

Agenda Item #6

INDIANA HORSE RACING COMMISSION
APPROVED CONFLICT OF INTEREST POLICY

Article I – Purpose

The purpose of this Conflict of Interest Policy (hereinafter referred to as the “Conflict of Interest Policy”) is to protect the _____ [Fill in the name of the specific Horsemen’s Association] (hereinafter referred to as the “Horsemen’s Association”) and the members it represents when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer, director, or an employee of the Horsemen’s Association. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. In addition, the Horsemen’s Association may have its directors, officers, and/or employees agree to abide by any additional conflict of interest policies and/or provisions as long as they are not in conflict with the prohibitions contained in this Conflict of Interest Policy.

Article II – Definitions

As used in this Conflict of Interest Policy, the terms identified in this Article are defined as set forth below:

1. “Board”: The Board of Directors of the Horsemen’s Association identified in Article I.
2. “Conflict of Interest”: Any prohibited practice as set forth in Article III.
3. “Financial Interest”: A person has a financial interest if the person has directly or indirectly (through business, investment, or a relative):
 - a. An ownership interest in an entity with which the Horsemen’s Association has a transaction or arrangement;
 - b. A compensation arrangement with the Horsemen’s Association or with any entity or individual with which the Horsemen’s Association has a transaction or arrangement; or
 - c. A potential ownership or compensation arrangement with any entity or individual with which the Horsemen’s Association is negotiating a transaction or arrangement.
4. “Funds”: Any monies allocated to be paid and/or paid to a registered Horsemen’s Association pursuant to IC 4-35-7-12 and 71 IAC 13-1-1 et seq.

5. "Relative": The father, mother, brother, sister, uncle, aunt, husband or wife, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, niece and/or nephew of the person executing this Conflict of Interest Policy. The term "relative" shall also include any person who has shared a residence with the person signing this Conflict of Interest Policy within a year of its execution.

Article III – Prohibited Conflicts of Interest

The following practices are each considered a conflict of interest by the Indiana Horse Racing Commission. The Board, officers, directors, and employees of the Horsemen's Association are prohibited from engaging or participating in any manner in any of these practices.

1. The direct or indirect use of Horsemen's Association funds for the personal benefit of an officer, director, and/or employee (other than: (1) funds paid to an employee as wages and/or benefits; or (2) benefits offered to officers and directors that are also available to the general membership of the Horsemen's Association). It is not a violation of this provision for an officer, director, or employee to be reimbursed for mileage and/or reasonable expenses for Board-approved activities undertaken solely for the benefit of the membership of the Horsemen's Association.
2. The direction, payment, or other transfer of Horsemen's Association funds (either directly or indirectly) for the use (personal or otherwise) of any relative of an officer, director, or employee of that Horsemen's Association **(other than benefits offered to any relative of an officer, director, or employee of a Horsemen's Association that are also available to the general membership of the Horsemen's Association)**. It is a violation of this provision for the Horsemen's Association to hire or retain (whether part-time, salaried, or on a contract basis) a relative of any officer, director, or employee. It is not a violation of this provision to compensate the relative of an officer, director, or employee of a Horsemen's Association for providing services to the Horsemen's Association if that person has provided those same services for compensation to the Horsemen's Association for at least twelve (12) consecutive months immediately preceding the time that his or her relative began to serve as an officer, director, or employee.
3. The direction, payment, or other transfer of Horsemen's Association funds (either directly or indirectly) to the employee of any officer or director, whether the employee is part-time, salaried, or retained on a contract basis.
4. The direction, payment, or other transfer of Horsemen's Association funds (either directly or indirectly) to any organization in which an officer, director, employee, or the relative of an officer, director, and/or employee has a financial interest.

5. Accepting any funds, gifts, and/or services from any person or organization that is actively seeking and/or receiving the direction, payment, or other transfer of Horsemen's Association funds.
6. Enticing or accepting any favors, funds, gifts, and/or services that would not be provided if the person was not an officer, director, and/or employee of the Horsemen's Association.
7. The direction, payment, or other transfer for investment of Horsemen's Association funds to any bank or organization in which the officer, director, employee, or the relative of an officer, director, and/or employee has a financial interest, serves on the Board, or is otherwise employed.

Article IV – Duty to Disclose

Any officer, director, and/or employee of the Horsemen's Association has an obligation to disclose any known or suspected Conflict of Interest to the Board of the Horsemen's Association and to representatives of the Indiana Horse Racing Commission.

AFFIRMATION

I, _____ [include name and current address of Officer, Director, or Employee], affirm under penalties of perjury that I understand, have received a copy of, and shall abide by this Conflict of Interest Policy. I further understand that any breach of or failure to abide by this Conflict of Interest Policy will subject me to any sanctions provided for by 71 IAC 13-1-10, as well as any other action by the Horsemen's Association or other authorities that may be appropriate under the circumstances.

Signature of Director, Officer, or Employee

Date

Printed Name of Director, Officer, or Employee

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing instrument this _____ day of _____, 20_____.

Notary Public

Printed Name

My Commission Expires:

County of Residence:

Agenda Item #7

Ruling Log

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fines	Suspended From	Suspended To	Days Suspended
14004	4/10/2014	Jeffrey Tilden	SB	4/8/2014	Summarily suspended		4/10/2014	indefinite	
14005	4/14/2014	Mark P'Pool	SB	4/19/2006	Failure to pay fine		4/14/2014	indefinite	
14006	4/16/2014	Kurt Kratz	SB	9/21/2013	Restored - FP rec'd				
14007	4/19/2014	Peter Wrenn	SB	4/16/2014	Driving infraction	\$300			
14008	5/10/2014	Pasko Vucinaj	SB	5/10/2014	Summarily suspended		5/10/2014	indefinite	
14009	5/17/2014	Gary Hayes	SB	5/10/2014	BGA - high reading	\$500			
14010	5/21/2014	Andy Shetler	SB	5/8/2014	Whip-bleeding/welts	\$500			
14011	5/21/2014	Samuel Widger	SB	5/13/2014	Whip-bleeding/welts	\$500			
14012	5/21/2014	Bradley Hanners	SB	5/13/2014	Whip-bleeding/welts	\$500			
14013	5/21/2014	Lewayne Miller	SB	5/13/2014	Whip-bleeding/welts	\$500			
14014	5/21/2014	Luke Plano	SB	5/17/2014	Whip-bleeding/welts	\$500			
14015	5/21/2014	Michael Micallef	SB	5/17/2014	Ft-n-stirp/kicking	\$100			
14016	5/21/2014	Terrence Tomlin	SB	5/17/2014	Fail to honor declar.	\$100			
14017	5/22/2014	Donald Harmon	SB	5/21/2010	Restored-misc.				
14018	5/23/2014	Charles Taylor	SB	4/10/2014	BGA - high reading				
14019	5/23/2014	Justin Lloyd	SB	4/10/2014	BGA - high reading				
14021	5/30/2014	Luke Plano	SB	5/24/2014	Whip-indiscriminate	\$100			
14022	5/30/2014	Andy Shetler	SB	5/27/2014	Whip-excessive	\$100			
14023	5/30/2014	Timothy Roach	SB	5/28/2014	Starter violation	\$100			

