

TOMPKINS–GEERS EARLY CLOSER

Four Separate Colt & Filly Races

For 2-Year-Old & 3-Year-Old Trotters & Pacers in 2019

OWNED AND SERVICED BY: The Hambletonian Society, Inc.

SPONSORED BY: American Racing and Entertainment, LLC

TO BE RACED AS: Eight races. Separate Colt (including geldings) and Filly divisions for 2-year-old & 3-year-old trotters (Tompkins Memorial) and 2-year-old & 3-year-old pacers (Geers Stake).

TO BE RACED AT: Tioga Downs, Vernon Downs or The Meadowlands. ("Track"). Definite dates and Track will be published in the *U.S.T.A. Stakes Guide* in the year of the races. If for any reason it becomes impractical or undesirable, in the opinion of The Hambletonian Society ("Society"), to hold this race at the Track designated, the Society reserves the right to change the date and/or the location of the Track for either any or all races ("Race").

FOR: Foals of 2016 & 2017 whose sires were foaled in 2010 or earlier (five-year-olds or older in 2016, the year of breeding) and foals of 2017 by younger Stallions as provided below.

STALLION RESTRICTION: Those foals of 2016 & 2017 sired by Stallions which were four-year-olds or younger in 2015 & 2016 are NOT ELIGIBLE, unless they meet one of the following exemptions:

- 1). The Stallion serviced mares and started a minimum of six (6) times after April 1 in its four-year-old season (2015/2016), or;
- 2). The Stallion develops a condition while in training that prevents him from racing competitively for the four year old season or;
- 3). The Stallion did not start at least six (6) times in its three-year-old season (2014/2015), or;
- 4). The Stallion did not start after August 1 of its three-year-old season, or;
- 5). The Stallion did not earn more than \$500,000 in its three-year-old season (including any foreign earnings as calculated by the U.S.T.A.), or;
- 6). A licensed veterinarian of the Stallion Owner's choice ("Owner," which includes all beneficial owners at the time, as well as lessee(s) or managers) has certified to the Sponsor that in his/her opinion, the Stallion in question would be unfit to race competitively in its four-year-old season (2015/2016) due to unsoundness or another serious medical condition. That certification must be in writing and accepted by the Sponsor in writing prior to the Stallion commercially servicing any mares. The Sponsor reserves the right to have the Stallion in question subsequently examined by licensed veterinarians on staff at a university veterinary school in close proximity to the physical location of the Stallion for confirmation or rejection of the prior findings regarding the Stallion's fitness to race at age four. The confirmation or rejection by the university staff will be accepted as final regarding the eligibility of the progeny of the Stallion in question. The Sponsor shall bear the full expense of the university veterinary school examination of the Stallion and written certification of their opinion of the fitness of the Stallion in question. It is strongly advised that the above written acceptance by the Sponsor be received by the Owner of said Stallion prior to booking any mares to the Stallion in order that the eligibility of the Stallion's foals is determined for all affected parties. The Owner of the Stallion shall solely be responsible for notifying the Owner(s) of mares booked to breed to the Stallion as to the eligibility, or lack thereof, to any and all stakes affected by the rules herein.

Further, the decision of the Sponsors ("Sponsors," which includes all owner(s) of the Race, any party that adds funds to the Race, the Track and the Society) on the above shall be final and not subject to appeal. Both the Owner of the nominated foal and the Stallion Owner hereby covenant, agree and affirm that any and all appeal rights in law or equity that the such Owner otherwise may have with respect to the decision of the Sponsors is hereby released, waived and terminated.

Both the Owner of the nominated foal and the Stallion Owner hereby agree to indemnify and hold harmless the Sponsors, their officers, directors, employees, agents and representatives (each, an "Indemnified Party") against any loss, damage, expense (including reasonable attorneys' fees and court costs) or other liability suffered or incurred by the Indemnified Party (collectively, "Damages") by reason of, related to, or in connection with the decision of the Sponsors as to the eligibility of any 2-year-old to race in 2019, including, but not limited to, damages incurred as a result of a challenge to or appeal of the Sponsors' decision by any successor or subsequent Owner of the nominated foal, a breeder of the nominated foal, the owner of the sire or dam of the nominated foal or any other party purporting to have an interest in this matter.

The Sponsors reserve the right to add to, amend, or delete any of the above language as it deems necessary in its best interest without liability.

The age of all nominated foals is subject to U.S.T.A. foaling date rules.

CANCELLATION: The Society, NMR and the Track further reserve the right to cancel either one or more of the races if for reasons beyond their control it becomes impractical or undesirable in their opinion to conduct said race or races. If an event is not raced due to circumstances beyond their control, the Sponsors' responsibility and liability will be limited to refunding without interest nomination, sustaining and entrance fees collected toward canceled events that have not been disbursed at the time of cancellation. If canceled after the first 2-year-old payment, these monies will be prorated among the owners of the horses eligible at the time of cancellation.

