

Agenda Item #5

Indiana Horse Racing Commission

Split Sample Laboratories Fact Sheet - Horsemen Copy

*Does not include Out of Competition Testing and EPO

Pursuant to commission rules a trainer whose horse has tested positive for a prohibited medication or has an overage for an approved threshold drug, or a non-steroidal anti-inflammatory (NSAID) drug may request - if available - a split sample from their horse be tested by a Commission approved 'split' laboratory.

The request for a split sample test must be delivered to the Judges or Stewards in writing no later than seventy-two (72) hours after the trainer has received notice of a positive test result. **Payment:** A check or money order payable to the IHRC in the amount listed below must be submitted to IHRC prior to shipping to split laboratory.

The following laboratories have been approved by the Commission for split sample testing.

(NSAIDs: Phenylbutazone; Flunixin (Banamine); Ketoprofen)

Laboratory	Prohibited Drugs*	NSAIDs	Cobalt	Salix (Lasix) Overage	Anabolic Steroids	Turn-around Time
University of California-Davis EACL-CAHFS Call for pre-approval of sample Checks payable to IHRC	Urine \$1250 Blood \$1250	\$500 ea.	Call	\$1250	\$1250	NSAID's 2 weeks All others approx. 4-6 weeks
Univ. of Illinois at Chicago Analytical Forensic Testing Laboratory Call for pre-approval of sample Checks payable to IHRC	Urine \$600 Blood \$600	\$500 ea.	\$600	\$500	\$500	Approx. 10-30 working days

Notes:

1. Turn-around times are approximate and commence at the time the sample is received by the split sample laboratory.
2. Laboratories reserve the right to refuse any request for analysis.
3. The Commission or Executive Director may limit the choice of laboratory for the detection of specific drugs.
4. IHRC medication rules can be found at 71 IAC Article 8 or 8.5
5. Quantitative vs Qualitative - Quantitative = drug level; Qualitative = presence of drug.

Agenda Item #6

From: [Pat McGhee](#)
To: [Pitman, Deena](#); [Barnes, Jessica](#)
Subject: Revised ADW Request
Date: Thursday, March 14, 2024 9:20:58 AM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Hi Deena and Jessica,

The Indiana Thoroughbred Owners and Breeders Association (ITOBA) is requesting approval of ADW monies transferred at the next commission meeting in total of \$176,000. This is a revision from our previous request as the Circle City Horse Racing Club has been put on hold by the ITOBA Board of Directors until the 2025 meet.

We are requesting that \$166,000 be transferred to Horseshoe Indianapolis Open Purse Account , \$100,000 if that is to fund the Stakes Races that started in 2022 and the other \$66,000 helps fund two (2), \$100,000 Stakes races (ITOBA Stallion Service Stakes). In addition, we are requesting reimbursement of \$10,000 which is paid out as owner awards for two different stakes to our top Indiana Sired Owners in the ITOBA handicap races in October..

if you have any questions or need any additional information, please feel free to contact me. I look forward to seeing you at the next Commission Meeting.

Respectfully,

Pat McGhee, ITOBA President

Agenda Item #7

ISA AGREEMENT

This ISA Agreement (the "Agreement") is entered into by and between HOOSIER PARK, LLC, d/b/a Harrah's Hoosier Park Racing and Casino ("Hoosier Park"), an Indiana limited liability company, and the INDIANA STANDARDBRED ASSOCIATION ("the ISA") and shall be effective as of January 1, 2024 (the "Effective Date"). Hoosier Park and the ISA may individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, Hoosier Park and the ISA previously entered into an agreement dated March 1, 2018, as amended annually thereafter; and

WHEREAS, Hoosier Park and the ISA desire to establish a new agreement pursuant to which the ISA's members will race at Hoosier Park's facility located at 4500 Dan Patch Circle, Anderson, IN 46013 (the "Racetrack").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Parties agree as follows:

1. Exclusive Representation. Hoosier Park recognizes the ISA as the duly designated representative of the majority of harness horsemen racing at Hoosier Park and agrees to deal with ISA on an exclusive basis as the representative of harness horsemen so long as the ISA continues to represent a majority of such harness horsemen. The ISA represents to Hoosier Park that it has been duly authorized to enter into this Agreement by and on behalf of a majority of the harness horsemen actually racing at Hoosier Park. Hoosier Park agrees to invite the president of the ISA or his/her designee to any meeting involving Standardbred horsemen.

2. Term and Scope of the Agreement.

- a. This Agreement shall be effective as of the Effective Date and shall continue through December 31, 2024 (the "Term"), unless sooner terminated as provided herein.
- b. This Agreement shall apply to and govern all live harness race meets conducted by Hoosier Park during the Term. Except as specifically provided otherwise, this Agreement shall apply only to live Standardbred race meets and pari-mutuel wagering conducted at the Racetrack and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Hoosier Park and located in the state of Indiana (individually, a "Satellite Facility" and collectively, the "Satellite Facilities").

3. Allocation of Specified Funds. Slot machine revenues allocated to the Standardbred Purses pursuant to state statute shall go to the Hoosier Park Purse Account, as described in 71 IAC 1-1-47.1, in accordance with Indiana Horse Racing Commission rules.

The Parties shall cooperate, as appropriate, to present a recommendation to the Indiana Horse Racing Commission on the allocation of funds designated for Standardbred Breed Development.

4. Payment for Administrative Expenses. Hoosier Park shall deduct three percent (3%) of the purses generated from the sources described in Section 18 below from the Hoosier Park Purse Account and pay

such amounts to the ISA to be used by the ISA solely at its discretion for its administrative expenses and for services rendered to its members. Such payment shall be made throughout the Term in current monthly installments as such funds are generated, received and deposited in the Hoosier Park Purse Account as long as no purse overpayment exists. If an overpayment exists, this payment shall not be paid until the overpayment no longer exists.

5. Race Cards; Simulcasting.

- a. The live race meet shall consist of between 160 and 180 race dates. During the live race meet at the Racetrack, Hoosier Park agrees to hold an average of ten (10) live races per race day having a minimum of eight (8) betting interests per race, provided there is an adequate supply of Standardbred horses and the running of ten (10) live races does not cause an overpayment of purses at any time during the meet. The ISA shall use all reasonable means to supply Hoosier Park with an adequate supply of horses to conduct each race meet covered by the Agreement. Hoosier Park shall cooperate with and assist the ISA in obtaining an adequate supply of horses.
- b. Hoosier Park shall determine the cost, type, time and schedule of all imported simulcast signal to the Racetrack and Satellite Facilities.
- c. The simulcasting of full cards at the Racetrack on live race days, both afternoon and evening, will be determined by Hoosier Park. Hoosier Park agrees to make a good faith effort to present an equitable mix of both Standardbred and Thoroughbred whole card simulcasts during actual live racing performances whenever possible.
- d. The ISA consents to the interstate simulcasting of the Hoosier Park signal.

6. Purses.

- a. Hoosier Park shall establish a tentative average daily overnight purse schedule and tentative stakes purse schedule for each race meet held, using its best judgment in estimating the balance in the Hoosier Park Purse Account and after consultation with the ISA. Not more than twelve and one-half percent (12 1/2%) of the total purse money payable to Standardbred horsemen shall be paid for stakes, early closing or late closing events and special events. Hoosier Park and the ISA shall meet to discuss races with a purse of over \$50,000 but the final decision shall be in the discretion of Hoosier Park. Hoosier Park and the ISA shall meet to plan and discuss the purse schedule, but the final decision shall be in the discretion of Hoosier Park. Hoosier Park and the ISA agree that the maximum purse for any overnight event shall not exceed an amount equal to seven times the minimum overnight purse excluding the Dan Patch and any other mutually agreed overnight.
- b. Overpayment and underpayment of purses by Hoosier Park from the Standardbred Horse Industry Trust Account shall be handled as follows: Underpayment during the live race meet shall carryover to the next live race meet. Overpayment by Hoosier Park shall be repaid from all purses generated each month.
- c. Hoosier Park shall furnish to ISA a daily report that includes handle from all sources.

d. Notwithstanding anything to the contrary set forth in this Agreement, purses will be distributed for race meetings based upon Hoosier Park's reasonable estimate of the bank balance in the Standardbred Horse Industry Trust Account in accordance with the rules of the Indiana Horse Racing Commission and with the percentages set forth in Section 18 below.

7. Driver's, Trainer's and Cancellation Fees.

- a. Hoosier Park shall deduct the greater of Twenty-five dollars (\$25.00) or five percent (5%) from all Standardbred purse payments as a driver's fee. That fee shall be paid to the driver on a weekly basis. All drivers must apply to and be approved by Hoosier Park. Drivers whose order of finish is such that they do not earn purses shall be paid a minimum of Twenty -five Dollars (\$25.00) from the applicable owner's and/or lessee's purse account. Hoosier Park, with the ISA's full support, may deny racing privileges to those owners and/or lessees who fail to pay the required driver's fee within fourteen (14) days after the date upon which fee becomes due and payable.
- b. Hoosier Park shall deduct five percent (5%) from all owner's and/or lessee's Standardbred purse payments as a trainer's fee. That fee shall be paid to the trainer upon request.
- c. For each race canceled because of inclement weather, mechanical failure, electrical failure or any other reason the owner and/or lessee shall be reimbursed Three Hundred dollars (\$300.00) from the track purse account for each horse programmed and not previously scratched from a canceled race. No reimbursement shall be made in the event notice of cancellation is posted in the racing office eight (8) or more hours prior to post time of the first race.

8. Condition Sheets. Hoosier Park agrees that an average of seventy-five percent (75%) of overnight races will be Indiana Sired Preferred ("ISP"). The Race Secretary may stipulate a secondary preference of Indiana Bred in such overnight races. For purposes of this Agreement, the definition of Indiana Bred shall be defined as a foal in which all registered breeders are Indiana residents ("IB"). Any partnership or corporation registered by the breeder must be fully comprised of Indiana residents. The Dan Patch race, late closers, early closers, stakes races, and any other special invitational races are excluded from the stipulations of this paragraph. Hoosier Park's racing secretary shall, during all meets conducted during the Term, post at all times, condition sheets for five (5) consecutive days of racing for which the entry box has not yet been closed; provided, however, that the ISA or its duly authorized committee may waive this requirement during the first two weeks of any meet conducted during the Term.

9. Stall Applications and Allocations.

- a. Stall Applications. Before each race meeting, Hoosier Park shall establish a cutoff date for the submission of stall applications. Hoosier Park shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling are set forth below and such conditions shall not be materially modified without the input of the ISA. Hoosier Park will consider, among other things, the following criteria in allocating stalls to horsemen for use during race meetings:
 - i. The general quality of the horses listed on the stall application, with due consideration of

industry quality improvement objectives.

