

Kentucky Horse Racing and Gaming
Meeting Materials for Special Meeting
November 25, 2025



MINUTES OF THE OCTOBER 2, 2025, KENTUCKY HORSE RACING AND GAMING CORPORATION SPECIAL MEETING

Date: October 2, 2025, at 10:00 a.m.

Place: KHRG Conference Room and via Video Teleconference

Board Members Present: Chair Jonathan Rabinowitz, Vice Chair Charlie O'Connor, Dr. Tiffany Daniels, Michael F. Dudgeon, Terry Finley, Greg Harbut, Kerry Harvey, Lesley Howard, William L.S. Landes, Catherine Parke, C. Frank Shoop, Dale Romans, Jason Chinn and William Redwine

Ex-officio Members Present: Jansen Hammock for Secretary Jeff Noel, Chad Thompson for Secretary Ray Perry and Mona Juett for Secretary Lindy Casebier

AGENDA ITEM	TRANSCRIPT PAGE NUMBER(S)	DISCUSSION / CONCLUSIONS / RECOMMENDATIONS	ACTION TAKEN
I. Call to Order and Roll Call	6 - 8	Chair Rabinowitz called the meeting of the Kentucky Horse Racing and Gaming Corporation (KHRG) to order and introduced the three new board members: Bernie Mason from Ashland representing charitable gaming; William Redwine from Morehead representing charitable gaming; and Jason Chinn from Beaver Dam representing the quarter horse industry. Chair Rabinowitz performed the roll call. A quorum was recognized.	No action taken.
II. New Business Tab 1: Audited Financial Statements	8 - 15	Chair Rabinowitz requested a motion from the Board to approve the audited financial statements. Motion by Mr. Dudgeon and second by Mr. Finley.	Chair Rabinowitz called for a vote to approve the audited financial statements. Motion carried with no objections or abstentions.

AGENDA ITEM	TRANSCRIPT PAGE NUMBER(S)	DISCUSSION / CONCLUSIONS / RECOMMENDATIONS	ACTION TAKEN
		<p>Chief Financial Officer, Katie Smith, was assigned the floor and KHRG is statutorily required to undergo an annual audit beginning with fiscal year 2025. Cherry Bekaert was the independent accounting firm engaged to perform the audit.</p> <p>CFO Katie Smith introduced Debbie Smith, Engagement Director with Cherry Bekaert, and asked her to provide an overview of the audited financial statements and executive summary.</p> <p>Ms. Debbie Smith explained the audit report for KHRG included an unmodified opinion, the highest level of opinion, which means, based on their audit procedures, the financial statements are fairly presented in accordance with generally accepted accounting principles. Additionally, she explained the audited statements included a report on internal control over financial reporting and compliance. No deficiencies or instances of non-compliance were found. She also presented the executive summary. The entire presentation is fully incorporated herein and can be found in the full transcript on pages 11 through 14.</p> <p>Chair Rabinowitz inquired about the (\$13 million) unrestricted net position balance and asked that it be explained to the board. CFO Katie Smith explained the negative balance is caused by the net pension liability and net other post-employment benefit liability previously recorded at the cabinet level. Ms. Debbie Smith added the negative balance is common for quasi-</p>	

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		government agencies in Kentucky participating in the Kentucky Public Pension Authority pension/retirement plans.	
IV. Adjournment	16 - 17	With no other business, Chair Rabinowitz requested a motion from the Board to adjourn the October 2, 2025, meeting. Motion by Vice Chair O'Connor and second by Ms. Parke. Meeting adjourned.	Chair Rabinowitz called for a vote to adjourn. Motion carried with no objections or abstentions.

NOTE: The meeting materials and any amendments and/or supplements thereto, subject to any applicable exemptions, and the official Transcript are incorporated by reference as if set forth fully herein.

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing & Gaming
FROM: Katie Smith, Chief Financial Officer
DATE: November 14, 2025
RE: **PURCHASE REQUEST FOR ONE 2026 SUV WITH GARY YEOMANS FRANKFORT FORD**

The Licensing Division of KHRG is seeking authorization to purchase one new 2026 sport utility vehicle as a replacement for the 2020 Ford Fusion with 114,000 miles damaged in an accident in September. A smaller SUV is being requested instead of a sedan for easier hauling of equipment required to be transported to each of the racetracks.

The Commonwealth of Kentucky's master agreements with awarded dealers requires agencies to obtain quotes from a minimum of three awarded dealers. Two Ford dealerships and one Toyota dealership with master agreements were contacted to request quotes, and responses were received from two of the dealerships. Additionally, KHRG requested the quotes to include trade-in values for the 2020 Ford Fusion as well as two Charitable Gaming vehicles recently replaced with other vehicles (2017 Ford Taurus and 2016 Dodge Charger).

Staff's recommendation is to proceed with the quote of \$28,480.75 with Gary Yeomans Frankfort Ford. The FY26 budget included up to \$150,000 for KHRG vehicle purchases, and this request is the first received for FY26.

KHRG staff recommends approval pending approval by the Finance Committee at its next meeting on November 25th.

BOARD ACTION

_____ Approve

_____ Defer

_____ Deny

Kentucky Horse Racing and Gaming Corporation

Purchase Request Form

Short Description Licensing Division purchase of (1) Hybrid Vehicle

Date 11/14/2025

Requestor Brian Nesselrode

Phone # 502 226-0148

Procurement Type Equipment

Procurement Method Cooperative Purchasing

Fund 374R - Administration

Expense Type E605 - Motor Vehicles

Suggested Vendor / Supplier Information:

Contact Information:

Name Gary Yeomans Frankfort Ford
Street Address 1070 Versailles Rd.
City, State Zip Frankfort, KY 40601
Phone 502 783-7813 **Website**

Name Derrick Napier
Email dnapier@kentuckyhrg.com
Phone 502 319-3251

Amount of Purchase \$28,480.75

Anticipated Start Date Upon Approval

Estimate or Actual? Actual

Anticipated End Date N/A

Is there a Master Agreement or other state agreement? Yes

Agreement Number MA 758 2300000804

Please provide copy of the agreement

Purpose and Justification: (Explain how this is critical to delivery of services and the impact if not approved)

The Licensing Division of KHRG respectfully requests permission to purchase a hybrid SUV as a replacement for the 2020 Ford Fusion with 114,000 miles severely damaged in an accident in September. The Director of Licensing requested a smaller SUV instead of a sedan for easier hauling of equipment required to be transported to each of the tracks.

As outlined in the Master Agreement, "it will be the responsibility of the agencies utilizing the Master Agreement to obtain quotes from a minimum of three awarded dealers." Quotes were requested from Paul Miller Ford, Gary Yeomans Frankfort Ford and Frankfort Toyota for a 2026 Hybrid SUV (Ford Escape, Toyota RAV-4 or Toyota Corolla Crossover) Ford Explorer Active. As outlined in the request for quotes, KHRG will be trading in KHRG's 2020 Ford Fusion along with CG's 2017 Ford Taurus and 2016 Dodge Charger recently replaced with other vehicles. Responses were only received from Paul Miller Ford and Gary Yeomans Frankfort Ford.

Quotes from both dealers are attached, and the purchase was included in the KHRG FY26 budget. The recommendation is to go with the quote from Gary Yeomans Frankfort Ford as the trade-in value for the damaged 2020 Ford Fusion is subject to change on the Paul Miller quote causing the quote to likely increase above the

Attach a Word document with additional justification if additional space is needed for any of the above.

Department Level Approval: /s/George L. Haydon 11/14/2025

CEO Approval: Janine H. Eads 11.14.2025

Finance Committee Approval (if required):

Meeting Date

KHRGC Board Approval (if required):

Meeting Date

Do any of the following apply to this request?

☐ No ☐ Not Practicable or Feasible

If Yes, present justification in the space below explaining why the suggested vendor is the only vendor that offers an item or services that will satisfy the agency requirements. Explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and approach.

☐ No ☐ Sole Source

If Yes, present justification in the space below clearly substantiating the fact that the item or service is the only item or service that will meet the agency requirements. Provide written justification from the vendor demonstrating they are the sole manufacturer, sole distributor or sole authorized agent. While a vendor may be the sole manufacturer, distributor or authorized agent of a particular item or service, if there are competing products or services available, the item or service is not considered a sole source.

☐ No ☐ Emergency

If Yes, present explanation in the space below of the emergency condition. An emergency condition exists when there is an immediate need for supplies, equipment, or services which cannot be met through normal procurement methods and the absence of which would seriously threaten the proper functioning of KHRGC, the preservation or protection of its property, facility, or IT hardware or equipment, or the health and safety of any person.

If all of the above answers are "No", then STOP - form is complete and only the first page is required.

Justification for the above items:

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FUTURE PURCHASES: Explain how this purchase will obligate KHRGC to a particular vendor for future purchases, if applicable. For example, will future maintenance require contracts with this vendor or can contracts for maintenance be competitively awarded? Will "like" or "proprietary" items be required to be purchased from only this vendor? Explain in detail.

--

IMPACT TO KHRGC: Explain the impact to KHRGC if this request is not approved.

--

Attach a Word document with additional justification if additional space is needed for any of the above.



Quote

1070 Versailles Road
Frankfort, ky 40601
(502) 783-7813
dnapien@anewford.com

TO

KY Horse Racing & Gaming Corp.
4047 Iron Works Parkway
Frankfort, Ky 40601

MASTER CONTRACT NUMBER **MA 758 2300000804**

Att: Brian Nesselrode

E-MAIL ADDRESS: brian.nesselrode@ky.com phone: (502) 238-0118

SALESPERSON		Quote #		Delivery Date	Payment Terms
FLEET DEPT	Derrick	UAD4399		Immediate	NET 20

LINE ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
1	2026 Ford Escape St Line Select AWD			
	2.5I Hybrid, ECVT Trans	1	\$34,980.75	\$34,980.75
	Carbonized Gray, Ebony Vinyl/Cloth Seats,			
	Equipment Group 400A			
	18" Rock Metallic Painted Alum Wheels,			
	Class II Tow Package			
	Tech Package #1			
	Evasive Steering Assist			
	Connected NAV: 1 YR Included			
	Lane Centering Assist			
	Rear Parking Sensors			
	Adaptive Cruise Control			
	13.2" Touchscreen			
	Trade In Credits			
	2020 Ford Fusion 3FA6P0HD9LR135288	1	\$500.00	-\$500.00
	2017 Ford Taurus 1FAHP2MK7HG143204	1	\$2,000.00	-\$2,000.00
	2016 Dodge Charger 2C3CDXAG4GH211508	1	\$4,000.00	-\$4,000.00
	***ANY QUESTIONS FEEL FREE TO GIVE ME A			
	CALL AT (502) 319-3251***			
			TOTAL	\$28,480.75
THANK YOU FOR THE CHANCE TO EARN YOUR BUSINESS!				



975 East New Circle Road
Lexington, KY 40505
859.317.3114
sullivan@paulmillergroup.com

DATE November 14, 2025
CUSTOMER ID
STATE CONTRACT # MA 758 2300000801

TO COK- KY HORSE RACING AND GAMING CORP.
ATTN: BRIAN NESSELRODE
4047 IRON WORKS PARKWAY
LEXINGTON, KY 40511
502-226-0148

QUOTE
STOCK

SHIP TO COK- KY HORSE RACING AND GAMING CORP.
ATTN: BRIAN NESSELRODE
4047 IRON WORKS PARKWAY
LEXINGTON, KY 40511
502-226-0148

Brian.Nesselrode@ky.gov

SALESPERSON	JOB	DEAL#	PO#	Delivery Date	Payment Terms
SIMPSON	2026 ESCAPE 4DR ST-LINE SELECT	TBD	TBD	TBD	UPON RECEIPT

QUANTITY	DESCRIPTION	ITEM #	UNIT PRICE	LINE TOTAL
1.00	2026 FORD ESCAPE 4DR ST-LINE SELECT AWD	U9H	\$ 37,375.00	\$ 37,375.00
	2.5L I-VCT ATK I-4 HYBRID ENGINE	992		
	ECVT TRANSMISSION	445		
	EQUIPMENT PACKAGE	400A		
	ST-LINE TRIM			
	225/60R18 100H A/S BSW TIRES			
	18" ROCK MAGNETIC PAINTED WHEELS			
	TECH PACKAGE #1	688		
	EVASIVE STEERING ASSIST			
	CONNECTED NAV:1 YEAR INCLUDED			
	LANE CENTERING ASSIST			
	REAR PARKING SENSORS			
	ADAPTIVE CRUISE CONTROL			
	13.2" TOUCHSCREEN			
	FRONT LICENSE PLATE BRACKET	153		
	3RD KEY (PROGRAMMABLE)	KEY		
	EXTERIOR- STAR WHITE METALLIC TRI-COAT	AZ		
	INTERIOR- EBONY PART VINYL/CLOTH & RED STITCHING	HM		
	VIN#	ORDER#		
	1FMCU9NZ0TUA23641	STOCK		
1.00	TRADE IN: 1FAHP2MK7HG143204 - 2017 FORD TAURUS	SIGHT UNSEEN	(1,500.00)	\$ (1,500.00)
1.00	TRADE IN: 2C3CDXAG4GH2T1508 - 2016 DODGE CHARGER	SIGHT UNSEEN	(4,000.00)	\$ (4,000.00)
1.00	TRADE IN: 3FA6P0HD9LR135288 - 2020 FORD FUSION	SIGHT UNSEEN	(3,000.00)	\$ (3,000.00)
1.00	RETAIL BONUS CASH	11598	EXP: 1-3-26	(1,000.00) \$ (1,000.00)
1.00	BONUS CUSTOMER CASH	11604	EXP: 1-3-26	(1,000.00) \$ (1,000.00)
1.00	PAUL MILLER RETAIL DOC FEE		699.00	\$ 699.00
LINE TOTALS				27,574.00 \$ 27,574.00
SUBTOTAL				\$ 27,574.00
SALES TAX				
TOTAL				\$ 27,574.00

YOUR SIGNATURE & PURCHASE ORDER CONFIRMS ORDER.

Signature: _____
Print Name: _____
Title: _____
Purchase Order #: _____ Date: _____

Make all checks payable to Paul Miller Ford Inc.



975 East New Circle Road
Lexington, KY 40505
859.317.3114
sullivan@paulmillergroup.com

DATE November 14, 2025
CUSTOMER ID
STATE CONTRACT # MA 758 2300000801

TO COK: KY HORSE RACING AND GAMING CORP.
ATTN: BRIAN NESSELRODE
4047 IRON WORKS PARKWAY
LEXINGTON, KY 40511
502-226-0148

QUOTE
STOCK

SHIP TO COK: KY HORSE RACING AND GAMING CORP.
ATTN: BRIAN NESSELRODE
4047 IRON WORKS PARKWAY
LEXINGTON, KY 40511
502-226-0148

Brian.Nesselrode@ky.gov

SALESPERSON	JOB	DEAL#	PO#	Delivery Date	Payment Terms
SIMPSON	2026 ESCAPE 4DR ST-LINE SELECT	TBD	TBD	TBD	UPON RECEIPT

QUANTITY	DESCRIPTION	ITEM #	UNIT PRICE	LINE TOTAL
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THANK YOU FOR YOUR BUSINESS!

From: Sullivan Simpson <sullivan@paulmillergroup.com>
Sent: Wednesday, November 12, 2025 3:50 PM
To: Nesselrode, Brian I (KHRCG) <brian.nesselrode@ky.gov>
Subject: Re: Quote

This Message Originated from Outside the Organization
This Message is From an External Sender.

Report Suspicious

Brian,

Hope you are doing well. Attached is an updated quote for the Hybrid Ford Escape with the sight unseen trade estimates listed. Please note: these are sight unseen estimates, a final estimate will not take place until the vehicles are seen in person. Also, I just checked and the Escape is still in stock as of right now. If you need any additional information please let me know.

Hope you have a good afternoon.

Thanks,

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing & Gaming
FROM: Katie Smith, Chief Financial Officer
DATE: November 21, 2025
RE: **PURCHASE REQUEST FOR INSURANCE**

KRS 230.230(4) requires KHRG to purchase property, casualty and liability insurance to provide necessary coverage and protection to KHRG employees and assets. An initial policy was purchased in 2024 which included coverage for professional liability, general liability, property, crime, inland marine and umbrella. This purchase request is the first annual renewal for the current policy expiring in December 2025 and includes an increase in the professional liability coverage due to the increase in vets and vet techs.

KHRG staff recommends approval pending approval by the Finance Committee at its meeting on November 25th.

BOARD ACTION

_____ Approve
_____ Defer
_____ Deny

Kentucky Horse Racing and Gaming Corporation

Purchase Request Form

Short Description	Insurance		
Date	11/21/2025		
Requestor	Susan Speckert	Phone #	
Procurement Type	Supplies	Procurement Method	Non-Competitive Negotiation
Fund	374R - Administration		
Expense Type	E254 - Business Insurance Premiums		
Suggested Vendor / Supplier Information:		Contact Information:	
Name	Trucordia (f/n/a Maverick Insurance)	Name	Brian Hapney
Street Address	9200 Shelbyville Road	Email	Brian.Hapney@trucordia.com
City, State Zip	Louisville, KY 40222	Phone	502-200-0702
Phone		Website	
Amount of Purchase	\$130,091.41	Anticipated Start Date	12/23/25
Estimate or Actual?	Actual	Anticipated End Date	12/23/26
Is there a Master Agreement or other state agreement?		Agreement Number	
		<i>Please provide copy of the agreement</i>	

Purpose and Justification: (Explain how this is critical to delivery of services and the impact if not approved)

Please see attached proposal from the insurance broker and policy with selected provider which includes coverage for professional liability, general liability, property, crime, inland marine and umbrella. The broker, provider and initial policy were selected in 2024 during the transition from the Commonwealth of Kentucky after working with executive branch staff. The insurance provider is also the same provider selected for other insurance policies (e.g., D&O, cyber security) after quotes were received from other providers.

This request is the first renewal for the current policy and includes an approximate \$20k increase mainly caused by an increase in the professional liability coverage because of the increase in vets and vet techs. KRS 230.230(4) states "The president shall conduct the day-to-day operations of the corporation for the purpose of carrying out the policies and procedurs of this chapter and the board. The duties of the president include but are not limited to: (h) maintaining appropriate levels of property, casualty, and liability insurance as approved by the board to protect the president, managers, employees and assets of the corporation..." FY26 budget approved by the Finance Committee and KHRG Board included \$200,000 for insurance, of which \$70,904.72 has been approved for D&O insurance. Additionally, a new insurance policy for cyber insurance was purchased in the amount of \$28,100.

Attach a Word document with additional justification if additional space is needed for any of the above.

Department Level Approval:	s/ Susan Speckert	11/21/25
	<small>Signature</small>	<small>Date</small>
CEO Approval:	JAMES H. EADS	11.21.25
	<small>Signature</small>	<small>Date</small>
Finance Committee Approval (if required):	<small>Meeting Date</small>	
KHRGC Board Approval (if required):	<small>Meeting Date</small>	

Do any of the following apply to this request?

☐ No ☐ Not Practicable or Feasible

If Yes, present justification in the space below explaining why the suggested vendor is the only vendor that offers an item or services that will satisfy the agency requirements. Explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and approach.

☐ No ☐ Sole Source

If Yes, present justification in the space below clearly substantiating the fact that the item or service is the only item or service that will meet the agency requirements. Provide written justification from the vendor demonstrating they are the sole manufacturer, sole distributor or sole authorized agent. While a vendor may be the sole manufacturer, distributor or authorized agent of a particular item or service, if there are competing products or services available, the item or service is not considered a sole source.

☐ No ☐ Emergency

If Yes, present explanation in the space below of the emergency condition. An emergency condition exists when there is an immediate need for supplies, equipment, or services which cannot be met through normal procurement methods and the absence of which would seriously threaten the proper functioning of KHRGC, the preservation or protection of its property, facility, or IT hardware or equipment, or the health and safety of any person.

If all of the above answers are "No", then STOP - form is complete and only the first page is required.

Justification for the above items:

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FUTURE PURCHASES: Explain how this purchase will obligate KHRGC to a particular vendor for future purchases, if applicable. For example, will future maintenance require contracts with this vendor or can contracts for maintenance be competitively awarded? Will "like" or "proprietary" items be required to be purchased from only this vendor? Explain in detail.

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IMPACT TO KHRGC: Explain the impact to KHRGC if this request is not approved.

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Attach a Word document with additional justification if additional space is needed for any of the above.

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

TO: Kentucky Horse Racing and Gaming

FROM: Ashleigh Bailey, Chief Legal Officer

DATE November 19, 2025

RE: **VOLUNTARY IMPLEMENTATION AGREEMENT WITH THE HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC. AND THE HORSERACING INTEGRITY AND WELFARE UNIT FOR 2026**

Attorneys from the Horseracing Integrity and Safety Authority ("HISA"), the Horseracing Integrity and Welfare Unit ("HIWU"), and Kentucky Horse Racing and Gaming have reviewed and revised the proposed Voluntary Implementation Agreement included in the meeting materials. KHRGC staff, including, but not limited to, KHRGC stewards and veterinarians, also reviewed the proposed agreement.

The proposed agreement, which, if approved, would be effective upon the date of signature by all parties through December 31, 2026, has similar terms and conditions as the 2025 agreement. However, notable changes to the 2026 agreement include:

- Adding a provision that the KHRG Regulatory Veterinarians agree to chair the Racetrack Risk Management Committee at the Racetracks in Kentucky in accordance with HISA Rule 2121, for which duties include conducting reviews of all findings relative to Catastrophic Injuries and Equine Mortalities;
- Adding a provision that the KHRG agrees to allow any individual with a credential or letter of authorization issued by the Agency access to any state licensed training facility subject to the KHRG's jurisdiction;
- Changing the State-Appointed Testing Laboratory from Industrial Laboratories Company, Inc. to EQUAS Laboratory in Lexington, KY;
- Revising the requirement for reimbursement for investigations to include the KHRG providing documentation relating to its resources utilized and costs expended in performing investigative tasks for the Agency; and
- Updating certain KHRG contacts/positions.

KHRG staff recommends approval of the proposed Voluntary Implementation Agreement.

BOARD ACTION

_____ Approve

_____ Defer

_____ Deny

VOLUNTARY IMPLEMENTATION AGREEMENT

THIS VOLUNTARY IMPLEMENTATION AGREEMENT (this “Agreement”) is effective as of the ____ day of _____, 2025 (the “Effective Date”), by and among the Horseracing Integrity and Safety Authority, Inc., a Delaware non-profit corporation whose mailing address is 201 East Main Street, Suite 340, Lexington, Kentucky 40507 (the “Authority”), the Horseracing Integrity & Welfare Unit, a division of Drug Free Sport, LLC (“Drug Free Sport”), a Delaware limited liability company whose mailing address is 2537 Madison Avenue, Kansas City, Missouri 64108 (the “Agency” or “HIWU”), and the Kentucky Horse Racing and Gaming Corporation, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky whose mailing address is 4047 Iron Works Pkwy., Lexington, KY 40511 (the “Corporation”). As used herein, the “Parties” shall mean the Authority, the Agency, and the Corporation, collectively; and a “Party” shall mean the Authority, the Agency, or the Corporation individually

WHEREAS the Authority is a private, independent, self-regulatory, nonprofit corporation that was recognized for the purpose of developing and implementing a horseracing anti-doping and medication control program and a racetrack safety program for Covered Horses, Covered Persons, and Covered Horseraces by the Horseracing Integrity and Safety Act of 2020 (the “Act”). Any individuals, events, or other matters under the purview of the Kentucky Horse Racing and Gaming Corporation prior to enactment of the Act, and not superseded by the Act, shall continue as regulated by the Kentucky Horse Racing and Gaming Corporation;

WHEREAS Drug Free Sport, a worldwide leader in the sport drug testing industry who administers comprehensive drug testing programs, manages national and international collections, and develops drug testing policies for a wide range of organizations around the world, created an entity to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce an independent and uniform thoroughbred anti-doping and medication control program (“ADMC Program”);

WHEREAS the Agency was created to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce the ADMC Program;

WHEREAS the Corporation is a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky vested with jurisdiction to regulate the conduct of horse racing and pari-mutuel wagering on horse racing and related activities within the state of Kentucky (the “State”);

WHEREAS 15 USC § 3054(e)(2)(A)(i) of the Act permits the Authority to enter into agreements with State racing commissions (as defined in 15 U.S.C. § 3051(18)) for services consistent with the enforcement of the racetrack safety program (the “Racetrack Safety Program”);

WHEREAS 15 USC § 3054(e)(2)(A)(ii) of the Act permits the Agency to enter into agreements with State racing commissions (as defined in 15 U.S.C. § 3051(18)) for services consistent with the enforcement of the ADMC Program, and 15 USC § 3060 permits the Authority to enter into agreements with State racing commissions (as defined in 15 U.S.C. § 3051(18)) for services consistent with the enforcement of the ADMC Program;

WHEREAS the Authority has determined that the Corporation has the ability to implement certain areas of the Racetrack Safety Program in accordance with the rules, standards, and requirements established by the Act and the Authority; and

WHEREAS the Authority and the Agency have determined that the Corporation has the ability to implement certain areas of the ADMC Program in accordance with the rules, standards, and requirements established by the Act, the Authority, and the Agency.

