# **The Colonial Trot**

## and Colonial Oaks (Filly Division) Separate Colt & Filly Races For 3-Year-Old Trotters

#### Note:

Plainville Gaming and Redevelopment LLC reserves the right to add to, amend or delete the conditions of all or any part of The Colonial Trot without liability.

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#### **Owned & Sponsored By:**

Plainville Gaming and Redevelopment LLC ("PGR") ("Sponsor")

#### Serviced By:

The Hambletonian Society, Inc. ("Society")

#### For:

Foals of 2021 (Subject to USTA Rule 26, Section 23 (d).

#### To Be Raced As:

The Colonial Trot for 3-Year-Old Colt & Gelding Trotters and Colonial Oaks for 3-Year-old Filly Trotters.

#### To Be Raced At:

Plainridge Park Casino, Plainville, MA. ("Tracks" or "Track") Definite dates will be published in the USTA Stakes Guide in the year of the races. If for any reason it becomes impractical or undesirable, in the opinion of PGR (Plainridge), to hold either one or both of these races at the track designated, PGR reserves the right to change the date and the location for either or both races.

#### **Cancellation:**

PGR and the Track further reserve the right to cancel any or all of the races if for reasons beyond their control it becomes impractical or undesirable in the opinion of the Sponsor to conduct said race(s). If an event is not raced due to circumstances beyond their control, the Sponsor's responsibility and liability will be limited to refunding without interest nomination, sustaining and entrance fees collected toward canceled event that have not been disbursed at the time of cancellation. These monies will be prorated among the owners of the horses eligible as of the time of cancellation.

#### **Estimated Purse:**

| The Colonial  | .\$40,000 |
|---------------|-----------|
| Colonial Oaks | .\$40,000 |

#### Added Money:

The Sponsor will add \$20,000 to the 3-year-old colt trotters & \$20,000 to the 3-year-old filly trotters.

## Payments (U.S. Funds only):

| February 15, 2024 – 1st payment (nomination)\$300                  |
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| March 15, 2024 – 2nd payment (sustaining)\$300                     |
| Entrance Fee\$500  |
| The Sponsor reserves the right to deduct from the paid in nominat- |
| ing and sustaining fees funds to pay the Hambletonian Society fees |
| for administration of the races and for any trophies for the race  |

#### **Declaration:**

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

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

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

#### Filly Notice:

Fillies are not eligible to the colt races

#### **Supplemental Nominations and Declarations:**

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

#### **Payment Distribution:**

All payments will be credited to the specific race.

## Transfer:

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

#### Notice:

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

#### Waiver:

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

## **Racing Conditions:**

One dash at one mile. In the event it becomes necessary to split any event, that event may be held in divisions. The decision to split will be made by the Track(s) racing office. Stable entries will be seeded by lot whenever possible. There will be no refunds for scratched horses.

Plainville Gaming and Redevelopment LLC reserves the right to reject and return the entry fee for any reason. All starters are subject to the detention policy of Plainville Gaming and Redevelopment LLC and subject to their Host Track Horsemen's Guide.

#### Money Division:

Purses for race will be divided 50-25-12-8-5%. Payment distribution may be adjusted at the discretion of the Host Track if the race has trailers.

#### **Drivers and Trainers Fees:**

The drivers and trainers fees may be disbursed in accordance with the policy of the track at the time of the race.

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#### **Disputes:**

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

Plainville Gaming and Redevelopment LLC, at its sole discretion as to what it determines to be in the best interest of the Races, reserves the right to refuse the participation of any entry or proposed entry. Any horse owned or trained by an owner or trainer who is arrested, indicted or is the subject of a filed governmental criminal information charging such person with administering, selling, sponsoring or encouraging the sale or use of illegal medications or the illegal or unethical treatment of animals will be ineligible to race in any of the races owned by Plainville Gaming and Redevelopment LLC. Such ineligibility shall commence on the date of such arrest, indictment or information and continue for a minimum of 60 days from the time of the transfer of ownership of the horse and/or the change of trainers to a bona fide separate and unrelated licensed owner or trainer, as the case may be. All payments may be subject to forfeiture.

#### **Rules:**

Unless otherwise specified and except as may be affected by a state or provincial racing Commission or Board, USTA rules not in conflict with these conditions to govern, as well as the Track rules and regulations where the race is contested. The conditions, and rules and regulations, shall be those in effect at the time of the race.

#### Make Nomination and Sustaining Checks Payable To and Send To:

The Hambletonian Society, Inc. 109 South Main Street, Suite 18 Cranbury, NJ 08512-3174