- ii. The quality of the racetrack or tracks where the horses listed on the stall application have previously raced;
 - iii. The number of starts a trainer listed on the application has made at past Hoosier Park race meetings in relation to the number of stalls allocated to that trainer;
 - iv. The financial and professional integrity of the trainer listed on stall application;
 - v. The total number of stalls requested by a trainer in relation to the total number of stalls to be allocated; and
 - vi. The best interest of Hoosier Park and Standardbred racing.
- b. Stall Allocations. The total number of stalls allocated will be based on the number of horses needed to fill races. Hoosier Park agrees to discuss stall applications and stall allocations with representatives of the ISA prior to the final allocation, but the final decision shall be at the discretion of Hoosier Park.
- c. By accepting a stall, a horseman shall be required to use his or her best efforts to race his or her horse during the race meeting consistent with the horse's physical condition, fitness, and race conditions.
- d. Hoosier Park agrees to discuss with the ISA, on a regular basis, ship-ins, stall applications and stall allocations, but the final decision shall be in the discretion of Hoosier Park. Hoosier Park agrees that no dorm rent or stall rent shall be charged during each live harness race meet commencing fourteen (14) days prior to the opening of the race meet and ending seven (7) days after the close of the race meet. Hoosier Park recognizes the ISA's concern that Indiana horsemen be given at least equal consideration in the area of stall allocations when compared to non-Indiana horsemen.
- e. The ISA acknowledges that all stalls are to be left in a clean state at the end of the Standardbred meet and that trainers will be charged Fifty dollars (\$50) for each unclean stall. To prevent misunderstanding about which stalls were left unclean, Hoosier Park representatives will be available to inspect each trainer's stalls upon departure and provide a signed receipt that the stalls were left in good order. Hoosier Park will make a reasonable effort to notify a representative of the ISA of unclean stalls left at the end of the meet. Hoosier Park may refuse to allocate a stall if the deposit is not paid.

10. Track Rules. Hoosier Park and the ISA agree to discuss and establish the track rules, but the final decision shall be at the discretion of Hoosier Park and subject to approval of the Indiana Horse Racing Commission.

11. Qualifying Times. Hoosier Park's racing secretary shall set qualifying times in accordance with United States Trotting Association rules and the Indiana Horse Racing Commission's rules and regulations.

12. Insurance. Hoosier Park agrees to obtain, as set forth below, drivers and trainers medical insurance and accidental death or dismemberment insurance or disability insurance for the benefit of licensed participants during activities at Hoosier Park related to training and the conduct of any race. Hoosier Park will issue a certificate to the ISA as proof of such insurance coverage.

For purposes of this Agreement, the minimum levels for the following types of insurance shall be:

- a. Two Hundred and Fifty Thousand Dollars (\$250,000.00) Accident Medical Expense (52 week period)
- b. Twenty-Five Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment insurance; and
- c. Disability insurance that provides for \$300.00 Weekly Disability (104 weeks benefit period).

13. Outriders. Hoosier Park shall provide an outrider for the races and qualifiers.

14. Racing Committee. Hoosier Park agrees to recognize a racing committee with no more than four (4) representatives from the ISA and four (4) representatives from Hoosier Park. In the event that Hoosier Park or the ISA would like more than four (4) representatives respectively, then such increase shall be subject to the mutual agreement of the Parties. The racing committee shall meet periodically but not less than monthly during live racing season to discuss racing business, stable area affairs, quality of racing, and stable area programs.

15. The ISA Medical Office. Hoosier Park will provide the ISA space for a medical office without charge. However, the ISA shall be responsible for and pay all expenses of any type or kind associated with the ISA office, including but not limited to taxes of any kind, utilities, trash removal, maintenance, and upkeep. The ISA agrees to indemnify and hold Hoosier Park harmless (including payment of Hoosier Park's reasonable attorney's fees and other costs of defense) from any and all liability arising out of the ISA medical office, including but not limited to the ISA's use thereof and activities related thereto.

16. Business Interruption. The ISA's officers, directors, employees, and officials shall not participate in, delay, interrupt, or help to bring about any temporary or permanent cessation or suspension of racing at the Racetrack during the Term. In the event any representative of the ISA becomes aware of any member or members who is or are threatening to withhold any entry or entries for a race at the Racetrack, or any member or members of any other horsemen's group or any individual horseman threatening to do likewise, then the ISA shall call a general meeting of horsemen. The ISA shall provide prior written notice of such meeting to Hoosier Park and Hoosier Park shall be given an opportunity to appear at such general meeting for the purpose of explaining its position regarding the controversy.

17. Entry Fee. There shall be no entry fee for any overnight event on any program.

18. Allocations to Purses. During the Term and except as otherwise provided herein, Hoosier Park shall credit to an account denominated the "Hoosier Park Purse Account," in complete satisfaction of Hoosier Park's obligation for pari-mutuel purses, the following percentages of gross handle under the following situations:

- a. When harness racing is live at the Racetrack, eight percent (8%) of the live gross handle generated at the Racetrack shall be credited to the Hoosier Park Purse Account as prescribed by state statute.
- b. When harness racing is live at the Racetrack, five percent (5%) of the live gross handle generated by said live racing at any Satellite Facility licensed to Hoosier Park shall go to the Hoosier Park Purse Account as prescribed by state statute.
- c. For each live race day when Hoosier Park simulcasts a Standardbred race to out-of-state facilities, Hoosier Park shall retain fifty percent (50%) of all revenues Hoosier Park receives from simulcasting the sale of its live Standardbred races to out-of-state facilities and fifty percent (50%) of all revenues Hoosier Park receives from simulcasting the sale of its live Standardbred races to out-of-state facilities shall go to the Hoosier Park Purse Account less a total daily fee to be retained by Hoosier Park of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) representing the following costs and expenses:
 - (1) Five Hundred Twelve and 50/100 Dollars (\$512.50) for decoder fees;
 - (2) Three Hundred and 00/100 Dollars (\$300.00) for tracking expenses;
 - (3) One Hundred Eighty-Seven and 50/100 Dollars (\$187.50) for high-definition telecom transmission; and
 - (4) Seven Hundred and 00/100 Dollars (\$700.00) for TVG Broadcast fees in addition to the fee amount listed in the following paragraph.

Further, Hoosier Park may deduct from the Hoosier Park Purse Account an amount equal to one half (1/2) of programming fees Hoosier Park pays to TVG to broadcast Standardbred races originating from Hoosier Park's race track. Hoosier Park shall provide a final reconciliation to the ISA following the conclusion of the race meet.

- d. Each live race day when Hoosier Park simulcasts a Standardbred race to any international facility (defined as any facility outside of North America), all revenues received from the sale from such facilities shall be distributed fifty percent (50%) to Hoosier Park and fifty percent (50%) to the Hoosier Park Purse Account after any expenses, which shall be disclosed to the ISA upon request, involved in providing and transmitting the simulcast signal to any and all international facilities.
- e. This paragraph refers to source marketing fees collected prior to the implementation of and adoption of rules pursuant to IC 4-31-7.5, which is incorporated by reference and made a part of this Agreement, by the Indiana Horse Racing Commission. If, and when, Hoosier Park receives any source market fees under separate agreement from pari-mutuel wagering on horse races, other than from live racing at Hoosier Park or simulcasts from, or to, Hoosier Park, ("source market fees"), 50% of the net source market fees shall be retained by Hoosier Park, and the remaining 50% of source market fees shall be divided forty-six percent (46%) to Standardbred purses, forty-six percent (46%) to Thoroughbred purses and eight percent (8%) to Quarter Horse purses. Source market fees shall be credited to purse accounts within thirty (30) days of receipt.

- f. This paragraph refers to source market fees collected by Hoosier Park from a secondary pari-mutuel organization, licensed by the IHRC that offers Advanced Deposit Wagering, pursuant to a contract with Hoosier Park. Net source market fees received by Hoosier Park shall be distributed in the manner prescribed by IC 4-31-7.5-18.
- g. Las Vegas Dissemination Service Fees shall be divided equally between Hoosier Park and the ISA. The total amount to be divided shall not to exceed Ten Thousand Dollars (\$10,000).
- h. For purposes of this Section 18:
- (1) "Gross handle" means all sums wagered by patrons less refunds;
 - (2) "Net revenues" means the gross handle on such race or races reduced only by money returned to patrons by refund or payoff, pari-mutuel taxes due and payable, breaks and host track fees and downlink costs, if any;
 - (3) "Net source market fees" means the difference between source market fees received by Hoosier Park from a licensed secondary pari-mutuel operator minus the amount of all expenses incurred by Hoosier Park to generate source market fees and, upon request of the ISA, Hoosier Park shall disclose in detail all expenses incurred to generate source market fees; and
 - (4) "Live racing" and "live race meeting" mean the entire period that a live race meeting is in progress, from the first race day of the meeting through the last day of it, inclusive of all days between.
- i. Payment of Interest. All amounts held in the Hoosier Park Purse Account shall earn interest in accordance with IHRC rules; provided, however, that Hoosier Park shall be entitled to deduct from the interest earned on that account sufficient sums to off-set any bank fees, or interest expense incurred by Hoosier Park on any overpayment of purses, which is not caused by the unfunded purse liability, until such overpayment is satisfied.
- j. Hoosier Park agrees to review and/or provide revenue reports from live racing and simulcasting (inbound and outbound signals) with/to the ISA's Executive Committee. This would include source market fees. This review would be on a quarterly basis.
- k. The ISA authorizes and directs Hoosier Park to deduct from the Hoosier Park Purse Account one-half (1/2) of the amount of any reduced takeout Hoosier Park actually suffers, which is authorized by IHRC, such deductions not to exceed four and three-fourths percent (4.75%) of the amount wagered on any particular race at Hoosier Park or its satellite facilities.

19. Representation and Warranties.

a. In addition to the representations and warranties contained elsewhere in this Agreement, the ISA, warrants, represents and covenants with Hoosier Park that during the Term:

- (1) This Agreement has been approved by the Board of Directors of the ISA by proper corporate action;
- (2) This Agreement is valid and enforceable in accordance with its terms;
- (3) The ISA's officials, directors, officers, and employees shall not participate in, delay, interrupt, dispute, or bring about temporary or permanent cessation or suspension of racing at Hoosier Park during any race meet and they shall not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Hoosier Park or another person participating in racing at the Racetrack or Satellite Facility;
- (4) Each of the ISA's officials shall utilize all of his or her reasonable powers of persuasion and all reasonable legal means at their disposal to ensure that all members of the ISA comply with the terms of this Agreement;
- (5) This Agreement shall be made available for review by the ISA members and all other licensed owners, trainers, employees, and backstretch personnel at the ISA's office.
- (6) The ISA, together with Hoosier Park, shall use their best efforts to ensure that the backstretch area is maintained in a safe, clean, and orderly condition; and
- (7) The ISA shall not discriminate against horsemen at Hoosier Park who are not its members in connection with the payment of amounts or provision of any benefits funded by amounts payable to the ISA under Section 4 of this Agreement.

b. In addition to the representations and warranties contained in this Agreement, Hoosier Park warrants, represents to and covenants with the ISA that during the Term:

- (1) This Agreement has been approved by Hoosier Park by proper corporate action;
- (2) This Agreement is valid and enforceable in accordance with its terms;
- (3) Hoosier Park and its officers, directors and employees shall not threaten, intimidate or otherwise coerce any horseman, or ISA member, employee, or representative;
- (4) Hoosier Park and the ISA shall use their best efforts to ensure that the backstretch area is maintained in a safe, clean, and orderly condition; and
- (5) Each Hoosier Park official, agent, servant or employee shall utilize all reasonable powers of persuasion and all reasonable and legal means at their disposal to ensure that Hoosier Park complies with the terms of this Agreement.