WHEREAS, the Parties agree that they are required to comply with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act, as applicable;

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

I. Racetrack Safety Program

A. Safety Director. The President/Chief Executive Officer (“CEO”) of the Corporation names and appoints Safety Steward Beth Bungert, Chief Veterinarian Dr. Nick Smith, and Equine Medical Director Dr. George Mundy as Safety Directors of the State (the “Safety Director”). The Corporation shall provide written notice of the individuals appointed as Safety Directors to a management official for each racetrack under the Corporation’s jurisdiction. The Authority and the Corporation agree that the Safety Directors shall carry out the duties and responsibilities of the Safety Director set forth in the Racetrack Safety Program, as directed in training provided by the Authority. These duties include, but are not limited to, the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program, which includes reporting “of all equine injuries that required equine ambulance assistance and fatalities to the Racetrack’s Risk Management Committee and the Authority within 72 hours of an injury, and within 24 hours of a fatality.” Any person named by the Corporation’s President/CEO to replace the individuals named as Safety Directors herein shall possess the necessary qualifications to perform the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program. In the event of a replacement, the Corporation shall provide written notice to the Authority and a management official for each racetrack under the Corporation’s jurisdiction.

B. Stewards. The President/CEO of the Corporation agrees that the Corporation’s stewards shall enforce the safety regulations set forth in the Rule 2200 Series of the Racetrack Safety Program, as directed in training provided by the Authority. The Corporation further agrees that the Corporation’s stewards for Covered Races shall also serve in the adjudicatory capacities

directed in training provided by the Authority regarding the Rule Series 8000, “Enforcement Rules.”

C. Regulatory Veterinarian. The President/CEO of the Corporation names and appoints Chief Veterinarian Dr. Nick Smith and Equine Medical Director Dr. George Mundy as the Regulatory Veterinarians of the State (the “Regulatory Veterinarians”). The Authority and the Corporation agree that the Regulatory Veterinarians shall carry out the duties and responsibilities of the Regulatory Veterinarians set forth in the Racetrack Safety Program, as directed in training provided by the Authority. These duties include, but are not limited to, the duties and responsibilities set forth in Rule 2135 of the Racetrack Safety Program. Any person named by the Corporation’s President/CEO to replace any of the individuals named as Regulatory Veterinarians herein shall possess the qualifications set forth in Rule 2134(a) Racetrack Safety Program. In the event of a replacement, the Corporation shall provide written notice to the Authority and a management official for each racetrack under the Corporation’s jurisdiction. The Regulatory Veterinarians also agree to chair the Racetrack Risk Management Committee at the Racetracks in the Commonwealth of Kentucky in accordance with HISA Rule 2121. The duties of the chair of the Racetrack Risk Management Committee include, but are not limited to, conducting reviews of all findings relative to Catastrophic Injuries and Equine Mortalities as set out in Rule 2121(c).

D. Emergency Warning Systems. The Corporation agrees to inspect and approve the racetrack emergency warning systems in use on all racing and training tracks at each racetrack under the jurisdiction of the Corporation, as directed in training provided by the Authority regarding Rule 2153 of the Racetrack Safety Program. The Corporation further agrees to provide the Authority with periodic reports concerning the racetrack emergency warning systems on forms that shall be prescribed by the Authority.

E. Trainers Test. The Corporation agrees to continue to require the use of its Kentucky state trainers test, which meets or exceeds the requirements set forth in Rule 2181 of the Racetrack Safety Program. Upon request by the Authority, the Corporation shall provide documentation of satisfactory completion of the test for individual licensees. Upon the Authority’s request, the Corporation shall make its Kentucky state trainers’ test available for review by the Authority.

F. Training Opportunities. At least once per year, the Corporation agrees to identify existing local training opportunities, of which the Corporation is aware, for all Racetrack employees having roles in racetrack safety or direct contact with Covered Horses, as set forth in Rule 2182 of the Racetrack Safety Program. The Corporation further agrees that the Authority may request and review information pertaining to the training opportunities available to racetrack employees as specified in Rule 2182 of the Racetrack Safety Program.

G. Testing Program. The Corporation agrees to maintain a testing program for drugs and alcohol for Jockeys, as directed in training provided by the Authority regarding Rule 2191 of

the Racetrack Safety Program. The Corporation further agrees to submit the protocol for the testing program to the Authority upon request. Upon request by the Authority, the Corporation shall share with the Authority information pertaining to positive tests of individual Jockeys and shall make periodic reports concerning the testing program as directed by and on forms prescribed by the Authority.

H. Concussion Management. The Corporation agrees to implement the Authority's Concussion management protocol containing the elements identified in Rule 2192 as directed in training provided by the Authority.

I. Paddock Safety. In accordance with Rule 2169, the Corporation agrees to implement protocols to manage the safety of the saddling paddocks and walking rings at all racetracks conducting Covered Horseraces in the state as directed in training provided by the Authority.

J. Racetrack Safety Program Scope of Work. The scope of work and reporting obligations for the Racetrack Safety Program under this Agreement are those set forth in training provided by the Authority regarding the Rule 2000 Series, "Racetrack Safety and Accreditation," and any additional policies and procedures implemented by the Authority which are consistent with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act ("HISA Policies"). Copies of HISA Policies shall be communicated to the Corporation in a manner that allows for timely implementation by the Corporation, which may involve regulatory changes that are subject to review by appropriate administrative or legislative bodies. The Corporation and the Authority shall work together to achieve an agreement on the Corporation's role in implementing and administering any and all Authority policies that are not promulgated as regulations approved by the Federal Trade Commission. The Corporation agrees to provide performance metrics in reasonable detail, upon request by the Authority, and on forms prescribed by the Authority. The Parties agree to meet and confer on a regular basis, and at least quarterly, to discuss and collaborate on the effective and efficient implementation and administration of the Racetrack Safety Program and the duties and responsibilities set forth in this Section.

K. Diagnostic Laboratory. The Corporation agrees to coordinate with a diagnostic laboratory equipped with the facilities and trained personnel necessary to perform equine necropsies as contemplated in Rule 2170. If requested by the Corporation, the Authority agrees to utilize best efforts to assist the Corporation in coordinating with a diagnostic laboratory. Additionally, to ensure prompt reporting and facilitate racetrack compliance with HISA Rule 2170, the Corporation agrees to designate the Authority as a co-client with the laboratory performing necropsies of Covered Horses for the Corporation. If requested by the Corporation, the Authority agrees to utilize best efforts to assist the Corporation in designating the Authority as a co-client.

L. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Corporation and its agents or employees from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys' fees and court costs,

resulting from, arising out of, or in any way connected with the Racetrack Safety Program Scope of Work as defined in this Agreement, except to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by, or result from, the willful misconduct of the Corporation or its employees or agents. Any enforcement actions related to the Racetrack Safety Program Scope of Work shall be the responsibility of and shall be defended by the Authority. Any appeals or challenges to actions taken by Corporation agents or employees when enforcing the Act or federal rules or regulations promulgated pursuant to the Act shall proceed pursuant to the enforcement rules of the Act and shall be defended by the Authority. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including, but not limited to, sovereign or qualified immunity, possessed by the Corporation and its agents or employees.

M. Authority Protocols Policies, Procedures, and Forms. The Authority shall provide the Corporation with a copy of all existing amended and new training materials, regulations, policies, procedures, and forms. This notification shall be provided to the Corporation's President/CEO, or his/her successor, within seventy-two (72) hours of implementation. The Corporation shall be afforded a reasonable time to implement any such changes once notice of a new regulation, protocol, or procedure is provided to the Corporation by the Authority. Corporation President/CEO Jamie Eads and Chief Operating Officer Susan Speckert shall be notified within 24 hours after a new training is scheduled for one or more Corporation employees.

N. Reimbursement for Investigations. The Authority agrees to reimburse the Corporation for any actual costs or expenses incurred in connection with any Authority investigation conducted in the State pursuant to the Racetrack Safety portion of this Agreement, which were incurred over and above typical duties that would have been performed in the course of their Corporation employment. This reimbursement is contemplated for at least the following potential costs: the cost of using Corporation employees as investigators or as witnesses at a hearing or trial (including witness preparation and testimony), as well as the travel, copying, and other resources utilized or expensed in performing these tasks. The Corporation agrees to invoice the Authority quarterly for such costs and expenses.

O. Non-Compliant Conduct. If at any time during the term of this Agreement, the Authority, with good cause, believes that the Corporation or any individual State Personnel is not satisfying the requirements set forth in this Agreement, it shall notify the Corporation's President/CEO with specificity and particularity of the reasons for its good faith basis in writing. The Corporation agrees to take any necessary action to promptly correct the non-compliant conduct or prevent any future non-compliance to the satisfaction of the Authority. Any action by the Authority under this subsection shall in no way affect the employment status of any individual and shall in no way impair the Corporation's right to continue to employ such individual.

P. Confidentiality. (1) The Corporation agrees that the content of any notices or communications with the Authority pursuant to the Rule Series 2000 (Racetrack Safety Program) or Rule Series 8000 (Enforcement Rules) (the “Confidential Information”) shall not be publicly disclosed by the Corporation or its officers, directors, employees, or agents unless and until (a) that information has been publicly disclosed by the Authority pursuant to the requirements of the Act, or (b) the Authority has given written consent for the information to be disclosed. In addition, the Corporation agrees not to disclose the Confidential Information to any person other than to such of its officers, directors, employees, or agents who have a need to know and who agree to be bound by the confidentiality provisions hereof. The Corporation agrees that it shall be responsible for any breach of this Agreement by its officers, directors, employees, or agents, in that the Corporation shall take prompt action to correct the non-compliant conduct or prevent any future non-compliance.

(2) The Parties agree that the Corporation is required to comply with the requirements of the Kentucky Open Records Act, as set forth in KRS 61.870, *et seq.* The Open Records Act’s requirements supersede any contractual requirements set forth in this Agreement. Notwithstanding the foregoing, the Parties acknowledge that KRS 61.878(1)(k) permits withholding of certain information deemed confidential pursuant to the regulations promulgated under the Horseracing Integrity and Safety Act of 2020 (the “Act”), including Rule 3610 (Confidentiality and Reporting), Rule 8380, and Section 3054(b) of the Act, which states that the Act preempts any provision of state law with respect to matters within the jurisdiction of the Authority. Upon receipt of an Open Records Request seeking the disclosure of documents relating to Rule 3610, Rule 8380, and Section 3054(b) of the Act, the Corporation agrees to provide the Authority and/or the Agency with appropriate notification and opportunity to challenge the disclosure of such records. The Corporation shall only disclose records that are confidential under Section 3054(b) of the Horseracing Integrity and Safety Act of 2020 and/or Authority Rule 3610 or 8380, in the event of (a) a Court Order requiring same, following the exhaustion of all appeals; or (b) permission from the Agency or Authority after notification.

II. ADMC Program

A. ADMC Program Testing.

(1) The Corporation agrees that only Agency-Authorized Collection Personnel shall conduct sample collections in the State for, and under the authority of, the Agency. All sample collection shall comply with training as directed and provided by the Agency regarding the Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” including, but not limited to, the regulations under Rule 3130 (Testing & Investigations), and Rule Series 5000, “Equine Testing and Investigation Standards,” of the ADMC Program. Compliant sample collection shall include, but shall not be limited to, Post-Race Samples, Post-Work Samples, TCO2 testing, testing of Claimed Horses, and Out-of-Competition Samples (the “Agency Samples”). Pursuant to Rule 5450, the Agency shall authorize these personnel (the “Agency-Authorized Collection Personnel”) to conduct sample collections for the ADMC Program.

(2) Testing Liaison.

(a) The President/CEO of the Corporation names and appoints Chief Veterinarian Dr. Nick Smith and Equine Medical Director Dr. George Mundy as the HIWU Testing Liaisons of the State (the “Testing Liaisons”). The Agency and the Corporation agree that the HIWU Testing Liaisons shall be the point-of-contact with the Agency for (a) the scheduling of the collections of Agency Samples by Agency-Authorized Collection Personnel, (b) any problems or issues that arise during collections of Agency Samples by Agency-Authorized Collection Personnel, and (c) the delivery of any notice required under Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” to individuals present at racetracks or training facilities in the State and under the jurisdiction of the Corporation, as directed in training provided by the Agency. Additionally, the Testing Liaison (and/or their designated representative, i.e. Test Barn Supervisor) is responsible for the use and input of information into the HIWU Learning Management System for purposes of accurate record keeping of active/certified Agency-Authorized Collection Personnel, initiating the certification process for potential Agency-Authorized Collection Personnel, and distributing to and ensuring Agency-Authorized Collection Personnel have received and completed all required training content and/or assessments. Any person named to replace one of the individuals named as the HIWU Testing Liaisons shall be confirmed in written notice to the Agency.

(b) The Testing Liaison (or their designated representative) shall (i) manage supply and equipment inventory by conducting periodic inventory counts of specified Sample Collection Equipment to ensure accurate tracking and management of inventory levels; (ii) accurately input the results of inventory counts into a designated online inventory management system in a timely manner; and (iii) monitor inventory levels and, in the event that inventory of Sample Collection Equipment levels fall below the established minimum threshold, initiate an online order to replenish such supplies. The Testing Liaison (or their designated representative) will adhere to the inventory thresholds and protocols for re-ordering, as defined by the Agency and as directed in training provided by the Agency. The Testing Liaison shall be responsible for maintaining the inventory within these guidelines and ensuring that orders are placed promptly to prevent shortages.

(3) The Corporation agrees that Agency-Authorized Collection Personnel (including track association veterinarians, as applicable) shall comply with the policies, procedures and instructions of the Agency while collecting Agency Samples in the State. The Corporation shall not be involved in the physical collection of Agency Samples. This prohibition on Corporation involvement includes instructing or directing Agency-Authorized Sample Collection Personnel on how to conduct any portion of a sample collection. However, the Corporation may schedule Agency-Authorized Collection Personnel’s time and work assignments, monitor State Sample Collection Personnel, and address employee hiring, corrective actions or discipline. The Corporation agrees that only Agency-Authorized Collection Personnel, Equine Medical Director Dr. George Mundy, and Chief Veterinarian Dr. Nick Smith (as HIWU Testing Liaison) shall be

involved in the physical collection of Agency Samples, including giving directions and instructions to other Agency-Authorized Collection Personnel with respect to how to conduct any portion of a Sample collection.

(4) The Corporation understands that, under the Act, its employees and contractors shall not test Covered Horses in the State, unless it is at the direction of the Agency or has been authorized in advance and in writing by the Agency.

B. ADMC Program Investigations.

(1) The Corporation agrees that personnel used to conduct investigations in the State, including, but not limited to, its employees and/or contractors, (the “State Investigative Personnel”) shall conduct investigations in the State for, and at the direction of, the Agency. All investigations pursuant to this Agreement (the “Agency Investigations”) shall comply with training as directed by the Agency, regarding the Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” including, but not limited to, the regulations under Rule 3130 (Testing & Investigations). All investigations pursuant to this Agreement shall also comply with training provided by the Authority regarding the Rule Series 5000, “Equine Testing and Investigation Standards,” including the regulations under Rule 5700 (Standards for Investigations).

(2) Investigations Liaison. The President/CEO of the Corporation names and appoints Paul Brooker, Shannon Garner, and Barbara Borden as the Investigations Liaisons of the State (the “Investigations Liaisons”). The Agency and the Corporation agree that the Investigations Liaisons shall be the points-of-contact with the Agency for the scheduling of any investigatory work requested by the Agency pursuant to subsection (1) above. Any person named to replace the individuals named as Investigations Liaisons shall be confirmed by written notice to the Agency. In connection with Agency Investigations, the Investigations Liaisons and State Investigative Personnel shall be deemed designees of the Authority pursuant to Rule 8400 (Investigatory Powers).

(3) The Corporation agrees that State Investigative Personnel shall comply with the Agency’s policies, procedures, deadlines, and instructions while conducting Agency Investigations, as directed in training provided by the Authority. The Corporation further agrees that the Corporation shall not, in any way, be involved in decision-making in connection with these Agency Investigations, including, but not limited to, instructing or directing such State Investigative Personnel on which individuals or horses should be investigated, or when or where to conduct any portion of an Agency Investigation. However, the Corporation reserves the right to address personnel issues, including, but not limited to, scheduling State Investigative Personnel’s time and work assignments, as well as employee hiring, corrective actions, or discipline.

(4) The Corporation understands that, under the Act, the Corporation shall not conduct any investigation in the State covered by the ADMC Program, including, but not limited to, any interviews or searches of any kind, relating to any Covered Horse unless it is at the direction of

the Agency. However, State Investigative Personnel may initiate investigations/searches under the ADMC Program and in accordance with this Agreement and the Agency's policies and procedures when the subject matter of the potential investigation/search (i) clearly falls under the ADMC program and (ii) requires urgent or immediate action. If State Investigative Personnel initiate such an investigation, the Corporation or the State Investigative Personnel must notify the Agency of any investigative action taken as soon as practicable, and no later than the end of the same business day.

C. Access to Racetracks.

The Corporation agrees that any individual who presents a credential or letter of authorization issued by the Agency shall be permitted access to any state licensed training facility subject to the jurisdiction of the Corporation, and any participating racetrack in the State at which Covered Horses compete, and such access shall include all areas of the racetracks, including, but not limited to, the backside. Upon request by the Corporation, the Agency agrees to provide to the Corporation or the Authority an example credential or letter of authorization to facilitate enforcement of this Section. Any changes to such credential or letter of authorization shall be communicated by the Agency to the other Parties.

D. Regulatory Veterinarian.

As set forth in Section I.D supra, the President/CEO of the Corporation names and appoints Chief Veterinarian Dr. Nick Smith and Equine Medical Director Dr. George Mundy as the Regulatory Veterinarians of the State ("Regulatory Veterinarians"). The Parties agree that the Regulatory Veterinarians shall carry out the duties and responsibilities of the Regulatory Veterinarians set forth in the ADMC Program as directed in training provided by the Agency, including, but not limited to, the duties and responsibilities set forth in Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," and Rule Series 5000, "Equine Testing and Investigation Standards." Any person named by the President/CEO of the Corporation to replace any of the individuals named as Regulatory Veterinarians herein shall possess the qualifications set forth in Rule 2134(a) of the Racetrack Safety Program under the Act, and such replacement requires the prior written approval of the Agency.

E. Additional Testing.

(1) In addition to any Agency Samples collected at the direction of the Agency, the Corporation may, under Rule 3132 (Authority to Test), request additional samples be collected from Covered Horses present in the State. Any such request must be made in writing to the Agency (attention: Kate Mittelstadt, Chief of Operations at kmittelstadt@hiwu.org) and must include specific details of the requested testing (e.g., sample types, dates, location, rationale).

(2) Under Rule 3132 (Authority to Test), the Agency may, in its absolute discretion, approve or reject the request to collect and test additional samples. If the request is rejected, the

Corporation agrees that the requested testing shall not be conducted by any person, organization, or entity within its authority or control. If the request is granted, (i) the Agency shall determine which sample collection personnel shall conduct the testing (i.e., Agency-Authorized Collection Personnel or personnel retained by the Agency); (ii) the collections shall comply with Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” and Rule Series 5000, “Equine Testing and Investigation Standards”; and (iii) all of the results of such testing shall be sent to, and processed by, the Agency pursuant to Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” including all of the regulations in Rules 3240 and 3340 (Results Management).

(3) For each calendar year in which additional testing in the State is approved and conducted pursuant to this Section II.E, the Corporation shall either cover expenses or transmit expenses as needed for such additional testing; the actual cost for collection personnel, equipment, shipping, and laboratory expenses.

F. Testing Laboratories.

(1) For the 2026 calendar year, the Corporation agrees that all Agency Samples which are “A” samples shall be analyzed by EQIAS Laboratory, located at 824 Bull Lea Run, Suite 105, Lexington, KY 40511 (the “State-Appointed Testing Laboratory”). Upon written mutual agreement of the Parties, the Corporation may change State-Appointed Testing Laboratory. For each subsequent year of this Agreement, the Corporation shall appoint the State-Appointed Testing Laboratory by September 30 of the prior year by providing written notice of the appointment to the Agency. (For example, the Corporation shall appoint the State-Appointed Testing Laboratory by September 30, 2026 for use in 2027.) If the Corporation does not appoint a State-Appointed Testing Laboratory by the September 30 deadline, then the Corporation’s State-Appointed Testing Laboratory shall remain unchanged from the prior year absent a written mutual agreement of the Parties. If the State-Appointed Testing Laboratory loses accreditation during a year, then the Corporation or its designee shall appoint a new accredited State-Appointed Testing Laboratory within ten (10) business days. The State-Appointed Testing Laboratory shall be a laboratory accredited by the Agency and appointed by the Corporation or its designee.

(2) The Corporation understands that, under the Act, any analysis performed on Agency Samples that are “B” Samples shall be sent to, and analyzed by, a laboratory selected by the Agency that is different from the State-Appointed Testing Laboratory.

(3) Notwithstanding any laboratory selection made by the Corporation pursuant to subsection (1) above, if the laboratory selected by the Corporation cannot adequately analyze any Agency Sample for any specific substance or method requested by the Agency, the Corporation understands that, under the Act, the Agency shall have the Samples (both “A” and “B”) sent to a different laboratory of the Agency’s choosing. The Corporation also understands that the Agency has the authority to direct further analysis on all Agency Samples at its discretion.

G. Reimbursement for Investigations. The Agency agrees to reimburse the Corporation for any actual costs or expenses incurred in connection with any Agency Investigation in the State conducted pursuant to Section II.B above. This reimbursement is contemplated for at least the following potential costs: the cost of using Corporation employees as investigators or as witnesses at a hearing or trial (including witness preparation and testimony), meetings, as well as the travel and other expenses necessarily incurred in service of this Agreement. The Corporation agrees to provide documentation relating to its resources utilized and costs expended in performing investigative tasks for the Agency and will invoice the Agency quarterly for such costs and expenses.

H. Training Opportunities. At least once per year, the Corporation agrees to work in conjunction with the Agency to ensure that training opportunities are available for all Agency-Authorized Collection Personnel and State Investigations Personnel to be organized in conjunction with the Agency, as required under Rule 5450. The Corporation shall provide a suitable location or locations for all necessary trainings. The Agency shall facilitate and deliver all necessary trainings. If one or more Corporation employees are unable to attend a scheduled training, the Agency shall use its best efforts to facilitate and deliver at least one (1) additional annual training to accommodate said employees. The Corporation further agrees that the Agency may review information pertaining to the training opportunities available to Agency-Authorized Collection Personnel and State Investigations Personnel.

I. Arbitration Procedures. The Corporation understands that, under the Act, any anti-doping rule or controlled medication rule violations alleged to have occurred in the State shall be processed pursuant to Rule Series 7000, “Arbitration Procedures.” Under these regulations, alleged anti-doping rule violations shall be heard by the Arbitral Body and alleged controlled medication rule violations shall be heard by the Internal Adjudication Panel. The Corporation agrees that its employees, consultants, and other agents (including, but not limited to, Agency-Authorized Collection Personnel and State Investigative Personnel) shall cooperate with any process or proceeding conducted pursuant to the Arbitration Procedures, including, but not limited to, providing documents and testimony in connection with the case or matter.

J. ADMC Program Scope of Work.

(1) The scope of work and reporting obligations for the ADMC Program (“State Requirements”) under this Agreement are those set forth in the training provided by the Agency regarding Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol”; Rule Series 5000, “Equine Testing and Investigation Standards”; any additional policies and procedures implemented by the Agency that are consistent with the Act; and any regulations approved by the Federal Trade Commission pursuant to the Act (“HIWU Policies”). Copies of HIWU Policies shall be communicated to the Corporation in a manner to allow for timely implementation by the Corporation, which may involve regulatory changes that are subject to review by appropriate administrative or legislative bodies. The Corporation and the Agency shall work together to

achieve an agreement on the Corporation's role in implementing and administering any and all Agency policies that are not promulgated as regulations approved by the Federal Trade Commission. The HIWU Policies shall include a process that is part of the Test Distribution Plan that shall permit Corporation Stewards to select Covered Horses for Post-Race testing, with or without input from the Regulatory Veterinarians. General State Requirements are set forth on Exhibit A to this Agreement. The Parties agree to meet and confer on a regular basis, and at least quarterly, to discuss and collaborate on the effective and efficient implementation and administration of the ADMC Program and the duties and responsibilities set forth in this Section.

(2) The Corporation understands that Agency-Authorized Collection Personnel shall acquire and maintain professional certification from the Agency in order to be permitted to conduct collections of Agency Samples. As directed in training provided by the Agency, the Corporation agrees to provide information relating to the compliance of its Agency-Authorized Collection Personnel with the Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," and HIWU Policies upon request by the Agency and on forms to be specified by the Agency.

(3) The Corporation agrees to provide the Agency with (a) a certification or affidavit confirming that all Agency-Authorized Collection Personnel (i) have satisfactorily completed a criminal background check within a completion date no earlier than one (1) year prior to the individual's initial certification date, and (ii) are in good standing with the relevant racetrack(s) at which they will collect samples; and (b) completed conflict of interest statements (in a form specified by the Agency) from all Agency-Authorized Collection Personnel. The Corporation understands that the requirements of subsections (a) and (b) are a condition of certification and recertification of Agency-Authorized Collection Personnel by the Agency. Agency certification of Collection Personnel is valid for two (2) years from their certification or recertification date. After two (2) years, recertification must occur prior to the next race meet at which the individual will collect Samples on behalf of the Agency.

(a) The Corporation agrees to notify the Agency immediately upon the addition of any new employee or contractor that will require authorization and certification from HIWU to serve as Agency-Authorized Collection Personnel, or if any individual's employment or contract with the Corporation is terminated or not renewed such that their certification and authorization should be revoked by HIWU. Notifications regarding Corporation employees/contractors under this Section II.J(3)(a) must be made to HIWU through HIWU's Learning Management System and Sample Collection Personnel Management System as soon as reasonably practicable.

