

Agenda Item #7-10

71 IAC 11-1-12 Contracts with a permit holder; approval by **executive director**

Authority: IC 4-31-3-9

Affected: IC 4-31-5; IC 4-31-6-1

Sec. 12. (a) The **following contracts must be approved by the commission or the executive director:**

- (1) contracts for management,
- (2) **contracts for totalizator services,**
- (3) contracts with horsemen's associations,
- (4) **a contract or a series of contracts between a permit holder and a related party that exceeds fifty thousand dollars (\$50,000), other than a contract for employment.**

(b) **"Related party" means:**

- (1) **An individual or business entity having a pecuniary interest in a permit holder, or an affiliate thereof if the permit holder or affiliate is not a publicly held company.**
- (2) **A holder of more than five percent (5%) of the outstanding shares of a permit holder or an affiliate thereof if the permit holder or affiliate is a publicly held company.**
- (3) **A key person of a permit holder or an affiliate thereof.**
- (4) **An affiliate of a permit holder.**
- (5) **A relative of a holder of more than five percent (5%) of the outstanding shares of a permit holder or an affiliate thereof if the permit holder or affiliate is a publicly held company.**
- (6) **A relative of a key person of a permit holder or an affiliate thereof.**
- (7) **A relative of an affiliate of a permit holder.**
- (8) **A trust for the benefit of or managed by a permit holder or an affiliate or a key person thereof.**
- (9) **Another person who is able to control or significantly influence the management or operating policies of a permit holder or an affiliate thereof.**

(c) **Any contract required to be approved by the commission or the executive director shall be submitted for approval within seven (7) days of the execution of the contract. The commission or the executive director may refuse to approve a contract in (a) if it is determined that the contract is not in the best interest of horse racing and pari-mutuel wagering.**

(d) **A contract or transaction entered into by a permit holder that exceeds the total dollar amount of fifty thousand dollars (\$50,000) shall be a written contract.**

(e) **The commission reserves the right to terminate any contract executed by a permit holder that is not in compliance with IC 4-31, IC 4-35, or this title.**

(Indiana Horse Racing Commission; 71 IAC 11-1-12; emergency rule filed Feb 10, 1994, 9:20 a.m.: 17 IR 1212; errata filed Mar 9, 1994, 2:50 p.m.: 17 IR 1622; emergency rule filed Mar 25, 1996, 10:15 a.m.: 19 IR 2086; readopted filed Oct 30, 2001, 11:50 a.m.: 25 IR

899; readopted filed Mar 23, 2007, 11:31 a.m.: 20070404-IR-071070030RFA; readopted filed Nov 26, 2013, 11:25 a.m.: 20131225-IR-071130345RFA)

71 IAC 11-1-16 Material modification; expansion or reduction of proposed or existing facility

Authority: IC 4-31-3-9 .

Affected: IC 4-31

Sec. 16. No permit holder may materially alter an existing or proposed race track facility after a permit has been issued for that facility without prior approval of the commission or, upon delegation by the commission, the secretary of the commission. No permit holder may expand or reduce an existing or proposed race track facility after a permit has been issued for that facility, which expansion or reduction would result in an increase or decrease in the actual cost of the facility of ~~twenty-five thousand dollars (\$25,000)~~ **five hundred thousand dollars (\$500,000)** or more as compared to the estimated or projected development costs of the facility as proposed at the time the permit was granted or which would cost in excess of ~~fifty thousand dollars (\$50,000)~~ **five hundred thousand dollars (\$500,000)** at an existing facility, without the prior approval of the commission or, upon delegation by the commission, the secretary of the commission. In the event a permit holder shall fail to obtain required approval, the commission may revoke or suspend the permit holder's permit or assess such fines or penalties which the commission shall in its discretion deem appropriate. (*Indiana Horse Racing Commission; 71 IAC 11-1-16; emergency rule filed Feb 10, 1994, 9:20 a.m.: 17 IR 1213; emergency rule filed Mar 25, 1996, 10:15 a.m.: 19 IR 2087; readopted filed Oct 30, 2001, 11:50 a.m.: 25 IR 899; readopted filed Mar 23, 2007, 11:31 a.m.: 20070404-IR-071070030RFA; readopted filed Nov 26, 2013, 11:25 a.m.: 20131225-IR-071130345RFA*)