20. Right to Terminate.

- a. If, during the Term, Hoosier Park is prevented from conducting eight (8) scheduled races due to the concerted action of the ISA's officers, directors, employees and/or members which results in a boycott of eight (8) scheduled races, and such boycott is not related to track conditions or some other safety related issue, then, in such event, Hoosier Park shall have the right to terminate this Agreement by giving written notice to the ISA. The ISA shall have until 10:00 a.m. of the next day to prevent the boycott of future races and to provide evidence to Hoosier Park that the boycott has been prevented. If the ISA fails to prevent the boycott by that time, then Hoosier Park may terminate this Agreement immediately without further action or notice to the ISA.
- b. Without limiting Hoosier Park's right under Section 20.a, either Party may terminate this Agreement upon the other Party's failure to substantially perform as required under the terms of this Agreement and such failure continues for fifteen (15) days following the date on which written notice of default is provided pursuant to Section 21.
- c. Termination under this Section shall not constitute an election of remedies, nor shall it constitute a waiver of a Party's other remedies in law or equity.

21. Notices. All notices, requests, demands or other communications as may be allowed or required by this Agreement shall be in writing and, served either by certified mail, return receipt requested, or by personal delivery. Such notices, requests, demands or other communications shall be deemed to have been given when deposited in the United States Mail (as set forth above) or actually delivered by personal delivery. For all purposes of this Agreement, the following are the addresses of the Parties:

Hoosier Park: Hoosier Park, LLC
Attn: General Manager of Racing
4500 Dan Patch Circle
Anderson,
Indiana 46013

With copies, which shall not constitute notice, to:

Hoosier Park, LLC
Attn: General Manager
4500 Dan Patch Circle
Anderson, Indiana 46013

and

Caesars Enterprise Services, LLC
Attn: Senior Vice President and Assistant General Counsel
151 N. Joliet Street
Joliet, Illinois 60432

The ISA: Indiana Standardbred Association
c/o John Delong, President
311 American Legion Place
Greenfield, IN 46140

With copies, which shall not constitute notice, to:

Robert Taylor - 1st Vice President
311 American Legion Place
Greenfield, IN 46140

and

Doug Rideout - 2nd Vice President
311 American Legion Place
Greenfield, IN 46140

Either Party may amend the person or address for notices, demands, or other communications in writing to the other Party from time to time.

22. Indemnification. The ISA shall indemnify and hold harmless Hoosier Park from and against any damage, deficiency, loss, action, judgment, cost and expense (including reasonable attorneys' fees) resulting from any judgment in favor of a member of the ISA or any other person on account of any payments made or wrongful use of funds provided under the provisions of Section 4 and Section 18 of this Agreement, so long as such wrongful use was not recommended, suggested, demanded, required, or urged by Hoosier Park.

23. Further Assurances. The ISA and Hoosier Park shall execute such assignments, instruments, and documents, shall take such further actions, and shall give such further assurances as may be necessary to accomplish the purpose and intent of this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

25. Rights of Others. Nothing contained in this Agreement shall be construed as giving any member of the ISA a preference with respect to the eligibility to race, to obtain stalls, to share purses, to purchase admission tickets for racing and other events, or to participate in any benefit by Hoosier Park to horsemen in general.

26. Waivers. No waiver of any breach of this Agreement or any terms hereof shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or any subsequent breach.

27. Applicable Law. This Agreement is being executed and delivered in the State of Indiana and shall be construed and enforced in accordance with the laws of that State. The Parties further agree that jurisdiction and venue for all litigation or other dispute resolution shall be in either Indiana State Court or Federal Courts in Indiana.


28. **Severability.** If any provision of this Agreement is declared invalid by any tribunal, or becomes invalid or inoperative by operation of law, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

29. **Assignment.** This Agreement shall not be assigned by the ISA without Hoosier Park's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall not be assigned by Hoosier Park without prior written consent of the ISA, which consent shall not be unreasonably withheld.

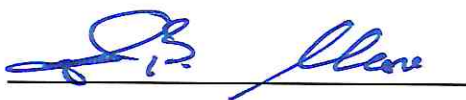
30. **Entire Agreement; Modification.** This is the entire agreement among the Parties and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. No modification, variation, or amendment of this Agreement shall be effective unless such modification, variation, or amendment is in writing and has been signed by the Parties.

IN WITNESS THEREOF, the Parties have signed this Agreement on the respective date(s) indicated.

INDIANA STANDARD BRED ASSOCIATION

By: 
Name: John DeLong
Title: President
Date: 2-22-24

HOOSIER PARK, LLC

By: 
Name: Richard B. Moore
Title: VP + GM of Racing
Date: 2/27/24

2024 HBPA CONTRACT

This agreement ("Agreement") is entered into this 1st day of February 2024, by and between Centaur Acquisition, LLC, an Indiana limited liability company ("Horseshoe Indianapolis") and the Indiana Horsemen's Benevolent and Protective Association, Inc., an Indiana not-for-profit corporation ("HBPA").

WHEREAS, the HBPA is a trade organization composed of owners and trainers of Thoroughbred race horses ("HBPA Members");

WHEREAS, the HBPA represents that it is the "horsemen's association" representing Thoroughbred owners and trainers for purposes of I.C. 4-31-8-6 and the "horsemen's group" representing Thoroughbred owners and trainers for purposes of 15 U.S.C. § 3001, *et seq.*; and

WHEREAS, the HBPA provides benevolent programs and other services for HBPA Members and their employees who are engaged in racing at Horseshoe Indianapolis's racing facility; and

WHEREAS, the parties hereto strive to foster a close and understanding relationship among horsemen, HBPA Members, the HBPA, and Horseshoe Indianapolis;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Term of Agreement. This Agreement shall be effective from January 1, 2024 – December 31, 2024 and, unless sooner terminated as provided herein, shall remain effective until the effective date of the contract executed for the 2025 racing meet ("Term").
2. Scope of Agreement. Except as otherwise specifically set forth herein, this Agreement shall apply only to race meetings and pari-mutuel wagering conducted at the Horseshoe Indianapolis racing facility at Shelbyville, Indiana ("Racetrack") and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Horseshoe Indianapolis and located in the State of Indiana ("Satellite Facility").
3. Exclusive Representation. The HBPA is the exclusive representative of HBPA Members and of all Thoroughbred owners and trainers stabled at Horseshoe Indianapolis or who have horses approved for entry in Thoroughbred races at Horseshoe Indianapolis.
4. Horsemen's Account. Horseshoe Indianapolis will maintain a separate account, to which Horseshoe Indianapolis shall credit all amounts required or allowed pursuant to the terms of this Agreement and from which Horseshoe Indianapolis shall pay all amounts required pursuant to the terms of this Agreement, including money owing to Thoroughbred horsemen regarding

purses, stakes, rewards, claims and deposits (“Thoroughbred Horsemen’s Purse Account”). All portions of purse money shall be made available to earners thereof within forty-eight (48) hours (dark days and Sundays excluded) after the result of the race in which such money was earned has been declared official, unless the stewards shall order money withheld until final adjudication of a dispute determining which persons are entitled to such money in dispute. No portion of such money, other than jockey fees and amounts required or permitted by this Agreement, shall be deducted by Horseshoe Indianapolis unless requested in writing by the person to whom such monies are payable or his or her duly authorized representative.

For each race cancelled because of inclement weather, mechanical failure, electrical failure, or for any other reason, the owner shall be reimbursed Seven Hundred Fifty Dollars (\$750.00) from the Thoroughbred Horsemen’s Purse Account for each horse entered in the cancelled races (“Cancellation Fee”). No reimbursement shall be made in the event that (1) notice of cancellation is posted in the racing office, texted to those subscribing to the Horseshoe Indianapolis texting service and posted on the Horseshoe Indianapolis website eight (8) or more hours prior to post time or (2) a horse has been scratched prior to the cancellation of the race. Horseshoe Indianapolis will make best efforts to run back any race that is cancelled, in which case Horseshoe Indianapolis shall not be required to pay any Cancellation Fee.

Horseshoe Indianapolis shall on a monthly basis furnish the President and Executive Director of HBPA a detailed schedule showing all deposits made to and expenses paid from the Thoroughbred Horsemen’s Purse Account for the preceding month.

5. Payment for Administrative Expenses. During the Term, Horseshoe Indianapolis shall deduct 3% (three percent) from the allocations to the Thoroughbred Horsemen’s Purse Account described in Section 7 of this Agreement and pay such amounts to the HBPA to be used by the HBPA solely at its discretion for its administrative expenses and for services to its members. Such payments shall be made throughout the term of the Agreement in current monthly installments as such funds are received, regardless of overpayment/underpayment in the Thoroughbred Horsemen’s Purse Account. No deduction shall be made by Horseshoe Indianapolis for its own administrative expenses from gaming funds allocated to the Thoroughbred Horsemen’s Purse Account.
6. Race Cards; Simulcasting.
 - A. Minimum Number. During the live race meet at the Racetrack, Horseshoe Indianapolis agrees to hold a minimum of nine (9) live races (as long as it does not cause an overpayment of purses during the meet) per card, with additional race(s) provided there is an adequate supply of Thoroughbred horses. The HBPA shall use its best efforts to supply Horseshoe Indianapolis with an adequate supply of horses to conduct each race meet

covered by the Agreement. Horseshoe Indianapolis shall be allowed to simulcast additional Thoroughbred races to supplement the live race card.

- B. Simulcast Signal. Horseshoe Indianapolis in its sole discretion will decide the price or cost, type, time and schedule of all simulcast signals to, and from, the Racetrack and to each Satellite Facility, on all days including live race days. The cost of such simulcast signals shall be reasonable market rates as determined by Horseshoe Indianapolis.
 - C. HBPA Authorization. During the Term, the HBPA authorizes Horseshoe Indianapolis to negotiate and contract with simulcast receiving facilities, including off track wagering facilities located outside Indiana, which are subject to the Interstate Horse Racing Act of 1978, 15 U.S.C. §3001, et. seq. (Act), for the conduct of off-track Thoroughbred wagering. Horseshoe Indianapolis will inform, and seek the approval of, the HBPA prior to Horseshoe Indianapolis sending its signal to any receiving jurisdiction outside of Indiana.
7. Allocations to Purses. During the term of this Agreement and except as otherwise provided herein, Horseshoe Indianapolis shall credit the following amounts to the Thoroughbred Horsemen's Purse Account for disbursement, in complete satisfaction of Horseshoe Indianapolis's obligation for purses, under the following situations:
- A. Live Racing. When Thoroughbred racing is live at the Racetrack, eight percent (8%) of the live gross handle generated at the Racetrack shall be credited to the Thoroughbred Horsemen's Purse Account as prescribed by state statute.
 - B. Satellite Wagering - In-State. When Thoroughbred racing is live at the Racetrack, five percent (5%) of the live gross handle generated by said live racing at any Horseshoe Indianapolis Satellite Facility shall go to the Thoroughbred Horsemen's Purse Account as prescribed by state statute.
 - C. Satellite Wagering - Out-of-State. When Horseshoe Indianapolis simulcasts a Thoroughbred race run live at the Racetrack to an out-of-state facility, 50% of the net receipts generated by simulcasting on that race, including any source market fees and distribution and communication fees received by Horseshoe Indianapolis (net of reasonable expenses incurred by Horseshoe Indianapolis) on the simulcast of that Thoroughbred race run live at the Racetrack, shall go to the Thoroughbred Horsemen's Purse Account. For purposes of this Subsection C, "net receipts" shall mean all funds received by Horseshoe Indianapolis under the applicable contracts less any applicable excise taxes.