(4) If at any time during the term of this Agreement, the Agency, with good cause, believes that the Corporation or any individual Agency-Authorized Collection Personnel or State Investigative Personnel is not satisfying the requirements set forth in this Agreement, it shall notify the Corporation's President/CEO of the reasons for its good faith basis in writing, with specificity and particularity. The Corporation agrees to take any necessary action to promptly correct the

non-compliant conduct or prevent any future non-compliance to the satisfaction of the Agency. If the individual at issue continues to be non-compliant, or if the initial conduct was so egregious as to warrant removal from the individual's position as Agency-Authorized Collection Personnel or State Investigative Personnel (as determined by the Agency in its sole discretion), then the Agency may revoke the individual's certification and require the Corporation to cease assigning said individual to perform further services under this Agreement. The Corporation shall promptly comply with such request. Any action by the Agency under this subsection shall in no way affect the employment status of any individual and shall in no way impair the Corporation's right to continue to employ such individual. The Agency acknowledges that Agency-Authorized Collection Personnel and State Investigative Personnel are not employees of the Agency.

K. Information Sharing.

(1) The Corporation agrees that Chief Veterinarian Dr. Nick Smith, Chief Steward Barbara Borden, Equine Medical Director Dr. George Mundy, and/or Chief Legal Officer Ashleigh Bailey shall provide the Agency, on a timely basis, with any information, documentation, or evidence that these individuals receive or discover relating to known or probable violations of the ADMC Program. The Corporation further agrees that it will advise its Board Members to inform the Agency of known or probable violations of the ADMC Program.

(2) The Agency agrees that it shall provide the Corporation, on a timely basis, with any information, documentation, or evidence that it receives or discovers relating to known or probable violations of the State's laws, regulations, or rules, which are not preempted by the Act.

(3) In addition to any notifications required by the Act to be made by the Agency to the Corporation, the Agency shall notify the Corporation of negative tests from the Agency Samples that are "A" Samples for a specific Race Day within three (3) business days of the Agency's receipt of those results from the State-Appointed Testing Laboratory. This notification shall be made by email to the individual(s) named in Exhibit B, or their respective successors. This notification shall not be made for a specific Race Day until all of the results for that day have been received by the Agency.

(4) The Agency shall provide a copy of all ADMC Program notice letters, charge letters, and atypical findings for matters originating in Kentucky to the individuals listed in Exhibit B.

(5) Exhibit B sets out the contact information and names of Corporation staff that shall receive the specific notices/notifications contemplated under Section II of this Agreement. Exhibit B may be amended by the Parties at any time upon written mutual agreement (e-mail acceptable). All individuals named within Exhibit B are subject to the confidentiality provisions set forth in this Agreement.

L. Confidentiality.

(1) The Corporation agrees that the content of any notices, including Equine Anti-Doping (“EAD”) Notices under Rule 3245 and Equine Controlled Medication (“ECM”) Notices under Rule 3345, received by it from the Agency pursuant to the Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” (the “Confidential Information”) shall not be publicly disclosed by the Corporation or its officers, directors, employees, or agents unless and until (a) that information has been publicly disclosed by the Agency pursuant to the requirements of the Act, or (b) the Agency has given written consent for the information to be disclosed. In addition, the Corporation agrees not to disclose the Confidential Information to any person other than to such of its officers, directors, employees, or agents who have a need to know and who agree to be bound by the confidentiality provisions hereof. The Corporation agrees that it shall be responsible for any breach of this Agreement by its officers, directors, employees, or agents, in that the Corporation shall take prompt action to correct the non-compliant conduct or prevent any future non-compliance, as set forth in Section J.(4). Likewise, the Agency agrees that any such notices shall bear a watermark or other marking agreed upon by the Parties denoting the confidential and proprietary nature of the document.

(2) The Parties agree that the Corporation is required to comply with the requirements of the Kentucky Open Records Act, as set forth in KRS 61.870, *et seq.* The Open Records Act’s requirements supersede any contractual requirements set forth in this Agreement. Notwithstanding the foregoing, the Parties acknowledge that KRS 61.878(1)(k) permits withholding of certain information deemed confidential pursuant to the regulations promulgated under the Horseracing Integrity and Safety Act of 2020 (the “Act”), including Rule 3610 (Confidentiality and Reporting), and Section 3054(b) of the Act, which states that the Act preempts any provision of state law with respect to matters within the jurisdiction of the Authority. Upon receipt of an Open Records Request seeking the disclosure of documents relating to Rule 3610 and Section 3054(b) of the ADMC Program, the Corporation agrees to provide the Authority and/or the Agency with appropriate notification and opportunity to challenge the disclosure of such records. The Corporation shall only disclose records that are confidential under Section 3054(b) of the Horseracing Integrity and Safety Act of 2020 and/or Authority Rule 3610, in the event of (a) a Court Order requiring same, following the exhaustion of all appeals; or (b) permission from the Agency or Authority after notification.

M. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Corporation and its employees or agents from and against any and all claims, losses, damages, injury, liability and costs, including, but not limited to, reasonable attorneys’ fees and court costs, resulting from, or arising out of, or in any way connected with, the ADMC Program Scope of Work as defined in Section II.J above, except to the extent that such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by, or result from, the willful misconduct of the Corporation or its employees or agents. Any enforcement actions related to the ADMC Program Scope of Work shall be the responsibility of, and shall be defended by, the Authority and the Agency. Any appeals or challenges to actions taken by Corporation employees or agents when enforcing the Act or federal rules or regulations promulgated pursuant to the Act shall proceed pursuant to the enforcement rules of the Act and shall be defended by the Authority

and the Agency. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including, but not limited to, sovereign or qualified immunity, possessed by the Corporation and its employees or agents.

N. HIWU Regulations, Policies, Procedures, and Forms. The Agency shall provide the Corporation with a copy of all existing, amended, and new training materials, regulations, policies, procedures, and forms. This notification shall be provided to Corporation President/CEO Jamie Eads or her successor within twenty-four (24) hours of implementation. The Corporation shall be afforded a reasonable time to implement any such changes once notice of a new regulation, protocol, or procedure is provided to the Corporation by the Agency.

III. General Provisions

A. Term and Termination

(1) This Agreement shall be effective on the Effective Date. If the Agreement requires further approvals of any other agency, corporation, board or authority under applicable state law, and such approval does not occur on or before the Effective Date, this Agreement shall terminate and be of no force or effect. This Agreement shall terminate on December 31, 2026, unless the Parties agree in writing, on or before December 13, 2026, to extend the term of the Agreement beyond that date.

(2) This Agreement may be terminated by any Party upon one hundred twenty (120) days written notice to each Party or its successor. This Agreement may be terminated immediately by the Corporation if either (a) the Horseracing Integrity and Safety Act of 2020 (as amended) is found unconstitutional by a court of competent jurisdiction, with all appeals being exhausted; or (b) the Horseracing Integrity and Safety Authority or the Horseracing Integrity & Welfare Unit is enjoined or restrained from operation by a court of competent jurisdiction.

(3) This Agreement may be terminated by the Agency upon sixty (60) days written notice if the Agency has determined, in good faith, that the Corporation, Agency-Authorized Collection Personnel, or State Investigative Personnel have (a) failed to substantially comply with the requirements of Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," or any HIWU Policy; and (b) failed to achieve compliance within thirty (30) days after written notice of this breach was provided to the Corporation pursuant to Section III.B. of this Agreement. Any written notice provided pursuant to this subsection shall include the basis for the Agency's determination.

(4) If any Party defaults in a material obligation under this Agreement and continues in default for a period of thirty (30) days after written notice of default is given to it by another Party, the other Party may terminate and cancel this Agreement, immediately upon written notice

of termination given to the defaulting Party. The written notice of default shall include specific citations to events related to the defaulting Party's obligations in service of this Agreement.

(5) If this Agreement is terminated pursuant to this Section III.A, (a) the certification of all Agency-Authorized Collection Personnel shall be revoked by the Agency, and (b) the Agency shall, pursuant to the Act, take direct control of all anti-doping and controlled medication testing and investigative operations in the State with respect to Covered Horses.

B. Notices. All notices required to be provided hereunder shall be in writing and shall be deemed delivered if (1) if sent by overnight courier with signature confirmation of the receiving party's authorized personnel as set forth below, by the date after mailing to the addressees set forth below or their successors (with a copy emailed to the email addresses set forth below or their successors), (2) if provided by hand delivery, upon actual receipt or (3) if sent by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mail, to the addressees set forth below or their successors (with a copy emailed to the email addresses set forth below or their successors) or at such other location as such Party notifies the other pursuant to this provision.

If to the Authority:

201 East Main Street, Suite 340
Lexington, Kentucky 40507
Attention: Lisa Lazarus
Attention : Sam Reinhardt
lisa.lazarus@hisaus.org
Samuel.Reinhardt@hisaus.org
g

If to the Agency:
4801 Main Street, Suite 350
Kansas City, MO 64112
Attention: Ben Mosier,
Executive Director
bmosier@hiwu.org

with a copy to:
Michelle Pujals,
HIWU General Counsel
mpujals@hiwu.org

If to the Corporation:
Kentucky Horse Racing and Gaming Corporation
4047 Iron Works Pkwy.

Lexington, KY 40511
Attention: President/CEO Jamie Eads
jamie.eads@ky.gov

with a copies to:

Kentucky Horse Racing and Gaming Corporation
4047 Iron Works Pkwy.
Lexington, KY 40511
Attention: COO Susan Speckert
Attention: CLO Ashleigh Bailey
susan.speckert@ky.gov
ashleigh.bailey@ky.gov

C. Severability. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect. If such an event occurs and the Parties are unable to make the provision or the Agreement valid or legal, then any unused funds paid to the Authority shall be returned to the racetracks.

D. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the Parties with respect to the subject matter hereof.

E. Amendment and Waiver. This Agreement may be modified or amended only in a writing signed by all Parties. A Party's failure to act hereunder shall not indicate a waiver of its rights hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

F. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Kentucky, without regard to its conflicts of laws principles. Any dispute concerning this Agreement will be heard in the U.S. District Court for the Eastern District of Kentucky.

G. Assignability. The Agency may assign this Agreement to an affiliate, a successor in connection with a merger, acquisition, or consolidation, or to the purchaser in connection with the sale of all or substantially all of Agency's assets without consent of the Corporation but with appropriate notice to the Corporation of no less than ten (10) business days. This Agreement and

all of the terms and provisions hereof shall be binding upon, enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original.

I. Headings; Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, feminine, neuter, or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate.

J. Reimbursement. The Authority and Agency expressly agree the Corporation may seek reimbursement for any costs and/or expenses incurred as part of its administration and enforcement of the ADMC Program and Racetrack Safety Program directly from the racetracks licensed by the Corporation. The Authority and Agency expressly agree they will not argue or allege such reimbursement is prohibited by 15 U.S.C. 3052. Additionally, the parties expressly agree that the Corporation shall not collect, remit, or pay any fees to the Authority or the Agency from the Thoroughbred tracks under the Corporation's jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Voluntary Implementation Agreement as of date first written above.

HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.

By:  _____

Name: Lisa Lazarus
Title: Chief Executive Officer

HORSERACING INTEGRITY & WELFARE UNIT,
A DIVISION OF DRUG FREE SPORT, LLC

By:  _____

Name: Ben Mosier
Title: Executive Director

KENTUCKY HORSE RACING AND GAMING CORPORATION

By: _____

Name: Jamie Eads

Title: President and Chief Executive Officer, Kentucky Horse Racing and Gaming Corporation

EXHIBIT A

STATE REQUIREMENTS

The State Requirements set forth below are requirements for testing, personnel, and investigations, if applicable.

Post-Race Testing

- Post-Race testing is planned by the Agency for all Covered Horseraces.
- A sufficient number of Agency-Authorized Collection Personnel must be provided by the Corporation to complete all Agency issued Post-Race testing missions.
- Post-Race testing missions include, but are not limited to, Post-Race collection of blood and urine Samples from each Covered Horse selected for testing, and the collection of hair Samples when necessary.
- The Agency's selection criteria for Post-Race testing will include: winners, specials, and/or claimed horses.
- Agency Authorized Collection Personnel are responsible for (1) tagging all Covered Horses selected for Post-Race testing, and (2) notifying the relevant Nominated or Responsible Person. Tagging and notification responsibilities may be completed by another individual at the track (i.e. a track or Corporation designated employee such as the clerk of scales, an outrider, or someone who already has responsibilities at the winner's circle or finish line) as long as such person has been approved and trained by the Agency.
- Post-Race testing shall be conducted in the designated Test Barn at the relevant Racetrack. The Racetrack, the Corporation, and Agency-Authorized Collection Personnel must jointly ensure that the Test Barn is maintained in accordance with the ADMC Rules and the Agency's Policies and Procedures.
- The Agency recommends that all Veterinarians working at the Racetrack become Agency-Authorized Collection Personnel in the event that Sample collection is required for a fatality or injury during racing or training, in compliance with the HISA Racetrack Safety Rules.
- Claimed Horse Sample collections may be required or requested by a claimant. Only an Agency-Authorized Blood Collection Officer may conduct Sample Collections involving claimed horses.

Personnel Requirements Specific To Post-Race Testing

- 1 designated Test Barn Veterinarian
 - Must be an Agency Authorized Blood Collection Officer (i.e. a Veterinarian or Vet Tech, if allowed by the state). The Test Barn Veterinarian is designated to the Test Barn for the entirety of Post-Race testing, and may serve as both the Test Barn Veterinarian and the Test Barn Supervisor.

- 1 designated Test Barn Supervisor
 - Must be an Agency-Authorized Test Barn Supervisor. The Test Barn Supervisor shall carry out the responsibilities of the Test Barn Supervisor as established in the Agency's Policies and Procedures.
- 4 (at a minimum) Agency-Authorized Collection Personnel or Collection Assistants (i.e. Test Barn Workers). Agency-Authorized Collection Personnel are responsible for urine collection and sample processing, monitoring of the Test Barn, stall cleaning, and any other duties set forth in the Agency's Policies and Procedures.
- 1 designated Test Barn Security Guard
 - The Test Barn Security Guard may be provided by the Corporation or the track

TCO2 Testing

- TCO2 testing is planned for the majority of Race Days, including all Race Days that have Stakes Races.
- A sufficient number of Agency-Authorized Collection Personnel must be provided by the Corporation to complete all Agency issued TCO2 testing missions.
- TCO2 testing missions include, but are not limited to, the collection of Blood samples.

Personnel Requirements Specific to TCO2 Testing

- 1 (at a minimum) Agency-Authorized Blood Collection Officer (i.e. a Veterinarian or Vet Tech, if allowed by the state) shall be available to conduct TCO2 testing on a majority of Race Days.
 - Track logistics, testing volume, and other factors may necessitate that additional Agency-Authorized Blood Collection Officers be available to complete the required Agency testing missions.
- 2 (at a minimum) Agency Authorized Blood Collection Officers may be required for Race days containing Graded Stakes Races and/or two or more Stakes Races.
 - The Agency will coordinate with the Corporation and/or the tracks when its Test Distribution Plan will require additional Agency Authorized Collection Personnel, and work in conjunction with such personnel to ensure testing objectives are met.
- The Agency recommends that 1 Agency-Authorized Collection Personnel or Collection Assistant be present for TCO2 testing to assist with notification, paperwork, and/or sample processing to ensure testing missions are completed.

Out-of-Competition (OOC) Testing

- OOC testing missions will be requested on at last 3 Race Days per month during race meets.
- OOC testing missions will be requested on at least 3 dark days (i.e. non-Race Days) per month during race meets.

- Vets' List testing may require at least 2 testing missions per week depending on demand and volume, the racing schedule, and the number of Covered Horses stalled at a track or in the relevant horse population.
- OOC testing missions may be requested at affiliated Training Centers and private farms or facilities.
- A sufficient number of Agency-Authorized Collection Personnel must be provided by the Corporation to complete all Agency issued OOC testing missions.
- OOC testing missions include, but are not limited to, the collection of blood Samples, and the collection of hair and/or urine Samples when necessary.
- OOC testing missions also include assignments for Vets' List testing, Post-Work, Clearance Testing, and when required, Sample collections following injuries or fatalities not associated with racing.
- OOC Testing may be requested at any time while Covered Horses are allowed to be stabled at the relevant tracks, regardless of the racing calendar.
- Vets' List scheduling requires a minimum of 48 hours notice and a request by a Regulatory Vet to the Agency.

Personnel Requirements Specific to OOC Testing

- 1 (at a minimum) Agency-Authorized Blood Collection Officer (i.e. Veterinarian or Vet Tech, if allowed by state) for each OOC testing mission
 - Track logistics, testing volume, and other factors may require more than 1 Agency-Authorized Blood Collection Officer to complete Agency issued testing missions.
- The Agency recommends that 1 Agency-Authorized Collection Personnel or Collection Assistant be present for OOC testing missions to assist with notification, paperwork, and/or sample processing to ensure testing missions are completed.

Transfer Testing¹

- Transfer testing will be conducted only when requested and in accordance with the ADMC Rules.
- Agency-Authorized Collection Personnel will be required to complete Agency issued Transfer testing missions.
- Transfer testing missions include, but are not limited to, the collection of blood Samples.

¹ If/when Transfer Testing rules are approved by the FTC and go into effect, the relevant requirements and policies set forth in this Exhibit may be modified to ensure the Parties' compliance.

General Requirements

- Coordination of shipping of Agency Samples to selected laboratories
- State Investigative Personnel for service of notices and accompanying searches
- State Investigative Personnel for other tasks as requested by the Agency and agreed upon by the Corporation
- Coordination of Stewards to assist with directing the selection of Covered Horses to the Test Barn on Race Days pursuant to HIWU Policies
- Minimum unemployment and workers' compensation insurance policies required by law
- Required work permits/authorizations for collection and investigations personnel for Agency-Authorized Collection Personnel and State Investigative Personnel

EXHIBIT B

Contacts

EAD/ECM Notices, Charges, Sanctions, Atypical Findings

Jamie Eads, President/CEO, jamie.eads@ky.gov
Susan Speckert, Chief Operating Officer, susan.speckert@ky.gov
Ashleigh Bailey, Chief Legal Officer, ashleigh.bailey@ky.gov
Dr. George Mundy, Interim Equine Medical Director, george.mundy@ky.gov
Dr. Nick Smith, Chief Racing Veterinarian, nick.smith@ky.gov
Dr. Sarah Padilla, Racing Veterinarian, sarah.padilla@ky.gov
Barbara Borden, Chief Steward, barbara.borden@ky.gov
Brooks Becraft, State Steward, brooks.becraft@ky.gov
Beth Bungert, Safety Steward, beth.bungert@ky.gov
Paul Brooker, Director of Enforcement, paul.brooker@ky.gov

Negative Results

Jamie Eads, President/CEO, jamie.eads@ky.gov
Susan Speckert, Chief Operating Officer, susan.speckert@ky.gov
Ashleigh Bailey, Chief Legal Officer, ashleigh.bailey@ky.gov
Dr. George Mundy, Interim Equine Medical Director, george.mundy@ky.gov
Dr. Nick Smith, Chief Racing Veterinarian, nick.smith@ky.gov
Dr. Sarah Padilla, Racing Veterinarian, sarah.padilla@ky.gov
Barbara Borden, Chief Steward, barbara.borden@ky.gov
Brooks Becraft, State Steward, brooks.becraft@ky.gov
Beth Bungert, Safety Steward, beth.bungert@ky.gov
Paul Brooker, Director of Enforcement, paul.brooker@ky.gov

Race Day; Post Race; TCO2

Jamie Eads, President/CEO, jamie.eads@ky.gov
Susan Speckert, Chief Operating Officer, susan.speckert@ky.gov
Ashleigh Bailey, Chief Legal Officer, ashleigh.bailey@ky.gov
Dr. George Mundy, Interim Equine Medical Director, george.mundy@ky.gov
Dr. Nick Smith, Chief Racing Veterinarian, nick.smith@ky.gov
Dr. Sarah Padilla, Racing Veterinarian, sarah.padilla@ky.gov
Barbara Borden, Chief Steward, barbara.borden@ky.gov
Brooks Becraft, State Steward, brooks.becraft@ky.gov
Beth Bungert, Safety Steward, beth.bungert@ky.gov
Paul Brooker, Director of Enforcement, paul.brooker@ky.gov

Vets' List

Jamie Eads, President/CEO, jamie.eads@ky.gov

Susan Speckert, Chief Operating Officer, susan.speckert@ky.gov
Ashleigh Bailey, Chief Legal Officer, ashleigh.bailey@ky.gov
Dr. George Mundy, Interim Equine Medical Director, george.mundy@ky.gov
Dr. Nick Smith, Chief Racing Veterinarian, nick.smith@ky.gov
Dr. Sarah Padilla, Racing Veterinarian, sarah.padilla@ky.gov
Barbara Borden, Chief Steward, barbara.borden@ky.gov
Brooks Becraft, State Steward, brooks.becraft@ky.gov
Beth Bungert, Safety Steward, beth.bungert@ky.gov
Paul Brooker, Director of Enforcement, paul.brooker@ky.gov
Jennifer Engel, Racing Veterinary Coordinator, jennifer.engel@ky.gov

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming
FROM: Ashleigh Bailey, Chief Legal Officer
DATE November 18, 2025
RE: **PROPOSED AMENDMENTS TO 810 KAR 3:020**

The Kentucky Horse Racing & Gaming Board of Directors previously approved suggested amendments to this regulation, 810 KAR 3:020, at its April 22, 2025, meeting. Subsequently, during the open comment period for the amendments, KHRG received suggested changes from the Kentucky Board of Veterinary Examiners and the Legislative Research Commission. After discussions with representatives of both entities, KHRG staff concluded that, in part due to newly passed legislation, additional changes needed to be made to the regulation. KHRG staff withdrew 810 KAR 3:020, made additional amendments, and now intends to resubmit the regulation.

At this time, KHRG staff presents for Board approval the revised amendments to 810 KAR 3:020. A summary of the key changes can be found below. A copy of the regulation with the proposed changes as well as copies of each of the incorporated forms is enclosed.

Key Amendments to 810 KAR 3:020:

Section 2: Persons Required to Be Licensed.

- Adds two categories of licensure: 1. Allied Animal Health Professional Animal Chiropractor and 2. Allied Animal Health Professional Equine Dental Provider (replaces "Dental technician"). The addition of these licensure categories brings this regulation in line with the recently codified 2025 Senate Bill 69, which requires that practitioners of animal chiropractic and equine dental in the Commonwealth obtain licensure from the Kentucky Board of Veterinary Examiners.
- Amends the rule to allow a written request for a waiver of licensing requirements for racing participants and new language details the information required when requesting a waiver. KHRG may then grant or deny the request based on at least the current licenses issued to the waiver applicant and the best interests and integrity of horse racing, pari-mutuel wagering, and sports wagering.
- Removal of the reference to a "conditional license" as all KHRG licenses are by their nature conditional.

Section 3: General License Application Requirements for All Applicants.

- Adds the language "or request for a waiver in accordance with Section 2" when referencing an application for license.
- Changes the earliest date to submit a license application from November 1 to October 1.

Section 5: Additional Licensing Requirements for Specific Licenses.

- Specifies that the “Kentucky Board of Veterinary Examiners” is the licensing body for veterinarians in the Commonwealth.
- Revises the “Equine therapist” section to clarify it is for individuals who do not fit into any other defined licensing category, to require additional information regarding the specialization and experience of applicants for an equine therapist license, and to remove the requirement that the chief state veterinarian sign off on these applications.
- Adds a requirement that applicants for licenses as farm managers or stable agents submit evidence with their application of a relationship with a farm or stable.
- Removes the 3-day cap for special event licenses.

Section 6: Licensing Fees.

- Adds new categories as described in Section 2 (above): Allied Animal Health Professional Animal Chiropractor and Allied Animal Health Professional Equine Dental Provider. Defines the fees of the new categories.
- Differentiates Quarter Horses from the catchall category of “other” breeds and sets fees.

Section 15: License Denial, Revocation, or Suspension.

- Removes the 15-year limitation on felonies or misdemeanor convictions that may be considered when denying, suspending, revoking, or otherwise penalizing a licensee or applicant.

Section 17: Changes in Application Information.

- Increases the threshold of requirement to report fines from other jurisdictions from \$500 to \$1000.

Section 18: Temporary Licenses.

- Removes the provision specifying that the corporation may refuse a temporary license for failure to provide certain specific information because the corporation already has the right to refuse a temporary license at its discretion if insufficient information is provided.

Additional Changes Throughout the Regulation:

- Removed the phrase “ruled off” from provisions that included it as the terms “ejected” and “excluded” (which are also included in each such provision) sufficiently encompass the concept.
- Changed “horses” to “breeds” and “thoroughbred” to “horse” in several locations to reflect the increase in racing of non-thoroughbred horses in Kentucky.

KHRG staff recommends approval of the proposed amendments.

BOARD ACTION

_____ Approve

_____ Defer

_____ Deny

@kyhorseracing | KHRC.KY.GOV

An Equal Opportunity Employer M/F/D

1 KENTUCKY HORSE RACING AND GAMING CORPORATION

2 (Amendment)

3 810 KAR 3:020. Licensing of racing participants.

4 RELATES TO: KRS 12.357, 230.215, 230.260, 230.280, 230.290, 230.300, 230.310, 230.320,
5 230.330, [321.443, Chapter 335B, 342](#)

6 STATUTORY AUTHORITY: KRS 12.357, 230.215(2), 230.240(2), 230.260(4), 230.290(2),
7 230.310(1)

8 CERTIFICATION STATEMENT: This certifies that this administration regulation complies with
9 the requirements of 2025 RS HB6, Section 8.

10 NECESSITY, FUNCTION, AND CONFORMITY: KRS 230.215(2) authorizes the Kentucky
11 Horse Racing and Gaming Corporation to [promulgate administrative regulations to](#) regulate
12 conditions under which horse racing shall be conducted in Kentucky. KRS 230.310(1) [authorizes](#)
13 [administrative regulations and](#) requires the corporation to establish licensing requirements for
14 participation in horse racing. This administrative regulation establishes licensing procedures and
15 requirements for participation in horse racing.