71 IAC 12-1-15 Contracts with a license holder; approval by **executive director**

Authority: IC 4-31-3-9

Affected: IC 4-31-5.5; IC 4-31-6-1

Sec. 15. (a) **The following contracts must be approved by the commission or the executive director:**

- (1) **contracts for management;**
 - (2) **contracts for totalizer services;**
 - (3) **a contract or a series of contracts between a license holder and a related party that exceeds fifty thousand dollars (\$50,000), other than a contract for employment.**
- (b) **"Related party" means:**
- (1) **An individual or business entity having a pecuniary interest in a license holder, or an affiliate thereof if the license holder or affiliate is not a publicly held company.**

(2) A holder of more than five percent (5%) of the outstanding shares of a license holder or an affiliate thereof if the permit holder or affiliate is a publicly held company.

(3) A key person of a license holder or an affiliate thereof.

(4) An affiliate of a license holder.

(5) A relative of a holder of more than five percent (5%) of the outstanding shares of a license holder or an affiliate thereof if the license holder or affiliate is a publicly held company.

(6) A relative of a key person of a license holder or an affiliate thereof.

(7) A relative of an affiliate of a license holder.

(8) A trust for the benefit of or managed by a license holder or an affiliate or a key person thereof.

(9) Another person who is able to control or significantly influence the management or operating policies of a license holder or an affiliate thereof.

(c) Any contract required to be approved by the commission or the executive director shall be submitted for approval within seven (7) days of execution of the contract. The commission or the executive director may refuse to approve a contract in (a) if it is determined that the contract is not in the best interest of horse racing or pari-mutuel wagering.

(d) A contract or transaction entered into by a license holder that exceeds the total dollar amount of fifty thousand dollars (\$50,000) shall be a written contract.

(e) The commission reserves the right to terminate any contract executed by a license holder that is not in compliance with IC 4-31, IC 4-35, or this title.

(Indiana Horse Racing Commission; 71 IAC 12-1-15; emergency rule filed Feb 10, 1994, 9:20 a.m.: 17 IR 1218; errata filed Mar 9, 1994, 2:50 p.m.: 17 IR 1622; readopted filed Oct 30, 2001, 11:50 a.m.: 25 IR 899; readopted filed Mar 23, 2007, 11:31 a.m.: 20070404-IR-071070030RFA; readopted filed Nov 26, 2013, 11:25 a.m.: 20131225-IR-071130345RFA)

71 IAC 12-1-19 Material modification, expansion, or reduction of proposed or existing satellite facility

Authority: IC 4-31-3-9

Affected: IC 4-31

Sec. 19. No license holder may materially alter an existing or proposed satellite facility after a license has been issued for that facility without prior approval of the commission or, upon delegation by the commission, the secretary of the commission. No license holder may expand or reduce an existing or proposed satellite facility after a license has been issued for that facility, which expansion or reduction would result in an increase or decrease in the actual cost of the facility of ~~twenty-five thousand dollars (\$25,000)~~ **five hundred thousand (\$500,000)** or more in as compared to the estimated or projected development costs of the facility as proposed at the

time the license was granted or which would cost in excess of ~~fifty thousand dollars (\$50,000)~~
five hundred thousand (\$500,000) at an existing facility, without prior approval of the
commission or, upon delegation by the commission, the secretary of the commission. In the
event a license holder shall fail to obtain required approval, the commission may revoke or
suspend the license holder's license or assess such fines or penalties which the commission shall
in its discretion determine appropriate

STATE OF INDIANA

BEFORE THE INDIANA HORSE RACING COMMISSION

IN RE:

PETITION OF CENTAUR HOLDINGS, LLC,)
NEW CENTAUR, LLC AND HOOSIER)
PARK, LLC FOR APPROVAL TO ENTER INTO)
LEASE WITH FOOD SERVICE MAX, LLC)
d/b/a TOMMY J'S PIZZA CAFÉ/TRACK SIDE)

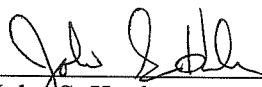
PETITION

Comes Now Petitioners, Centaur Holdings, LLC (**Holdings**), New Centaur, LLC (**Centaur**), and Hoosier Park, LLC (**Hoosier Park**), by counsel, requests the Commission to approve Hoosier Park entering into a Lease with Food Services Max d/b/a Tommy J's Pizza Café/Track Side (Tommy J's), LLC. In support of this Petition, petitioners state that:

