



EARLY PURSE RELEASE AUTHORIZATION AGREEMENT

This Early Purse release Agreement (“Agreement”) is made this __ day of _____, 2023, between _____, with a principal address of _____ (“Owner”) and Ocean Downs, LLC, a Maryland Limited Liability Company, with a principal mailing address of 10218 Racetrack Rd., Berlin, MD 21811 (the “Track”).

WHEREAS, Owner owns and/or trains and/or drives Standardbred race horses that compete at 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, prior to confirmation that Owner’s horse has tested negative for prohibited substances, subject to repayment; and;

WHEREAS, Track has agreed to provide for such payment of purse money on the terms and conditions 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(s) listed below in accordance with the purse distribution schedule for untested horses, excluding monies earned for stake races.
2. Owner 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 (the “Commission”) to be positive for a prohibited substance, Owner, upon written notice to Owner from the Commission or the Track, shall repay the Track the purse money earned and paid to the Owner from the race in which the applicable horse tested positive. Such repayment shall occur immediately, and if such repayment does not occur within fourteen (14) days from the date of the notice of the positive test; 1) the Track shall notify the Commission and request that the Member’s horse racing privileges be immediately suspended until the purse money is repaid, and 2) Track shall not accept any entries from Owner or on its behalf until such time as the purse money is repaid.
3. Owner shall indemnify, defend and hold harmless the Track, their employees, agents, and consultants 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 parties’ 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 or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the Track.
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.
9. *****This early purse release agreement is contingent on the owner/trainer/driver being a member in good standing of the Cloverleaf Standardbred Owners Association for the current year. Lack of a current membership will result in no early release.

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

OWNER:
By: _____

TRACK:
By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____