16 Section 1. Definitions.

17 (1) "Person" means an individual, proprietorship, firm, partnership, joint venture, joint stock
18 company, syndicate, business, trust, estate, company, corporation, limited liability company,
19 association, club, committee, organization, lessor, lessee, racing stable, farm name, or other
20 group of persons acting in concert.

21 (2) "Restricted area" means a portion of association grounds to which access is limited to
22 licensees whose occupation or participation requires access, and to those individuals

1 accompanying a licensee as allowed~~[permitted]~~ by the association, corporation, stewards, or
2 judges.

3 Section 2. Persons Required to Be Licensed.

4 (1) A person shall not participate in pari-mutuel racing under the jurisdiction of the corporation
5 without a valid license issued by the corporation.

6 (2) License categories shall include:

7 (a) Allied Animal Health Professional Animal Chiropractor;

8 (b) Allied Animal Health Professional Equine Dental Provider;

9 (c) Assistant trainer;

10 (d) Association employee;

11 ~~[(b) Assistant trainer;]~~

12 ~~(e[e])~~ Claiming;

13 ~~(f[d])~~ Corporation employee~~[member];~~

14 ~~(g[e])~~ Corporation member~~[employee];~~

15 ~~[(f) Dental technician;]~~

16 ~~(h[g])~~ Driver;

17 1. Qualifying-fair (QF) license;

18 2. Provisional (P) license; and

19 3. Full (A) license;

20 ~~(i[h])~~ Driver/trainer;

21 ~~(j[i])~~ Equine therapist;

22 ~~(k[j])~~ Exercise rider;

23 ~~(l[k])~~ Farm manager~~[-or agent];~~

- 1 (m[~~h~~]) Farrier;
- 2 (n[~~m~~]) Farrier apprentice;
- 3 (o[~~n~~]) Jockey;
- 4 (p[~~o~~]) Jockey agent;
- 5 (q[~~p~~]) Jockey apprentice;
- 6 (r[~~q~~]) Matinee driver;
- 7 (s[~~r~~]) Mutuel employee;
- 8 (t[~~s~~]) Owner;
- 9 [~~(t) Owner (Temporary);~~]
- 10 (u) Owner/assistant trainer;
- 11 (v) Owner/driver[~~trainer~~];
- 12 (w) Owner (Temporary)[~~/trainer/driver~~];
- 13 (x) Owner/trainer[~~driver~~];
- 14 (y) Owner/trainer/driver;
- 15 (z) Racing official;
- 16 (aa[~~z~~]) Special event employee;
- 17 (bb[~~aa~~]) Stable agent;
- 18 (cc[~~bb~~]) Stable employee;
- 19 (dd[~~cc~~]) Steeplechase jockey;
- 20 (ee[~~dd~~]) Trainer;
- 21 (ff[~~ee~~]) Vendor;
- 22 (gg[~~ff~~]) Vendor employee;
- 23 (hh[~~gg~~]) Veterinarian;

1 (ii~~[hh]~~) Veterinary assistant; and

2 (ii~~[h]~~) Veterinary technologist or technician.

3 (3) A person working at a licensed racing association in the Commonwealth shall obtain a valid
4 license issued by the corporation. The president~~[executive director]~~, the chief racing steward, the
5 presiding judge, or their designee may refuse entry or scratch any horse involving any person
6 who, after being requested to obtain a valid license, fails or is unable to obtain a license.

7 (4)

8 (a) A person required to be licensed shall submit:

- 9 1. A completed written application on the form Licensing Application, 3-020-1, or a multi-
10 jurisdictional license form pursuant to Section 8 of this administrative regulation; or ~~[and]~~
11 2. A written request for a waiver of the requirements of this paragraph and Section 6 of this
12 administrative regulation for a person holding another individual license issued by the
13 Corporation.

14 (b) A written request for a waiver shall include at least:

- 15 1. The name and contact information of the waiver applicant;
16 2. All horse racing and gaming licenses issued to the waiver applicant; and
17 3. The waiver applicant's current position and job description.

18 (c) The Corporation may grant or deny a waiver upon consideration of at least the:

- 19 1. Current horse racing and gaming licenses issued to the waiver applicant; and
20 2. Best interests and integrity of horse racing, pari-mutuel wagering, and sports
21 wagering.

22 ~~[The fee required by Section 6 of this administrative regulation.]~~

1 ~~(d)~~(b) A temporary license may be obtained by an authorized representative of an owner in
2 accordance with Section 18 of this administrative regulation.

3 ~~[(e) A conditional license may be issued by the corporation or its designee.]~~

4 Section 3. General License Application Requirements for All Applicants.

5 (1) Any person required to be licensed by Section 2 of this administrative regulation and desiring
6 to participate in horse racing in the Commonwealth may apply to the corporation for a license.

7 (2)

8 (a) An application, or request for a waiver in accordance with Section 2, may be submitted on
9 or after October 1 ~~[November 1]~~ of the calendar year preceding the calendar year in which the
10 license is to be in force.

11 (b) An application, or request for a waiver in accordance with Section 2, shall be submitted no
12 later than twenty-four (24) hours after an applicant has arrived on association grounds, unless
13 a temporary license is obtained in accordance with Section 18 of this administrative regulation.

14 (c) The license application, or request for a waiver in accordance with Section 2, shall be
15 reviewed and, if approved, the license issued by corporation personnel.

16 (3) Information provided on or with a license application shall be complete and correct. Material
17 misrepresentation by a license applicant or his or her agent shall result in an immediate license
18 suspension, revocation, refusal, or denial, and/or the imposition of a fine by the corporation or
19 the chief racing steward or presiding judge.

20 (4)

21 (a) An applicant for licensing shall be a minimum of sixteen (16) years of age except as provided
22 by paragraph (b) of this subsection. An applicant may be required to submit a certified copy of
23 his or her birth certificate or work permit.

1 (b) The corporation may grant an owner's license to a person less than sixteen (16) years of age
2 if the person's parent or legal guardian is licensed by the corporation. An application under this
3 subsection shall be signed by the applicant's parent or legal guardian in the presence of one (1)
4 or more of the stewards or judges.

5 (5) An application from a person or other entity consisting of more than one (1) individual person
6 desiring to race horses in the Commonwealth shall, upon request, in addition to designating the
7 person or persons representing the entire ownership of the horses, be accompanied by documents
8 that~~which~~ fully disclose the identity, degree, and type of ownership held by all individual
9 persons who own or control a present or reversionary interest in the horses.

10 (6) The corporation shall notify an applicant that the license has been issued or denied. If all
11 requirements for licensure are met, a license shall be issued to the license applicant.

12 Section 4. Additional Licensing Requirements for Standardbred Driver's License.

13 (1) A person desiring to drive a harness horse at a race meeting licensed by the corporation shall
14 obtain a license from:

15 (a) The corporation; and

16 (b) The United States Trotting Association, Standardbred Canada, or appropriate international
17 harness racing governing agency.

18 (2) Corporation licenses. A driver's license from the corporation shall be issued in one of the
19 following categories:

20 (a) A qualifying-fair (QF) license, which shall be valid for fairs, matinees, qualifying races, and
21 if approved by the presiding judge, nonwagering races at extended pari-mutuel meetings;

22 (b) A provisional (P) license, which shall be valid at fairs, matinees, qualifying races, and
23 extended pari-mutuel meetings; or

1 (c) A full (A) license, which shall be valid at all race meetings.

2 (3) License advancement. An applicant shall initially obtain a qualifying-fair license.
3 Advancement to a provisional license and a full license shall be determined by Rule 17, Sections
4 1 through 10, of the United States Trotting Association, 2009/2010.

5 (4) General qualifications. An applicant for a driver's license shall:

6 (a)

7 1. Be at least sixteen (16) years of age for a (QF) license;

8 2. Be at least eighteen (18) years of age for a (P) or (A) license; and

9 3. Not be denied a driver's license solely on the basis of age if the applicant has previously
10 held any type of license; and

11 (b) Submit satisfactory evidence of an eye examination indicating:

12 1. 20/40 corrected vision in both eyes; or

13 2. If one (1) eye is blind, at least 20/30 corrected vision in the other eye.

14 Section 5. Additional Licensing Requirements for Specific Licenses.

15 (1) Veterinary personnel.

16 (a) An application from a person desiring to treat, prescribe for, or attend to any horse on
17 association grounds as a practicing veterinarian shall be accompanied by evidence that the
18 person is currently licensed as a veterinarian by the ~~[Commonwealth of]~~Kentucky Board of
19 Veterinary Examiners.

20 (b) An application from a person desiring to work on association grounds as a veterinary
21 technologist or veterinary technician shall be accompanied by:

22 1. Evidence that the person is currently registered as a veterinary technologist or veterinary
23 technician by the ~~[Commonwealth of]~~Kentucky Board of Veterinary Examiners; and

1 2. A Veterinarian Approval Form, KHRGC 3-020-4, signed by a licensed veterinarian
2 certifying that the applicant is working for the veterinarian as required by KRS 321.44~~1~~^[3].

3 (c) An application from a veterinary assistant shall be accompanied by a Veterinarian Approval
4 Form, KHRGC 3-020-4, signed by a licensed veterinarian certifying that the applicant works
5 for him or her as required by KRS 321.443.

6 (d) Equine therapist. An ~~[application from an]~~equine therapist who does not fall into a licensure
7 category~~[not]~~ defined by KRS Chapter 321 shall include with their license application~~[be~~
8 ~~accompanied by]~~ a Veterinarian Approval Form, KHRGC 3-020-4, detailing their specialization
9 and experience, and signed by a licensed veterinarian ~~[and the chief state veterinarian]~~ attesting
10 to the skill and integrity of the applicant.

11 (2) Farriers. An application from a person not previously licensed in the capacity of farrier shall
12 submit a diploma or other document signifying successful completion of a farrier course or
13 examination recognized by the American Farrier's Association, or submit a letter of
14 recommendation from a licensed farrier.

15 (3) Standardbred Licensees.

16 (a) A standardbred owner, trainer, owner/trainer, driver, driver/trainer, owner/trainer/driver, or
17 owner/driver shall have a valid license issued by the United States Trotting Association,
18 Standardbred Canada, or other appropriate international harness racing governing agency in
19 order to participate in pari-mutuel racing in Kentucky.

20 (b) Any standardbred horse under lease shall race in the name of the lessee, and a copy of the
21 lease shall be filed with the clerk of the course. A standardbred horse shall not race under lease
22 without an eligibility certificate issued by the United States Trotting Association, Standardbred

1 Canada, or other appropriate international harness racing governing agency in the name of the
2 lessee. Both the lessee and lessor shall be licensed by the corporation prior to post.

3 (c) If any licensed standardbred trainer is absent from a racing meet for more than six (6) days,
4 the trainer shall appoint and have properly licensed a new trainer of record.

5 (4) Farm manager or stable agent. An application from a person desiring a license as a farm
6 manager or stable agent shall be accompanied by evidence of that person's position with a farm
7 or stable.

8 (5) Special event licenses.

9 ~~(a)~~ A special event license shall be:

10 (a)[1]. Issued to employees who are employed by an association only for the duration of a
11 special event; and

12 (b)[2]. Valid for the days of the event only.

13 ~~[(b) The duration of the license shall not exceed three (3) calendar days.]~~

14 Section 6. Licensing Fees.

15 (1) Except as provided by subsection (2) of this section, the following annual fees shall
16 accompany the application and shall not be refundable:

17 (a) Allied Animal Health Professional

18 1. Animal Chiropractor:

19 a. For thoroughbreds: \$100;

20 b. For standardbreds: \$100;

21 c. For quarter horses: \$50; or

22 d. For other breeds: \$50; or

23 2. Equine Dental Provider:

- 1 a. For thoroughbreds: \$100;
2 b. For standardbreds: \$100;
3 c. For quarter horses: \$50; or
4 d. For other breeds: \$50;
5 ~~[Association employee:~~
6 ~~1. For thoroughbreds: \$25;~~
7 ~~2. For standardbreds: \$25; or~~
8 ~~3. For other horses: \$10;]~~
9 (b) Assistant trainer:
10 1. For thoroughbreds: \$150;~~[-or]~~
11 2. For standardbreds: \$125;
12 3. For quarter horses: \$50; or
13 4. For other breeds~~[horses]~~: \$35;
14 (c) Association employee:
15 1. For thoroughbreds: \$25;
16 2. For standardbreds: \$25;
17 3. For quarter horses: \$25; or
18 4. For other breeds: \$10;
19 (~~d~~e) Claiming: \$150;
20 ~~[(d) Dental technician: \$100;]~~
21 (e) Driver: \$125;
22 (f) Driver/trainer: \$125;
23 (g) Equine therapist:

- 1 1. For thoroughbreds: \$50;
- 2 2. For standardbreds: \$50; ~~[-or]~~
- 3 3. For quarter horses: \$50; or
- 4 4. For other breeds ~~horses~~; \$25;
- 5 (h) Exercise rider: \$10;
- 6 (i) Farm manager ~~[-or agent]~~:
- 7 1. For thoroughbreds: \$50;
- 8 2. For standardbreds: \$50; ~~[-or]~~
- 9 3. For quarter horses: \$50; or
- 10 4. For other breeds ~~horses~~; \$25;
- 11 (j) Farrier:
- 12 1. For thoroughbreds: \$100;
- 13 2. For standardbreds: \$100; ~~[-or]~~
- 14 3. For quarter horses: \$50; or
- 15 4. For other breeds ~~horses~~; \$35;
- 16 (k) Farrier apprentice:
- 17 1. For thoroughbreds: \$50;
- 18 2. For standardbreds: \$50; ~~[-or]~~
- 19 3. For quarter horses: \$50; or
- 20 4. For other breeds ~~horses~~; \$25;
- 21 (l) Jockey:
- 22 1. For thoroughbreds: \$150; ~~[-or]~~
- 23 2. For quarter horses: \$50; or

1 3. For other breeds~~[horses]~~: \$35;

2 (m) Jockey agent:

3 1. For thoroughbreds: \$150;~~[-or]~~

4 2. For quarter horses: \$50; or

5 3. For other breeds~~[horses]~~: \$35;

6 (n) Jockey apprentice:

7 1. For thoroughbreds: \$100;~~[-or]~~

8 2. For quarter horses: \$50; or

9 3. For other breeds~~[horses]~~: \$35;

10 (o) Matinee driver: \$125;

11 (p) Mutuel employee:

12 1. For thoroughbreds: \$50;

13 2. For standardbreds: \$50;~~[-or]~~

14 3. For quarter horses: \$25; or

15 4. For other breeds~~[horses]~~: \$20;

16 (q) Owner:

17 1. For thoroughbreds: \$150;

18 2. For standardbreds: \$125;~~[-or]~~

19 3. For quarter horses: \$50; or

20 4. For other breeds~~[horses]~~: \$35;

21 (r) ~~[Owner (temporary):~~

22 ~~1. For thoroughbreds: \$150;~~

23 ~~2. For standardbreds: \$125; or~~

1 ~~3. For other horses: \$35;~~

2 ~~(s)~~ Owner/assistant trainer:

3 1. For thoroughbreds: \$150;~~[-or]~~

4 2. For standardbreds: \$125;

5 3. For quarter horses: \$50; or

6 4. For other breeds~~[horses]~~: \$35;

7 (s) Owner/driver: \$125;

8 (t) Owner (temporary):

9 1. For thoroughbreds: \$150;

10 2. For standardbreds: \$125; or

11 3. For other breeds: \$35;

12 (u~~[t]~~) Owner/trainer:

13 1. For thoroughbreds: \$150;

14 2. For standardbreds: \$125;~~[-or]~~

15 3. For quarter horses: \$50; or

16 4. For other breeds~~[horses]~~: \$35;

17 (v~~[t]~~) Owner/trainer/driver: \$125;

18 ~~[(v) Owner/driver: \$125;]~~

19 (w) Racing official:

20 1. For thoroughbreds: \$100;

21 2. For standardbreds: \$100;~~[-or]~~

22 3. For quarter horses: \$50; or

23 4. For other breeds~~[horses]~~: \$35;

- 1 (x) Special event employee: \$10;
- 2 (y) Stable agent: \$50;
- 3 (z) Stable employee: \$10;
- 4 ~~1. For thoroughbreds: \$10;~~
- 5 ~~2. For standardbreds: \$5; or~~
- 6 ~~3. For other horses: \$5;~~
- 7 (aa) Steeplechase jockey: \$150;
- 8 (bb) Trainer:
- 9 1. For thoroughbreds: \$150;
- 10 2. For standardbreds: \$125;~~[-or]~~
- 11 3. For quarter horses: \$50; or
- 12 4. For other breeds~~[horses]~~: \$35;
- 13 (cc) Vendor:
- 14 1. For thoroughbreds: \$50;
- 15 2. For standardbreds: \$50;~~[-or]~~
- 16 3. For quarter horses: \$50; or
- 17 4. For other breeds~~[horses]~~: \$25;
- 18 (dd) Vendor employee: \$25;
- 19 (ee) Veterinarian:
- 20 1. For thoroughbreds: \$150;
- 21 2. For standardbreds: \$125;~~[-or]~~
- 22 3. For quarter horses: \$50; or
- 23 4. For other breeds~~[horses]~~: \$35;

1 (ff) Veterinary assistant:

2 1. For thoroughbreds: \$50;

3 2. For standardbreds: \$50; ~~[-or]~~

4 3. For quarter horses: \$25; or

5 4. For other breeds ~~[horses]~~: \$25; or

6 (gg) Veterinary technologist or technician:

7 1. For thoroughbreds: \$50;

8 2. For standardbreds: \$50; ~~[-or]~~

9 3. For quarter horses: \$25; or

10 4. For other breeds ~~[horses]~~: \$25.

11 (2) A military spouse meeting the requirements of KRS 12.357(1) shall not be required to pay the
12 licensure fee if:

13 (a) The fee waiver is requested on the Licensing Application form, 3-020-1; and

14 (b) The documentation required by KRS 12.357(2) is submitted with the application.

15 (3) A replacement fee for a duplicate license shall be ten (10) dollars, except that this fee shall be
16 waived for the first duplicate license issued during any calendar year.

17 Section 7. Fingerprinting.

18 (1) If requested by the corporation, a license applicant shall submit ~~[furnish]~~ to the corporation a
19 set of fingerprints or submit to fingerprinting prior to issuance of a license.

20 (2) If the license applicant has been fingerprinted in the Commonwealth or another racing
21 jurisdiction within the five (5) years preceding the date of the license application, then the
22 corporation may accept the previous fingerprints or require new fingerprints.

23 (3) The cost of fingerprinting and fingerprint analysis shall be paid by the license applicant.

1 Section 8. Multi-state/National Licenses.

2 (1) In lieu of the corporation license application form, an applicant may submit an ARCI Multi-
3 Jurisdiction Racing License Owner's Application or the National Racing License Application or
4 Renewal Application.

5 (2) The corporation shall accept a multi-state or national license if [the license](#)^[#] complies with
6 licensing requirements in this administrative regulation and KRS Chapter 230.

7 Section 9. Consent to Investigate by License Applicants and Licensees. After an applicant files a
8 license application, the corporation may:

9 (1) Investigate the criminal background, employment history, and racing history record of the
10 applicant;

11 (2) Engage in research and interviews to determine the applicant's character and qualifications;
12 and

13 (3) Verify information provided by the applicant.

14 Section 10. Search and Seizure.

15 (1) The corporation or designee may search any location described in KRS 230.260(7).

16 (2) The corporation or designee may seize any medication, drug, substance, paraphernalia, object,
17 or device in violation or suspected violation of KRS Chapter 230 or KAR Title 810.

18 (3) A licensee shall:

19 (a) Cooperate with the corporation or designee during an investigation; and

20 (b) Respond correctly to the best of the licensee's knowledge if questioned by the corporation
21 or designee about a racing matter.

22 (4) A licensee shall consent to out-of-competition testing in accordance with 810 KAR 8:040.

23 Section 11. Employer Responsibility.

1 (1)

2 (a) An employer shall not employ an unlicensed person for a position that requires a license
3 under KRS 230.300 or 230.310 or this administrative regulation.

4 (b) If an employer violates subsection (a) of this subsection, the employer may be fined or have
5 his or her license suspended, denied, or revoked as established in~~[be subjected to license~~
6 ~~suspension, denial, or revocation under]~~ KRS Chapter 230 or KAR Title 810.

7 (2) Every employer shall report in writing to the corporation or its designee, within twenty-four
8 (24) hours, the discharge of any licensed employee, including the employee's name, occupation,
9 and reason for the discharge.

10 (3) Every employer shall be responsible for ensuring compliance with all applicable employment
11 laws.

12 (4) The license application of an employee shall be signed by the employer.

13 (5) A licensed employer shall carry workers' compensation insurance covering his or her
14 employees as required by KRS Chapter 342.

15 Section 12. Financial Responsibility.

16 (1) A licensee shall maintain financial responsibility during the period for which the license is
17 issued.

18 (2) A licensee's failure to satisfy a final judgment rendered against him or her by a Kentucky
19 court, or a domesticated judgment from another jurisdiction, for goods, supplies, services, or fees
20 used in the course of any occupation for which a license is required by this administrative
21 regulation shall constitute a failure to meet the financial responsibility requirements of KRS
22 230.310(1)(c) and (2)(c).

1 (3) If the licensee fails to show just cause for his or her failure to satisfy the judgment, then his
2 or her license may be suspended or revoked until the licensee provides written documentation of
3 satisfaction of the judgment.

4 (4) An applicant for a license may be required to submit evidence of financial responsibility to
5 the corporation if a judgment has been rendered against him or her.

6 Section 13. Voluntary Withdrawal of License Application.

7 (1) A license applicant may with the approval of the license review committee voluntarily
8 withdraw his or her license application from the license review process.

9 (2) If the applicant chooses to voluntarily withdraw his or her application, then the withdrawal
10 shall not constitute a denial or suspension of a license and shall be without prejudice.

11 (3) The stewards or judges shall issue a ruling noting a withdrawal, and the ruling shall be
12 communicated to the Association of Racing Commissioners International.

13 Section 14. License Review Committee.

14 (1) The president~~[executive director]~~, chief racing steward, presiding judge, or director of
15 licensing may refer a license application to the license review committee in lieu of denying the
16 application.

17 (2) The license review committee shall be composed of the president~~[executive director]~~ or
18 designee, the director of licensing or designee, the chief state steward or presiding judge or their
19 designee, and at least one (1) other corporation member or corporation staff member as
20 designated by the president~~[executive director]~~. At least three (3) members of the committee shall
21 participate in any license review committee meeting.

22 (3) If a referral to the committee is made, then a license shall not be issued until the committee
23 makes a favorable ruling on the license application.

1 (a) The applicant may be required by the committee to appear personally.

2 (b) If the committee is unable to make a favorable ruling on the license application, then the
3 committee may give the license applicant the opportunity to voluntarily withdraw his or her
4 license application in accordance with Section 13 of this administrative regulation.

5 (c) If the license applicant is given the opportunity to withdraw his or her application and does
6 not wish to do so~~[voluntarily withdraw his or her application]~~, then the committee shall deny
7 the application.

8 (4) A~~[The]~~ denial of a license~~[the]~~ application may be appealed in accordance with KRS Chapter
9 13B.

10 (5) In the alternative, the corporation, the license review committee, or the president~~[executive~~
11 ~~director]~~ may refer the case directly to the corporation without denial or approval of the
12 application.