- D. Simulcast Receiving. Purse Allocations. When a race is simulcast to the Racetrack or a Satellite Facility, five percent (5%) of gross handle generated by simulcasting on that race shall be allocated between the Thoroughbred Horsemen's Purse Account, Horseshoe Indianapolis Standardbred Purse Account, and the Horseshoe Indianapolis Quarter Horse Purse Account according to Indiana Horse Racing Commission ("IHRC") rule.
- E. Source Market Fees Received. Any net source market fees, as defined in the Indiana Code, Title 4, Article 31, Chapter 7.5, Section 18, collected by Horseshoe Indianapolis from a secondary pari-mutuel organization offering advanced deposit wagering and licensed by the IHRC, pursuant to a contract with Horseshoe Indianapolis, shall be distributed in the manner prescribed by IC 4-31-7.5-18.
- F. Definitions. For purposes of this Section 7:
- (1) "Gross handle" means all sums wagered by patrons less refunds.
 - (2) "Net revenues" means the gross handle on such race or races reduced only by money returned to patrons by refund or payoff, pari-mutuel taxes due and payable and host track fees.
 - (3) "Live racing" and "live race meeting" mean the entire period that a live race meeting is in progress, from the first race day of the meeting through the last day of it, inclusive of all days between.
 - (4) "Net source market fees" means the difference between source market fees received by Horseshoe Indianapolis from a licensed secondary pari-mutuel operator minus the amount of all reasonable expenses incurred by Horseshoe Indianapolis to generate source fees.

8. Purses.

- A. Purse Schedules and Condition Books. Using its best judgment in estimating attendance, pari-mutuel handle, and breakage, Horseshoe Indianapolis shall establish a tentative average daily overnight purse schedule for each race meeting and will exercise due care to avoid underpayment or overpayment of purses at all race meetings.

Horseshoe Indianapolis will also deliver to the HBPA, within thirty (30) days before each race meeting, its first condition book and proposed purse schedules. Horseshoe Indianapolis will send a copy of its stall application blank and stakes purse program to the President of the HBPA, and subsequent condition books for the race meet will be furnished to the

President of the HBPA ten (10) days prior to printing, barring unforeseen circumstances.

The condition book shall state that the racing secretary will card any Indiana Bred Allowance or maiden race(s) carried over from the previous day and any race listed in the body of the book which receives seven (7) or more betting interests at entry time unless the total of all such carried over races and races for that day exceed the number of races being carded for that day.

The condition books for overnight races will offer no more than nine (9) book races, no more than five (5) sub-races, and no more than six (6) extras on any given day. Horseshoe Indianapolis may adjust the policy contained in this subparagraph only with the prior approval of the HBPA President, which consent will not be unreasonably withheld.

- B. Overpayment - Underpayment of Purses. Horseshoe Indianapolis will make its best effort to ensure that all amounts credited to the Thoroughbred Horsemen's Purse Account under the terms of this Agreement are paid out by the end of the 2024 Thoroughbred meet. Further, Horseshoe Indianapolis will meet with HBPA on a bi-weekly basis to review the status of the Thoroughbred Horsemen's Purse Account at the request of the HBPA.
- C. Minimum Purses. No Thoroughbred race shall be run at Horseshoe Indianapolis during the Term with a purse less than the minimum purse established by the IHRC for any race meeting, but in no event less than Eight Thousand Dollars (\$8,000.00).
- D. Purse Notices. The pari-mutuel handle, the pari-mutuel handle commission, breakage and purse distribution figures, and the percentage figures that represent the relationship between purses and the total of pari-mutuel income and breakage shall be posted on the bulletin board in the Racing Secretary's office each day of a race meeting. Indiana pari-mutuel handle figures shall be provided within forty-eight (48) hours after they are available to the President of the HBPA at the address provided in Section 23 of this Agreement.
- E. Stakes Race Purses. Horseshoe Indianapolis may, at its sole option, apply purse money to either purses for Stakes Races ("Stakes Race Purses") or purses for overnight races. If the total amount paid by Horseshoe Indianapolis to horsemen in Stakes Race Purses in any calendar year exceeds eighteen percent (18%) of the total amount paid in purses, such excess shall not be used to satisfy any of Horseshoe Indianapolis's purse obligations under this Agreement. For the 2024 race meet, Horseshoe

Indianapolis shall not materially increase its stakes schedule from the schedule that had been approved for the 2023 race meet. Prior to being advertised, any changes to the stakes schedule or stakes purses in the 2024 race meet may be made by Horseshoe Indianapolis with the consent of the President of the HBPA, which consent shall not be unreasonably withheld.

F. Payment of Purses. Horseshoe Indianapolis agrees to distribute purses in the following manner, excluding stakes:

<u>No. of Starters</u>	2	3	4	5	6	7	8	9	10	11	12
First	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Second	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Third		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Fourth			6%	6%	5%	5%	5%	5%	5%	5%	5%
Fifth				4%	3%	3%	2%	1%	1%	1%	1%
Sixth					2%	1%	1%	1%	1%	1%	1%
Seventh						1%	1%	1%	1%	¾ %	½ %
Eighth							1%	1%	1%	¾ %	½ %
Ninth								1%	½ %	½ %	½ %
Tenth									½ %	½ %	½ %
Eleventh										½ %	½ %
Twelfth											½ %

For any races with less than five (5) starters, all extra purse monies revert to the Thoroughbred Horsemen's Purse Account.

- G. Purse Distribution. Notwithstanding anything to the contrary set forth in this Agreement, purses will be distributed for the 2024 race meeting based upon a reasonable estimate of purse money to be generated from all sources during the Term. Actual purse money generated and not paid during the live meet, in addition to purse money generated after that date through the end of the Term, from whatever source, shall be allocated to the appropriate purse account for the 2025 racing year in accordance with the rules of IHRC.
- H. Payment of Trainer's Fee. Except as otherwise provided herein, Horseshoe Indianapolis shall deduct a ten percent (10%) trainer's fee from each purse paid for horses finishing first, second, or third ("Trainer's Fee"). The Trainer's Fee shall be deposited in the account maintained by Horseshoe Indianapolis for the benefit of the trainer of record for the horse that earned the purse. An owner, lessee or trainer of a horse may elect to instruct Horseshoe Indianapolis to not deduct the Trainer's Fee by delivering to Horseshoe Indianapolis (Attn: Horsemen's Bookkeeper) a written statement signed by the owner or lessee that the Trainer's Fee is not to be deducted from the purse awarded to a specific horse ("Election Statement"). The Election Statement shall be effective on the third race day immediately following the date upon which the Election Statement was received by Horseshoe Indianapolis.
- I. Purse Reports. Horseshoe Indianapolis shall provide the HBPA President and Executive Director with an up-to-date purse report every week, beginning when the live race meet starts, until the final week of live racing is captured on the report or as otherwise requested by the HBPA.

9. Other Revenues.

- A. Media Rights. If Horseshoe Indianapolis shall increase its annual revenues from the sale or licensing to a third party of its television, radio or other media transmission rights, including cable, network or subscription transmissions, but excluding interstate and intrastate simulcasting pursuant to which revenues are paid under this Agreement ("Media Rights"), Horseshoe Indianapolis and the HBPA shall negotiate an appropriate adjustment to Thoroughbred purses in the year the increased revenue is earned by and paid to Horseshoe Indianapolis. Prior to execution, Horseshoe Indianapolis shall notify the members of the Racing Committee, as defined in Section 12 of this Agreement, of the material terms and conditions of all contracts it negotiates under the terms of which it sells or licenses its Media Rights and shall give consideration to the position expressed by the HBPA members. In no event shall this or any other provision of this Agreement be construed or interpreted as an

admission or acknowledgment by Horseshoe Indianapolis that any person, entity or group other than Horseshoe Indianapolis has a proprietary right in or to the Media Rights relating to any event hosted and/or sponsored by Horseshoe Indianapolis.

- B. Sponsorship Revenues. Horseshoe Indianapolis shall pay to the Thoroughbred Horsemen's Purse Account an amount equal to thirty percent (30%) of all monies paid to Horseshoe Indianapolis by third parties in consideration for which the payer receives the right, either alone or with other consideration, to have its name, logo or other identification of its choosing identified with one or more Thoroughbred horse races, conducted and run by Horseshoe Indianapolis at the Racetrack. Sponsorship revenues subject to this provision shall be limited to monies paid in cash or equivalent to Horseshoe Indianapolis and shall not include the value of "in kind" contribution or payments of goods or services flowing from said third parties to Horseshoe Indianapolis. In no event shall this or any other provision of this Agreement be construed or interpreted as an admission or acknowledgment by Horseshoe Indianapolis that any person, entity or group other than Horseshoe Indianapolis has a proprietary right in or to any sponsorship revenues, except as specifically set forth herein.
10. Shared Tracking Expense. HBPA authorizes and directs Horseshoe Indianapolis to deduct from the Thoroughbred Horsemen's Purse Account each month HBPA's share of the daily Horseshoe Indianapolis tracking fee, which share shall be determined as follows:

Daily Fee x number of race days in the month ÷ 2, x number of Thoroughbred races ÷ the total number of Thoroughbred and Quarter horse races = HBPA tracking share ("HBPA Tracking Share").

EXAMPLE: $\$450 \times 20 \text{ days} \div 2 \times \frac{160}{200} = \$3,600.00$ is HBPA Tracking Share.

A. Shared TVG Expense. HBPA authorizes and directs Horseshoe Indianapolis to deduct from the Thoroughbred Horsemen's Purse Account one-half (1/2) of the programming fees Horseshoe Indianapolis pays to TVG to broadcast Thoroughbred races originating from Horseshoe Indianapolis's racetrack.

B. Shared Reduced Takeout Expense. HBPA authorizes and directs Horseshoe Indianapolis to deduct from the Thoroughbred Horsemen's Purse Account one-half (1/2) of the amount of any reduced takeout Horseshoe Indianapolis actually suffers, which is approved by the IHRC. Such deductions

shall not exceed four and three-fourths percent (4.75%) of the amount wagered on any particular race at Horseshoe Indianapolis or its Satellite Facility.