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fines	Suspended From	Suspended To	Days Suspended
14024	5/30/2014	Michael Peterson	SB	5/27/2014	Driving infraction	\$300			
14504	5/1/2014	Aron Hunt	QH	8/31/2013	Restored - misc.				
14505	5/2/2014	Bernard Flint	TB	5/1/2014	Change of occupation				
14506	5/3/2014	Darrell Lackey	TB	5/3/2014	Change of occupation				
14507	5/8/2014	Merrill Roberts	TB	5/7/2014	Trainer responsibility	\$100			
14508	5/12/2014	Aaron Shorter	TB	5/9/2014	Trainer responsibility	\$100			
14509	5/12/2014	Christopher Dorris	TB	5/9/2014	Trainer responsibility	\$100			
14510	5/12/2014	Orlando Mojica	TB	5/7/2014	Riding infraction		5/16/2014	5/20/2014	
14511	5/13/2014	Paul Crock	TB	5/13/2014	License terminated				
14512	5/14/2014	Shanley Jackson	TB	5/10/2014	Fail to obey jds/stews	\$100			
14513	5/15/2014	Jim Warvell	TB	5/14/2014	License terminated				
14514	5/16/2014	Scott Horton	TB	11/8/2008	Restored - fine paid				
14515	5/16/2014	Freddie Jackson	TB	5/10/2014	Conduct/behavior	\$200	5/16/2014	11/1/2014	
14516	5/16/2014	Orlando Leyua	TB	5/7/2014	Summarily suspended		5/16/2014	indefinite	
14518	5/16/2014	Albin Jimenez	TB	5/10/2014	Jockey requirements	\$250			
14519	5/16/2014	Marcelino Pedroza	TB	5/13/2014	Jockey requirements	\$250			
14520	5/17/2014	Julio Almanza	QH	5/16/2014	Late to salix barn	\$400			
14521	5/21/2014	Miguel Cazarez	TB	8/8/2013	Alcohol on backside	\$300			
14522	5/23/2014	Deane Lehman	QH	5/23/2014	License terminated				
14523	5/23/2014	Marion St. Julien	TB	5/23/2014	Summarily suspended		5/23/2014	indefinite	
14524	5/24/2014	Jeffrey Huffman	TB	5/23/2014	Trainer responsibility	\$100			
14525	5/24/2014	Smitty Oxendine	TB	5/23/2014	Summarily suspended		5/27/2014	indefinite	
14526	5/27/2014	John Frazier	QH	5/24/2014	Trainer responsibility	\$250			
14527	5/28/2014	Donald Harless	TB	3/3/2014	Appeal-license denied				

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fines	Suspended From	Suspended To	Days Suspended
14528	5/30/2014	Jack Frost	TB	5/27/2014	Trainer responsibility	\$100			

Agenda Item #8

May 7, 2014

Proposed Harness Racing Medication Rule Changes Follow:

- Additions are **underlined in bold**
- Deletions are ~~struckthrough~~
- Changes to be considered at MAY/JUN commission meeting are **Highlighted**

71 IAC 8-1-4.1 Nonsteroidal anti-inflammatory drugs (NSAIDs)

Authority: IC 4-31-3-9

Affected: IC 4-31-12

Sec. 4.1. (a) The use of one (1) of three (3) approved NSAIDs shall be permitted under the following conditions:

(1) Not to exceed the following permitted serum or plasma threshold concentrations which are consistent with administration by a single intravenous injection at the recommended labeled doses at least twenty-four (24) hours before the post time for the race in which the horse is entered:

(A) Phenylbutazone – 2 micrograms per milliliter.

(B) Flunixin – 20 nanograms per milliliter.

(C) Ketoprofen – **10.2** nanograms per milliliter.

(b) These or any other NSAID are prohibited to be administered within the twenty-four (24) hours before post time ~~for~~ **of** the race in which the horse is entered.

(c) The presence of more than one (1) ~~of the three (3) approved NSAIDs~~, with the exceptions of phenylbutazone in a concentration below ~~0.5~~ **0.3** micrograms per milliliter of serum or plasma **or flunixin in a concentration below 3.0 nanograms per milliliter of serum or plasma, or ketoprofen in a concentration below 1.0 nanogram per milliliter of serum or plasma** or any unapproved NSAID in the post-race serum or plasma sample is not permitted.

The use of all but one (1) of the approved NSAIDs shall be discontinued at least forty-eight (48) hours before the post time for the race in which the horse is entered. (*Indiana Horse Racing Commission; 71 IAC 8-1-4.1; emergency rule filed Jul 28, 2006, 11:22 a.m.: 20060816-IR-071060279ERA, eff Sep 1, 2006; emergency rule filed Jan 25, 2012, 12:20 p.m.:20120201-IR-071120056ERA*)

71 IAC 8-1-4.2 Threshold levels

Authority: IC 4-31-3-9

Affected: IC 4-31-12

Sec. 4.2. **(a)** The official blood (serum or plasma) **and urine** samples may contain the following drug substances, **only the following therapeutic medications, their metabolites or analogues,** ~~their metabolites or analogs,~~ and **shall** not exceed the threshold concentrations specified in this rule.

- (1) The use of albuterol shall be permitted under the following conditions: Not to exceed one (1) nanogram per milliliter of total albuterol (albuterol plus conjugates) in urine.**
- (2) The use of acepromazine shall be permitted under the following conditions: Not to exceed ten (10) nanograms per milliliter of the metabolite, 2-(1-hydroxyethyl) promazine sulfoxide (HEPS), in urine.**
- (3) The use of betamethasone shall be permitted under the following conditions: Not to exceed ten (10) picograms per milliliter of betamethasone in serum or plasma.**
- (4) The use of butorphanol shall be permitted under the following conditions: Not to exceed three hundred (300) nanograms per milliliter of total (free and conjugated) butorphanol in urine or two (2) nanograms per milliliter of free butorphanol in serum or plasma.**
- (5) The use of clenbuterol shall be permitted under the following conditions: Not to exceed one hundred forty (140) picograms per milliliter clenbuterol in urine or the limit of detection (LOD) in serum or plasma.**
- (6) The use of dantrolene shall be permitted under the following conditions: Not to exceed one hundred (100) picograms per milliliter of 5-hydroxydantrolene in serum or plasma.**
- (7) The use of detomidine shall be permitted under the following conditions: Not to exceed one (1) nanogram per milliliter of carboxydetomidine in urine or the LOD for detomidine in serum or plasma.**
- (8) The use of dexamethasone shall be permitted under the following conditions: Not to exceed five (5) picograms per milliliter of dexamethasone in plasma or serum.**