13 Section 15. License Denial, Revocation, or Suspension.

14 (1) The corporation, president~~[executive director]~~, chief racing steward or presiding judge, or
15 director of licensing may deny a license application, and the corporation or chief state steward or
16 presiding judge may suspend or revoke a license, or otherwise penalize in accordance with KRS
17 230.320(1) a licensee, or other person participating in horse racing, for any of the following
18 reasons:

19 (a) The public interest, for the purpose of maintaining proper control over horse racing meetings
20 or pari-mutuel wagering, might~~[may]~~ be adversely affected if the license is issued;

21 (b) The licensee or applicant has any felony or misdemeanor criminal conviction from any
22 jurisdiction, including having entered into any form of diversionary program, if~~[within fifteen~~

1 ~~(15) years preceding the date of submission of a license application, provided~~ all requirements
2 of KRS 335B.010 et seq. are satisfied;

3 (c) The licensee or applicant has pending criminal charges or is criminally charged during the
4 license period in any jurisdiction;

5 (d) The licensee or applicant has had a license issued by the legally constituted racing or gaming
6 corporation of a state, province, or country denied, suspended, or revoked;

7 (e) The licensee or applicant has had a license issued by the Commonwealth revoked,
8 suspended, or denied;

9 (f) The licensee or applicant has applied for and received a license issued by the corporation at
10 less than sixteen (16) years of age, except as permitted in Section 3(4)(b) of this administrative
11 regulation;

12 (g) The licensee or applicant has made a material misrepresentation, falsification, or omission
13 of information in an application for a license;

14 (h) The licensee or applicant has been ejected~~[-ruled-off,]~~ or excluded from racing association
15 grounds in the Commonwealth of Kentucky or a racetrack in any jurisdiction;

16 (i) The licensee or applicant has violated or attempted to violate a statute, administrative
17 regulation, or similar rule respecting horse racing in any jurisdiction;

18 (j) The licensee or applicant has perpetrated or attempted to perpetrate a fraud or
19 misrepresentation in connection with the racing or breeding of a horse or pari-mutuel wagering;

20 (k) The licensee or applicant has caused, attempted to cause, or participated in any way in an
21 attempt to cause the pre-arrangement of a race result, or has failed to report knowledge of this
22 kind of activity immediately to the stewards or judges;

- 1 (l) The licensee or applicant has failed to demonstrate financial responsibility as
2 required~~[demonstrated financial irresponsibility as described]~~ by Section 12 of this
3 administrative regulation;
- 4 (m) The licensee or applicant has knowingly failed to disclose to the corporation complete
5 ownership or beneficial interest in a horse entered to be raced;
- 6 (n) The licensee or applicant has misrepresented or attempted to misrepresent facts in
7 connection with the sale of a horse or other matter pertaining to horse racing or registration of
8 a horse~~[thoroughbred]~~;
- 9 (o) The licensee or applicant has offered, promised, given, accepted, or solicited a bribe in any
10 form, directly or indirectly, to or by a person having any connection with the outcome of a race,
11 or failed to report conduct of this nature immediately to the stewards or judges;
- 12 (p) The licensee or applicant has abandoned, mistreated, abused, neglected, or engaged in an
13 act of cruelty to a horse;
- 14 (q) The licensee or applicant has engaged in conduct that is against the best interest of horse
15 racing~~[.]~~ or compromises the integrity of operations at a track, training facility, or satellite
16 facility;
- 17 (r) The licensee or applicant has knowingly entered, or aided and abetted the entry, of a horse
18 ineligible or unqualified for the race entered;
- 19 (s) The licensee or applicant has possessed on association grounds, without written permission
20 from the corporation or the chief state steward or presiding judge, any appliance or device, other
21 than an ordinary crop~~[whip]~~, which could be used to alter the speed of a horse in a race or
22 workout;

- 1 (t) The licensee or applicant has violated any of the alcohol or substance abuse provisions in
2 KRS Chapter 230 or 810 KAR 2:030;
- 3 (u) The licensee or applicant has failed to comply with a written order or ruling of the
4 corporation, the stewards, or the judges pertaining to a racing matter or investigation;
- 5 (v) The licensee or applicant has failed to answer truthfully questions asked by the corporation
6 or its representatives pertaining to a racing matter;
- 7 (w) The licensee or applicant has failed to return to an association any purse money, trophies,
8 or awards paid in error or ordered redistributed by the corporation;
- 9 (x) The licensee or applicant has participated in or engaged in any conduct of a disorderly nature
10 on association grounds, including:
- 11 1. Failure to obey the stewards' or judges' or other official's orders that are expressly authorized
12 by KAR Title 810;
- 13 2. Failure to race when programmed unless excused by the stewards or judges;
- 14 3. Fighting;
- 15 4. Assaults;
- 16 5. Offensive and profane language;
- 17 6. Smoking on the track while in colors during actual racing hours;
- 18 7. Warming up a horse ~~[-prior to racing]~~ without colors prior to racing; and
- 19 8. Disturbing the peace;
- 20 (y) The licensee or applicant has used profane, abusive, or insulting language to or interfered
21 with a corporation member, employee or agent, or racing official, while these persons were~~[are]~~
22 in the course of discharging their duties;
- 23 (z) The licensee or applicant is unqualified to perform the duties for which the license is issued;

- 1 (aa) The licensee or applicant has discontinued or is ineligible for the activity for which the
2 license is to be issued, or for which a previous or existing license was issued;
- 3 (bb) The licensee or applicant has made a material misrepresentation in the process of
4 registering, nominating, entering, or racing a horse as Kentucky owned, Kentucky bred, or
5 Kentucky sired;
- 6 (cc) The licensee or applicant has failed to pay a required fee or fine, or has otherwise failed to
7 comply with KRS Chapter 230 or KAR Title 810;
- 8 (dd) The licensee or applicant has failed to comply with a written directive or ruling of the
9 corporation or the chief state racing steward or presiding judge;
- 10 (ee) The licensee or applicant has failed to advise the corporation of changes in the application
11 information as required by Section 17 of this administrative regulation;
- 12 (ff) The licensee or applicant has failed to comply with the temporary license requirements of
13 Section 18 of this administrative regulation;
- 14 (gg) The licensee or applicant has violated the photo identification badge requirements of
15 Section 21 of this administrative regulation;
- 16 (hh) The licensee or applicant has knowingly aided or abetted any person in violation of KRS
17 Chapter 230, KAR Title 810, or any other statute or administrative regulation pertaining to
18 horse racing;
- 19 (ii) The licensee or applicant has hired an unlicensed person required by KRS 230.300, 230.310,
20 or this administrative regulation to be licensed;
- 21 (jj) The licensee or applicant, being a person other than a licensed veterinarian, has possessed
22 on association grounds;

1 1. A hypodermic needle, hypodermic syringe, or other device that could be used to administer
2 any substance to a horse, except as permitted by 810 KAR 8:010, Section 3(5); or
3 2. A medication, stimulant, sedative, depressant, local anesthetic, or any ~~[-other foreign]~~
4 substance prohibited by KRS Chapter 230 or KAR Title 810; or
5 (kk) The licensee or applicant has manufactured, attempted to manufacture, or possessed a false
6 license photo identification badge.
7 (2) A license suspension, revocation, or denial shall be reported in writing to the applicant by the
8 chief steward or presiding judge, and to the ARCI by the Division of Licensing, to ensure that
9 other racing jurisdictions shall be advised of the license suspension, revocation, or denial.
10 (3) A licensee or applicant may appeal the suspension, revocation, or denial. Appeals shall be in
11 accordance with KRS 230.320 and Chapter 13B.
12 Section 16. Reciprocity.
13 (1) If a person's license has been denied, suspended, or revoked in another jurisdiction, the
14 corporation may require reinstatement of the license in that jurisdiction before a license is granted
15 by the corporation.
16 (2) If a person has been ~~ruled off,~~ excluded, or ejected from a racetrack in Kentucky or in
17 another jurisdiction, the corporation may require reinstatement of the person at that track before
18 a license is granted by the corporation.
19 Section 17. Changes in Application Information.
20 (1) The licensee or applicant shall report changes in any information required for licensing in
21 writing to the corporation.
22 (2) Except as established in subsection (3) of this section, a~~(A)~~ny change in information required
23 for licensing shall be submitted in writing upon the ~~["~~Change in Application Information

1 Form^[1], KHRGC 3-020-3, signed by the licensee, and filed at the corporation central office,
2 within thirty (30) days of the change~~[, unless it is information listed in subsection (3) of this~~
3 ~~section]~~.

4 (3) The licensee shall report changes in information in writing within seventy-two (72) hours of
5 the occurrence of~~[for these items]~~:

6 (a) Criminal charges;

7 (b) Criminal convictions;

8 (c) License denials and license suspensions of ten (10) days or more;

9 (d) License revocations or fines of \$1000~~[500]~~ or more in other jurisdictions;

10 (e) Racing-related disciplinary charges pending in any~~[other]~~ jurisdiction~~[s]~~; and

11 (f) Withdrawal, with or without prejudice, of a license application by the licensee in any
12 jurisdiction.

13 Section 18. Temporary Licenses.

14 (1)

15 (a) Only an owner shall be~~[is]~~ eligible for a temporary license.

16 (b) A horse in a trainer's care shall not start in a race unless the owner has a current license or
17 has an application for a temporary license, ^[1]Temporary Owner's License Application^[2],
18 KHRGC 3-020-2, on file with the corporation.

19 (c) A licensed trainer or their designee may apply for a temporary license on behalf of an owner
20 for whom the licensed trainer trains.

21 (d) ~~[The corporation may refuse the license if the applicant fails to supply a name, Social~~
22 ~~Security number, and mailing address for a temporary license.~~

1 ~~(e)~~] A temporary license shall be valid for no more than thirty (30) days from the date of
2 issuance and shall automatically lapse after the 30th day pending completion of all licensing
3 procedures.

4 ~~(e)~~^(f)) Upon expiration of the thirty (30) day temporary license, the owner's license shall be
5 suspended or the owner's horses shall be ineligible to race in Kentucky pending completion of
6 all licensing procedures.

7 ~~(f)~~^(g)) Completion of all owner licensing procedures prior to the expiration of the temporary
8 license shall extend the owner's license to the end of the calendar year.

9 ~~(g)~~^(h)) If a temporary license expires prior to the completion of all owner licensing procedures,
10 the applicant shall pay the ~~[an additional]~~ licensing fee again.

11 (2) An owner shall not be eligible to be issued more than one (1) temporary license in any
12 calendar year.

13 (3) A temporary license shall not be valid for claiming.

14 Section 19. Eligibility for Multiple Licenses. More than one (1) license to participate in horse
15 racing may be granted to a person except if prohibited by Section 20 of this administrative
16 regulation due to a potential conflict of interest.

17 Section 20. Conflict of Interest.

18 (1) The license review committee and the chief state steward or presiding judge or their designees
19 shall deny or refuse to process the license of a person, and the corporation or the chief state
20 steward or presiding judge shall revoke or suspend the license of a licensee, who is determined
21 to have a conflict of interest. A conflict of interest may exist if a spouse, immediate family
22 member, or other person in a similar relationship to the licensee or applicant holds a license that
23 the license review committee or chief state steward or presiding judge finds to be a conflict of

1 interest with the licensee's or applicant's license. A finding of a conflict of interest may be
2 appealed to the corporation pursuant to KRS 230.320 and KRS Chapter 13B.

3 (2) A racing official who is an owner of either the sire or dam of a horse entered to race shall not
4 act as an official during that race.

5 (3) A person who is licensed as an owner or trainer, or who has any financial interest in a horse
6 entered in a race, shall not participate in that race as any of the following:

- 7 (a) Racing official;
- 8 (b) Assistant starter;
- 9 (c) Practicing veterinarian for any horse other than the owner's;
- 10 (d) Veterinary technician, veterinary technologist, veterinary assistant, or equine therapist for
11 any horse other than the owner's;
- 12 (e) Officer or managing employee;
- 13 (f) Track maintenance supervisor or employee;
- 14 (g) Outrider;
- 15 (h) Race[-]track security employee;
- 16 (i) Farrier;
- 17 (j) Photo finish operator;
- 18 (k) Horsemen's bookkeeper;
- 19 (l) Racing chemist;
- 20 (m) Testing laboratory employee;
- 21 (n) Jockey;
- 22 (o) Apprentice jockey; or
- 23 (p) Jockey agent.

1 Section 21. License Photo Identification Badges.

2 (1)

3 (a) If a licensee desires access to restricted areas of a racing association grounds, then the
4 licensee shall carry on his or her person at all times within the restricted area his or her assigned
5 corporation license (photo identification badge).

6 (b) A photo identification badge shall be~~is~~ available to a licensee upon presentation of
7 appropriate, valid photo identification by the licensee to corporation personnel at corporation
8 licensing offices.

9 (2) A person shall present an appropriate license to enter a restricted area.

10 (3) The stewards or judges or racing association may require visible display of a license in a
11 restricted area.

12 (4) A license may only be used by the person to whom it is issued, and a licensee shall not allow
13 another person to use his or her badge for any purpose.

14 (5) Licensee credentials (photo identification badges) are the property of the corporation and
15 shall be surrendered to the president~~executive director~~, the stewards or judges, the corporation
16 director of enforcement, or director of licensing, or designee, upon request.

17 Section 22. Duties of Licensees.

18 (1) A licensee shall be knowledgeable of this administrative regulation and, by acceptance of the
19 license, agrees to comply with~~abide by~~ this administrative regulation.

20 (2) A licensee shall report to track security or the stewards or judges any knowledge the licensee
21 has that a violation of this administrative regulation has occurred or might~~may~~ occur.

22 (3) A licensee shall comply with~~abide by~~ all rulings and decisions of the stewards or judges and
23 the corporation, and all decisions by the stewards or judges and the corporation shall remain in

1 force unless reversed or modified by the corporation or a court of competent jurisdiction upon
2 proper appeal pursuant to KRS 230.330.

3 (4) Rulings and decisions of the stewards or judges may be appealed to the corporation, except
4 those made by the stewards or judges as to:

5 (a) Findings of fact as occurred during and incident to the running of a race; and

6 (b) A determination of the extent of disqualification of horses in a race for fouls committed
7 during the race.

8 (5) A licensee shall cooperate fully with all investigations and inquiries made by corporation
9 representatives or association security, or both.

10 (6) A licensee shall comply with~~obey~~ instructions from corporation representatives or
11 association security, or both.

12 (7) All licensees shall immediately report to the corporation any known or suspected
13 irregularities, or any violation of KRS Chapter 230 or KAR Title 810,~~[-or any wrongdoings by~~
14 ~~any person,]~~ and shall cooperate in any subsequent investigation.

15 Section 23. Common Law Rights of Associations. The validity of a license shall~~does~~ not preclude
16 or infringe on the common law rights of associations to eject or exclude persons, licensed or
17 unlicensed, from association grounds.

18 Section 24. Incorporation by Reference.

19 (1) The following material is incorporated by reference:

20 (a) "Licensing Application", KHRGC 3-020-1, 02/2022;

21 (b) "Temporary Owner's License Application", KHRGC 3-020-2, 11/2018;

22 (c) "Change in Application Information Form", KHRGC 3-020-3, 4/2019;

23 (d) "Veterinarian Approval Form", KHRGC 3-020-4, 4/2019; and

1 (e) "Rule 17, Sections 1 through 10", United States Trotting Association, 2009/2010.

2 (2) This material may be inspected, copied, or obtained, subject to applicable copyright law, at

3 the Kentucky Horse Racing [and Gaming Corporation](#)~~[Commission]~~, 4047 Iron Works Parkway,

4 Lexington, Kentucky 40511, Monday through Friday, 8 a.m. to 4:30 p.m. This material is also

5 available at <http://khrc.ky.gov>.



KHRGC 3-020-1 (11/2025)

CHURCHILL DOWNS
Kentucky Horse Racing and Gaming Corporation
ATTN: Licensing
3733 South Fourth Street
Louisville, Kentucky 40214
Phone: 502-638-3815 Fax: 859-202-3510

WEBSITE: khrc.ky.gov

EMAIL: khrclicensing@ky.gov

Application Year : _____

For KHRGC Use only

Applicant # _____
License Clerk _____
Check # _____ Cash _____
Credit Card _____
Bill Entity _____
Steward/Security Approval (if
required) _____
RCI Check _____
Date _____

THOROUGHBRED FEES				STANDARD BRED - QUARTER & OTHER HORSE FEES ARE IN ()							
Have you ever had a license in KY? _____ What years? _____				Have you ever had a license in KY? _____ What years? _____ SB-U.S.T.A. license # _____ Expires: _____							
<input type="checkbox"/> Association Employee \$25 <input type="checkbox"/> Asst. Trainer \$150 <input type="checkbox"/> Asst. Trainer/Owner \$150 <input type="checkbox"/> Claiming \$150 <input type="checkbox"/> Dental Tech. \$100 <input type="checkbox"/> Exercise Rider \$10 <input type="checkbox"/> Equine Therapist \$50 <input type="checkbox"/> Farm Mgr/Agent \$50 <input type="checkbox"/> Farrier \$100 <input type="checkbox"/> Farrier Apprentice \$50 <input type="checkbox"/> Jockey \$150 <input type="checkbox"/> Jockey Agent \$150 <input type="checkbox"/> Jockey Apprentice \$100 <input type="checkbox"/> Mutuel Employee \$50 <input type="checkbox"/> Military Spouse (MILITARY ID REQUIRED)	<input type="checkbox"/> Owner \$150 <input type="checkbox"/> Owner (temp.) \$150 <input type="checkbox"/> Owner/Trainer \$150 <input type="checkbox"/> Racing Official \$100 <input type="checkbox"/> Special Event \$10 <input type="checkbox"/> Stable Agent \$50 <input type="checkbox"/> Stable Employee \$10 <input type="checkbox"/> Steeplechase Jockey \$150 <input type="checkbox"/> Trainer \$150 <input type="checkbox"/> Vendor \$50 <input type="checkbox"/> Vendor Employee \$25 <input type="checkbox"/> Veterinarian \$150 <input type="checkbox"/> Veterinary Asst. \$50 <input type="checkbox"/> Veterinary Tech. \$50	<input type="checkbox"/> Association Employee \$25 (\$10) <input type="checkbox"/> Asst. Trainer (\$35) <input type="checkbox"/> Asst. Trainer/Owner (\$35) <input type="checkbox"/> Dental Tech \$100 <input type="checkbox"/> Driver \$125 <input type="checkbox"/> Driver/Trainer \$125 <input type="checkbox"/> Equine Therapist \$50 (\$25) <input type="checkbox"/> Farm Mgr/Agent \$50 (\$25) <input type="checkbox"/> Farrier \$100 (\$35) <input type="checkbox"/> Farrier Apprentice \$50 (25) <input type="checkbox"/> Jockey (\$35) <input type="checkbox"/> Jockey Agent (\$35) <input type="checkbox"/> Jockey Apprentice (\$35) <input type="checkbox"/> Matinee Driver \$125 <input type="checkbox"/> Mutuel Employee \$50 (\$20)	<input type="checkbox"/> Owner \$125 (\$35) <input type="checkbox"/> Owner (temp.) \$125 (\$35) <input type="checkbox"/> Owner/Driver \$125 <input type="checkbox"/> Owner/Trainer \$125 (\$35) <input type="checkbox"/> Owner/Trainer/Driver \$125 <input type="checkbox"/> Stable Employee \$5 (\$5) <input type="checkbox"/> Trainer \$125 (\$35) <input type="checkbox"/> Racing Official \$100 (\$35) <input type="checkbox"/> Vendor \$50 (\$25) <input type="checkbox"/> Vendor Employee \$25 (\$25) <input type="checkbox"/> Veterinarian \$125 (\$35) <input type="checkbox"/> Veterinary Asst. \$50 (\$25) <input type="checkbox"/> Veterinary Tech \$50 (\$25) <input type="checkbox"/> Military Spouse (MILITARY ID REQUIRED)								
Last Name _____		First Name _____		M.I. _____		Social Security # XXX-XX-_____		Date of Birth _____		Place of Birth _____	
Mailing Address _____				City _____		State _____		Zip Code _____			
Home Phone () _____		Work Phone () _____		Cell Phone () _____		Sex _____		Height _____		Weight _____	
Trainer _____		Applicant's Email Address _____				Hair _____		Eyes _____		Marital Status _____	
Person to notify in case of emergency _____				Phone Number _____							

ALL APPLICANTS MUST ANSWER THE FOLLOWING QUESTIONS-ATTACH ADDITIONAL PAGES IF NEEDED FOR EXPLANATIONS

1. Have you been arrested or charged with a crime, other than a traffic violation, in the last 15 years? Yes _____ No _____ If yes, explain _____

2. Are you currently on parole or probation? Yes _____ No _____ If yes, explain _____

3. Have you ever been fined over \$250 by any racing jurisdiction? Yes _____ No _____ If yes, explain _____

4. Have you or your spouse, parent, child, or sibling (including in-laws) ever had a license denied, revoked, suspended, or have a complaint pending in any jurisdiction? Yes _____ No _____ If yes, explain _____

5. Have you ever been ruled off, ejected, or excluded from racing association grounds? Yes _____ No _____ If yes, explain _____

6. Have you ever been issued a license under another name? Yes _____ No _____ If yes, provide other names _____

PLEASE COMPLETE THE BACK PORTION OF THE FORM

OWNERS ONLY – LIST HORSES YOU PLAN TO RACE THIS YEAR. ATTACH LIST OF HORSES IF MORE SPACE IS NEEDED.

HORSE NAME	YOB	TRAINER'S NAME	OWNERSHIP NAME ON REGISTRATION PAPERS	% OWNED	BREED T,S,Q,A

TRAINERS ONLY- Number of horses in training _____ Number of Employees _____ (Attach List of Employees-Required)

Are you obligated to have worker's compensation insurance covering an employee in connection with racing _____

If yes, indicate company name _____ Policy Number _____ Expiration Date _____ Name of policy holder _____

Trainers:



Initial Here

I understand my responsibilities under KRS 342, Section 630, and if I employ anyone, I understand that I must obtain worker's compensation insurance and a copy of said certificate will be forwarded to the Kentucky Horse Racing and Gaming Corporation office. Failure to, comply with this law may result in the revocation of my racing license. Please initial the box to the left of this section indicating that you have read this article.

ASST. TRAINER ONLY -Name of Trainer you are assistant to _____
Number of horses in your care _____

STABLE EMPLOYEE ONLY: _____ **TRAINER or ASST. TRAINER SIGNATURE REQUIRED**

**VET ASSISTANTS/TECHS/
EQUINE THERAPIST ONLY:** _____ **LICENSED VETERINARIAN SIGNATURE REQUIRED**

EXERCISE RIDER ONLY: _____ **OUTRIDER SIGNATURE REQUIRED**

Exercise riders are not automatically covered by trainers' workers' compensation insurance in case of injury. Ask your trainer about coverage.

ADD \$4.00 FOR CREDIT CARD PROCESSING FEE

If paying by credit card I authorize KHRGC to charge my account for the appropriate license fee plus a \$4.00 processing fee.

Credit card # _____ CVV # _____

Expiration Date _____

Billing address for this card _____

Cardholder's name (as it appears on the card) _____

By my signature, I agree to pay the license fee for this application to KHRGC according to my cardholder agreement

____ Signature ____ Date

ALL APPLICANTS READ AND SIGN AT BOTTOM:

I understand that participation in racing in Kentucky is a privilege and not a right. I agree to comply with all rules, regulations, statutes, and steward's/ judge's directives related to Kentucky racing. I authorize the KHRGC or its agents to conduct a background check to determine my fitness to receive a license, which may include access to public, private and confidential information. I release all providers of information, and release all KHRGC employees and agents from any liability related to the release of any information requested by KHRGC. I agree that my license may be revoked or suspended by the KHRGC at any time. I acknowledge that the KHRGC has the right to search any location described in KRS 230.260(7) and may seize any medication, drug, substance, paraphernalia, object, or device in violation or suspected violation of KRS Chapter 230 or KAR Title 810. I agree to cooperate with the KHRGC during any such investigation and respond correctly to the best of my knowledge if questioned by the KHRGC about a racing matter. I certify that the information contained in this application is accurate and complete, and I understand that any material misrepresentation or omission on this application shall subject me to immediate revocation of any issued license, and all other appropriate penalties under the statutes of the Commonwealth of Kentucky. I agree to "out of competition" drug testing on all race horses which I own or train in conformity with KAR Title 810.

____ Signature/Date


KENTUCKY HORSE RACING & GAMING

ATTN: Licensing
Churchill Downs

3733 South Fourth Street
Louisville, KY 40214

Ph: (502) 638-3815 – Fax: (859) 202-3510

Website: www.khrc.ky.gov – Email: khrclicensing@ky.gov

For KHRG Use Only:

Applicant # _____
License Clerk _____
Check # _____
Cash _____
Credit Card _____
Steward/Security Approval
(if required) _____
RCI Check _____
Date _____

License Application
Licensure Fees – Circle Applicable Fee

	Thoroughbred	Standardbred	Quarter Horse	Other Breeds
AAHP Animal Chiropractor	\$100	\$100	\$50	\$50
AAHP Equine Dental Provider	\$100	\$100	\$50	\$50
Assistant Trainer	\$150	\$125	\$50	\$35
Association Employee	\$25	\$25	\$25	\$10
Claiming	\$150	N/A	N/A	N/A
Driver	N/A	\$125	N/A	N/A
Driver/Trainer	N/A	\$125	N/A	N/A
Equine Therapist	\$50	\$50	\$50	\$25
Exercise Rider	\$10	N/A	\$10	N/A
Farm Manager	\$50	\$50	\$50	\$25
Farrier	\$100	\$100	\$50	\$35
Farrier Apprentice	\$50	\$50	\$50	\$25
Jockey	\$150	N/A	\$50	\$35
Jockey Agent	\$150	N/A	\$50	\$35
Jockey Apprentice	\$100	N/A	\$50	\$35
Matinee Driver	N/A	\$125	N/A	N/A
Mutuel Employee	\$50	\$50	\$25	\$20
Owner	\$150	\$125	\$50	\$35
Owner/Assistant Trainer	\$150	\$125	\$50	\$35
Owner/Driver	N/A	\$125	N/A	N/A
Owner (Temporary)	\$150	\$125	\$50	\$35
Owner/Trainer	\$150	\$125	\$50	\$35
Owner/Trainer/Driver	N/A	\$125	N/A	N/A
Racing Official	\$100	\$100	\$50	\$35
Special Event Employee	\$10	\$10	\$10	\$10
Stable Agent	\$50	\$50	N/A	N/A
Stable Employee	\$10	\$10	\$10	\$10
Steeplechase Jockey	\$150	N/A	N/A	N/A
Trainer	\$150	\$125	\$50	\$35
Vendor	\$50	\$50	\$50	\$25
Vendor Employee	\$25	\$25	\$25	\$25
Veterinarian	\$150	\$125	\$50	\$35
Veterinary Assistant	\$50	\$50	\$25	\$25
Veterinary Tech	\$50	\$50	\$25	\$25
Military Spouse - any category*	Exempt			

Application Year: _____

Have you ever had a
license in Kentucky in
one of these categories?

☐ Yes ☐ No

If "Yes," list type
and years held: _____

SB-U.S.T.A. License #
(if applicable): _____

Expiration: _____

*Valid Military ID Required

Last Name		First Name		M.I.	Social Security # XXX-XX-		Date of Birth		Place of Birth	
Mailing Address				City			State		Zip Code	
Home Phone ()		Work Phone ()		Cell Phone ()		Sex	Height	Weight	Hair	Eyes
Trainer		Applicant's Email Address				Applicant's Employment Duties				
Person to notify in case of emergency						Phone Number				

PLEASE ALSO COMPLETE ALL APPLICABLE PORTIONS OF THE FOLLOWING TWO PAGES

ALL APPLICANTS MUST ANSWER THE FOLLOWING QUESTIONS – ATTACH ADDITIONAL PAGES AS NEEDED

1. Have you ever been arrested or charged with a crime, other than a traffic violation?
- ☐
- Yes
- ☐
- No

If yes, explain: _____

2. Are you currently on parole or probation?
- ☐
- Yes
- ☐
- No

If yes, explain: _____

3. Have you ever been fined over \$1000 by any racing jurisdiction?
- ☐
- Yes
- ☐
- No

If yes, explain: _____

4. Have you or your spouse, parent, child, or sibling (including in-laws) ever had a license denied, revoked, suspended, or have a complaint pending in any jurisdiction?
- ☐
- Yes
- ☐
- No

If yes, explain: _____

5. Have you ever been ejected or excluded from racing association grounds?
- ☐
- Yes
- ☐
- No

If yes, explain: _____

6. Have you ever been issued a license under another name?
- ☐
- Yes
- ☐
- No

If yes, provide other name(s): _____

OWNERS ONLY – List all horses you plan to race this year. Attach additional sheets if more space is needed.