11. Stalls and Track Facilities.

- A. Stalls and Track Facilities. Horseshoe Indianapolis shall make available stall space to Thoroughbred horsemen during each race meeting without charge. For Thoroughbred horsemen not remaining on the grounds throughout the offseason, the racing strip, barns, dormitories and other facilities at the Racetrack (“Backside Facilities”) necessary for training purposes shall be made available by Horseshoe Indianapolis without charge to horsemen who have stalls allocated for the upcoming race meeting 35 days prior to the beginning of the 2024 race meet barring unforeseen circumstances, as determined in the reasonable discretion of Horseshoe Indianapolis after consultation with the HBPA. For Thoroughbred horsemen not remaining on the grounds throughout the offseason, the track kitchen facilities will open two weeks prior to the 2024 race meet, and the barn area and dormitories shall open 35 days prior to beginning of the 2024 race meet. Horseshoe Indianapolis shall make water and electricity available to each barn during the above periods without charge and will, at its own expense, keep the racetrack properly harrowed and watered during the periods before and after the end of each race meeting.

Each owner of a horse that is permitted by Horseshoe Indianapolis to remain on the grounds throughout the offseason commencing on November 20, 2023, is required to apply for a stall for such horse for the 2024 racing meet. Applicants are not guaranteed a stall for the 2024 racing meet and, if granted a stall for the 2024 racing meet, shall not be entitled to the same stall utilized during the offseason. Backside Facilities shall be made available without charge for HBPA Members permitted by Horseshoe Indianapolis to remain on the grounds throughout the offseason.

In addition, during the racing season, Horseshoe Indianapolis will make the racing surface available for training (6) days per week beginning 35 days prior to beginning of 2024 meet and continuing thereafter until the end of live racing. The starting gate shall be available 2 weeks prior to the beginning of the meet for schooling and work outs five (5) days per week. Clockers will be available six (6) days per week during training and prior to the meet.

After the 2024 meet has ended, Horseshoe Indianapolis will allow horsemen to keep their horses stabled in stalls in the barn area for fourteen (14) days following the conclusion of the 2024 meet, without cost to the HBPA or HBPA Members. Commencing on the Monday following the conclusion of the 2024 race meet and continuing until the opening for the 2025 race meet, the race track will be open for training Mondays through Fridays, with starting

gates set two (2) times per week and a clocker on duty three (3) times per week.

- B. Vendors. Horseshoe Indianapolis may not impose upon horsemen any exclusive arrangement concerning farriers, feed men, tack supplies, or any other suppliers or providers of service customarily used by owners and trainers. Horseshoe Indianapolis will use reasonable efforts to keep unlicensed persons in the above categories off its premises.
- C. Stall Applications for the 2024 Race Meet. Before the 2024 race meet, Horseshoe Indianapolis shall establish a reasonable cutoff date for the submission of stall applications. Horseshoe Indianapolis shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling shall be provided to the HBPA prior to the start of the 2024 race meet and such conditions shall not be materially modified subsequently without the consent of the HBPA. Horseshoe Indianapolis will consider, among other things, the following criteria in allocating stalls to horsemen for use during race meetings:
- (1) The general quality of the horses listed on the stall application;
 - (2) The quality of the racetrack(s) where the horses listed on the stall application have previously raced;
 - (3) The number of starts a trainer listed on the application has made at past Horseshoe Indianapolis race meetings;
 - (4) The financial and professional integrity of the trainer listed on stall application;
 - (5) The total number of stalls requested by a trainer in relation to the number of unallocated stalls;
 - (6) The best interest of Horseshoe Indianapolis and Thoroughbred racing; and
 - (7) Investments made in Indiana horses and farms.

By accepting a stall, a horseman shall be required to use his or her best efforts to run his or her horses during the race meeting consistent with each horse's physical condition and fitness and the race conditions.

- D. Stall Applications for the 2024-2025 Offseason. Before the end of the 2024 race meet, Horseshoe Indianapolis shall establish a cutoff date for the submission of stall applications. Horseshoe Indianapolis shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The location of any stall shall be assigned by Horseshoe Indianapolis in its sole discretion. The conditions for

stabling shall be provided to the HBPA prior to the conclusion of the 2024 race meet and such conditions shall not be materially modified subsequently without the consent of the HBPA. Horseshoe Indianapolis will consider, among other things, the following criteria in allocating stalls to horsemen for use during the 2024-2025 offseason:

- (1) The volume and quality of participation of the horses and trainer listed on the stall application at the 2024 race meet;
- (2) The financial and professional integrity of the trainer listed on stall application;
- (3) The total number of stalls requested by a trainer in relation to the number of stalls the trainer used and the number of horses they started at Horseshoe Indianapolis during the 2024 race meet;
- (4) The best interests of Horseshoe Indianapolis and Thoroughbred racing; and
- (5) The age of the horse. In no event shall a horse two-years-old or younger be allowed on the grounds prior to February 1, 2025.

12. Racing Committee. During the Term of this Agreement, Horseshoe Indianapolis and the HBPA shall organize and maintain a joint committee ("Racing Committee"). The HBPA shall not appoint more than four (4) representatives to the Racing Committee. Horseshoe Indianapolis shall not appoint more than four (4) representatives to the Racing Committee. The Racing Committee shall meet upon the written request of either the HBPA or Horseshoe Indianapolis. The Racing Committee shall meet as needed to discuss such things as possible "house rule" changes, backside issues, promotion, publicity, track conditions, other matters that relate to attendance, pari-mutuel handle, the quality of racing, health benefit programs, death benefits, drug and alcohol abuse programs, and any other program that will aid and assist the racing industry in Indiana to care for its personnel at the highest possible level. The Racing Committee shall keep minutes of its discussions, recommendations, and decisions. Either party may invite a representative of the IHRC to any of these meetings if it so desires.
13. Dues Collection. HBPA has imposed membership dues on HBPA Members in the amount of \$10.00 per horse per start at the Racetrack ("Dues"). Dues shall be collected from each owner, on behalf of the owner and trainer. Horseshoe Indianapolis agrees to deduct Dues from the accounts it maintains for HBPA Members and remit the Dues to HBPA in the month immediately following the month when the Dues were collected.

14. Uplink and Related Transmission Expenses. HBPA authorizes and directs Horseshoe Indianapolis to deduct from the Thoroughbred Horsemen's Purse Account the total amount of \$58,473.00 ("Uplink/Transmission Estimated Expenses") during the Term to help defray the uplink costs and related transmission expenses for export Simulcasting. Following the conclusion of the 2024 race meet, Horseshoe Indianapolis shall calculate the actual uplink costs and related transmission expenses for export Simulcasting for the race meet ("Uplink/Transmission Actual Expenses") and, to the extent the Uplink/Transmission Actual Expenses are not equal to the Uplink/Transmission Estimated Expenses, Horseshoe Indianapolis shall make an adjustment to the HBPA purse account to account for such difference.

15. Representations and Warranties.
 - A. HBPA. In addition to the representations and warranties contained elsewhere in this Agreement, the HBPA warrants, represents, and covenants that:
 - (1) This Agreement has been approved by the Board of Directors of the HBPA;
 - (2) This Agreement is valid and enforceable according to its terms;
 - (3) The HBPA is the "horsemen's association" representing Thoroughbred owners and trainers for purposes of I.C. 4-31-8-6 and the "horsemen's group" representing Thoroughbred owners and trainers for purposes of 15 U.S.C. § 3001, *et seq.*;
 - (4) The HBPA and its officials shall not participate in any delay, interruption, or dispute, or otherwise cause temporary or permanent cessation or suspension of racing at Horseshoe Indianapolis during any race meeting and that they will not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Horseshoe Indianapolis or another person participating in racing at Horseshoe Indianapolis;
 - (5) Each HBPA official shall use all of his or her powers of persuasion and all legal means at their disposal to ensure that all HBPA Members and other backside personnel comply with the terms of this Agreement;
 - (6) The HBPA and its officials shall use their best efforts to respond to requests for consents and other approvals by Horseshoe Indianapolis in a timely and business-like manner, considering the need of Horseshoe Indianapolis to move quickly and decisively;

- (7) This Agreement will be made available for review by HBPA Members and all other licensed owners, trainers, employees and backside personnel at the HBPA office;
- (8) The HBPA shall use its best efforts to ensure that the backside area of the Racetrack is maintained in a safe, clean and orderly condition;
- (9) The HBPA shall not discriminate against horsemen at Horseshoe Indianapolis who are not members of the HBPA in connection with any provision of this Agreement; and
- (10) The HBPA shall use its best efforts to provide health and welfare benefits to backstretch personnel.

B. Horseshoe Indianapolis. In addition to the representations and warranties contained in this Agreement, Horseshoe Indianapolis warrants, represents and covenants that:

- (1) This Agreement has been approved by its General Manager of Racing;
- (2) Horseshoe Indianapolis and its officers, managers and employees shall not without good cause participate in any delay, interruption, or dispute, or otherwise cause temporary or permanent cessation or suspension of racing at Horseshoe Indianapolis during any race meeting and shall not threaten or intimidate any horsemen, HBPA Member, employee or representative thereof;
- (3) Horseshoe Indianapolis shall use its best efforts to keep the backside area of the Racetrack in a safe, clean, and orderly condition;
- (4) Horseshoe Indianapolis shall use its best efforts to assist the HBPA in developing health and welfare programs for backstretch personnel; and
- (5) Horseshoe Indianapolis shall use its best efforts to reschedule any programmed race lost due to cancellation.

16. Governmental Approval. Nothing contained in the Agreement shall be construed as requiring either party to perform any term or terms when such performance is contrary to law or requires prior governmental approval; provided, however, both parties shall use their best efforts to obtain governmental approval if such is required, including approval by the IHRC.

