATTEST:**

**OKLAHOMA HBPA/D.B.A**

**THOROUGHBRED RACING ASSOCIATION OF OKLAHOMA**

A handwritten signature in cursive script, reading "Danielle Barber", written over a horizontal line.

**Danielle Barber, Executive Director**

**ATTEST: GLOBAL GAMING RP, LLC**

A handwritten signature in cursive script, reading "Matt Vanee", written over a horizontal line.

**Matt Vanee, Vice President of Operations**

"Exhibit A"



**PARTICIPATION OPTION FOR HORSEMEN AT REMINGTON PARK REGARDING  
FINANCIAL SUPPORT OF HORSEMEN'S REPRESENTATIVE**

In the State of Oklahoma, horsemen have the right to decide if they do or do not want to financially support the Horsemen's Representative at Remington Park. If you or your authorized agent sign and return this form, you will be excluded from membership in the Oklahoma HBPA /DBA Thoroughbred Racing Association of Oklahoma (TRAO). With the exclusion of membership, the undersigned acknowledges that he or she is disqualified from any and all benefits of the TRAO. Once you sign this form, you may not rejoin the TRAO until the commencement of the next live race meeting in Oklahoma where thoroughbred racing is conducted.

The undersigned hereby exercises his/her/their option to not participate in the contribution to the TRAO of one (1%) percent to TRAO and one (1%) percent to TRAO Benevolence of all purse monies from the undersigned horsemen's account pursuant to the agreement between TRAO and Remington Park. **(MAXIMUM DEDUCTION PER RACE \$600)**

**AS STATED ABOVE, ONCE THIS FORM IS EXECUTED, MEMBERSHIP IS FORFITTED IN THE TRAO UNTIL THE COMMENCEMENT OF THE NEXT LIVE RACE MEETING IN OKLAHOMA WHERE THOROUGHBRED RACING IS CONDUCTED.**

**OPT-OUT FORM(S) MUST BE COMPLETED IN FULL**

NAME (PRINT) \_\_\_\_\_

ACCOUNT TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

"Exhibit B"



PARTICIPATION OPTION FOR THOROUGHBRED HORSEMEN THOROUGHBRED  
POLITICAL ACTION COMMITTEE (TPAC)

The undersigned hereby exercises his/her/their option to not participate in the contribution to the TPAC of five dollars (\$5.00) per start from the undersigned horsemen's purse account pursuant to the agreement between the OKHBPA and Remington Park.

This section shall be effective as of the date set forth below and shall remain in effect until revoked in writing by the undersigned, but in NO event shall be effective beyond December 31, 2020.

NAME (PRINT) \_\_\_\_\_

ACCOUNT TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