HORSE NAME	YOB	TRAINER'S NAME	OWNERSHIP NAME ON REGISTRATION PAPERS	% OWNED	BREED T,S,Q,A

TRAINERS ONLY –

Number of horses in training _____ Number of Employees _____ (Attach List of Employees - Required)

Are you obligated to have worker's compensation insurance covering an employee in connection with racing? _____

If yes, indicate company name _____

Policy Number _____ Expiration Date _____ Name of Policy Holder _____

☐ Initial Here **I understand my responsibilities under KRS 342, Section 630, and if I employ anyone, I understand that I must obtain worker's compensation insurance, and a copy of said certificate will be forwarded to the Kentucky Horse Racing and Gaming Corporation office. Failure to comply with this law may result in the revocation of my racing license. Please initial the box to the left of this section indicating that you have read this article.**

ASSISTANT TRAINERS ONLY –

Name of Trainer you assist _____ Number of horses in your care _____

STABLE EMPLOYEES ONLY –

Trainer or Assistant Trainer Signature (Required) _____

VET ASSISTANTS/TECHS ONLY –

Licensed Veterinarian Signature (Required) _____

EXERCISE RIDERS ONLY –

Outrider Signature (Required) _____

Exercise riders are not automatically covered by trainers' workers' compensation insurance in case of injury. Ask your trainer about coverage.**ALL APPLICANTS –**If paying by credit card, I authorize KHRGC to charge my account for the appropriate license fee **plus a \$4.00 processing fee.**

Credit Card Number _____ CVV # _____ Expiration Date _____

Billing Address _____

Cardholder's Name (as it appears on the card) _____

By my signature, I agree to pay the license fee for this application to KHRGC according to my cardholder agreement

Signature _____ Date _____

I understand that participation in racing in Kentucky is a privilege and not a right. I agree to comply with all rules, regulations, statutes, and stewards'/judges' directives related to Kentucky racing. I authorize the KHRGC or its agents to conduct a background check to determine my fitness to receive a license, which may include access to public, private, and confidential information. I release all providers of information and release all KHRGC employees and agents from any liability related to the release of any information requested by KHRGC. I agree that my license may be revoked or suspended by the KHRGC at any time and agree to surrender any badges in my possession associated with my license to KHRGC or its designee upon request. I acknowledge that the KHRGC has the right to search any location described in KRS 230.260(7) and may seize any medication, drug, substance, paraphernalia, object, or device in violation or suspected violation of KRS Chapter 230 or KAR Title 810. I agree to cooperate with the KHRGC during any such investigation and respond correctly to the best of my knowledge if questioned by the KHRGC about a racing matter. I certify that the information contained in this application is accurate and complete, and I understand that any material misrepresentation or omission on this application shall subject me to immediate revocation of any issued license, and all other appropriate penalties under the statutes of the Commonwealth of Kentucky. I agree to "out of competition" drug testing on all racehorses which I own or train in conformity with KAR Title 810.

Signature _____ Date _____



KENTUCKY HORSE RACING & GAMING
Kentucky's Safe Bet

KHRGC 3-020-2 (11/2025)

**KENTUCKY HORSE RACING & GAMING
CORPORATION**

4047 Iron Works Parkway
Lexington, Kentucky 40511
Phone: 859-246-2040 Fax: 859-246-2039

WEBSITE: www.khrc.ky.gov

FOR KHRGC USE ONLY:

LICENSE # _____
License Clerk _____
Check # _____ Cash _____
Credit Card _____
Steward/Security Approval
(if required) _____
RCI Check _____
Date _____

TEMPORARY OWNER'S LICENSE APPLICATION

Fees: _____ Thoroughbred \$150 _____ Standardbred \$125 _____ Quarter & Other Horse \$35

DATE OF APPLICATION _____ DATE OF EXPIRATION: _____

Last name	First Name: Mr. ___ Mrs. ___ Ms. ___ Other ___	M.I.	SSN
Mailing address	City	State	Zip Code
Date of Birth			
Home Phone	Work Phone	Cell Phone	Email
Trainer	Sex	Height	Weight
	Hair	Eyes	Marital Status

Trainer's Signature: _____

This Permit is valid for racing purposes only and for a period of 30 days. Completion of the regular licensing procedure is mandatory. Failure to complete the license procedure may result in fine and/or license suspension for both the owner and trainer. This permit is not valid for claiming.

ADD \$4.00 FOR CREDIT CARD PROCESSING FEE.

If paying by credit card I authorize KHRGC to charge my account for the appropriate fee plus \$4.00 processing fee.

Credit card # _____

Expiration date _____

Billing address for this card _____

Cardholder's Name (as it appears on the card) _____

By my signature, I agree to pay the license fee for this application to the KHRGC according to my cardholder agreement

Signature: _____ Date: _____

**KENTUCKY HORSE RACING & GAMING**

ATTN: Licensing

4047 Iron Works Parkway

Lexington, KY 40511

Ph: (502) 573-5528 – Fax: (502) 573-6625

Website: www.khrc.ky.gov – Email: khrclicensing@ky.gov**For KHRG Use Only:**

Applicant # _____
 License Clerk _____
 Check # _____
 Cash _____
 Credit Card _____
 Steward/Security Approval
 (if required) _____
 RCI Check _____
 Date _____

Temporary Owner's License Application**Temporary Owner Licensure Fees – Circle Applicable Fee**

Thoroughbred	Standardbred	Quarter Horse	Other Breeds
\$150	\$125	\$50	\$35

Date of Application: _____ **Date Temporary License Will Expire:** _____

Last Name		First Name		M.I.	Social Security # XXX-XX-XXXX		Date of Birth	
Mailing Address				City		State		Zip Code
Home Phone ()		Work Phone ()		Cell Phone ()		Email Address		
Trainer Name				Name of Person Completing Form				
Signature of Person Completing Form								

This Permit is valid for racing purposes only and for a period of 30 days. Completion of the regular licensing procedure is mandatory. Failure to complete the license procedure may result in fine and/or license suspension for both the owner and trainer. This permit is not valid for claiming.

 If paying by credit card, I authorize KHRGC to charge my account for the appropriate license fee plus a \$4.00 processing fee.

Credit Card Number _____ CVV # _____ Expiration Date _____

Billing Address _____

Cardholder's Name (as it appears on the card) _____

By my signature, I agree to pay the license fee for this application to KHRGC according to my cardholder agreement

Signature _____ Date _____



CHANGE IN APPLICATION INFORMATION FORM

Pursuant to 810 KAR 3:020, Section 17, I certify that the following changes have occurred since the date my application was submitted for licensure this year.

Name: _____

Criminal charges:

Criminal convictions:

License denials and license suspensions of ten (10) days or more:

License revocations or fines of five hundred dollars (\$500) or more in other jurisdictions:

Racing related disciplinary charges pending in other jurisdictions:

Withdrawal, with or without prejudice, of a license application by the licensee in any jurisdiction:

Other changes:

Licensee/Applicant Signature

Date



KENTUCKY HORSE RACING & GAMING
ATTN: Licensing
4047 Iron Works Parkway
Lexington, KY 40511
Ph: (502) 573-5528 – Fax: (502) 573-6625
Website: www.khrc.ky.gov – Email: khrclicensing@ky.gov

Change in Application Information Form

Licensee/Applicant Name: _____ **Date:** _____

Pursuant to 810 KAR 3:020, Section 17, I certify that the following changes have occurred since the date my application was submitted for licensure this year.

Criminal Charges:

Criminal Convictions:

License Denials and License Suspensions of Ten (10) Days or More:

License Revocations or Fines of \$1000 or More in Other Jurisdictions:

Racing-Related Disciplinary Charges Pending in Other Jurisdictions:

Withdrawal, With or Without Prejudice, of a License Application in Any Jurisdiction:

Any Other Changes:

Licensee/Applicant Signature _____ **Date** _____



VETERINARIAN APPROVAL FORM

Name of Veterinary Technician, or Veterinary Assistant:

Category: _____

Pursuant to 810 KAR 3:020, Section 5(1), I hereby certify that the above named individual is either working or supervised by me and that I am a currently licensed veterinarian with the Commonwealth of Kentucky.

Name of Equine Therapist:

Category: _____

Pursuant to 810 KAR 3:020, Section 5(1), I hereby attest to the skill and integrity of the above named equine health professional and that I am a currently licensed veterinarian with the Commonwealth of Kentucky.

Practicing Veterinarian Name: _____

Practicing Veterinarian Signature

Date

Chief Veterinarian Signature

Date

Licensee/Applicant Signature

Date



KENTUCKY HORSE RACING & GAMING
ATTN: Licensing
4047 Iron Works Parkway
Lexington, KY 40511
Ph: (502) 573-5528 – Fax: (502) 573-6625
Website: www.khrc.ky.gov – Email: khrclicensing@ky.gov

Veterinarian Approval Form

Name of Applicant for Licensure as a Veterinary Assistant, Technician, or Technologist

Specialization: _____

Years of Experience and Other Qualifications in this Field: _____

Pursuant to 810 KAR 3:020, Section 5(1), I hereby certify that the above-named individual is either working or supervised by me and that I am a currently a licensed veterinarian with the Commonwealth of Kentucky.

Veterinarian Name: _____

Veterinarian Signature: _____ Date _____

Name of Applicant for Licensure as an Equine Therapist

Specialization: _____

Years of Experience and Other Qualifications in this Field: _____

Pursuant to 810 KAR 3:020, Section 5(1), I hereby attest to the skill and integrity of the above-named equine health professional and that I am a currently licensed veterinarian with the Commonwealth of Kentucky.

Veterinarian Name: _____

Veterinarian Signature: _____ Date _____

Licensee/Applicant Signature _____ Date _____

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming Corporation
FROM: Ashleigh Bailey, Chief Legal Officer
DATE: November 18, 2025
RE: **PROPOSED AMENDMENTS TO 820 KAR 1:032**

Kentucky Horse Racing and Gaming Staff recommend the KHRGC Board approve the following amendments to 820 KAR 1:032. A copy of the regulation with the proposed changes is enclosed.

820 KAR 1:032, Pulltabs

General Amendments

- Added statutory authority from KRS 230
- Changed "department" to "the Office" throughout

Section 29: Independent Facility Certification for Electronic Pulltabs

- Add requirement that independent testing facilities must be approved by the Office of Charitable Gaming within the KHRGC. This is consistent with requirement for Bingo in 820 KAR 1:042.

Section 33: Charitable Organization Requirements

- Amends the rule to state that beginning July 1, 2025, the play of electronic charity game tickets and electronic pulltab devices shall not be authorized at any additional locations beyond the office location of the charitable organization, the location where the charitable organization is licensed to conduct bingo, and the location where pre-approved charitable fundraising events are authorized to reflect the General Assembly's moratorium in HB775. The amendment also states those additional locations authorized prior to July 1, 2025, may retain those licenses on the condition of continued compliance with all applicable statutes and regulations.
- Amends the rule to require a Chairperson for a charitable organization may not be an on-duty employee of any business leased by a charitable gaming facility licensee in an additional location and that a Chairperson shall not be compensated by the leased business, charitable gaming facility licensee, or the charitable organization.

KHRG staff recommends approval of the proposed amendments.

BOARD ACTION

_____ Approve
_____ Defer
_____ Deny

@kyhorseracing | KHRG.KY.GOV

An Equal Opportunity Employer M/F/D

1 KENTUCKY HORSE RACING AND GAMING CORPORATION
2 820 KAR 1:032. Pulltabs.
3 RELATES TO: KRS 238.505, 238.545
4 STATUTORY AUTHORITY: KRS 238.510, KRS 238.515, 238.545, KRS 230.215, KRS 230.260
5 CERTIFICATION STATEMENT: This certifies that this administration regulation complies with
6 the requirements of 2025 RS HB6, Section 8.
7 NECESSITY, FUNCTION, AND CONFORMITY: KRS 230.215 and KRS 230.260 vests in the
8 Kentucky Horse Racing and Gaming Corporation exclusive jurisdiction over charitable gaming in
9 the Commonwealth, power to promulgate administrative regulations prescribing conditions under
10 which all charitable gaming is to be conducted. KRS 238.510 created the Office of Charitable
11 Gaming as an office within the Kentucky Horse Racing and Gaming Corporation. KRS 238.515
12 authorizes the Office[Department] of Charitable Gaming ("the Office") to establish and enforce
13 reasonable standards for the conduct of charitable gaming. KRS 238.545 requires the
14 Office[department] to establish standards for pulltab construction, distribution, electronic pulltabs,
15 and rules of play. This administrative regulation establishes those standards.
16 Section 1. Definitions. These definitions shall apply to all administrative regulations relating to
17 pulltabs or electronic pulltabs.
18 (1) "Bonus round" means a single, new screen, apart from ordinary gameplay, that incrementally
19 reveals the results of a single electronic pulltab ticket either by simulating the opening of
20 additional tickets or simulating a prize board from which a player may pick symbols or icons.
21 (2) "Cumulative pulltab game" means a pulltab game consisting of multiple pulltab deals or game
22 sets that is designed by the manufacturer so that a portion of each deal's predetermined payout is
23 designated to a prize pool board.

1 (3) "Deal" means each separate game or series of pulltabs that have the same serial number and
2 that may be composed of multiple packages.

3 (4) "Electronic pulltab system" means:

4 (a) A central computer system, which may be an optional site system;

5 (b) Electronic pulltab devices;

6 (c) Point of sale stations;

7 (d) Secondary components; and

8 (e) Proprietary software that contains reporting and control functions whereby the central
9 computer system communicates with the electronic pulltab devices for the purpose of
10 distributing a finite number of electronic pulltabs, a certain number of which, if randomly
11 selected, entitle a player to prize awards at various levels.

12 (5) "Event game" means a type of pulltab game, with or without a seal card, that is designed by
13 the manufacturer so that certain prizes are determined by:

14 (a) The draw of a bingo ball; or

15 (b) A method of randomly selecting numbers or symbols that correspond to the numbers or
16 symbols printed on a paper or electronic pulltab.

17 (6) "Fixedbase electronic pulltab device" means a single personal computing device that has been
18 loaded with proprietary software by a licensed manufacturer to enable it to function as an
19 electronic pulltab device.

20 (7) "Flare" means the paper included with a deal of paper pulltabs, or the electronic representation
21 of a paper flare included with a game set of electronic pulltabs, that identifies the game, the rules
22 of the game, the payout structure, and other information required by this administrative
23 regulation.

- 1 (8) "Form number" means a manufacturer's alphanumeric number that identifies a pulltab payout
2 structure.
- 3 (9) "Game set" means the entire deal of finite electronic pulltabs that contains predefined and
4 randomized game results assigned under a unique serial number.
- 5 (10) "Game subset" means a division of a game set into equal sizes following randomization,
6 with each game subset also identified by a unique serial number.
- 7 (11) "Hand-held electronic pulltab device" means a single tablet or hand-held computer, other
8 than a mobile phone or similar hand-held device that is either manufactured or customized by the
9 manufacturer to operate as an electronic pulltab device.
- 10 (12) "Jackpot prize in a progressive pulltab game" or "progressive jackpot prize" means a prize
11 in addition to the instant or seal card prizes that is carried over from deal to deal, or game set to
12 game set, until it is won.
- 13 (13) "Jar ticket" means a type of pulltab game ticket that is folded, glued, or stapled.
- 14 (14) "Last sale" means a pulltab game designed by the manufacturer in which a prize is awarded
15 to the person who bought the last pulltab or electronic pulltab in a deal or game set.
- 16 (15) "Multipackaged pulltab deal" means a pulltab game consisting of a single deal or game set
17 of not more than 25,000 tickets that is packed or electronically grouped in subsets and in which
18 each subset contributes to a prize pool with or without a prize board.
- 19 (16) "Progressive pulltab game" or "carryover pulltab game" means a pulltab game consisting of
20 one (1) or more deals or game sets designed by the manufacturer so that a portion of the deal's
21 predetermined prize payout is designated to a progressive jackpot and the jackpot value may
22 accumulate from one (1) deal to the next deal until won.
- 23 (17) "Pulltab" means a charity game ticket as defined by KRS 238.505(5).

1 Section 2. Conformity of Paper Pulltabs.

2 (1) A licensed distributor of charitable gaming supplies and equipment shall distribute in
3 Kentucky only those paper pulltabs conforming to the requirements of this administrative
4 regulation.

5 (2) A licensed charitable organization shall sell to the public only those paper pulltabs conforming
6 to the requirements of this administrative regulation.

7 Section 3. Paper Pulltab Construction Standards.

8 (1) Pulltabs shall be constructed so that the concealed numbers, symbols, or winner protection
9 features cannot be viewed or determined from the outside of the pulltab using a high intensity
10 lamp of up to and including 500 watts, with or without utilizing a focusing lens.

11 (2) The deal shall be designed, printed, glued, cut, and assembled in a manner to prevent
12 determination of a winning or losing ticket without removing the tabs or otherwise uncovering
13 the symbols or numbers as intended.

14 (3) Each pulltab in a deal shall bear the same serial number. If a seal card is used with a pulltab
15 deal, the seal card shall bear the same serial number as each pulltab. Only one (1) serial number
16 shall be used in a deal. A serial number used in a deal of pulltabs shall not be repeated by the
17 same manufacturer on that same manufacturer's form number within a three (3) year period.

18 (4) If the pulltab utilizes a window, the numbers or symbols on the pulltab shall be fully visible
19 in the window and shall be placed so that no part of a symbol or number remains covered when
20 the tab is removed. Displacement of the symbol to the left or right in a window may be used for
21 increased game security. Additional security devices or methods, including a laminate underneath
22 a window, may be used by a manufacturer.

1 (5) It shall not be possible to distinguish winning pulltabs from losing pulltabs through variations
2 in printing graphics or colors, including those involving different printing plates.

3 (6) All winning pulltabs shall have at least one (1) winner protection feature. In addition, all
4 winning pulltabs that entitle a player to an instant prize of greater than twenty (20) dollars shall
5 include an additional form of winner protection. Numeral jar tickets with colored winning
6 numerals shall not be required to have secondary winner protection.

7 (7) All pulltabs shall be glued on the window edges and between each window. The glue shall be
8 of sufficient strength and type to prevent the separation or delamination of the pulltab. For banded
9 tickets, the glue shall be of sufficient strength and quality to prevent the separation of the band
10 from the ticket.

11 (8) The window slits on each break-open ticket shall be perforated on at least three cut sides. The
12 ties shall be of a sufficient thickness or strength to prevent unauthorized peering under the
13 windows and so that unauthorized peering under the windows can be detected. It shall not be
14 possible to isolate winning or potential winning tickets from variations to the size or the
15 appearance of a cut edge of the pulltab comprising a particular game.

16 (9) Except as provided in subsections (10) and (11) of this section, the minimum information that
17 shall be printed on an unopened pulltab with an overall area of two and five-tenths (2.5) square
18 inches or more shall be:

19 (a) The name of the manufacturer, or its distinctive logo;

20 (b) The name of the game;

21 (c) The manufacturer's form number;

22 (d) The price per individual pulltab;

1 (e) The unique minimum five (5) digit game serial number, printed on the game information
2 side of the pulltab; and

3 (f) The number of winners and respective winning numbers or symbols, and specific prize
4 amounts.

5 (10) A pulltab with an overall area of at least one and six tenths (1.6) square inches unopened but
6 less than two and five tenths (2.5) square inches unopened shall:

7 (a) Have printed on it, at a minimum, the information listed in subsection (9)(a), (b), (c), (d),
8 and (e) of this section; and

9 (b) Not be required to have the information listed in subsection (9)(f) of this section.

10 (11) A pulltab with an overall area of less than one and six-tenths (1.6) square inches unopened
11 shall:

12 (a) Have printed on it, at a minimum, the information listed in subsection (9)(a) and (e) of this
13 section; and

14 (b) Not be required to have the information listed in subsection (9)(b), (c), (d), or (f) of this
15 section.

16 Section 4. Randomization of Paper Pulltabs. Winning paper pulltabs shall be distributed and mixed
17 among all other pulltabs in a deal to eliminate any pattern between deals, or portions of deals. The
18 pulltab deal shall be assembled so that the winning pulltabs cannot be distinguished. Winning
19 tickets shall be randomly distributed throughout the deal. Banded tickets packaged in bags, rather
20 than boxes, shall be subject to these requirements.

21 Section 5. Packaging and Distribution of Paper Pulltabs.

22 (1)

1 (a) Each paper pulltab deal's package, box, or other container shall be sealed or taped at every
2 entry point at the manufacturer's factory with a tamper resistant seal or tape.

3 (b) The seal or tape shall be visible under the shrink-wrap or from outside the container and
4 shall be constructed to guarantee that, if the container is opened or otherwise tampered with,
5 evidence of the opening or tampering will be easily detected.

6 (c) The seal or tape shall include a warning to the purchaser that the deal may have been
7 tampered with if the package, box, or other container is received by the purchaser with the seal
8 or tape broken.

9 (d) If the deal is packaged in a plastic bag, the entry point shall be completely sealed by the
10 application of heat or adhesive. The warning may be imprinted in the plastic.

11 (2) A deal's serial number shall be clearly and legibly placed on:

12 (a) The outside of the deal's package, box, or other container; or

13 (b) The inside of the deal's package, box, or other container if it is clearly visible from the
14 outside of the package, box, or other container.

15 (3) Manufacturers shall print on or affix to the outside of the package or container of pulltabs or
16 include inside the package or container, in bold print of sufficient size to be easily read, a message
17 that states substantially the following: "tickets shall be removed from this packaging container
18 and thoroughly mixed prior to sale to the public."

19 (4) Manufacturers shall include with every deal of pulltabs a bar code label that contains at a
20 minimum the name of the manufacturer or its distinctive logo, the game form number, and the
21 game serial number. The bar code label shall be visible from the outside of the package, box, or
22 other container.

23 Section 6. Flares and Seal Cards for Paper Pulltabs.

1 (1) Every deal of pulltabs shall contain a flare or a seal card. The manufacturer shall print directly
2 on the paper flare or seal card the following information:

3 (a) The name of the game;

4 (b) The manufacturer's name or logo;

5 (c) The manufacturer's form number;

6 (d) The game serial number;

7 (e) The ticket count;

8 (f) The prize structure, including a description of the number of winning pulltabs by
9 denomination, with their respective winning symbols or number combinations, and amounts
10 dedicated to the prize pool in a seal card game with a cumulative prize, or a carryover or
11 progressive prize; and

12 (g) The cost per play.

13 (2) Every deal of pulltabs shall contain instructions on how to play the game.

14 Section 7. Cumulative Games and Carryover or Progressive Games.

15 (1) The rules for cumulative games, carryover, or progressive games shall apply to both paper
16 and electronic pulltabs.

17 (2) The amount dedicated to a cumulative prize pool or a carryover or progressive jackpot shall
18 be predetermined by the manufacturer and built into the payout structure for the game.

19 (a) For paper pulltabs, the dedicated amount shall be printed by the manufacturer on either the
20 flare or seal card for each game or on each ticket in each game.

21 (b) For electronic pulltab games, the dedicated amount shall be included by the manufacturer
22 on the flare or seal card for each game.

1 (3) All games contributing to the cumulative prize pool or the carryover or progressive jackpot
2 shall be of the same form number.

3 (4) The paper or electronic flare or seal card for the carryover or progressive jackpot shall contain
4 an area in which the current amount of the carryover or progressive jackpot can be posted.

5 (5) If a carryover or progressive pulltab game uses a progressive jackpot prize card that is separate
6 from the jackpot seal, the jackpot card shall contain prize space for the organization to record the
7 serial numbers of all games contributing to the jackpot prize.

8 (6) If a carryover or progressive pulltab game uses a jackpot prize card that is separate from the
9 jackpot seal card, each deal of the game shall possess both a seal card and a jackpot prize card
10 that has the serial number of the deal affixed to it by the manufacturer.

11 (7) In a carryover or progressive pulltab game, the organization shall either start a new jackpot
12 card with each deal or use the original jackpot card until won. The organization shall maintain
13 each jackpot card used.

14 (8) A progressive pulltab game shall not be designed by the manufacturer to give any player
15 initial odds greater than a fifty (50) percent chance to win the progressive jackpot.

16 (9) If a paper pulltab game contributes to a progressive raffle jackpot, a licensed charitable
17 organization shall not sell a similar version of that paper pulltab game unless it also contributes
18 to a progressive raffle jackpot. All paper pulltab game tickets that contribute to a progressive
19 raffle jackpot shall be sold for cash and shall not be used as a merchandise prize for any bingo,
20 pulltab, or door prizes.

21 Section 8. Event Games.

22 (1) The rules for event games shall apply to both paper and electronic pulltabs.

23 (2) An event game shall not contain a "last sale" feature.

1 (3) The number of winners and the prize amounts shall be built into the payout structure for the
2 game by the manufacturer.

3 (4) An event ticket prize shall not exceed the individual ticket prize limit for a pulltab game.

4 (5) The prize for an event pulltab game shall not be considered a bingo prize.

5 Section 9. Multipackaged Pulltab Deals.

6 (1) The rules for multipackaged pulltab deals shall apply to both paper and electronic pulltabs.

7 Every package shall be played for the deal to show the stated profit.

8 (2) Each package may contain individual winners if desired. If each package contains a winner,
9 the game shall contain a method of verifying from which package the winner was sold.