17. Threats of Boycotts by Individual Members. In the event any representative of the HBPA becomes aware of any HBPA Member or Members who is or are threatening to boycott a race at the Racetrack, or any member or members of any horsemen's group or individual horsemen threatening to do likewise, then, in such event, the HBPA shall call a general meeting of horsemen. Notice of such meeting shall be provided to Horseshoe Indianapolis under Section 23 of this Agreement and Horseshoe Indianapolis shall be given an opportunity to appear at such general meeting for the purpose of explaining its position regarding the controversy.
18. Right to Terminate.
- A. Boycotts. If, during the Term, Horseshoe Indianapolis is prevented from conducting a scheduled race due to the concerted action of HBPA Members, the HBPA, or any of its officers or directors, which results in a boycott of a scheduled race, then, in such event, Horseshoe Indianapolis shall have the right to terminate this Agreement by giving written notice to the HBPA. The HBPA shall have until 10:00 A.M. Eastern time of the next day to prevent the boycott of future races and to provide evidence to Horseshoe Indianapolis that any threatened boycott has been prevented. If the HBPA fails to prevent the boycott by that time, then Horseshoe Indianapolis may terminate this Agreement immediately without further action or notice to the HBPA. Such termination shall not constitute an election of remedies nor shall it constitute a waiver of Horseshoe Indianapolis's other remedies in law or equity.
- B. Default. Without limiting Horseshoe Indianapolis's right under Subsection A of this Section, either party may terminate this Agreement upon the other party's failure to substantially perform as required under the terms of this Agreement and such failure continues for fifteen (15) days following the date written notice of default, describing the failure or default in reasonable detail, is provided pursuant to Section 23 of this Agreement. Such termination shall not constitute an election of remedies nor shall it constitute a waiver of a party's other remedies in law or equity.
19. Indemnification. The HBPA shall indemnify and hold harmless Horseshoe Indianapolis from and against any damage, deficiency, loss, action, judgment, cost and expense (including reasonable attorneys' fees) resulting from any claim, demand or cause of action made or brought by a member, or other person, because of any payment made to the HBPA pursuant to the provisions of this Agreement.
20. Further Assurances. The HBPA and Horseshoe Indianapolis shall execute such assignments, instruments and documents and shall give such further assurances as may be necessary to accomplish the purpose and intent of this Agreement.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument
22. Rights of Others. Nothing contained in this Agreement shall be construed as giving an HBPA Member a preference with respect to the eligibility to race, to obtain stalls, to share in purses, to purchase admission tickets for racing events or to participate in any benefit provided by Horseshoe Indianapolis to horsemen.
23. Notices. All notices, requests, demands or other communications as may be required by this Agreement shall be in writing and, if mailed, shall be by certified mail, return receipt requested, and shall be deemed given when received by the party to whom notice is directed. For purposes of this Agreement, the following are the representatives to be noticed and the addresses of the parties, unless and until a different representative or address is provided by a party in a written notice given as provided in this Section:

Horseshoe Indianapolis:

Eric Halstrom, GM of Racing
4300 N. Michigan Road
Shelbyville, IN 46176

Copy to:

Trent McIntosh, SVP & GM
4300 N. Michigan Road
Shelbyville, IN 46176

HBPA:

Joe Davis
President Indiana HBPA
PO Box 228
Fairland, IN 46126

Copy to:

Tim Glyshaw
Executive Director Indiana HBPA
PO Box 228
Fairland, Indiana 46126

24. Waivers. No waiver of any breach of this Agreement or any terms hereof shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or any subsequent breach.
25. Applicable Law. This Agreement is executed and delivered in the State of Indiana and shall be construed and enforced in accordance with the laws of that state.
26. Severability. If any provision of this Agreement is declared invalid by any tribunal, or becomes invalid or inoperative by operation of law, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
27. Assignment. This Agreement shall not be assigned by the HBPA without the written approval of Horseshoe Indianapolis.

28. Entire Agreement; Modification. This is the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement shall be effective unless such modification, variation or amendment is in writing and has been signed by the parties hereto.
29. Binding Effect. This Agreement shall inure to the benefit of, extend to and be binding upon representatives, successors and assigns of Horseshoe Indianapolis and HBPA.


IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year above set forth.

CENTAUR ACQUISITION, LLC
d/b/a Horseshoe Indianapolis Racing & Casino



By: _____
Eric Halstrom, Vice President and General
Manager of Racing

INDIANA HORSEMEN'S BENEVOLENT
AND PROTECTIVE ASSOCIATION, INC.

By:  _____
Joe Davis, President

Agenda Item #8



HORSESHOE®

INDIANAPOLIS
RACING ♦ CASINO

February 29, 2024

Chairman Philip Borst, DVM
Executive Director Deena Pitman
1302 North Meridian Street
Indianapolis, Indiana 46202

Chairman Borst and Executive Director Pitman,

Please see the following list of 2024 Racing Officials at HORSESHOE INDIANAPOLIS for your approval as required by 71 LAC 3.5-1-3 Racing Officials. Our 2024 meet begins on Monday, April 8th.

All the individuals listed below have been previously licensed by the IHRC except for those with an asterisk:

Director of Racing Racing Secretary	Chris Polzin
Assistant Racing Secretary	Christopher Camac
Racing Supervisor Placing Judge	Valerie Riggs
Paddock Judge	Jere R. Smith, Jr.
Placing Patrol Judges	Claudie Alvarez, Brandy Bell, Christopher Camac*, and Jane Jewett
Outriders	John Neal, Wesley Campbell, and [OPEN]
Claims Clerk	Amanda Dake
Clockers	Amanda Dake and Kendra Asbury*
Clerk of Scales	Craig Daligian
Jockeys' Room Custodian	David Hinsley
Starter	Ray Kuwik
Track Superintendent	Anthony Martinez
Horse Identifier	Oscar Sanchez
Photo Finish & Timing	Claudia Alvarez
Silks Attendant	Randi Fowler
Association Veterinarians	Dr. Andrew Hirschy (Chief Association Veterinarian), Dr. Katherine Naughton, Dr. Michael Hardy, Dr. Lyndsay Hagemeyer*, and Dr. Jason Herrmann*
Stall Superintendent	N. Elizabeth Riggs
Horsemen's Bookkeeper	Angie Fryman
Mutuel Manager	Rob Wesner
Director of Security	Matt Vassar
Racing Security Manager	Tim Dewitt
Clarksville OTB General Manager	Brenda Coomer
Clarksville OTB Assistant General Manager	Chance Musch

With Regards,

Eric Halstrom
Vice President & General Manager

Agenda Item #9



March 6, 2024

IHRC Chairman, Philip Borst
IHRC Executive Director, Deena Pitman
1302 N. Meridian St.
Indianapolis, IN 46202

Chairman Borst and Executive Director Pitman,

You are likely aware that the Horseshoe Indianapolis Maintenance Capital Plan for 2024 calls for total spend of \$698,221. That capital was intended to purchase fourteen (14) different vehicles for our Track and Grounds and Equine Maintenance departments. Fortunately, several of our current fleet of vehicles have held up well and are not in need of replacement at this time. With your permission we would like to make some capital substitutions for 2024.

Horseshoe Indianapolis respectfully requests the following planned Maintenance Capital purchases as well as Substitutions for 2024:

Planned 2024 Maintenance Capital to be purchased:

- Ford F250 4x4 Styleside – Pulls Horse Trailer, Salt and Misc. (\$63,234)
- Ford F250 4x4 Styleside – Equine Maintenance for Trash and Misc. (\$63,234)
- Ford F150 4x4 Supercrew XL – Starting Gate (\$52,026)
- Ford F150 4x4 Supercrew XL – Veterinarian Truck (\$52,026)
- Ford F150 4x2 Supercab XL – Landscaping and Grounds (\$45,376)
- Ford F150 4x2 Supercab XL – Landscaping and Grounds (\$45,376)
- Ford F150 4x2 Supercab XL – Landscaping and Grounds (\$45,376)
- Ford F150 4x4 Supercrew Lariat – Tony Martinez (\$74,535)
- Ford F150 4x4 Supercrew Lariat – Terril Gabbard (\$74,535)

Total for Planned purchases: \$515,718

Substitute Maintenance Capital requested to be purchased:

- One (1) 2023 Ford Explorer (\$66,409) – This is a substitution for a listed 2026 Capital Expense item related to our Security Department. The 2026 item is listed as “Frontside Security Vehicle”. The current Frontside Security Ford Explorer has considerably more wear and tear than others and needs to be replaced very soon.
- Three (3) Snow Pushers (\$14,445) – To assist our Equine Maintenance department with winter snow and other seasonal needs of dirt and debris.
- Three (3) Harrows (\$95,230) – The year-round nature of our business has put a lot of pressure on certain pieces of our Track Maintenance team’s equipment and we are in need of new harrows.
- One (1) Gator (\$21,293) – To assist our Security department in their barn area duties.

Total for Substitute purchases: \$198,097

Total 2024 Capital purchases: \$713,815 (\$15,594 in excess of the required 2024 spend)

It is our desire to make Horseshoe Indianapolis the premier racetrack in the country in terms of safety and Best Practice standards. This equipment would help very much. Thanks for your consideration.

Sincerely,



Eric Halstrom
Vice President and General Manager of Racing
Horseshoe Indianapolis

Cc: Eric Smith, Senior State Steward, IHRC
Joe Morris, SVP Racing, Caesars Entertainment

RAY SKILLMAN AUTO GROUP

Sales Order Proposal



PURCHASER'S NAME Horseshoe Indianapo COMPANY Horseshoe Indianapo DATE 11/30/2023
 ADDRESS 4300 N Michigan Rd BUS PHONE _____ RES PHONE _____
 CITY Shelbville STATE IN ZIP 46176 SALESPERSON David Freund

Purchaser agrees to purchase the following described vehicle.

NEW DEMONSTRATOR USED LEASE LOANER OTHER STOCK NO. _____

MAKE <u>Ford</u>	MODEL <u>Explorer</u>	COLOR	TYPE	YEAR <u>2023</u>
SERIAL NO. <u>1FM5K8GC2PGB79489</u>	MILEAGE AT DEL.	E-MAIL ADDRESS <u>dmcdvnn@caesars.com</u>		

OPTIONS	
Included Options	
<u>6588670 36/36</u>	
<u>6813670 72/72</u>	
Optional Equipment	Initials
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

NOTES
<u>#224S INCOMING</u>

By signing below, Purchaser: (i) understands and agrees that the vehicle price identified herein may be higher than the manufacturer's suggested retail price (MSRP), which may exist for many reasons including, but not limited to, the demand for the vehicle and the supply; and (ii) understands that the total vehicle price may be higher as a result of certain vehicle options the Purchaser may elect to add.