- (9) The use of diclofenac shall be permitted under the following conditions: Not to exceed five (5) nanograms per milliliter of diclofenac in plasma or serum.
- (10) The use of dimethylsulfoxide (DMSO) shall be permitted under the following conditions: Not to exceed ten (10) micrograms per milliliter of DMSO in serum or plasma.
- (11) The use of firocoxib shall be permitted under the following conditions: Not to exceed twenty (20) nanograms per milliliter of firocoxib in serum or plasma.
- (12) The use of glycopyrrolate shall be permitted under the following conditions: Not to exceed three (3) picograms per milliliter of glycopyrrolate in serum or plasma.
- (13) The use of isoflupredone shall be permitted under the following conditions: Not to exceed 100 picograms per milliliter of isoflupredone in serum or plasma.**
- (14) The use of lidocaine shall be permitted under the following conditions: Not to exceed twenty (20) picograms per milliliter of total 3-hydroxylidocaine (to include conjugates) in serum or plasma.
- (15) The use of mepivacaine shall be permitted under the following conditions: Not to exceed ten (10) nanograms per milliliter of total 3-hydroxymepivacaine in urine or the LOD of mepivacaine in serum or plasma.
- (16) The use of methocarbamol shall be permitted under the following conditions: Not to exceed one (1) nanogram per milliliter of methocarbamol in serum or plasma.
- (17) The use of methylprednisolone shall be permitted under the following conditions: Not to exceed one hundred (100) picograms per milliliter of methylprednisolone in serum or plasma.
- (18) The use of omeprazole shall be permitted under the following conditions: Not to exceed one (1) nanogram per milliliter of omeprazole sulfide in urine.
- (19) The use of prednisolone shall be permitted under the following conditions: Not to exceed one (1) nanogram per milliliter of prednisolone in serum or plasma.
- (20) The use of procaine penicillin shall be permitted under the following conditions:
 A. Not to exceed twenty-five (25) nanograms per milliliter of procaine in serum or plasma, and
 B. Administration of procaine penicillin must be reported to the official veterinarian at the time of administration, and
 C. Procaine penicillin must not be administered after the horse is entered to race, and
 D. Mandatory surveillance of the horse must occur for the six (6) hours immediately preceding the race for which the horse is entered by association security at the owner's expense.
- (21) The use of triamcinolone acetonide shall be permitted under the following conditions: Not to exceed one hundred (100) picograms per milliliter of triamcinolone acetonide in serum or plasma.
- (22) The use of xylazine shall be permitted under the following conditions: Not to exceed one hundredth (.01) of a nanogram per milliliter of xylazine in serum or plasma.

(1) The use of clenbuterol shall be permitted under the following conditions:

(A) Not to exceed the following permitted serum or plasma threshold concentrations of clenbuterol (or its metabolites): Thoroughbred—twenty five (25) picograms per milliliter.

(B) Not to exceed the following permitted serum or plasma threshold concentrations of clenbuterol (or its metabolites): Quarter horse—two (2) picograms per milliliter.

(2) The use of firocoxib shall be permitted under the following conditions: Not to exceed forty (40) nanograms per milliliter of firocoxib (or its metabolites) in serum or plasma.

(3) The use of dimethylsulfoxide (DMSO) shall be permitted under the following conditions: Not to exceed ten (10) micrograms per milliliter of DMSO (or its metabolites) in serum or plasma which allows for topical administration of DMSO in accordance with section 1.5 of this rule.

(Indiana Horse Racing Commission; 71 IAC 8.5-1-4.2; emergency rule filed Jan 25, 2012, 12:20 p.m.: 20120201-IR-071120056ERA; emergency rule filed Feb 8, 2012, 12:01 p.m.: 20120215-IR-071120072ERA; emergency rule filed Apr 3, 2013, 10:37 a.m.: 20130410-IR-071130133ERA)

71 IAC 8-1-9 Environmental contaminants and substances of human use

Authority: IC 4-31-3-9

Affected: IC 4-31-12

Sec. 9. (a) Substances described in subsection (b) are recognized as either:

- (1) environmental containments in that they are endogenous to the horse or that they can arise from plants traditionally grazed or harvested as equine feed or are present in equine feed because of contamination during cultivation, processing, treatment, storage, or transportation phases; or
- (2) substances of human use and addiction and which could be found in the horse due to its close association with humans.

(b) Regulatory thresholds have been set for the following substances:

- (1) Arsenic – not to exceed three-tenths (0.3) micrograms per milliliter total arsenic in urine.**
- (2) Caffeine – not to exceed one hundred (100) nanograms of caffeine per milliliter of caffeine in serum or plasma.**
- (3) Estradiol – not to exceed forty five one-thousandths (.045) micrograms per milliliter of free plus conjugated 5 α -estrane-3 β ,17 α -diol, in the urine of male horses other than geldings.**
- (4) Hydrocortisone – not to exceed one (1) microgram per milliliter of hydrocortisone in urine.**
- (5) Methoxytyramine – not to exceed four (4) micrograms per milliliter of free plus conjugated methoxytyramine in urine.**
- (6) Salicylate and Salicylate Acid – not to exceed seven hundred fifty (750) micrograms per milliliter of salicylate and salicylate acid in urine or six and one-half (6.5) micrograms per milliliter of salicylate and salicylate acid in serum or plasma.**
- (7) Theobromine – not to exceed two (2) micrograms per milliliter of theobromine in urine or three-tenths (0.3) micrograms per milliliter in serum or plasma.**

(c) If the preponderance of evidence presented in the hearing shows that a positive test is the result of environmental contamination or inadvertent exposure due to human drug use it should be considered as a mitigating factor in any disciplinary action taken against the affected trainer. (*Indiana Horse Racing Commission; 71 IAC 8.5-1-9; emergency rule filed Mar 3, 2011, 11:50 a.m.: 20110309-IR-071110100ERA*)

May 7, 2014

Proposed Flat Racing Medication Rule Changes Follow:

- Additions are **underlined in bold**
- Deletions are ~~struckthrough~~
- Changes to be considered at MAY/JUN commission meeting are **Highlighted**

71 IAC 8.5-1-4.1 Nonsteroidal anti-inflammatory drugs (NSAIDs)

Authority: IC 4-31-3-9

Affected: IC 4-31-12

Sec. 4.1. (a) The use of one (1) of three (3) approved NSAIDs shall be permitted under the following conditions:
(1) Not to exceed the following permitted serum or plasma threshold concentrations which are consistent with administration by a single intravenous injection at the recommended labeled dose at least twenty-four (24) hours before the post time for the race in which the horse is entered:

(A) Phenylbutazone – 2 micrograms per milliliter.

(B) Flunixin – 20 nanograms per milliliter.

(C) Ketoprofen – **10.2** nanograms per milliliter.

(b) These or any other NSAID are prohibited to be administered within the twenty-four (24) hours before post time ~~for~~ **of** the race in which the horse is entered.

