

OWNER/JOCKEY ADVERTISING AND
PROMOTIONAL MATERIALS AGREEMENT

This Agreement ("Agreement") between _____ (the "Owner") and _____ (the "Jockey") (collectively the "Parties"), is based upon the understanding that the Jockey will display advertising or promotional materials provided by _____ (the "Sponsor") while riding the horse _____ (the "Horse") in the _____ (the "Race") at _____ racetrack on _____, 20__.

I. The Parties agree that each of them shall notify the other in writing within a time sufficient to obtain regulatory approval pursuant to 810 KAR 1:009, Section 15 of all terms of the advertising or promotional opportunity and the content proposed to be displayed in the Race.

II. The Parties agree that the Jockey shall not display any advertising or promotional material on his/her apparel one (1) hour before or after the Race except that which is specifically agreed to by the Owner and the Jockey as evidenced by completion and filing with the Commission the "Request to Wear Advertising and Promotional Materials" form.

III. The Parties agree that any revenues received in exchange for wearing advertising or promotional materials shall be divided as follows:

- Owner _____%
- Jockey _____%
- Charity _____ %
- Charity _____ %
- Other _____ %
- Other _____ %

IV. The Parties agree that any revenues received shall be held by _____, who shall hold a valid Kentucky Horse Racing Commission license, and shall be distributed as indicated above no later than _____, 20__.

V. The Parties agree that this Agreement contains the final expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to in writing and signed by both parties.

VI. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

Owner: _____ * Jockey _____ *

Print name: _____ Print name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

Date: _____ Date: _____

*If authorized agent signing on behalf of Owner or Jockey, the authorized agent must be duly licensed as such by completing and filing with the Commission the "Authorized Agent License Application" form.