1. Holdings is the owner of Centaur, which is the owner of Hoosier Park;
2. Hoosier Park is the holder of a permit to conduct a horse racing meeting at its facilities located in Anderson, Indiana, which permit was issued by the Commission pursuant to IC 4-31-5-8. The permit issued to Hoosier Park was most recently renewed by the Commission at its regular meeting on November 17, 2014;
3. Hoosier Park is the holder of (3) licenses to conduct pari-mutuel wagering at its satellite facilities in Fort Wayne, Indianapolis and Merrillville (inactive at this time – please see Commission Order entered at January 28, 2015 meeting). These (3) licenses were issued by the Commission pursuant to IC 4-31-5.5 -3 and were most recently renewed by the Commission at its regular meeting on November 17, 2014;
4. Petitioner's request that the Commission approve Hoosier Park entering into a Lease with Tommy J's to operate a restaurant and occupy space on the lower floor of Hoosier Park's grandstand (Tommy J's Lease). A true and accurate copy of the Tommy J's Lease is attached hereto as Confidential Exhibit A and by reference made a part hereof;
5. Commission approval of the Tommy J's Lease is required by 71 IAC 11-1-12; and
6. Entry into the Tommy J's Lease will not adversely impact the integrity of pari-mutuel horse racing but will provide Hoosier Park customers with another exquisite dining alternative featuring authentic Italian cuisine expertly prepared by a local Anderson restaurant operator with many years of experience.

WHEREFORE, Petitioners respectfully request leave of the Commission for Hoosier Park to enter into the Tommy J's Lease and for such other relief which is right and proper in the premises.

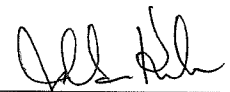
Respectfully Submitted,



John S. Keeler, Attorney for Petitioners

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon Lea Ellingwood, 1302 N. Meridian Street, Suite 175, Indianapolis, Indiana 46202, by hand delivery, this 20th day of March, 2015.



John S. Keeler

John S. Keeler, Attorney # 5110-49
Attorney for Petitioners
10 West Market Street, Suite 200
Indianapolis, IN 46204
(317)656-8782
jkeeler@centaugaming.net

STATE OF INDIANA

BEFORE THE INDIANA HORSE RACING COMMISSION

IN RE:

PETITION OF CENTAUR HOLDINGS, LLC,)
NEW CENTAUR, LLC AND HOOSIER)
PARK, LLC FOR APPROVAL TO ENTER INTO)
LEASE WITH SAUCY DOG, LLC)

2015 MAR 20 A 9:21

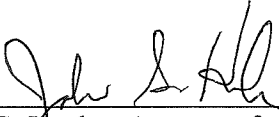
PETITION

Comes Now Petitioners, Centaur Holdings, LLC (**Holdings**), New Centaur, LLC (**Centaur**), and Hoosier Park, LLC (**Hoosier Park**), by counsel, requests the Commission to approve Hoosier Park entering into a Lease with Saucy Dog, LLC (Saucy Dog). In support of this Petition, Petitioners state that:

1. Holdings is the owner of Centaur, which is the owner of Hoosier Park;
2. Hoosier Park is the holder of a permit to conduct a horse racing meeting at its facilities located in Anderson, Indiana, which permit was issued by the Commission pursuant to IC 4-31-5-8. The permit issued to Hoosier Park was most recently renewed by the Commission at its regular meeting on November 17, 2014;
3. Hoosier Park is the holder of (3) licenses to conduct pari-mutuel wagering at its satellite facilities in Fort Wayne, Indianapolis and Merrillville (inactive at this time – please see Commission Order entered at January 28, 2015 meeting). These (3) licenses were issued by the Commission pursuant to IC 4-31-5.5 -3 and were most recently renewed by the Commission at its regular meeting on November 17, 2014;
4. Petitioner’s request that the Commission approve Hoosier Park entering into a Lease with Saucy Dog, to operate a restaurant and occupy space on the lower floor of Hoosier Park’s grandstand (Saucy Dog Lease). A true and accurate copy of the Saucy Dog Lease is attached hereto as Confidential Exhibit A and by reference made a part hereof;
5. Commission approval of the Saucy Dog Lease is required by 71 IAC 11-1-12; and
6. Entering into the Saucy Dog Lease will not adversely impact the integrity of pari-mutuel horse racing but will provide Hoosier Park customers with another exquisite dining alternative and the opportunity to feast on a variety of delicious, healthy and tasty food offerings prepared by an Indiana based Dog N Suds Franchisee.