(c) The presence of more than one (1) ~~of the three (3) approved NSAIDs~~, with the exceptions of phenylbutazone in a concentration below ~~0.5~~ **0.3** micrograms per milliliter of serum or plasma **or flunixin in a concentration below 3.0 nanograms per milliliter of serum or plasma, or ketoprofen in a concentration below 1.0 nanogram per milliliter of serum or plasma** or any unapproved NSAID in the post-race serum or plasma sample is not permitted.

The use of all but one (1) of the approved NSAIDs shall be discontinued at least forty-eight (48) hours before the post time for the race in which the horse is entered. (*Indiana Horse Racing Commission; 71 IAC 8.5-1-4.1; emergency rule filed Jul 28, 2006, 11:22 a.m.: 20060816-IR-071060279ERA, eff Sep 1, 2006; readopted filed Mar 23, 2007, 11:31 a.m.: 20070404-IR-071070030RFA; emergency rule filed Jan 25, 2012, 12:20 p.m.: 20120201-IR-071120056ERA*)

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- (2) The use of acepromazine shall be permitted under the following conditions: Not to exceed ten (10) nanograms per milliliter of the metabolite, 2-(1-hydroxyethyl) promazine sulfoxide (HEPS), in urine.**
- (3) The use of betamethasone shall be permitted under the following conditions: Not to exceed ten (10) picograms per milliliter of betamethasone in serum or plasma.**
- (4) The use of butorphanol shall be permitted under the following conditions: Not to exceed three hundred (300) nanograms per milliliter of total (free and conjugated) butorphanol in urine or two (2) nanograms per milliliter of free butorphanol in serum or plasma.**
- (5) The use of clenbuterol shall be permitted under the following conditions: Not to exceed one hundred forty (140) picograms per milliliter clenbuterol in urine or the limit of detection (LOD) in serum or plasma.**
- (6) The use of dantrolene shall be permitted under the following conditions: Not to exceed one hundred (100) picograms per milliliter of 5-hydroxydantrolene in serum or plasma.**
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- (8) The use of dexamethasone shall be permitted under the following conditions: Not to exceed five (5) picograms per milliliter of dexamethasone in plasma or serum.
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- (10) The use of dimethylsulfoxide (DMSO) shall be permitted under the following conditions: Not to exceed ten (10) micrograms per milliliter of DMSO in serum or plasma.
- (11) The use of firocoxib shall be permitted under the following conditions: Not to exceed twenty (20) nanograms per milliliter of firocoxib in serum or plasma.
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- (20) The use of procaine penicillin shall be permitted under the following conditions:
 - A. Not to exceed twenty-five (25) nanograms per milliliter of procaine in serum or plasma, and
 - B. Administration of procaine penicillin must be reported to the official veterinarian at the time of administration, and
 - C. Procaine penicillin must not be administered after the horse is entered to race, and
 - D. Mandatory surveillance of the horse must occur for the six (6) hours immediately preceding the race for which the horse is entered by association security at the owner's expense.
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(3) The use of dimethylsulfoxide (DMSO) shall be permitted under the following conditions: Not to exceed ten (10) micrograms per milliliter of DMSO (or its metabolites) in serum or plasma which allows for topical administration of DMSO in accordance with section 1.5 of this rule.

(Indiana Horse Racing Commission; 71 IAC 8.5-1-4.2; emergency rule filed Jan 25, 2012, 12:20 p.m.: 20120201-IR-071120056ERA; emergency rule filed Feb 8, 2012, 12:01 p.m.: 20120215-IR-071120072ERA; emergency rule filed Apr 3, 2013, 10:37 a.m.: 20130410-IR-071130133ERA)

71 IAC 8.5-1-9 Environmental contaminants and substances of human use

Authority: IC 4-31-3-9

Affected: IC 4-31-12

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- (2) substances of human use and addiction and which could be found in the horse due to its close association with humans.

(b) Regulatory thresholds have been set for the following substances:

- (1) Arsenic – not to exceed three-tenths (0.3) micrograms per milliliter total arsenic in urine.**
- (2) Caffeine – not to exceed one hundred (100) nanograms of caffeine per milliliter of caffeine in serum or plasma.**
- (3) Estradiol – not to exceed forty five one-thousandths (.045) micrograms per milliliter of free plus conjugated 5 α -estrane-3 β ,17 α -diol, in the urine of male horses other than geldings.**
- (4) Hydrocortisone – not to exceed one (1) microgram per milliliter of hydrocortisone in urine.**
- (5) Methoxytyramine – not to exceed four (4) micrograms per milliliter of free plus conjugated methoxytyramine in urine.**
- (6) Salicylate and Salicylate Acid – not to exceed seven hundred fifty (750) micrograms per milliliter of salicylate and salicylate acid in urine or six and one-half (6.5) micrograms per milliliter of salicylate and salicylate acid in serum or plasma.**
- (7) Theobromine – not to exceed two (2) micrograms per milliliter of theobromine in urine or three-tenths (0.3) micrograms per milliliter in serum or plasma.**

(c) If the preponderance of evidence presented in the hearing shows that a positive test is the result of environmental contamination or inadvertent exposure due to human drug use it should be considered as a mitigating factor in any disciplinary action taken against the affected trainer. (*Indiana Horse Racing Commission; 71 IAC 8.5-1-9; emergency rule filed Mar 3, 2011, 11:50 a.m.: 20110309-IR-071110100ERA*)

71 IAC 8-1-7.1 Multiple Medication Violations

Authority: IC 4-31-3-9

Affected: IC 4-31-12

Sec. 7.1 (a) A trainer who receives a penalty for a medication violation based upon a horse testing positive for a Class 1-5 medication with Penalty Class A-D, as provided in the **most recent version of the** Uniform Classification Guidelines of Foreign Substances and Recommended Penalties and Model Rule as revised by the ARCI in August 1996 and any other subsequent revision effective after said date, which are incorporated by reference herein, may be assigned points based ~~upon the medication's ARCI Penalty Guidelines~~ as follows:

Penalty Class	Points if Controlled Therapeutic Substance	Points if Non-Controlled Substance
Class A	N/A	6
Class B	2	4
Class C	1	2
Class D	½	1

(b) The points assigned to a medication violation **by the Judges or Commission ruling**, shall be included in the judges or Commission ruling. **Points assigned by such regulatory ruling or by the ARCI shall reflect** ~~Such ruling shall determine~~, in the case of multiple positive tests as described in paragraph (d), whether they shall thereafter constitute a single violation. The ruling shall be posted **on within** the official **website database** of the ARCI. If an appeal is pending, that fact shall be noted in the ruling. No points shall be applied until a final adjudication of the enforcement of any such violation.

(c) Once all appeals are waived or exhausted, the points shall immediately become part of the trainer's official ARCI record and shall ~~then~~ **be considered by the Judges or Commission in its determination to** subject the trainer to the mandatory enhanced penalties by the judges or the Commission as provided in this Section.