DESCRIPTION OF TRADE-IN		
YEAR	MAKE	MODEL
SERIAL NO.	MILEAGE	
	<input type="checkbox"/> MILES EXCEED MECH LIMITS <input type="checkbox"/> MILES UNKNOWN	
CO. PAYOFF TO:	DUE DATE	
ADDRESS	BY	
ACC #	AMOUNT	PER DAY
	PER DAY	AMOUNT

VEHICLE	<u>61510⁰⁰</u>	
	\$	
	\$	
	\$	
	\$	
TOTAL VEHICLE PRICE	\$	
TRADE-IN ALLOWANCE and/or DISCOUNT	\$	
TRADE DIFFERENCE / SELLING PRICE	\$	
<u>Doc fee</u>	\$	<u>225⁰⁰</u>
<u>Inv sales tax</u>	\$	<u>7%</u>
<u>Inv tire tax</u>	\$	<u>1²⁵</u>
<u>Convenience fee</u>	\$	<u>15⁰⁰</u>
<u>Total fee</u>	\$	<u>15²⁵</u>
<u>Theft protection</u>	\$	<u>299⁰⁰</u>
PAY OFF TO	\$	
TOTAL	\$	
REBATES	\$	<u>500⁰⁰</u>
	\$	
	\$	
MINUS TOTAL CASH	\$	
TOTAL BALANCE DUE	\$	

DESCRIPTION OF TRADE-IN		
YEAR	MAKE	MODEL
SERIAL NO.	MILEAGE	
	<input type="checkbox"/> MILES EXCEED MECH LIMITS <input type="checkbox"/> MILES UNKNOWN	
CO. PAYOFF TO:	DUE DATE	
ADDRESS	BY	
ACC #	AMOUNT	PER DAY
	PER DAY	AMOUNT

PAYOFF IS AN ESTIMATE. CUSTOMER AGREES TO PAY ANY DIFFERENCE

TRADE IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS TRADE IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE" "REBUILT" "SALVAGE," "FLOOD," ETC. (initial)

12065
16,409
with tax

Approved _____ Signed _____ Purchaser

All information and pricing terms contained in the Sales Order and Contract and/or Retail Installment Contract subsequently signed by the Parties is controlling and shall override anything to the contrary contained herein. The Parties acknowledge that this Sales Order Proposal is an agreement to agree. Title, taxes, and other applicable fees are extra and not contained herein. Purchaser acknowledges and agrees that the Sales Order Proposal is contingent upon: (i) the Parties both executing and entering into an enforceable Sales Order and Contract and/or Retail Installment Contract; and (ii) if Purchaser intends to finance all or part of this transaction, all obligations are subject to the Purchaser obtaining financing and paying Dealer in full



JOHN DEERE

Selling Equipment



Quote Id: 29836651

Customer: INDIANA GRAND RACING & CASINO

HLA ATTACHMENTS SP3500R08

Hours: 0

Suggested List

Stock Number:

\$ 4,649.00

Selling Price

\$ 4,500.00

Code	Description	Qty	Unit	Extended
SP3500R08LF	HLA 3500 8' RUBBER EDGE SNOW PUSHER W/ TRIP EDGE	3	\$ 4,057.00	\$ 12,171.00

Standard Options - Per Unit

BOKSP23B05	SNOW PUSHER FRAME SKIDSTEER	3	\$ 592.00	\$ 1,776.00
Standard Options Total				\$ 1,776.00

Suggested Price

\$ 13,947.00

Customer Discounts

Customer Discounts Total

\$ -149.00

\$ -447.00

Total Selling Price

\$ 13,500.00

Quote Summary

Prepared For:
 INDIANA GRAND RACING & CASINO
 4300 N MICHIGAN RD
 SHELBYVILLE, IN 46176
 Roy.Smith@indy-grand.com

Prepared By:
 Clinton Garber
 Reynolds Farm Equipment
 12501 Reynolds Drive
 Fishers, IN 46038
 Phone: 317-849-0810
 cgarber@reynoldsfarmequipment.com

Quote Id: 29836651
Created On: 23 October 2023
Last Modified On: 23 October 2023
Expiration Date: 31 October 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
HLA ATTACHMENTS SP3500R08	\$ 4,649.00	\$ 4,500.00 X	3 =	\$ 13,500.00
Equipment Total				\$ 13,500.00

Quote Summary

Equipment Total	\$ 13,500.00
SubTotal	\$ 13,500.00
Sales Tax - (7.00%)	\$ 945.00
Total	\$ 14,445.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,445.00

Salesperson : X _____

Accepted By : X _____

7321 NEW LAGRANGE RD, SUITE 110
LOUISVILLE, KY 40222



**HORSEMEN'S
TRACK AND
EQUIPMENT, INC.**

Quotation

Date	Estimate #
3/6/2024	2574

Name / Address
647 Indiana Grand Racing Attn: Conduent Plant 1 6 Founders Blvd. El Paso, TX 79906

Rep	Terms		FOB
Bloch	Due on receipt		Louisville
Description	Qty	Cost	Total
18' BOX HARROW: Features four rows of teeth and feather bar on back to smooth surface. Includes hydraulics and tires to raise the teeth and spacer to control depth. Holes for pins will be 1/2" diameter. SHIPPING will be estimated at time of completion. Current pricing indicated price listed.	1	25,300.00	25,300.00
	1		0.00
<p><i>Need → 2</i></p> <p><i>shipping</i></p> <p><i>tax 7%</i></p>			<p><i>50,600</i></p> <p><i>5,000</i></p> <p><i>3,892</i></p> <hr style="border: 1px solid black;"/> <p><i>59,492</i></p> <hr style="border: 1px solid black;"/>
Quote valid for 30 days. Material increases could impact thereafter.			

Accepted by: _____

Total \$25,300.00

Phone #	Fax #	E-mail	Web Site
502.423.7798	502.373.8083	rbloch@horsemenstrack.com	www.horsemenstrack.com

7321 NEW LAGRANGE RD, SUITE 110
LOUISVILLE, KY 40222



**HORSEMEN'S
TRACK AND
EQUIPMENT, INC.**

Quotation

Date	Estimate #
3/6/2024	2575

Name / Address
647 Indiana Grand Racing Attn: Conduent Plant 1 6 Founders Blvd. El Paso, TX 79906

Rep	Terms		FOB
Bloch	Due on receipt		Louisville
Description	Qty	Cost	Total
23' DIAMOND HARROW - Uses frame of two 12' diamond harrows with case hardened bolt on teeth. Hydraulics and lift tires. 22' cut width. Shipping to be quoted later as wide load.	2	28,400.00	56,800.00
Allow 4 - 6 weeks for delivery.			0.00
<p><i>Need → 1</i></p> <p><i>shipping</i></p> <p><i>tax 7%</i></p>			<p><i>28,400</i></p> <p><i>5,000</i></p> <p><i>2,338</i></p> <hr style="border: 1px solid blue;"/> <p><i>35,738</i></p> <hr style="border: 1px solid blue;"/>

Accepted by: _____

Total \$56,800.00

Phone #	Fax #	E-mail	Web Site
502.423.7798	502.373.8083	rbloch@horsemenstrack.com	www.horsemenstrack.com



JOHN DEERE



Quote Summary

Prepared For:
INDIANA GRAND RACING & CASINO
4300 N MICHIGAN RD
SHELBYVILLE, IN 46176
Roy.Smith@indy-grand.com

Prepared By:
Clinton Garber
Reynolds Farm Equipment
12501 Reynolds Drive
Fishers, IN 46038
Phone: 317-849-0810
cgarber@reynoldsfarmequipment.com

Quote Id: 30038078
Created On: 01 December 2023
Last Modified On: 01 December 2023
Expiration Date: 31 December 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV825M S4 (Model Year 2024)	\$ 23,705.99	\$ 19,900.00 X	1 =	\$ 19,900.00
Equipment Total				\$ 19,900.00

Quote Summary

Equipment Total	\$ 19,900.00
SubTotal	\$ 19,900.00
Sales Tax - (7.00%)	\$ 1,393.00
Total	\$ 21,293.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,293.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 30038078

Customer: INDIANA GRAND RACING & CASINO

JOHN DEERE GATOR™ XUV825M S4 (Model Year 2024)

Hours:

Suggested List

Stock Number:

\$ 23,705.99

Selling Price

\$ 19,900.00

Code	Description	Qty	Unit	Extended
57ECM	GATOR™ XUV825M S4 (Model Year 2024)	1	\$ 20,699.00	\$ 20,699.00

Standard Options - Per Unit

0202	United States	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1027	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Steel Wheels	1	\$ 0.00	\$ 0.00
2007	Bench Seat - Black	1	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	\$ 0.00
4000	OSR Nets	1	\$ 0.00	\$ 0.00
4030	Black Roof	1	\$ 792.00	\$ 792.00
4199	Less Rear Bumper	1	\$ 0.00	\$ 0.00
4201	Front Brush Guard	1	\$ 330.00	\$ 330.00
Standard Options Total				\$ 1,122.00

Dealer Attachments

BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 809.99	\$ 809.99
Dealer Attachments Total				\$ 809.99

Value Added Services Total \$ 0.00

Other Charges

Freight	1	\$ 1,075.00	\$ 1,075.00
Other Charges Total			\$ 1,075.00

Suggested Price \$ 23,705.99

Customer Discounts

Customer Discounts Total \$ -3,805.99

Total Selling Price \$ 19,900.00

EQUIPMENT SUMMARY & PLAN

Year	Brand	Model	Description / Use	ID Number	Year Acq'd	Life	Scheduled Replacement	Inflation Allowance 2018 Replace Cost	Years Out	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
									2018	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Hoosier Park - Backside Maintenance & Operations																								
Andrew Paxson																								
Pickup Trucks																								
1995	Chevrolet	4x4	Backside General	Replace ALL w/ F250 4WD	2011	7	2019	\$ 40,000		\$ 40,800					\$ 45,046							\$ 51,744		
2004	Chevrolet	Silverado Flatbed	Pickup Supplies, BS Trash	4 Crew Cab	2011	7	2019	\$ 40,000		\$ 40,800					\$ 45,046							\$ 51,744		
2007	Chevrolet	2500HD	Fleet Maint & Haul Horses	CK, AP, Misc, Fac	2012	7	2019	\$ 40,000		\$ 40,800					\$ 45,046							\$ 51,744		
2008	Ford	F150	Backside Maintenance	Regularcab for Balance Bed - 6.75 ft crew cabs	2011	7	2019	\$ 40,000		\$ 40,800					\$ 45,046							\$ 51,744		
2014	Dodge	Ram 1500	Cooper - Crew Cab	Bed - 8 ft for Regular Cab	2016	7	2019	\$ 50,000		\$ 51,000					\$ 56,308							\$ 64,680		
2017	Ford	F250	Andrew - Crew Cab	XLT Trim Package	2017	7	2024	\$ 50,000							\$ 56,308							\$ 64,680		
2017	Ford	F250	General TM - Crew Cab		2017	7	2024	\$ 50,000							\$ 56,308							\$ 64,680		
2017	Ford	F250	General TM & Snow		2017	7	2024	\$ 40,000							\$ 45,046							\$ 51,744		
2017	Ford	F250	General TM & Snow		2017	7	2024	\$ 40,000							\$ 45,046							\$ 51,744		
2016	Ford	350 Transit Van	Paddock - WC Shuttle		2016	7	2024	\$ 50,000							\$ 56,308							\$ 64,680		
2017	Ford	T-250 Transit Van	Housekeeping		2017	7	2024	\$ 40,000							\$ 45,046							\$ 51,744		
2017	Ford	T-250 Transit Van	Special Projects		2017	7	2024	\$ 40,000							\$ 45,046							\$ 51,744		
Gators																								
2017	John Deere	PR15 Gator TS MY16	Backside Security		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2017	John Deere	PR15 Gator TS MY16	Backside Security		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2017	John Deere	PR15 Gator TS MY16	Backside Security		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2017	John Deere	PR15 Gator TS MY16	IHRC		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2017	John Deere	PR15 Gator TS MY16	Track Maintenance		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2017	John Deere	PR15 Gator TS MY16	Track Maintenance		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2017	John Deere	PR15 Gator TS MY16	Backside Housekeeping		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2017	John Deere	PR15 Gator TS MY16	Backside Maintenance		2017	5	2022	\$ 8,500					\$ 9,201				\$ 10,158					\$ 11,216		
2016	John Deere	825i 4-Seat Gator	BS Maint & Events		2016	5	2022	\$ 15,000					\$ 16,236				\$ 17,926					\$ 19,792		
Equipment																								
1991	Ford	L-8000 Semi	Haul Manure Disp. Trailer		2011	20	2019	\$ 100,000		\$ 102,000														
2011	Intl	4300	Wash Stall Pump (primary)		2017	10	2025	\$ 100,000							\$ 114,869									
1995	Chevrolet	Kodiak	Wash Stall Pump (backup)	Eliminate in 2025	2025		Eliminate																	
2008	Bobcat	S185	General Material Moving	Replace w/ John Deere	2011	10	2021	\$ 50,000			\$ 53,060											\$ 64,680		
2006	Bobcat	463	Cleaning Stalls	Replace w/ John Deere	2011	15	2021	\$ 30,000			\$ 31,836													
2017	JCB	541-70 Telehandler	Move Manure		2017	5	2022	\$ 120,000					\$ 129,892				\$ 143,411					\$ 158,337		
1998	Caterpillar	416C Backhoe	Dispose at Auction - August		2011		2011																	
NEW	John Deere	310K backhoe	Loading & Excavation	Expect August Delivery	2018	10	2028	\$ 111,000	\$ 111,000									\$ 135,308						
2005		Util Trailer - Tan Axel	Haul Horses to Purdue	Replace with Murphy's	2005	14	2019	\$ 10,000		\$ 10,200													\$ 13,459	
2000	Miller	Generator/Welder				15	2020	\$ 10,000			\$ 10,404													
Snow Management																								
1997	Caterpillar	938G Wheel Loader	Replace w/ JD 524 Loader																					
		Large Snow Box					2025	\$ 6,000						\$ 6,892										
2017	JCB	541-70 Telehandler																						
		Medium Snow Box			2016	15	2031	\$ 4,000													\$ 5,174			
NEW	John Deere	310K backhoe																						
NEW		Medium Push Box	Expect June Delivery		2018	15	2033	\$ 4,000	\$ 4,000														\$ 5,383	
2018	John Deere	5090 Loader tractor	Landscaping																					
NEW		Medium Push Box	Expect June Delivery		2018	15	2033	\$ 4,000	\$ 4,000														\$ 5,383	
2017	Ford	F250	General TM & Snow																					
2017		Snow Plow Blade			2017	10	2027	\$ 7,500									\$ 8,963							
2017		Salt Spreader			2017	10	2027	\$ 5,000									\$ 5,975							
2017	Ford	F250	General TM & Snow																					
2017		Snow Plow Blade			2017	10	2027	\$ 7,500									\$ 8,963							
2017		Salt Spreader			2017	10	2027	\$ 5,000									\$ 5,975							