10 Section 10. Tracking by Manufacturer. Every manufacturer of paper pulltabs shall maintain records
11 sufficient to track each deal of paper pulltabs, by serial number and form number, from the
12 manufacturer to the next point of sale for thirty-six (36) months. The records shall be subject to
13 inspection by Office~~[department]~~ staff.

14 Section 11. Tracking by Distributor.

15 (1) Every distributor of paper and electronic pulltabs shall maintain records sufficient to track
16 each deal of paper and electronic pulltabs, by serial number and form number, from purchase by
17 the distributor to the next point of sale for thirty-six (36) months. The records shall be subject to
18 inspection by Office~~[department]~~ staff.

19 (2) For sales in the Commonwealth of Kentucky or to residents of Kentucky, the records required
20 under this section shall be sufficient if the distributor records the name of the purchaser and
21 makes and retains a copy of the Kentucky charitable gaming license or exemption number of the
22 purchaser at the next point of sale.

23 Section 12. Requirements of Distributor Invoice.

1 (1) Distributors selling paper pulltabs to charitable organizations or other distributors shall
2 provide the charitable organization or other distributor with an invoice that contains, at a
3 minimum, the following information:

- 4 (a) The purchaser's name, address, and license number;
- 5 (b) The address to which the shipment was delivered;
- 6 (c) The date of sale or credit;
- 7 (d) The conditions of the sale or credit;
- 8 (e) The quantity of pulltabs sold including the number of deals, the name of each deal, the
9 tickets per deal, and the serial number and form number of the deal;
- 10 (f) The total invoice amount;
- 11 (g) The name of the person who ordered the supplies;
- 12 (h) The name of the person making the delivery;
- 13 (i) The date of delivery or date the item was picked up for sale or credit;
- 14 (j) The place or manner of delivery; and
- 15 (k) The name and signature of the person taking delivery, if any.

16 (2) A distributor may deliver paper pulltabs to an agreed secure location or to an identified person.
17 An invoice not challenged within seven (7) days of delivery shall be determined as accurate. Any
18 challenge to an invoice shall be made in writing to the distributor and a copy shall be sent to the
19 Office~~department~~.

20 Section 13. Defects.

21 (1) If a defect in packaging or construction of a paper pulltab is discovered by an organization,
22 the defect shall be reported to the distributor within fifteen (15) days. The distributor shall correct

1 the defect or replace the defective items within a reasonable time, or, if the product cannot be
2 replaced or the defect corrected, the distributor shall provide a refund to the organization.

3 (2) If the Office[department], in consultation with the manufacturer, determines that a defect
4 actually exists, and the defect affects game security or otherwise threatens public confidence in
5 the game, the Office[department] shall, with respect to paper pulltabs for use in Kentucky, require
6 the manufacturer to:

- 7 (a) Recall the affected pulltabs that have not been sold at retail to licensed organizations; or
- 8 (b) Issue a total recall of all affected deals.

9 (3) In choosing and directing a particular recall in accordance with subsection (2) of this section,
10 the Office[department] shall be guided in each circumstance by any combination of the following
11 factors:

- 12 (a) The nature of the defect;
- 13 (b) Whether the defect affected game security;
- 14 (c) Whether the defect affected game playability;
- 15 (d) Whether the defect was limited to a specific number of deals of a particular form number;
- 16 (e) Whether the defect was easily detectable by a charitable organization;
- 17 (f) Whether the defect was easily detectable by members of the general public;
- 18 (g) Whether the defect threatens public confidence in the game; or
- 19 (h) Whether the defect is capable of being used to adversely affect the fair play of the game.

20 (4) In consultation with the manufacturer, the Office[department] shall determine a specific date
21 for the recall to be completed and whether the manufacturer is required to reimburse the
22 organization or distributor.

23 Section 14. Pulltab Dispenser Construction and Use.

1 (1) A pulltab dispenser shall not be sold, leased, or otherwise furnished to any person in the state
2 unless it has been approved by the Office~~[department]~~.

3 (2) Before approval by the Office~~[department]~~, a dispenser that is identical to the dispenser
4 intended to be sold, leased, or otherwise furnished shall be certified by an independent testing
5 laboratory that the dispenser satisfies the manufacturing requirements established in Section 15
6 of this administrative regulation.

7 (3) If granted, approval shall extend only to the specific dispenser model approved, and any
8 modification shall first be approved by the Office~~[department]~~.

9 Section 15. Requirements of Pulltab Dispensers. Each pulltab dispenser shall meet the following
10 requirements:

11 (1) Contain a three (3) prong ground and surge protector, and shall be capable of withstanding
12 static electricity;

13 (2) Accommodate pulltabs of different sizes;

14 (3) Be constructed so that customers can see how many pulltabs remain within the dispenser, or
15 have resettable counters visible to the customer indicating the number of pulltabs left in each
16 column of the dispenser;

17 (4) Have an outlet or tray to catch dispensed pulltabs;

18 (5) Accurately dispense the correct number of pulltabs;

19 (6) Contain one (1) or more player buttons on the front of the dispenser to dispense pulltabs if
20 pressed;

21 (7) Contain an illuminated electronic display to display the value of money deposited;

- 1 (8) Be capable, if a malfunction occurs or the electrical power is interrupted after the money has
2 been validated, of accurately redisplaying the value of the money after the malfunction or power
3 is restored;
- 4 (9) Not dispense any credits, or validate, read, or redeem a winning pulltab;
- 5 (10) If using bill acceptors or similar devices that do not return change, clearly disclose that fact
6 to the customer;
- 7 (11) Not have a video screen or produce audio sounds except for security alarms;
- 8 (12) Not resemble a slot machine or other gambling device;
- 9 (13) Contain the manufacturer's name, dispenser's serial number and model number, and date of
10 manufacture, all of which shall be permanently affixed to the side of the dispenser;
- 11 (14) Have an on/off switch in an inconspicuous location on the exterior of the dispenser;
- 12 (15) Not record test sales of pulltabs or money acceptances on the dispenser's accounting meters;
- 13 (16) Contain a nonresettable accounting meter for total money validated and for the total of
14 pulltabs dispensed and shall be capable of retaining this information for six (6) months after
15 power has been disconnected;
- 16 (17) Contain an EPROM microchip, microprocessor, or other verifiable electronic program
17 storage media which holds the dispenser's programming code and which is identical in all
18 respects to the manufacturer's programming code approved by the Office~~[department]~~;
- 19 (18) Contain a RAM or an EPROM microchip equipped with a RAM microchip, which shall be
20 installed with a tamper-proof seal inside the dispenser, or a microprocessor or flash memory
21 microchip, or other verifiable electronic program storage media, which shall maintain the same
22 information as required in subsection (17) of this section for six (6) months after power has been
23 disconnected.;

- 1 (19) Automatically discontinue operation if any nonresettable accounting meter, RAM
2 microchip, EPROM microchip, microprocessor, or other verifiable electronic program storage
3 media is disconnected; and
- 4 (20) Contain at least one (1) electronic money validator that shall:
- 5 (a) Only validate United States money;
- 6 (b) Not validate money in denominations in excess of twenty (20) dollars;
- 7 (c) Transmit the value of validated money to the pulltab dispenser;
- 8 (d) Be equipped with mechanisms to ensure that pulltabs will not be dispensed unless the money
9 is validated and retained;
- 10 (e) Be capable of preventing acceptance of known counterfeit money;
- 11 (f) Return any invalid money to the player;
- 12 (g) Have at least one (1) removable stacker box capable of stacking bills or a removable drop
13 box contained in a separate locked compartment; and
- 14 (h) Automatically discontinue accepting or validating money if a malfunction occurs or if
15 electrical power to the dispenser or currency validator is interrupted.

16 Section 16. Pulltab Dispensing Limitations.

- 17 (1) A charitable organization shall not use a dispenser until the charitable organization that
18 previously used the dispenser has removed its pulltabs and money from the dispenser.
- 19 (2) Each charitable organization operating the dispenser shall place upon the dispenser an
20 identification label that displays the organization's name and license number.
- 21 (3) The keys to open the locked doors to the dispenser's ticket dispensing area and cash box shall
22 be solely in the possession and control of the designated chairperson of the charitable
23 organization conducting the charitable gaming session.

1 (4) The entire deal of pulltabs shall be sold from the dispenser and shall not be sold on the floor.

2 (5) All pulltabs in any one (1) column shall have the same serial number.

3 (6) A licensee shall not display, use, or otherwise furnish a dispenser that has in any manner been
4 tampered with or that otherwise may deceive the public or affect a person's chances of winning.

5 (7) A pulltab deal shall not be placed in the dispenser until the entire deal of pulltabs previously
6 in the dispenser has been played out or permanently removed.

7 (8) After placement in the dispenser, a pulltab shall not be removed from the dispenser, except
8 for those pulltabs:

9 (a) Actually played by consumers;

10 (b) Removed by Office~~[department]~~ representatives or law enforcement agencies;

11 (c) Temporarily removed during necessary repair, and maintenance; or

12 (d) Removed at the end of the charitable gaming session.

13 (9) At least one (1) chairperson who is listed on the application for licensure shall be present at
14 all times a pulltab dispenser is in use and shall be responsible for the administration and conduct
15 of the pulltab dispenser.

16 (10) An organization utilizing a pulltab dispenser at its office location or owned premises shall
17 only utilize the dispenser during business hours.

18 Section 17. Pulltab Dispenser Inspection. The Office~~[department]~~ or its authorized representatives
19 may examine and inspect any automated pulltab dispenser. The examination and inspection shall
20 include immediate access to the dispenser and unlimited inspection of all parts of the dispenser.

21 Section 18. Pulltab Dispenser Recordkeeping.

22 (1) Each licensed charitable organization shall maintain the following information in connection
23 with its use of an automated pulltab dispenser:

- 1 (a) Date of purchase or lease of each dispenser;
- 2 (b) Model and serial number of each dispenser;
- 3 (c) Purchase or lease price of each dispenser;
- 4 (d) Name, address, and license number of the distributor from whom the dispenser was
- 5 purchased, leased or otherwise furnished; and
- 6 (e) A record of all maintenance and repairs relating to the dispenser.

7 (2) Manufacturers and distributors shall maintain the following information in connection with
8 each sale or lease of a dispenser:

- 9 (a) Date of sale or lease;
- 10 (b) Quantity sold or leased;
- 11 (c) Cost per dispenser;
- 12 (d) Model and serial number of each dispenser; and
- 13 (e) Name, address, and license number of the purchaser or lessee.

14 (3) All records, reports, and receipts relating to dispenser sales, maintenance and repairs required
15 to be maintained shall be retained for a period of three (3) years for examination by the
16 Office[department].

17 Section 19. Pulltab Dispenser Defects.

18 (1) If the Office[department] detects or discovers any defect or malfunction with the dispenser
19 that is not temporary in nature or affects the integrity or security of the pulltab game, the
20 Office[department] shall direct the manufacturer, distributor, or organization to cease the sale,
21 lease, or use of the dispenser, as applicable, and shall require the manufacturer to correct the
22 defect, malfunction, or problem or recall the dispenser immediately upon notification by the
23 Office[department] to the manufacturer.

(2) If the manufacturer, distributor, or organization detects or discovers any defect or malfunction with the dispenser that is not temporary in nature, the entity shall immediately remove the dispenser from use and notify the Office~~[department]~~ of that action.

Section 20. Pulltab Rules of Play.

(1) All individuals involved in the sale of pulltabs shall be trained in the proper conduct of the game and control of funds.

(2) The chairperson shall be in full charge of the charitable gaming session, supervise and direct all volunteers, and be responsible for assuring the proper receipt and recording of gaming funds.

(3) More than one (1) charitable organization shall not conduct gaming at the same time and location as another charitable organization, except for raffles and licensed charity fundraising events.

(4) Each organization's gaming supplies shall be maintained in a location separate from another organization's gaming supplies. This location shall also be locked and access shall be controlled.

(5) Except for a charity fundraising event, a volunteer at any other charitable gaming session at which pulltabs are sold shall not purchase or play pulltabs at that charitable gaming session. At a charity fundraising event, a volunteer may purchase or play pulltabs on a day the volunteer does not work, and from a deal the volunteer does not sell.

(6) If the charitable organization has house rules concerning its charitable gaming session, the house rules shall:

(a) Be posted in at least two (2) conspicuous locations at the charitable gaming session and announced prior to the commencement of the charitable gaming session or be listed on the program;

(b) Not conflict with KRS Chapter 238 or 820 KAR Chapter 1;

1 (c) Be followed; and

2 (d) Include the organization's name and license number.

3 Section 21. Playing.

4 (1) The flare or seal card for paper pulltabs, including a progressive jackpot card relating to a
5 carryover or progressive prize, or a prize board relating to a game with a cumulative prize, shall
6 be posted by the licensed charitable organization in the vicinity of the deal and in full and
7 complete view of the players while the deal is in play, including the time after all tickets have
8 been sold until all prizes have been claimed, or the time to claim prizes has expired. Electronic
9 pulltab games shall include an electronic flare or seal card, including a progressive jackpot card
10 relating to carryover or progressive prizes, that is available for view on the electronic pulltab
11 device by players at all times while the game set is in play.

12 (2) Paper pulltabs shall not be sold to the public from the original packing box or container. Paper
13 pulltabs shall be removed from the original box or container and mixed by shuffling together
14 prior to sale.

15 (3) If a deal of paper pulltabs is packed in more than one (1) box or container, an individual
16 container shall not designate a winner or contain a disproportionate number of winning or losing
17 tickets. Each package, box, or container shall be placed out for play at the same time unless the
18 deal is designed by the manufacturer to be played in subsets. Those subsets may be placed out
19 for play in succession.

20 (4) Paper pulltabs that have been marked, defaced, altered, tampered with, received in packaging
21 that is not tamper-resistant, or otherwise constructed in a manner that tends to deceive the public
22 or affect the chances of winning or losing, shall not be placed into play. The organization shall

1 notify the Office[department] of Charitable Gaming of the existence of these tickets in writing
2 within fifteen (15) days.

3 (5) Before placing a deal into play, the charitable organization shall verify that the serial number
4 on the paper pulltabs within each deal matches the serial number on the flare or seal card
5 accompanying the deal by conducting a random sampling of pulltabs within each deal. If the
6 charitable organization determines that serial numbers on tickets within a deal or game set do not
7 match the serial number on the flare or seal card accompanying the deal or game set, the
8 organization shall not place the deal or game set into play and shall notify that distributor. If the
9 distributor does not correct the problem within thirty (30) days, the organization shall notify the
10 Office[department] in writing.

11 (6) Any licensed charitable organization that sells pulltabs from its office location or from a
12 pulltab dispenser shall comply with 820 KAR Chapter 1 regarding the play, proper
13 recordkeeping, and reporting of those sales. The sales shall be reported on the financial report.

14 (7)

15 (a) If a deal or game set is not played to completion and there remain unsold winning pulltabs,
16 the licensed charitable organization conducting the gaming shall sell the remaining pulltabs on
17 the next appointed date for charitable gaming activities.

18 (b) If no future date is anticipated, the licensed charitable organization shall consider the deal
19 or game set closed or completed, declare the winners, and post winning numbers for fifteen (15)
20 days with information directing the method of claiming a prize at its office location. All unsold
21 pulltabs shall be retained pursuant to subsection (15) of this section.

1 (c) If no winning pulltabs remain in the paper deal, the licensed charitable organization may
2 consider the deal closed or completed, declare the winners, and shall retain unsold pulltabs
3 pursuant to subsection (15) of this section.

4 (d) A licensed charitable organization shall not complete play of a deal, game set, or a seal card
5 it did not initiate.

6 (8) A pulltab shall not be sold to the public at a price different than that generated by the
7 manufacturer of the pulltab upon the flare or seal card that accompanies the deal or game set.

8 (9) Only authorized representatives of the charitable organization conducting the event at which
9 pulltabs are sold shall verify the serial numbers and winner protections for all winning pulltabs
10 redeemed.

11 (10) In playing paper pulltabs that utilize a seal card, a charitable organization shall not award a
12 prize to the holder of a winning pulltab unless the serial number on the ticket presented for
13 redemption matches the serial number on the seal card. In a progressive pulltab game, the serial
14 number on the tickets shall be checked in accordance with Section 6 of this administrative
15 regulation.

16 (11) A charitable organization shall award prizes to winners of pulltabs only in accordance with
17 the prize structure indicated on the flare or seal card accompanying the deal or game set of tickets
18 as designed by the manufacturer. If multiple prize structures are indicated on the flare or seal
19 card, the charitable organization shall announce to the patrons and circle on the paper flare or
20 seal card the prize structure to be awarded before placing the deal or game set into play.

21 (12) A holder of a winning pulltab shall have fifteen (15) days to redeem the winning ticket. If
22 the prize is not claimed within fifteen (15) days, the prize shall be considered unclaimed and be
23 retained as property of the organization.

- 1 (13) Once redeemed, the holder of a winning pulltab shall be paid in full no later than five (5)
2 days from the date of redemption.
- 3 (14) All winning paper pulltabs shall have the winning symbol or number defaced or punched by
4 an authorized representative of the charitable organization immediately after redemption.
- 5 (15)
- 6 (a) The charitable organization shall retain, in paper or electronic form, for a period of twelve
7 (12) months, to allow auditing by the staff of the Office~~(department)~~:
- 8 1. All winning pulltabs with a prize value of fifty (50) dollars and above;
9 2. The flare from all winning pulltabs with a prize value of fifty (50) dollars and above;
10 3. All seal cards with a prize value of fifty (50) dollars and above;
11 4. All prize boards in cumulative games with a prize value of fifty (50) dollars and above; and
12 5. All unsold pulltabs.
- 13 (b) These records may be maintained at the gaming location.
- 14 (16) The fair market value of bingo paper, a card-minding device, pulltab, or electronic pulltab
15 device given away as a merchandise prize shall be the price that a patron would have paid for the
16 same bingo paper, card-minding device, pulltab, or electronic pulltab device at that charitable
17 gaming session.
- 18 (17)
- 19 (a) If bingo paper is awarded as a merchandise prize, whether as a door prize or game prize, the
20 patron shall be given a voucher.
- 21 (b) The voucher shall be completed with:
- 22 1. The name, address, and phone number of the patron redeeming the voucher;
23 2. The date on which it was awarded;

- 1 3. The date on which it was redeemed;
- 2 4. The amount of bingo paper given in exchange for the voucher; and
- 3 5. The serial number of the bingo paper.
- 4 (c) Once the voucher is completed, it shall be redeemed for the bingo paper.
- 5 (d) The organization shall retain the voucher with its charitable gaming session records.
- 6 (18)
- 7 (a) If a card-minding device or electronic pulltab device is awarded as a merchandise prize,
- 8 whether as a door prize or game prize, the patron shall be given a voucher.
- 9 (b) The voucher shall be completed with:
- 10 1. The name, address, and phone number of the patron redeeming the voucher;
- 11 2. The date on which it was awarded;
- 12 3. The date on which it was redeemed; and
- 13 4. The number of card-minding devices and the number of faces loaded on each device, or the
- 14 number of electronic pulltab devices and credits loaded on each device, if any, given in
- 15 exchange for the voucher.
- 16 (c) Once the voucher is completed, it shall be redeemed for the card-minding device or
- 17 electronic pulltab device. No more than one (1) card-minding device or one (1) electronic
- 18 pulltab device may be redeemed per player per charitable gaming session.
- 19 (d) The organization shall retain the voucher with its charitable gaming session records.
- 20 (e) There shall be a specific button on the point of sale programmed for each type of voucher
- 21 involving a card-minding device and electronic pulltab device.
- 22 (19) If a paper pulltab or electronic pulltab device is awarded as a promotional item or a door
- 23 prize, the amount and description of the pulltab or electronic pulltab device and credits loaded

1 on each device, if any, shall be listed on the charitable gaming session program with "free" or
2 "promotional" listed as the price. The point of sale shall have a specifically described discount
3 button for this promotion.

4 (20) If a paper pulltab or electronic pulltab device is awarded as a bingo prize, the person in
5 charge of bingo payouts shall purchase the pulltabs or electronic pulltab device and any credits
6 loaded to the device from the pulltab manager by transfer of cash from bingo payout to pulltab
7 sales, and it shall be recorded as a sale on the charitable gaming session records.

8 (21) Vouchers shall be redeemed on the same day as awarded.

9 (22) Jar tickets shall be played and prizes awarded as stated on the flare received with each deal.

10 (23) "Last Sale" pulltabs shall only be sold by an organization at its office location and not during
11 a bingo session.

12 Section 22. Seal Card Games.

13 (1) The organization shall post the paper seal card for the deal in play at the location of the seal
14 game while the deal is in play. An electronic seal for an electronic game set shall be viewable,
15 upon player request, on the video screen of the electronic pulltab device while the game set is in
16 play.

17 (2) If a deal or game set with a seal card is not completed during a charitable gaming session, the
18 organization shall require the patrons with holders to sign or enter their name electronically on
19 the seal card and provide a means of contacting them when the winner is declared.

20 (3)

21 (a) The seal for the deal or game set shall be broken, torn open, or otherwise revealed in plain
22 view of all persons present when:

23 1. All tickets from a deal or game set have been sold;

- 1 2. All the winning tickets from a deal or game set have been sold;
 - 2 3. All the lines on the sign-up card have been filled;
 - 3 4. The deal or game set has been closed because no future date is anticipated; or
 - 4 5. Instructed to by the game as designed by the manufacturer.
- 5 (b) Each winning combination, the name of the game, and the serial number of the deal or game
- 6 set shall be announced and posted at the location of the game.
- 7 (c) The date the seal tab was opened shall be recorded on the seal card.

8 Section 23. Seal Card Games with Carry Over or Progressive Prizes.

- 9 (1) The prize pool for a progressive pulltab game shall be established only through the play of
- 10 deals or game sets of the same game that bear a manufacturer's form number identical to the form
- 11 number of any previously-played deals or game sets contributing to the prize pool.
- 12 (2) Before placing a paper deal into play, the charitable organization shall verify that the serial
- 13 number on the pulltabs within each deal match the serial number on the flare or seal card
- 14 accompanying the deal by conducting a random sampling of pulltabs within each deal. The serial
- 15 number on the tickets shall not be required to match the serial number on the progressive pulltab
- 16 jackpot card if the deal is the second or subsequent deal played in the progressive game and one
- 17 (1) progressive jackpot card is used for more than one (1) deal.
- 18 (3) After a progressive pulltab game has been started, it shall remain in play continuously until
- 19 the progressive jackpot prize is awarded. If the game is begun at a bingo session, it shall be
- 20 offered at each succeeding bingo session of the licensee. If the game is begun at the office
- 21 location, it shall be offered on each succeeding day its office is open. If an organization stops
- 22 conducting charitable gaming or wishes to stop playing a progressive pulltab game, the
- 23 organization shall, with prior approval from the Office[~~department~~], transfer the current jackpot

1 to another progressive game or determine a method to award the progressive jackpot to the
2 players. With prior approval from the Office[department], an organization may alter the
3 suggested rules of the manufacturer to determine a winner.

4 (4) The seal card for each deal or game set in a progressive game shall show, in addition to all
5 other information required for flares and seal cards, the amount dedicated to the progressive
6 jackpot prize pool.

7 (5) Every seal card for each deal or game set that has been played or is being played in the course
8 of a progressive pulltab game, together with any progressive jackpot card, shall be displayed at
9 all times while the game is in play, until the progressive jackpot prize is won.

10 (6) The serial numbers for each deal or game set contributing to a carryover or progressive
11 jackpot prize shall be recorded in the charitable gaming session records.

12 (7) A progressive or carryover pulltab game shall be played in accord with the manufacturer's
13 specifications for the determination of a winner, unless the Office[department] permits otherwise
14 pursuant to subsection (3) of this section.

15 (8) If a progressive or carryover pulltab game bearing the same manufacturer's form number is
16 no longer available, the organization shall contact the Office[department] for instructions on how
17 to proceed.

18 (9)

19 (a) If a progressive prize remains unpaid, a licensed charitable organization shall display, in full
20 and complete view of the players and at all times either:

- 21 1. The jackpot card being played and each seal card contributing to the jackpot prize pool; or
22 2. A legible poster identifying by name, serial number, and form number each deal or game
23 set of pulltabs contributing an amount to the jackpot prize pool.

1 (b) The poster or seal cards shall remain displayed during bingo sessions or other charitable
2 gaming activities conducted by the organization until the expiration of fifteen (15) calendar
3 days after the organization awards the prize. For progressive pulltab games played on an
4 electronic pulltab device, a poster shall be displayed to fulfill this requirement.

5 (c) If a progressive jackpot prize is not awarded, the organization shall continue to display the
6 poster or seal cards during bingo sessions or other charitable gaming activities it conducts for
7 at least fifteen (15) calendar days after the date the organization considers the game closed and
8 retains the prize as its property.

9 (d) If a progressive prize remains unpaid, a licensed charitable organization shall display, in full
10 and complete view of the players and at all times, the current value of the jackpot.

11 (10) An organization shall not award the jackpot prize in a progressive pulltab game unless the
12 serial number and form number on the winning ticket match the serial number and form number
13 on a seal card from a deal or game set of tickets that contributed to the jackpot prize.

14 (11) For jackpot prizes of \$250 or over, the organization shall attach a copy of the valid state
15 identification card that contains the name, address, date of birth, and state identification number
16 of the winner to the jackpot prize card.

17 (12) The jackpot prize in a progressive game may accrue in excess of \$2,400. An individual
18 jackpot prize shall not be paid in excess of \$2,400. The amount of the current jackpot, the amount
19 contributed, the payouts made, and the jackpot carried forward to the next charitable gaming
20 session at each charitable gaming session shall be recorded in the charitable gaming session
21 record.

1 (13) Any advertisement regarding the progressive jackpot may state the total amount in the
2 jackpot prize pool if it also includes the statement that the individual payout shall not exceed
3 \$2,400.