(d) Multiple positive tests for the same medication incurred by a trainer prior to delivery of official notice by the commission may be treated as a single violation. **In the case of a positive test indicating multiple substances found in a single post-race sample, the Judges or Commission may treat each substance as an individual violation for which points will be assigned.**

(e) The official ARCI record shall ~~constitute prima facie evidence~~ **be used to advise the Judges or Commission** of a trainer's past record of violations and cumulative points. Nothing in this Section shall be construed to confer upon a trainer the right to appeal a violation for which all remedies have been exhausted or for which the appeal time has expired.

(f) The judges or Commission shall **include consider** all points for violations in all racing jurisdictions as contained in the trainer's official ARCI record when determining whether the enhancements provided in this regulation shall be imposed.

(g) In addition to the penalty for the underlying offense, the following enhancements may be imposed upon a licensed trainer based upon the cumulative points contained in the trainer's official ARCI record:

<u>Points</u>	<u>Suspension in days</u>
3-5.5	30
6-8.5	60
9-10.5	180
11 or more	360

These points are intended to be an additional uniform penalty when the licensee:

- (1) has more than one violation for the relevant time period, and
- (2) exceeds the permissible number of points.

(h) The suspension periods in **subsection (g)** shall run consecutive to any suspension imposed for the underlying offense.

(i) The judges' or Commission's ruling shall distinguish between the penalty for the underlying offense and **the any enhancement based upon the Judges' or Commission's review of the a trainer's cumulative points and regulatory record, which may be considered an aggravating factor in a case.**

71 IAC 8.5-1-7.1 Multiple Medication Violations

Authority: IC 4-31-3-9

Affected: IC 4-31-12

Sec. 7.1 (a) A trainer who receives a penalty for a medication violation based upon a horse testing positive for a Class 1-5 medication with Penalty Class A-D, as provided in the **most recent version of the** Uniform Classification Guidelines of Foreign Substances and Recommended Penalties and Model Rule as revised by the ARCI in August 1996 and any other subsequent revision effective after said date, which are incorporated by reference herein, may be assigned points ~~based upon the medication's ARCI Penalty Guidelines~~ as follows:

Penalty Class	<u>Points if Controlled Therapeutic Substance</u>	<u>Points if Non-Controlled Substance</u>
Class A	N/A	6
Class B	2	4
Class C	1	2
Class D	½	1

(b) The points assigned to a medication violation **by the Stewards or Commission ruling** shall be included in the Stewards or Commission Ruling. **Points assigned by such regulatory ruling or by the ARCI shall reflect** ~~Such ruling shall determine~~, in the case of multiple positive tests as described in paragraph (d), whether they shall thereafter constitute a single violation. The ruling shall be posted **on within** the official **website database** of the ARCI.

If an appeal is pending, that fact shall be noted in the ruling. No points shall be applied until a final adjudication of the enforcement of any such violation.

(c) Once all appeals are waived or exhausted, the points shall immediately become part of the trainer's official ARCI record and shall **then be considered by the Stewards or Commission in its determination to** subject the trainer to the mandatory enhanced penalties by the Stewards or the Commission as provided in this rule.

(d) Multiple positive tests for the same medication incurred by a trainer prior to delivery of official notice by the commission may be treated as a single violation.

(e) The official ARCI record shall **constitute prima facie evidence be used to advise the Stewards or Commission** of a trainer's past record of violations and cumulative points. Nothing in this Section shall be construed to confer upon a trainer the right to appeal a violation for which all remedies have been exhausted or for which the appeal time has expired.

(f) The stewards or Commission shall **include consider** all points for violations in all racing jurisdictions as contained in the trainer's official ARCI record when determining whether the enhancements provided in this regulation shall be imposed.

(g) In addition to the penalty for the underlying offense, the following enhancements may be imposed upon a licensed trainer based upon the cumulative points contained in the trainer's official ARCI record:

<u>Points</u>	<u>Suspension in days</u>
3-5.5	30
6-8.5	60
9-10.5	180
11 or more	360

These points are intended to be an additional uniform penalty when the licensee:

- (3) has more than one violation for the relevant time period, and
- (4) exceeds the permissible number of points.

(h) The suspension periods in **subsection** (g) shall run consecutive to any suspension imposed for the underlying offense.

(i) The stewards or Commission ruling shall distinguish between the penalty for the underlying offense and **the any** enhancement based upon the **Stewards' or Commissions' review of a** trainer's cumulative points **and regulatory record, which may be considered an aggravating factor in a case.**



Indiana Horsemen's Benevolent & Protective Association, Inc.

32 Hollaway Boulevard
Brownsburg, IN 46112
(317)-903-4382
www.inhbpa.org

Angela Demaree, DVM
Equine Medical Director
Indiana Horse Racing Commission
1302 N. Meridian Street, Suite 175
Indianapolis, IN 46202

May 30, 2014

Dr. Demaree,

The Indiana Horsemen's Benevolent & Protective Association (IHBP) has reviewed the proposed rule changes, dated May 7, 2014. We appreciate the opportunity to share our comments on these rules changes, as we have on previous proposals.

The RMTC Uniform Medication Policy Guidelines and the ARCI Schedule of Therapeutic Substances initially included 24 substances with recommendations for testing thresholds and restrictive administration times. This was described as a "living document," meaning that there was room for inclusion of other therapeutic medications.

Through several iterations of rule changes based, in part, on the RMTC model rules recommendations, we have tried to articulate our concerns about several issues: questioning the scientific underpinning of the adoption process, nationally, and highlighting the need for regulatory recognition of and allowance for endogenous, dietary and environmental substances.

Even as we pointed out these concerns, we have stated our support for uniform medication policies across jurisdictions and for regulatory policies that acknowledge the need for clear and appropriate guidelines for therapeutic medication.

The IHRC rule changes currently proposed show that this process is moving in the right direction. The process of considering these changes -- adapting national model rules and Indiana-specific rules, in stages -- also demonstrates movement in the right direction. We support the rule changes currently under consideration by the IHRC, and pledge to work with the IHRC to ensure that our members participating in Indiana racing adhere to these and all other rules adopted by the Commission.

Michael R. Brown, executive director
Indiana HBPA

Pitman, Deena

From: Demaree, Angela
Sent: Thursday, June 12, 2014 12:05 PM
To: Pitman, Deena
Subject: FW: IHRC Medication Rules for Comment--Deadline MAY 30 5pm
Attachments: Draft_multiple_medicationviolation_rule_-_Post_April_2014_ARCI_changes.doc

Angela Demaree, D.V.M.
Equine Medical Director
Indiana Horse Racing Commission
1302 North Meridian, Suite 175
Indianapolis, IN 46202
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From: Jim and Deb Hartman [<mailto:redheartfarm@aol.com>]
Sent: Friday, May 30, 2014 4:16 PM
To: Demaree, Angela
Subject: IHRC Medication Rules for Comment--Deadline MAY 30 5pm

Dr. Demaree, while IBOP has a fundamental disagreement with MMV points only being an option in Indiana and open to selective application, we do have a concern with these proposed rules. As written, and based upon the language used to incorporate outside materials into 71 IAC 8-1-.7.1 and 71 IAC 8.5-1-7.1, we believe that these administrative rules could be easily invalidated should an MMV penalty ever be issued. Upon request, we'll be glad to expand on this concern at the next commission meeting.