EQUIPMENT SUMMARY & PLAN

Inflation Allowance
2018
Replace
Cost

SCHEDULED REPLACEMENT

Years Out	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15								
	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%								
2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033								
Frontside Operations																							
Hoosier Park - Joe Noel																							
Vehicles																							
2008		Old Shuttle - Seats Rem	Catering	Comb Funct with Box Trk	2012		Eliminate																
2007	Isuzu	NPR HD	Receiving Box Truck	Intl - 20 ft, dock height	2016	10	2019	\$ 100,000		\$ 102,000				\$ 124,337									
2000	Chevrolet	C1500	Frontside Trash Truck	Replace with F250	2012	7	2019	\$ 40,000		\$ 40,800				\$ 45,046	\$ 51,744								
2008	Ford	F150	Electrician	Replace with F250	2008	7	2019	\$ 40,000		\$ 40,800				\$ 45,046	\$ 51,744								
2017	Ford	F250	Trash Pickup		2018	7	2019	\$ 40,000	\$ 40,000					\$ 45,046	\$ 51,744								
2017	Ford	F150	Frontside Maintenance	Replace with F250	2018	7	2024	\$ 40,000	\$ 15,000					\$ 45,046	\$ 51,744								
2016	Glaval	Ford E350 Chassis	Shuttle Bus		2016	6	2020	\$ 90,000						\$ 93,636	\$ 105,449								
2016	Glaval	Ford E350 Chassis	Shuttle Bus		2016	6	2020	\$ 90,000						\$ 93,636	\$ 105,449								
2016	Glaval	Ford E350 Chassis	Shuttle Bus		2016	6	2020	\$ 90,000						\$ 93,636	\$ 105,449								
2016	Glaval	Ford E350 Chassis	Shuttle Bus		2016	6	2020	\$ 90,000						\$ 93,636	\$ 105,449								
2016	Ford	Explorer Interceptor	Security		2016	5	2021	\$ 40,000						\$ 42,448	\$ 46,866								
2016	Ford	Explorer Interceptor	Security		2016	5	2021	\$ 40,000						\$ 42,448	\$ 46,866								
2016	Ford	Explorer Interceptor	Security		2016	5	2021	\$ 40,000						\$ 42,448	\$ 46,866								
2015	Chevrolet	City Express	New Haven - Delivery Van		2016	8	2024	\$ 30,000						\$ 33,785	\$ 38,047								
Gators																							
2017	John Deere	PR15 Gator TS MY16	Frontside Landscaping		2017	5	2022	\$ 8,500						\$ 9,201	\$ 10,158								
2017	John Deere	PR15 Gator TS MY16	Frontside Landscaping		2017	5	2022	\$ 8,500						\$ 9,201	\$ 10,158								
2017	John Deere	PR15 Gator TS MY16	Frontside Cleanup w/ Cart		2017	5	2022	\$ 9,500						\$ 10,283	\$ 11,353								
2016	John Deere	825i 4-Seat Gator	FS & BS Maintenance	Trade-In	2016	5	2022	\$ 15,000						\$ 16,236	\$ 17,926								
2018	John Deere	825i 2-seat w/ Cab, Blade	Snow & General Maint	June Delivery	2018	5	2022	\$ 20,000	\$ 20,000					\$ 21,649	\$ 23,902								
Landscaping																							
Trucks																							
2002	Intl	4900	Landscape Watering Truck		2015	10	2023	\$ 150,000						\$ 165,612	\$ 201,880								
2017	Ford	F350 w/ Dump Bed	Landscape Dump Truck		2017	10	2027	\$ 110,000						\$ 131,460									
Equipment																							
2018	John Deere	5090 Loader tractor	Landscaping		2018	10	2028	\$ 81,000	\$ 81,000					\$ 98,739									
		Straight Blade	Tractor Attachment					\$ 5,000						\$ 5,202	\$ 5,743								
		Roto Tiller	Tractor Attachment					\$ 5,000						\$ 5,202	\$ 5,743								
		Aerator	Tractor Attachment					\$ 5,000						\$ 5,202	\$ 5,743								
		Box Blade	Tractor Attachment					\$ 5,000						\$ 5,202	\$ 5,743								
		Bush Hog mower	Tractor Attachment					\$ 5,000						\$ 5,202	\$ 5,743								
		Finish Mower	Tractor Attachment					\$ 5,000						\$ 5,202	\$ 5,743								
2016	John Deere	915	Small Zero Turn Mower		2016	5	2020	\$ 7,500						\$ 7,803	\$ 8,615								
2015	John Deere	930	72" Zero Turn Mower		2015	5	2020	\$ 11,000						\$ 11,444	\$ 12,636								
2015	John Deere	930	72" Zero Turn Mower		2015	5	2020	\$ 11,000						\$ 11,444	\$ 12,636								
2015	John Deere	930	72" Zero Turn Mower		2015	5	2020	\$ 11,000						\$ 11,444	\$ 12,636								
Sub-Toal - Hoosier Park																							
								\$ 446,000	\$ 999,200	\$ 458,296	\$ 212,242	\$ 286,303	\$ 491,316	\$ 799,575	\$ 748,369	\$ 562,397	\$ 477,439	\$ 436,400	\$ 211,995	\$ 1,255,559	\$ 949,507	\$ 975,755	\$ 1,067,274

EQUIPMENT SUMMARY & PLAN

EQUIPMENT SUMMARY & PLAN										SCHEDULED REPLACEMENT															
Year	Brand	Model	Description / Use	ID Number	Year Acq'd	Life	Scheduled Replacement	Inflation Allowance 2018 Replace Cost	Years Out	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
									2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Frontside Operations																									
Glendel Cobel																									
Vehicles																									
?	?	?	Receiving Box Truck			10	2019	\$ 100,000		\$ 102,000									\$ 124,337						
2015	Dodge	Ram	Facilities Pickup Truck		2015	7	2019	\$ 50,000		\$ 51,000				\$ 56,308							\$ 64,680				
2015	Ford	F250	Facilities Pickup Truck	1FT7X2B66FEB76411	2015	7	2019	\$ 50,000		\$ 51,000				\$ 56,308							\$ 64,680				
2014			Shuttle Bus	Dispose at Auction	2014	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2014			Shuttle Bus	Dispose at Auction	2014	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2015			Shuttle Bus	7	2015	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2015			Shuttle Bus	8	2015	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2017			Shuttle Bus	9	2017	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2017			Shuttle Bus	10	2017	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2017			Shuttle Bus	11	2017	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2017			Shuttle Bus	12	2017	6	2020	\$ 90,000			\$ 93,636					\$ 105,449								\$ 121,128	
2018	Ford	Explorer Interceptor	Frontside Security		2018	5	2018	\$ 40,000	\$ 40,000			\$ 42,448				\$ 46,866					\$ 51,744				
2016	Ford	Explorer Interceptor	Frontside Security	1FM5K8AR5GGD04501	2016	5	2021	\$ 40,000			\$ 42,448					\$ 46,866					\$ 51,744				
2008	Ford	F150	Change to Ford Explorer	1FTPW14V228FB34123		5	2019	\$ 40,000	\$ 40,800		\$ 42,448				\$ 46,866						\$ 51,744				
Gators																									
2016	John Deere	Gator TS	Rose - Trash Cleanup		2016	5	2022	\$ 8,500				\$ 9,201				\$ 10,158							\$ 11,216		
New	John Deere	Gator TS	Frontside Maintenance	June Delivery	2018	5	2022	\$ 8,500	\$ 8,500			\$ 9,201				\$ 10,158							\$ 11,216		
Equipment																									
2018		Custom	Garage Press Wash Trailer		2018	10	2028	\$ 30,000											\$ 36,570						
Sub-Toal - Indiana Grand									\$531,500	\$ 1,116,900	\$ 971,734	\$ 137,957	\$ 173,730	\$ 813,708	\$ 698,221	\$ 702,996	\$ 984,194	\$ 191,812	\$ 213,324	\$ 491,133	\$ 1,128,735	\$ 1,047,821	\$ 963,879	\$ 1,960,930	
TOTAL HOOSIER PARK AND INDIANA GRAND									\$977,500	\$ 2,116,100	\$ 1,430,030	\$ 350,199	\$ 460,034	\$ 1,305,024	\$ 1,497,796	\$ 1,451,364	\$ 1,546,590	\$ 669,252	\$ 649,724	\$ 703,128	\$ 2,384,295	\$ 1,997,329	\$ 1,939,634	\$ 3,028,204	
									2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	