PURSE: *Actual 2018 total purses were:*

2-Year-Old Colt Trot	\$57,800	(2 divisions)
2-Year-Old Filly Trot	\$58,000	(2 divisions)
2-Year-Old Colt Pace	\$50,400	(2 divisions)
2-Year-Old Filly Pace	\$59,500	(2 divisions)
3-Year-Old Colt Trot	\$61,900	(1 division)
3-Year-Old Filly Trot	\$68,600	(1 division)
3-Year-Old Colt Pace	\$75,200	(3 divisions)
3-Year-Old Filly Pace	\$70,500	(3 divisions)

ADDED MONEY: The Sponsor will add \$15,000 to each of the four 2-year-old events, \$25,000 to the 3-year-old filly pace and trot, and \$30,000 to the 3-year-old colt pace and trot.

PAYMENTS: (U.S. Funds only)

On 2-Year-Olds:

March 15, 2019 – 1st payment (nomination)	\$300
May 15, 2019 – 2nd payment (sustaining)	\$300
Entrance Fee.....	\$500

On 3-Year-Olds:

February 15, 2019 – 1st payment (nomination)	\$300
March 15, 2019 – 2nd payment (sustaining)	\$300
Entrance Fee.....	\$500

DECLARATION: Entrance Fee shall be due with declaration to start at the track where the race is being held at the time and date posted on the Condition Sheet.

Entrance fee shall be due at time of declaration and payable not later than one hour prior to post time of the race to be contested. All entrance fees shall be made payable to the Track.

Qualifying standards shall be those in effect for Added Money races at the Host Track at time of entry.

FILLY NOTICE: Fillies are not eligible to the colt races.

SUPPLEMENTAL DECLARATIONS: There are no supplemental declarations allowed for any of these races.

PAYMENT DISTRIBUTION: All payments will be credited to the specific race.

TRANSFER: Eligibles changing gait may be transferred at any time. Payments already made remain with the original gait.

NOTICE: U.S.T.A. Rule 12.04 provides: "Failure to make any payment required by the conditions constitutes an automatic withdrawal from the event." The Hambletonian Society, Inc. will construe payment to require that cash or check duly honored upon presentation be received at the time specified in U.S.T.A. Rule 12.02.

WAIVER: As a condition of participation in the Tompkins–Geers Early Closer the Owner(s) of the nominated horse(s) hereby grants to the Society, its representatives, successors, and assigns the absolute right to copyright and publish, use or reuse still and motion photographic images of its horses, drivers, trainers, employees, officers and agents, in whole or in part, in composite or in distorted character, with or without use of names, in color or otherwise, for the purpose of promotion, advertising, trade or other lawful purpose in any and all media. Owner(s) waives any right to inspect and/or approve the finished product or the copy that may be used in connection therewith or the use to which it might be applied. Owner(s) further agrees to inform his drivers, trainers, employees, officers and agents of the authority granted to the Society herein, to hold Society harmless from any and all liability and damages, and to indemnify the Society from same should any such owner(s), driver(s), trainer(s), employee(s), officer(s) and agent(s) challenge Society's rights as set forth above.

RACING CONDITIONS: All events to be raced as one dash at one mile. In the event it becomes necessary to split any event, that event may be held in divisions. The decision to split will be made by the Track(s) racing office.

Stable entries will be seeded by lot whenever possible. There will be no refunds for scratched horses.

All starters are subject to the detention policy of the race track.

MONEY DIVISION: Purses for all races will be divided 50-25-12-8-5%.

DRIVERS AND TRAINERS FEES: The drivers and trainers fees may be disbursed in accordance with the policy of the track at the time of the race.

DISPUTES: In the case of any dispute as to the interpretation of these conditions, the decision of the Executive Committee of The Hambletonian Society, Inc. shall be final. All fees and payments in any race are accepted on the condition that all claims, objections and appeals arising out of these races or with respect to any interpretation of any rules or conditions of the races, or otherwise shall be decided by Executive Committee of the Hambletonian Society, Inc.

RULES: Unless otherwise specified and except as may be affected by a state or provincial racing Commission or Board, U.S.T.A. rules not in conflict with these conditions or the future amended conditions in the year of the race to govern, as well as the Track rules & regulations. The conditions and rules and regulations shall be those in effect at the time of the race.

NOMINATION AND SUSTAINING CHECKS PAYABLE TO AND MAIL TO:

The Hambletonian Society, Inc.

Cranbury Gates Office Park

109 South Main Street, Suite 18

Cranbury, NJ 08512-3714