Thank you,

Jim Hartman
IBOP Vice-President

-----Original Message-----

From: Jim and Deb Hartman <redheartfarm@aol.com>
To: ADemaree <ADemaree@hrc.IN.gov>
Sent: Mon, May 19, 2014 8:36 pm
Subject: Fwd: IHRC Medication Rules for Comment--Deadline MAY 30 5pm

Dr. Demaree, I do have a question. Why are the changes to the Multiple Medication Violation rules necessary?

Thank you,

Jim Hartman

-----Original Message-----

From: Newell, Holly <HNewell@hrc.IN.gov>

To: redheartfarm <redheartfarm@aol.com>; ibopindy <ibopindy@aol.com>

Cc: Demaree, Angela <ADemaree@hrc.IN.gov>; Ellingwood, Lea <LEllingwood@hrc.IN.gov>

Sent: Thu, May 15, 2014 1:33 pm

Subject: FW: IHRC Medication Rules for Comment--Deadline MAY 30 5pm

From: Ellingwood, Lea

Sent: Wednesday, May 14, 2014 10:51 AM

To: Brian Elmore; cduke11@aol.com; lawton.Christina@yahoo.com; cigarhorse@aol.com; darlenelikens@yahoo.com; dyno43560@aol.com; joebvet@aol.com; dan.eichorn@hoosierpark.com; mikefarwick@gmail.com;

katehammer@hotmail.com; michael.hardy@indy-grand.com; daybreaquequine@aol.com; keithdvm@hrtc.net;

bkingvet@aol.com; mmandvdm@gmail.com; dbmcdavitt@aol.com; ddyereqvet@sbcglobal.net; fjrdvm@aol.com;

astingle3@gmail.com; jack-jeri@rtcol.com; Jonathan B. Schuster; jpschaub@aol.com; Michelle Collins; Mike Brown

(brownpreston@indy.rr.com); Rick Moore; Tom Mosley; YOUNG AND YOUNG

Cc: Gorajec, Joe; Newell, Holly

Subject: FW: IHRC Medication Rules for Comment--Deadline MAY 30 5pm

Dear Stakeholders,

The IHRC is requesting comment on the attached revisions to IHRC multiple medication violation rules as mentioned during the April 30 Commission meeting. The changes and comments will be considered at the June IHRC meeting.

Please provide comments on the attached rule changes to my attention no later than 5pm on May 30, 2014.

Please feel free to contact me with any questions.

Have a great day!

Angela Demaree, D.V.M.

Equine Medical Director

Indiana Horse Racing Commission

1302 North Meridian, Suite 175

Indianapolis, IN 46202

Office: (317) 233-6895

Cell: 317-260-3529

Pitman, Deena

From: Demaree, Angela
Sent: Thursday, June 12, 2014 12:06 PM
To: Pitman, Deena
Subject: FW: IHRC Medication Rules for Comment--Deadline MAY 30 5pm

Angela Demaree, D.V.M.
Equine Medical Director
Indiana Horse Racing Commission
1302 North Meridian, Suite 175
Indianapolis, IN 46202
Office: (317) 233-6895
Cell: 317-260-3529

From: Kate Hammer [<mailto:katehammer@hotmail.com>]
Sent: Monday, May 12, 2014 7:01 AM
To: Demaree, Angela
Subject: Re: IHRC Medication Rules for Comment--Deadline MAY 30 5pm

Hello Dr. Demaree,

On the medication rule proposal for ketofen, please explain the logic behind wanting to decrease the level from 10 ng to 2 ng.

Currently, this NSAID is infrequently used at 24 hours, so the likelihood of having overages is low. Therefore, why decrease this innocuous medication and run the risk if unnecessary overages when the 10 ng level does not pose a threat to our patient's health.

My opinion is this issue should be brought to the attention of the entire population of horsemen here at Indiana Downs, with a group meeting of all involved, before changes are randomly made.

Sincerely,

Dr. Kate Hammer

On May 8, 2014, at 12:13 PM, "Demaree, Angela" <ADemaree@hrc.IN.gov> wrote:

Dear Stakeholders,

The IHRC is requesting comment on the attached revisions to IHRC medication rules as mentioned during the April 30 Commission meeting. The changes and comments will be considered at the June IHRC meeting.

Please provide comments on the attached rule changes to my attention no later than 5pm on May 30, 2014.

Please feel free to contact me with any questions.

Have a great day!

Angela Demaree, D.V.M.
Equine Medical Director
Indiana Horse Racing Commission
1302 North Meridian, Suite 175
Indianapolis, IN 46202
Office: (317) 233-6895
Cell: 317-260-3529

<Flat Racing Medication Rule Proposed Changes.pdf>

<Harness Racing Medication Rule Proposed Changes.pdf>

Agenda Item #9

AGREEMENT

THIS AGREEMENT entered into April 01, 2014, by and between CENTAUR ACQUISITION, LLC dba INDIANA GRAND RACING and CASINO (Indiana Grand), an Indiana limited liability company and the INDIANA HORSEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION, INC., an Indiana not-for-profit corporation (the "HBPA" or Association).

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

WHEREAS, the HBPA represents that it is the "horsemen's association" representing Thoroughbred owners and trainers for purpose of I.C. 4-31-8-6; and

WHEREAS, the HBPA provides benevolent programs and other services for its members and their employees who are engaged in racing at Indiana Grand's racing facility; and

WHEREAS, the parties hereto want to cause a closer and more understanding relationship among horsemen, the members, the HBPA, Indiana Grand and the public;

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 4/1/2014 - 3/31/2014 and, unless sooner terminated as provided herein, shall remain effective until the contract is executed for 2015 racing meet (hereinafter the "Term").
2. Scope of Agreement. Except as otherwise specifically set forth herein, this Agreement shall only apply to race meetings and pari-mutuel wagering conducted at Indiana Grand racing facility at Shelbyville, Indiana (the "Racetrack") and to pari-mutuel wagering conducted at satellite wagering facilities licensed to Indiana Grand and located in the state of Indiana (the "Satellite Facilities").
3. Exclusive Representation. The HBPA is the exclusive representative of its members and of all Thoroughbred owners and trainers stabled at Indiana Grand or who have horses approved for entry in Thoroughbred races at Indiana Grand, except those persons who state in writing that they do not desire to be represented by the HBPA.
4. Payment for Administrative expenses. Indiana Grand shall deduct 3% (three percent) for the period January 1, 2014, through December 31, 2014, from the allocations to the Indiana Grand Thoroughbred Purse Account in Section 7, subsection A. through G., below, and pay such amounts to the Association to be used by the Association 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 Purse Account. No deduction shall be made for administrative expenses from Slot Funds allocated to the Thoroughbred Purse Account.

