

EARLY PURSE RELEASE AUTHORIZATION AGREEMENT FOR CSOA MEMBERS

This Agreement is expressly contingent on the Trainer and all Owner(s) being current member(s) in good standing with Cloverleaf Standardbred Owners' Association (CSOA). This Early Purse release Agreement ("Agreement") is made this _____ day of _____, 20__, between _____, with a principal address of _____

_____ ("Owner") and Prince George's Racing Ventures, LLC, a Delaware Corporation, with a principal mailing address of 6336 Rosecroft Drive, Fort Washington, MD 20744.

WHEREAS, Owner owns and/or trains and/or drives Standardbred race horses that compete at Rosecroft (the "Track"); and;

WHEREAS, Owner wishes for payment of any winning purse money to be distributed in accordance with the purse distribution schedule after the race has been declared official by the Judges; and;

WHEREAS, the Purse Account has agreed to provide for such payment of purse money on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the intent to be legally bound as follows:

1. The Track agrees that it will release purse money to the Owner in accordance with the purse distribution schedule for untested horses, excluding monies earned for stake races.
2. Horsemen understands and acknowledges that the purpose of this purse release agreement is to facilitate the release of purse money prior to the receipt of drug testing results. Owner agrees that if a drug test sample taken from Owner's horse is reported to the Maryland Racing Commission to be positive for a prohibited substance, Owner, upon written notice from the Commission, shall repay to the Track the purse money earned and paid to the Owner from the race in which the horse tested positive. Such repayment shall occur immediately, and if such repayment does not occur within fourteen (14) days from the date of notice of the positive test; 1) the Track shall notify the Maryland Racing Commission and request that the Owner's horse racing privileges be immediately suspended until the purse money is repaid, and 2) Tracks shall not accept any entries from Owner or on his behalf until such time as the purse money is repaid.
3. Owner shall indemnify, defend and hold harmless the Track, their employees, agents, consultants and CSOA from and against any and all claims, demands, actions, suits, liabilities, damages and losses, which arise out of or relate to this Agreement.
4. All terms, conditions and obligations described within this Agreement shall be interpreted and governed by Maryland law.
5. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. Election of one remedy shall not preclude the use of other remedies.
6. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. Owner may not assign delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Association.
8. This Agreement contains the final and entire agreement of the parties and all other agreements, whether oral or written, made with respect to the subject and the transactions contemplated by this Agreement shall have no force or effect. No amendments, supplements or waivers of any provision of this Agreement shall be valid unless by an instrument in writing, signed by both parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have signed this Agreement.

OWNER:

AUTHORIZED ADMINISTRATOR:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____