WHEREFORE, Petitioners respectfully request leave of the Commission for Hoosier Park to enter into the Saucy Dog Lease and for such other relief which is right and proper in the premises.

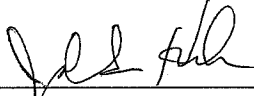
Respectfully Submitted,



John S. Keeler, Attorney for Petitioners

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon Lea Ellingwood, 1302 N. Meridian Street, Suite 175, Indianapolis, Indiana 46202, by hand delivery, this 20th day of March, 2015.



John S. Keeler

John S. Keeler, Attorney # 5110-49
Attorney for Petitioners
10 West Market Street, Suite 200
Indianapolis, IN 46204
(317)656-8782
jkeeler@centaurgaming.net

STATE OF INDIANA

BEFORE THE INDIANA HORSE RACING COMMISSION

2015 MAR 27 P 2 44
INDIANA HORSE RACING COMMISSION

IN RE:
PETITION OF CENTAUR HOLDINGS, LLC,)
NEW CENTAUR, LLC AND HOOSIER)
PARK, LLC FOR APPROVAL TO ENTER INTO)
A FRANCHISE AGREEMENT WITH)
VOODOO BBQ FRANCHISING, LLC)

PETITION

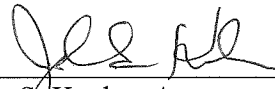
Comes Now Petitioners, Centaur Holdings, LLC (**Holdings**), New Centaur, LLC (**Centaur**), and Hoosier Park, LLC (**Hoosier Park**), by counsel, requests the Commission to approve Hoosier Park entering into a Franchise Agreement with VooDoo BBQ Franchising, LLC (**VooDoo**). In support of this Petition, Petitioners state that:

1. Holdings is the owner of Centaur, which is the owner of Hoosier Park;
2. Hoosier Park is the holder of a permit to conduct a horse racing meeting at its facilities located in Anderson, Indiana, which permit was issued by the Commission pursuant to IC 4-31-5-8. The permit issued to Hoosier Park was most recently renewed by the Commission at its regular meeting on November 17, 2014;
3. Hoosier Park is the holder of (3) licenses to conduct pari-mutuel wagering at its satellite facilities in Fort Wayne, Indianapolis and Merrillville (inactive at this time – please see Commission Order entered at January 28, 2015 meeting). These (3) licenses were issued by the Commission pursuant to IC 4-31-5.5 -3 and were most recently renewed by the Commission at its regular meeting on November 17, 2014;
4. Petitioner’s request that the Commission approve Hoosier Park entering into a franchise agreement with VooDoo, to enable Hoosier Park to operate a VooDoo BBQ & Grill restaurant to be located on the upper level of Hoosier Park’s grandstand (**Franchise Agreement**). A true and accurate copy of the proposed Franchise Agreement, minor details of which are still being negotiated, is attached hereto as Confidential Exhibit A and by reference made a part hereof.
5. Commission approval of the Franchise Agreement is required by 71 IAC 11-1-12; and
6. Entering into the Franchise Agreement will not adversely impact the integrity of pari-mutuel horse racing but will provide Hoosier Park customers with another dining

alternative and the opportunity to enjoy distinctive New Orleans and Caribbean-themed barbecue dishes.

WHEREFORE, Petitioners respectfully request leave of the Commission for Hoosier Park to enter into the Franchise Agreement and for such other relief which is right and proper in the premises.

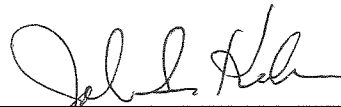
Respectfully Submitted,



John S. Keeler, Attorney for Petitioners

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon Lea Ellingwood, 1302 N. Meridian Street, Suite 175, Indianapolis, Indiana 46202, by hand delivery, this 27 day of March, 2015.



John S. Keeler

John S. Keeler, Attorney # 5110-49
Attorney for Petitioners
10 West Market Street, Suite 200
Indianapolis, IN 46204
(317)656-8782
jkeeler@centaurgaming.net