5. Race Cards; Simulcasting.

- A. Minimum Number. During the live race meet at the Racetrack, Indiana Grand agrees to hold a minimum of nine (9) live races per card, with additional race (s) provided there is an adequate supply of Thoroughbred horses. The HBPA shall use its best efforts to supply Indiana Grand with an adequate supply of horses to conduct each race meet covered by the Agreement. Indiana Grand shall be allowed to simulcast additional Thoroughbred races to supplement the live race card.
- B. Simulcast Signal. Indiana Grand 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 normal market rates.
- C. HBPA Authorization. During the Term of this Agreement, the HBPA authorizes Indiana Grand 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, P.L. 95-515 (the "Act"), for the conduct of off-track wagering. Indiana Grand will inform, and seek the approval of, the HBPA prior to Indiana Grand sending its signal to any other receiving jurisdiction.

6. Allocations to Purses. During the term of this Agreement and except as otherwise provided herein, Indiana Grand shall credit the following amounts to an account denominated the Thoroughbred Horsemen's Purse Account for disbursement, in complete satisfaction of Indiana Grand'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 Indiana Grand's Thoroughbred 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 Indiana Satellite Facility shall go to Indiana Grand's Thoroughbred purse account as prescribed by state statute.
- C. Satellite Wagering - Out-of-State. When Indiana Grand 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 Indiana Grand (net of expenses incurred by Indiana Grand) on the simulcast of that Thoroughbred race run live at the Racetrack, shall go to the Indiana Grand Thoroughbred purse account. For purposes of this Subsection C, "net receipts" shall mean all funds received by Indiana Grand 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, 5% of gross handle generated by simulcasting on that race shall be allocated between the Indiana Grand Thoroughbred Purse Account, the Indiana Grand Standardbred Purse Account, and the Quarter Horse Purse Account according to IHRC rule.

E. Source Market. If, and when, Indiana Grand receives any source market fees and distribution and communication fees under separate agreement from pari-mutuel wagering on horse races, other than from live racing at Indiana Grand or simulcasts from, or to, Indiana Grand, ("source market fees"), 50% of source market fees (net of expenses incurred by Indiana Grand) shall be allocated between the Indiana Grand Standardbred Purse Account, the Indiana Grand Thoroughbred Purse Account, and the Quarter Horse Purse Account according to IHRC rule.

F. Definitions. For purposes of this Section 6:

- (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.

7. Purses.

A. Purse Schedules and Condition Books. Using its best judgment in estimating attendance, pari-mutuel handle, and breakage, Indiana Grand 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.

Indiana Grand will also deliver to the HBPA, within twenty-one (21) days before each race meeting, its first condition book and proposed purse schedules. Indiana Grand will send a copy of its stall application blank, stakes purse program and condition books for each race meeting to the President of the HBPA for HBPA review prior to printing.

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 eight (8) 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.

- B. Overpayment - Underpayment of Purses. Indiana Grand will make a best faith effort to insure that all Thoroughbred Purse monies earned through the end of the Thoroughbred Meet are paid out by the end of the Thoroughbred Meet. Further, Indiana Grand will meet with the Indiana HBPA on a bi-weekly basis to review the status of the Purse account at the request of the HBPA.
- C. Minimum Purses. No Thoroughbred race shall be run at Indiana Grand during the Term of this Agreement with a purse less than the minimum purse established by the Indiana Horse Racing Commission for any race meeting, but in no event less than \$6,000.
- 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 below.
- E. Stakes Race Purses. Indiana Grand may, at its sole option, apply purse money of either purses for Stakes Races ("Stakes Race Purses") or purses for overnight races. If the total amount paid by Indiana Grand to horsemen in Stakes Race Purses in any calendar year exceeds twenty percent (20%) of the total amount paid in purses, such excess shall not be used to satisfy any of Indiana Grand's purse obligations under this Agreement.
- F. Payment of Purses. Indiana Grand agrees to distribute purses in the following manner excluding stakes.

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

Any races under five horses the extra monies revert to the winner.

- G. 2014 Purse Distribution. Notwithstanding anything to the contrary

set forth in this Agreement, purses will be distributed for the 2014 race meeting based upon a reasonable estimate of purse money to be generated from all sources during the term of this contract. Actual purse money generated and not paid during the live meet, in addition to purse money generated after that date through December 31, 2014, from whatever source, shall be allocated to the appropriate purse account for the 2015 racing year in accordance with the rules of the Indiana Horse Racing Commission.

- H. Payment of Trainer's Fee. Effective as of July 28, 2014 and except as otherwise provided herein, Indiana Grand 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 Indiana Grand for 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 Indiana Grand to not deduct the Trainer's Fee by delivering to Indiana Grand (Attn: Horsemen's Bookkeeper) a written statement signed by the owner or lessee that 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 Indiana Grand.

8. Other Revenues.

- A. Media Rights. If Indiana Grand 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 (hereinafter called "Media Rights"), Indiana Grand and the HBPA shall negotiate an appropriate adjustment to Thoroughbred purses in the year the increases revenue is paid to and earned by Indiana Grand. Prior to execution, Indiana Grand shall notify the members of the Racing Committee of the material terms and donations 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 Indiana Grand that any person, entity or group other than Indiana Grand has a proprietary right in or to the Media Rights relating to any event hosted and/or sponsored by Indiana Grand.
- B. Sponsorship Revenues. Indiana Grand shall pay to Thoroughbred horsemen as purses an amount equal to thirty percent (30%) per year of all monies paid to and earned by Indiana Grand 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 entitle one or more Thoroughbred horse races, conducted and run by Indiana Grand at the Racetrack. Sponsorship revenues subject to this provision shall be limited to monies paid in cash or equivalent and earned

by Indiana Grand and shall not include the value of "in kind" contribution or payments of goods or services flowing from said third parties to Indiana Grand. In no event shall this or any other provision of this Agreement be construed or interpreted as entity or group other than Indiana Grand has a proprietary right in or to any sponsorship revenues, except as specifically set forth herein.

9. Horsemen's Account. Indiana Grand will maintain a separate account denominated the "Thoroughbred Horsemen's Account" with sufficient funds in such account to pay all money owing to Thoroughbred Horsemen regarding purses, stakes, rewards, claims and deposits. 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, shall be deducted by Indiana Grand unless requested in writing by the person to whom such monies are payable or his 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 \$750.00 from the Thoroughbred horse account for each horse entered in the cancelled races. No reimbursement shall be made in the event that notice of cancellation is posted in the racing office, texted to those subscribing to the Indiana Grand texting service and posted on the Indiana Grand website eight (8) or more hours prior to post time. Indiana Grand will make an effort to run back any race that is cancelled.

10. Stalls and Track Facilities.

- A. Stalls and Track Facilities. Indiana Grand shall make available stall space to Thoroughbred horsemen during each race meeting without charge. The racing strip, barns, dormitories and other facilities at the Racetrack (the 'Backside Facilities') necessary for training purposes shall be made available by Indiana Grand without charge to horsemen who have stalls allocated for the immediately upcoming live race meeting 35 days prior to beginning of current meet (barring unforeseen circumstances), the track kitchen facilities 21 days prior to beginning of current meet, and the barn area and dormitories shall also open 35 days prior to beginning of current meet. Indiana Grand 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.

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

meet.

- B. Vendors. Indiana Grand will 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. Indiana Grand will use its best efforts to keep unlicensed persons in the above categories off its premises.
- C. Stall Applications. Before each race meeting, Indiana Grand shall establish a cutoff date for the submission of stall applications. Indiana Grand shall, in the exercise of its sole business judgment, approve or disapprove applications for stalls. The conditions for stabling shall be as set forth on Exhibit A hereto and such conditions shall not be materially modified without the consent of the HBPA. Indiana Grand 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 or tracks 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 Indiana Grand 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; and
 - (6) The best interest of Indiana Grand and Thoroughbred racing.
 - (7) Preference for stalls shall be given to horsemen who have investments 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 the horses' physical condition, fitness and race conditions.

11. Racing Committee. During the Term of this Agreement, Indiana Grand and the HBPA shall organize and maintain a joint committee to be known as the "Racing Committee." The HBPA shall not appoint more than four (4) representatives to the Racing Committee. Indiana Grand shall not appoint more than four (4) representatives to the Racing Committee. The Racing Committee shall meet at least once not more than seventy (70) days, nor less than forty (40) days before each of Indiana Grand's Thoroughbred race meetings, and at least once within seven (7) days after each Thoroughbred race meeting. The Committee shall meet once a month, or as needed, to discuss such things as 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 Committee shall keep minutes of its discussions, recommendations and decisions.

12. Uplink. The HBPA will reimburse Indiana Grand \$100 per race, for every live thoroughbred race run from the Thoroughbred Purse Account to help defray the satellite uplink costs for export Simulcasting.

13. Representations and Warranties.

A. HBPA. In addition to the representations and warranties contained elsewhere in this Agreement, the HBPA warrants, represents to and covenants with Indiana Grand that during the Term:

- (1) This Agreement has been approved by its 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;
- (4) The HBPA and its officials shall not participate in, delay, interrupt, dispute, or cause temporary or permanent cessation or suspension of racing at Indiana Grand during any race meeting and that they will not threaten, intimidate, interfere with or interrupt any agent, servant or employee of Indiana Grand or another person participating in racing at Indiana Grand;
- (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 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 Indiana Grand in a timely and business like manner, considering the need of Indiana Grand to move quickly and decisively;
- (7) This Agreement will be made available for review by Members of the HBPA 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 Indiana Grand who are not members in connection with any provision of this Agreement.
- (10) The HBPA shall use its best efforts to provide health and welfare benefits to backstretch personnel.

B. Indiana Grand. In addition to the representations and warranties contained in this Agreement, Indiana Grand warrants, represents to and covenants with the HBPA that during the Term:

- (1) This Agreement has been approved by its Board of Directors of Indiana Grand's general partner, or, as appropriate, by its General Manager;
- (2) This Agreement is valid and enforceable according to its terms;
- (3) Indiana Grand and its officers, directors and employees shall not threaten, intimidate or otherwise coerce any Horsemen, HBPA member, employee or representative thereof;
- (4) Indiana Grand shall use its best efforts to keep the backside area of the Racetrack in a safe, clean, and orderly condition; and
- (5) Indiana Grand shall use its best efforts to assist the HBPA in developing health and welfare programs for backstretch personnel.
- (6) Indiana Grand shall use its best efforts to reschedule any programmed race lost due to cancellation.

14. 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 Indiana Horse Racing Commission.

15. Threats of Boycotts by Individual Members. In the event any representative of the HBPA 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 horsemen's group or individual horsemen threatening to do likewise, then, in such events, the HBPA shall call a general meeting of horsemen. Notice of such meeting shall be provided to Indiana Grand under Paragraph 21 and Indiana Grand shall be given an opportunity to appear at such general meeting for the purpose of explaining its position regarding the

controversy.

16. Right to Terminate.

- A. Boycotts. If, during the Term, Indiana Grand is prevented from conducting a scheduled race due to the concerted action of Members of the HBPA, and/or its officers or directors, which results in a boycott of a scheduled race, then, in such event, Indiana Grand shall have the right to terminate this Agreement by giving written notice to the HBPA. The HBPA shall have until 10:00 A.M. of the next day to prevent the boycott of future races and to provide evidence to Indiana Grand that the boycott has been prevented. If the HBPA fails to prevent the boycott by that time, then Indiana Grand 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 an election of remedies nor shall it constitute a waiver of Indiana Grand's other remedies in law or equity.
- B. Default. Without limiting Indiana Grand's right under Paragraph 16.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 written notice of default is mailed or delivered pursuant to Paragraph 21. 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.
17. Indemnification. The HBPA shall indemnify and hold harmless Indiana Grand 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 under the provisions of Paragraphs 4,6,7,or 9.
18. Further Assurances. The HBPA and Indiana Grand 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.
19. 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.
20. Rights of Others. Nothing contained in this Agreement shall be construed as giving a 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 Indiana Grand to horsemen.
21. 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 purposes of this Agreement, the following are the addresses of the parties:

Indiana Grand:

Jon Schuster
4200 N. Michigan
Shelbyville, IN 46176

HBPA:
Joe Davis
President Indiana HBPA
1682 Asher Court
Hebron, KY 41048

Copy to:
Mike Brown
Executive Director Indiana HBPA
32 Holloway Dr.
Brownsburg, IN 46250

22. 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.
23. 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.
24. 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.
25. Assignment. This Agreement shall not be assigned by the HBPA without the written approval of Indiana Grand.
26. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of April 01, 2014.

CENTAUR ACQUISITION, LLC
DBA INDIANA GRAND

By: _____
Jon Schuster, General Mgr of racing

INDIANA HORSEMEN'S BENEVOLENT
AND PROTECTIVE ASSOCIATION, INC.

By: _____
Joe Davis , President

Agenda Item #10

Indiana Grand Race Course

2014 Officials List

Director of Racing / Racing Secretary	Kevin Greely
Assistant Racing Secretary	Jeffrey W Johnston
Paddock Judge	Cyndi Smith
Placing Judges	Kym Sample, Ladonna Peck, Sheri Torres
Outriders	Tiffany Belden, John Neal, Rhonda Gabbard
Claims Clerk	Amanda Dake
Clockers	Amanda Dake, Abigail Shoemaker
Clerk of Scales	Steve Cahill
Jocks Room Custodian	Chris Belleville
Photo Finish Operator	Angela Fryman
Identifier	David Bryan
Starter / Track Superintendant	John Jamison
Horsemen's Bookkeeper	Incompass / Patricia Hankins
Timer/Photo Finish	Angela Fryman
Silks Attendant	Randi Fowler
Temporary Outrider	Darrin Cain
Racing Veterinarians	William Doig, Charles Kalb, Michael Hardy, Dan Eichhorn
Integrity Officer	Al Adkins