4 (14) A licensed charitable organization shall report to the Office~~[department]~~ concerning its play
5 of seal card games with a progressive prize on the financial report.

6 (15) The jackpot prize pool in a progressive game shall be considered an adjusted gross receipt
7 that shall be deposited within two (2) business days of the charitable gaming session.

8 Section 24. Seal Card Games with Cumulative Prizes.

9 (1) The prize pool for a cumulative pulltab game shall be established only through the play of
10 deals or game sets of the same game that bear a manufacturer's form number identical to the form
11 number of any previously played deals or game sets contributing to the prize pool, unless the
12 Office~~[department]~~ permits otherwise pursuant to subsection (3) of this section.

13 (2) Before placing a paper deal into play, the charitable organization shall verify that the serial
14 number on the pulltabs within each deal matches the serial number on the flare, prize board, or
15 seal card accompanying the deal by conducting a random sampling of pulltabs within each deal.

16 (3) After a cumulative pulltab game has been started, it shall remain in play continuously until
17 the cumulative prize pool has been awarded. If that game is begun at a bingo session, it shall be
18 offered at each succeeding bingo session of the licensee. If the game is begun at the office
19 location, it shall be offered on each succeeding day their office is open. If an organization stops
20 conducting charitable gaming or wishes to stop playing a cumulative pulltab game, the
21 organization shall, with prior approval from the Office~~[department]~~, transfer the current jackpot
22 to another cumulative game or determine a method to award the cumulative jackpot to the

1 players. With prior approval from the Office[department], an organization may alter the
2 suggested rules of the manufacturer to determine a winner.

3 (4) Prizes shall be offered and awarded only in accord with the manufacturer's predesignated
4 prize structure for the game, unless the Office[department] permits otherwise pursuant to
5 subsection (3) of this section.

6 (5) The seal card for each deal or game set in a cumulative pulltab game shall show, in addition
7 to all other information required for flares and seal cards, the amount dedicated to the cumulative
8 prize pool.

9 (6) Every seal card for each deal or game set that has been played or is being played in the course
10 of a cumulative pulltab game, together with any prize board, shall be displayed at all times while
11 the game is in play, until the cumulative prize pool is awarded.

12 (7) The serial numbers for each deal or game set contributing to a cumulative prize pool shall be
13 recorded in the charitable gaming session records.

14 (8) An organization shall not award the cumulative prize pool unless the serial number and form
15 number on the winning ticket matches the serial number and form number on a seal card from a
16 deal or game set of tickets that contributed to the cumulative prize board.

17 (9) A cumulative prize board shall not contain prizes totaling in excess of \$2,400.

18 (10) A licensed charitable organization shall report to the Office[department] concerning its play
19 of seal card games of cumulative games on the financial report.

20 Section 25. Electronic Pulltab System Construction Standards.

21 (1) An electronic pulltab system's central computer system shall be dedicated to electronic
22 accounting, reporting, presentation, randomization, and transmission of electronic pulltabs to

1 electronic pulltab devices. It shall also be capable of generating the data necessary to provide
2 reports required by administrative regulation or otherwise specified by the Office[department].

3 (2) A player shall purchase or otherwise obtain access to an electronic pulltab device and load
4 money to a player account for purchase of electronic pulltabs during the current charitable
5 gaming session from a point of sale station or by inserting currency into the gaming device. The
6 point of sale station may be stationary, mobile, or self-service.

7 (3) All equipment used to facilitate the distribution, play, or redemption of electronic pulltabs
8 shall be physically located within the boundaries of the Commonwealth of Kentucky. Electronic
9 pulltab devices, site system if used, point of sale stations, and all secondary components shall be
10 located on the premises where the charitable gaming session is being held.

11 (4) A manufacturer, distributor, or charitable organization shall not add to an electronic pulltab
12 system any software or program unless the software or program has been certified by an
13 independent testing facility. If the Office[department] detects or discovers an electronic pulltab
14 system at a playing location that is using a program or software that has not been certified by an
15 independent testing facility, the electronic pulltab system shall be determined to have an
16 unauthorized modification and use of the system shall cease immediately.

17 (5) Any element of the central computer system that holds or maintains game data, other than an
18 electronic pulltab device or point of sale station, shall be kept in a locked and secure enclosure
19 with limited access to designated personnel. The system shall provide a secure physical and
20 electronic means for securing the games and game data against alteration, tampering, or
21 unauthorized access.

22 (6) The central computer system shall include a central server located in the Commonwealth of
23 Kentucky that is accessible to the Office[department] so the Office[department] has the ability to

1 remotely verify the operation, compliance, and internal accounting systems of the electronic
2 pulltab system at any time. The Office~~department~~ shall have real time and complete read-only
3 access to all data for all systems and devices.

4 (a) The manufacturer shall provide to the Office~~department~~ all current protocols, passwords,
5 and any other required information needed to access the electronic pulltab system prior to the
6 operation of the system within Kentucky, and at all times while the system remains operational
7 within Kentucky.

8 (b) The Office~~department~~ shall be notified of any changes in the protocols, passwords, and
9 any other required information needed to access the system at least three (3) days prior to the
10 change.

11 (c) Any reports maintained or generated by the electronic pulltab system shall be capable of
12 being downloaded or otherwise accessed via the internet by the Office~~department~~.

13 (7) A site system, if used, shall:

14 (a) Be located at the gaming premises;

15 (b) Be operated by the charitable organization;

16 (c) Interface with, connect with, control, or define the operational parameters of the electronic
17 pulltab devices;

18 (d) Report and transmit the game results as prescribed by the Office ~~department~~;

19 (e) Provide security and access levels sufficient so that the internal control objectives are met
20 as prescribed by the Office~~department~~; and

21 (f) Contain a point of sale station.

22 (8) The site system, if used, may include the following components:

23 (a) Required printers;

1 (b) Proprietary executable software;

2 (c) Report generation software; and

3 (d) An accounting system or database.

4 (9) The electronic pulltab system shall provide password protection for each organization.

5 (10) An electronic pulltab system shall provide a means for terminating a game set if information
6 about electronic pulltabs in an open game set has been accessed, or if the Office~~[department]~~
7 determines there has been a breach of game security. Traceability of unauthorized access
8 including time and date, users involved, and any other relevant information shall be available.

9 (11) An electronic pulltab system shall not permit the alteration of any accounting or significant
10 event information. Significant events shall include power resets or failures, communication loss
11 between an electronic pulltab device and the electronic pulltab system, any award in excess of
12 the single-win limit for an electronic pulltab, or corruption of the electronic pulltab system
13 memory or storage. If financial data is changed, an automated audit log shall be capable of being
14 produced to document the following:

15 (a) Data element altered;

16 (b) Data element value prior to alteration;

17 (c) Data element value after alteration; and

18 (d) Time and date of alteration.

19 (12) An electronic pulltab system shall provide password security or other secure means of
20 ensuring data integrity and enforcing user permissions for all system components, including the
21 following:

22 (a) All programs and data files shall only be accessible via the entry of a password that shall be
23 known only to authorized personnel;

- 1 (b) The electronic pulltab system shall have multiple security access levels to control and
2 restrict different privilege levels;
- 3 (c) The electronic pulltab system access accounts shall be unique when assigned to the
4 authorized personnel;
- 5 (d) The storage of passwords and PINs shall be in an encrypted, nonreversible form; and
- 6 (e) A program or report shall be available that lists all authorized users on the electronic pulltab
7 system including their privilege level.
- 8 (13) All components of an electronic pulltab system that allow access to users, other than end-
9 users for game play, shall have a password sign-on comprised of:
- 10 (a) A personal identification number; or
- 11 (b) a personal identification code and a personal password.
- 12 (14) Electronic pulltab system software components shall be verifiable by a secure means at the
13 system level. An electronic pulltab system shall have the ability to allow for an independent
14 integrity check of the components from an outside source and is required for all control programs
15 that may affect the integrity of the electronic pulltab system. This shall be accomplished by being
16 authenticated by a third-party device, which may be embedded within the electronic pulltab
17 system software or having an interface or procedure for a third-party application to authenticate
18 the component. This integrity check shall provide a means for field verification of the electronic
19 pulltab system components.
- 20 (15) The electronic pulltab system shall have a medium for securely storing electronic pulltab
21 game sets that shall be mirrored in real time by a backup medium. The electronic pulltab system
22 shall also provide a means for storing duplicates of the game sets already transmitted to the

1 electronic pulltab devices so as to reflect, on an ongoing basis, changes in the transmitted game
2 sets as they occur.

3 (a) All storage shall be through an error checking, nonvolatile physical medium, or an
4 equivalent architectural implementation, so that if the primary storage medium fails, the
5 functions of the electronic pulltab system and the process of auditing those functions shall
6 continue with no critical data loss.

7 (b) The database shall be stored on redundant media so that a single failure of any portion of
8 the system shall not result in the loss or corruption of data.

9 (c) If there is a catastrophic failure when the electronic pulltab system cannot be restarted in
10 any other way, it shall be possible to reload the electronic pulltab system from the last viable
11 backup point and fully recover the contents of that backup, to consist of at least the following
12 information:

13 1. All significant events;

14 2. All accounting information; and

15 3. Auditing information, including all open game sets and the summary of completed game
16 sets.

17 (16) Connections between all components of the electronic pulltab system shall only be through
18 use of secure communication protocols that are designed to prevent unauthorized access or
19 tampering, employing Data Encryption Standards (DES) or equivalent encryption with
20 changeable seeds or algorithms.

21 (17) An electronic pulltab system's central computer system may be used to record the data used
22 to verify game play and to configure and perform security checks on electronic pulltab devices.

1 if the functions do not affect the security, integrity, or outcome of any game and meet the
2 requirements established in this administrative regulation regarding program storage devices.

3 (18) An electronic pulltab system shall not display to the player, the licensed charitable
4 organization, or the licensed distributor the number of electronic pulltabs that remain in a game
5 set, or the number of winners or losers that have been drawn or still remain in the game set while
6 the game set is still open for play. Once a game set has been closed, it shall not be able to be
7 opened for play.

8 (19) The electronic pulltab system shall render unplayable the electronic pulltabs of a charitable
9 organization once the organization logs out of the system at the end of the organization's
10 charitable gaming session and until the organization logs back onto the system at the start of the
11 organization's next scheduled charitable gaming session. If multiple organizations use the same
12 electronic pulltab devices and electronic pulltab system, one (1) organization's electronic pulltab
13 games and data shall not be accessible or played by another organization.

14 (20) An electronic pulltab system may include player tracking software. Player tracking records
15 shall at all times be the property of the charitable organization and neither the manufacturer nor
16 the distributor shall utilize or make available to any person, other than the Office~~(department)~~ or
17 as otherwise authorized by law, the information contained within the player tracking software
18 without the express permission of the charitable organization.

19 (21) One (1) or more electronic internal accounting systems shall be required to perform
20 recordkeeping, reporting, and other functions in support of an electronic pulltab system. The
21 electronic internal accounting system shall not interfere with the outcome of any gaming
22 function.

1 (22) The electronic internal accounting system shall be capable of recording and retaining for a
2 period of not less than three (3) years the following information:

3 (a) The name and license number of the organization utilizing an electronic pulltab system; and
4 (b) For each charitable gaming session:

5 1. The date and time of each log-on and log-off of an organization;
6 2. The total amount of all monetary transactions regarding electronic pulltabs and electronic
7 pulltab devices at each charitable gaming session;
8 3. The total number of electronic pulltab devices sold or provided at each charitable gaming
9 session;
10 4. The serial number of each hand-held electronic pulltab device sold or provided;
11 5. The terminal number for each fixed base electronic pulltab device sold or provided;
12 6. The name, serial number, price, and predetermined finite number of tickets within each
13 game set available for play at each charitable gaming session;
14 7. The total number of electronic pulltabs played from each game set at each charitable gaming
15 session;
16 8. All prize payouts for each game set per charitable gaming session; and
17 9. All wagers and other information necessary to fully reconstruct a game outcome.

18 (23) The information required pursuant to subsection (22) of this section shall be secure and shall
19 not be accessible for alteration. Information pertaining to the number of electronic pulltabs that
20 remain in an open game set, or the number of winners or losers that have been drawn or still
21 remain in an open game set shall not be accessible to the licensed organization or the licensed
22 distributor.

1 (24) The electronic pulltab system's central computer system shall maintain a printable,
2 permanent record of all transactions involving each device and each closed electronic pulltab
3 game played on each device.

4 (25) An electronic pulltab system shall have report generation software with the capability to
5 print all information required to be maintained on the system's active or archived databases, and
6 pursuant to the restrictions related to information available on open game sets.

7 (26) All data required to be available or reported by this administrative regulation shall be
8 retained for a period of not less than three (3) years.

9 (27) An electronic pulltab system shall utilize randomizing procedures in the creation of game
10 sets for electronic pulltabs or utilize externally generated randomized game sets. After
11 randomization, game sets may be broken into game subsets of equal size that shall be assigned a
12 unique serial number.

13 (28) Winning electronic pulltabs shall be distributed randomly among all other pulltabs in a game
14 set to eliminate any pattern between game sets, or portions of game sets.

15 (29) Any random number generation, shuffling, or randomization of outcomes used in connection
16 with an electronic pulltab system shall be by use of a random number generation application that
17 has successfully passed standard tests for randomness and unpredictability.

18 Section 26. Electronic Pulltab Point of Sale Requirements.

19 (1) An electronic pulltab system shall include a point of sale station that is used to facilitate the
20 sale of an electronic pulltab device, to load money to a player account for purchase of electronic
21 pulltabs during the current charitable gaming session, and to cash-out or redeem credits from the
22 play of electronic pulltabs.

23 (a) The point of sale station may be stationary, mobile, or self-service.

1 (b) The point of sale station shall not be designed or manufactured to resemble an electronic
2 gaming device that utilizes a video display monitor, such as a video lottery terminal, video slot
3 machine, video poker machine, or any similar video gaming device.

4 (c) The point of sale station shall not have vertical or horizontal spinning reels, a pull handle,
5 sounds or music, flashing lights, tower light, top box, enhanced animation, artwork, or any other
6 attribute or representation that mimics a video lottery terminal, video slot machine, video poker
7 machine, or any similar video gaming device.

8 (d) The point of sale station shall not function simultaneously as an electronic pulltab device.

9 (2) The point of sale station shall be capable of printing a receipt, which the organization shall
10 provide to the player, that details each transaction. The receipt shall contain, at a minimum, the
11 following information:

12 (a) The date and time of the transaction;

13 (b) A unique non-resettable transaction number that is printed in continuous, consecutive order;

14 (c) The dollar amount of the transaction, including the cost, if any, of the electronic pulltab
15 device and the amount of money loaded to a player account that will be available for the
16 purchase of electronic pulltabs during that charitable gaming session;

17 (d) A unique entry code or account number that will be used to activate an electronic pulltab
18 device and make available to the player the money loaded to the player account at the point of
19 sale for the purchase of electronic pulltabs during that charitable gaming session;

20 (e) The name of the charitable organization and license number; and

21 (f) The point of sale identification number or name.

22 (3) If the receipt printer malfunctions or printed receipts are not legible, manual receipts shall be
23 issued that contain the same information required pursuant to subsection (2) of this section.

1 (4) The point of sale station shall be capable of displaying, at minimum, the following for each
2 charitable gaming session:

3 (a) The sales transaction history, including:

- 4 1. The organization name and license number;
- 5 2. Date and time of each transaction;
- 6 3. Dollar value of each transaction;
- 7 4. Quantity of electronic pulltab devices sold;
- 8 5. All transaction numbers; and
- 9 6. The point of sale identification number or name; and

10 (b) A pay-out history detailing all pay-outs, including:

- 11 1. The organization name and license number;
- 12 2. Date and time of each pay-out;
- 13 3. Dollar value of each pay-out; and
- 14 4. Point of sale identification number or name.

15 (5) A point of sale station shall not display information relating to prizes already paid out in a
16 particular game set, the number of electronic pulltabs that remain in a game set, or the number
17 of winners or losers that have been drawn or still remain in the game set while the game set is
18 still open for play.

19 (6) A player shall only cash-out or redeem credits from a point of sale station.

20 (7) A point of sale station shall not be capable of accepting payment from a credit card or debit
21 card.

22 Section 27. Electronic Pulltab Device Construction Standards.

- 1 (1) An electronic pulltab device shall not be capable of being used for the purpose of engaging
2 in any game prohibited by the Office~~department~~.
- 3 (2) An electronic pulltab device shall be designed as a handheld or fixed base personal computing
4 device that:
- 5 (a) Is used to play one (1) or more electronic pulltab games;
 - 6 (b) Requires coded entry or insertion of currency or a credit ticket to activate a device for a
7 player to purchase and play electronic pulltabs;
 - 8 (c) Maintains and displays information pertaining to accumulation of credits that may be
9 applied to games in play or redeemed upon termination of play;
 - 10 (d) Has no vertical or horizontal spinning reels, pull handle, flashing lights, tower light, top box,
11 coin tray, hopper, coin acceptor, the ability to dispense coins, cash, tokens, or anything of value
12 other than a credit ticket, or any other attribute or representation that mimics a video slot
13 machine;
 - 14 (e) Shall not be capable of displaying any animation while in an idle state. An electronic pulltab
15 device may use simple display elements or screen savers to prevent monitor damage;
 - 16 (f) Has no additional function as a gambling device other than as an electronic pulltab device
17 or as an approved card-minding device;
 - 18 (g) Is not a pulltab dispenser as established in this administrative regulation; and
 - 19 (h) The device shall have adjustable volume accessible to the player or the charitable
20 organization.
- 21 (3) An electronic pulltab device shall not have hardware or software that determines the outcome
22 of any electronic pulltab, produces its own outcome, or affects the order of electronic pulltabs as

1 dispensed from the electronic pulltab system's central computer system. The game outcome shall
2 be determined by the electronic pulltab system's central computer system.

3 (4) An electronic pulltab device may utilize a touch screen. The touch screen shall meet the
4 following requirements:

5 (a) It shall be accurate once calibrated;

6 (b) It shall be able to be recalibrated; and

7 (c) It shall have no hidden or undocumented buttons or touchpoints anywhere on the touch
8 screen.

9 (5) A fixed based electronic pulltab device may incorporate an attached bill validator, which shall
10 be constructed to ensure proper handling of inputs that protect against vandalism, abuse, or
11 fraudulent activity. A bill validator shall only accept United States paper currency or a valid credit
12 ticket to initiate play. Bill validators shall be tested to comply with accepted industry standards.

13 (6) A fixed based electronic pulltab device shall not be capable of accepting payment by credit
14 card or debit card.

15 Section 28. Electronic Pulltab Software Construction Standards.

16 (1) Any game available for play in the Commonwealth of Kentucky shall be installed on the
17 demonstration terminals at the Office~~Department~~ of Charitable Gaming's office in
18 Lexington~~Frankfort~~, Kentucky.

19 (2) An electronic pulltab system shall dispense, upon player request and payment of
20 consideration, an electronic pulltab. A player shall win if the player's electronic pulltab reveals
21 whether and how much money a player has won, or if the electronic pulltab contains a
22 combination of symbols or numbers that was designated in advance of the game as a winning

combination. There may be multiple winning combinations in each game. All games shall be played without replacement.

(3) An electronic pulltab game or game set shall:

(a) Be a version of a paper pulltab game, with a prize structure and gameplay rules substantially similar to a paper pulltab game, that is played on an electronic pulltab device;

(b) Have a predetermined, finite number of winning and losing tickets, not to exceed 25,000 tickets per game set;

(c) Charge the same price for each ticket in a game set;

(d) Comply with KRS Chapter 230, KRS Chapter 238, and 820 KAR Chapter 1;

(e) Comply with prize limits established in KRS Chapter 238;

(f) Have a unique serial number for each game set that shall not be regenerated. Each pulltab in a game set shall bear the same serial number and only one (1) serial number shall be used in a game set. After randomization, game sets may be broken into subsets of equal size. If game subsets are used, they shall each be assigned a unique serial number and be traceable to a parent game set. If a seal card is used with a pulltab game set, the seal card shall bear the same serial number as each pulltab;

(g) Have an electronic flare or seal card, viewable upon player request, that displays the name of the game, manufacturer's name or logo, manufacturer's form number, the game serial number, the predetermined finite number of tickets in the game set, and the prize structure, including a description of the number of winning pulltabs by denomination, and amounts, if any, dedicated to the prize pool in a seal card game with a cumulative prize, or a carryover or progressive prize, and the cost per play of an electronic pulltab within the game set; and

(h) Every game set of electronic pulltabs shall contain electronic rules of play.

- 1 (4) An electronic pulltab game shall not contain vertical or horizontal spinning reels, a pull
2 handle, or other representations that mimic a video slot machine, including representations of
3 coins falling into a coin tray or hopper.
- 4 (5) Games shall not contain obscene or offensive graphics, sounds, or references.
- 5 (6) The result of an electronic pulltab ticket shall be clearly shown on the video display. If the
6 game uses symbols or combinations of symbols to reveal whether the player's ticket has won,
7 winning tickets shall indicate to the player the symbols or combination of symbols that resulted
8 in a winning ticket. Prizes shall be added as a credit to the player's account.
- 9 (7) The available games, flare, and rules of play shall be displayed on the electronic pulltab
10 device's video screen upon player request.
- 11 (8) Any number of games may be selectable for play on any given electronic pulltab device. Only
12 one (1) of the games shall be playable at a time.
- 13 (9) An electronic pulltab device shall have one (1) or more buttons, or an electromechanical or
14 touch screen to facilitate the following functions:
- 15 (a) Viewing of the game "help" screens;
- 16 (b) Viewing of the game rules including the flare or seal card;
- 17 (c) Initiating game play;
- 18 (d) Cash-out or logout; and
- 19 (e) Purchasing or revealing the pulltab.
- 20 (10) Each electronic pulltab shall be initially displayed so that the numbers, letters, or symbols
21 on the pulltab are concealed. Each electronic pulltab game shall require the player to press a
22 "purchase" or equivalent button to initiate the purchase of an electronic pulltab. The game shall
23 then require the player to press a subsequent button or buttons to reveal the numbers, letters, or

1 symbols on the pulltab. A player shall have the option of opening each individual line, row, or
2 column of each electronic pulltab or choosing to "open all".

3 (11) If an electronic pulltab game contains a bonus round that simulates the opening of additional
4 tickets, then the following disclaimer shall be displayed in a conspicuous manner in the player
5 interface of the electronic pulltab device every time the player wins a supplemental tab or on the
6 flare or help screen: "Tabs that appear in (name of the bonus round) do not represent equal or
7 separate chances to win. The supplemental tabs are utilized to reveal the value of the initial,
8 winning pulltab ticket incrementally. These supplemental tabs appear for entertainment value
9 only."

10 (12) An available player account balance shall be collected by the player by pressing the "cash-
11 out" button or "logoff" button on the electronic pulltab device and taking the device, the receipt,
12 or, if allowed, a player account card to the point of sale station.

13 (13) The cost of any individual electronic pulltab ticket shall not exceed five (5) dollars.

14 Section 29. Independent Testing Facility Certification for Electronic Pulltabs.

15 (1) An electronic pulltab system shall not be sold, leased, or otherwise furnished to any person
16 for use in the conduct of charitable gaming until an identical system containing identical software
17 has been tested and certified by an independent testing facility approved by the Office.

18 (2) The cost of testing and certification shall be the responsibility of the manufacturer.

19 (3) The independent testing facility shall certify in writing that the electronic pulltab system and
20 associated hardware and software conform, at a minimum, to the requirements and restrictions
21 established in KRS Chapter 238 and these administrative regulations.

22 (4)

1 (a) The Office[department], in consultation with the independent testing facility, shall determine
2 if the electronic pulltab system and associated hardware and software conform to the
3 requirements and restrictions established in KRS Chapter 238 and these administrative
4 regulations, and shall notify the manufacturer of its decision in writing.

5 (b) Once the Office[department] has received the test results from the independent testing
6 facility, the Office[department] may request a demonstration of the product within thirty (30)
7 days.

8 (5) Any modifications to an electronic pulltab system or its software, except as provided in
9 Section 31(7) of this administrative regulation, shall be tested and certified by an independent
10 testing facility, demonstrated to the Office[department] by the manufacturer upon request, in the
11 same manner as a new system or new software. Testing and certification shall be at the
12 manufacturer's expense.

13 Section 30. Electronic Pulltab Defect and Recall.

14 (1) If a manufacturer, distributor, or charitable organization detects or discovers any defect,
15 malfunction, or problem with an electronic pulltab system, electronic pulltab device, or electronic
16 pulltab game that affects the security or the integrity of the electronic pulltab system, electronic
17 pulltab device, or electronic pulltab game, the manufacturer, distributor, or charitable
18 organization shall immediately notify the Office[department]. The charitable organization shall
19 also immediately notify the distributor of the defect, malfunction, or problem. The distributor
20 shall immediately notify the manufacturer of the defect, malfunction, or problem.

21 (2) If the Office[department] detects, discovers, or is notified of any problem with an electronic
22 pulltab system, electronic pulltab device, or electronic pulltab game that affects the security or
23 the integrity of the electronic pulltab system, electronic pulltab device, or electronic pulltab game,

1 the Office[department] shall direct the manufacturer, distributor, and charitable organization to
2 immediately cease the sale, lease, or use of the affected electronic pulltab system, electronic
3 pulltab device, or electronic pulltab game until the problem can be assessed by the
4 Office[department] in consultation with the manufacturer or distributor.

5 (3) If the Office[department], in consultation with the manufacturer or distributor, determines
6 that a defect actually exists, and the defect affects game security or otherwise threatens public
7 confidence in the game, the Office[department] shall require the manufacturer to issue a total
8 recall of all affected electronic pulltab systems, electronic pulltab devices, or electronic pulltab
9 games or affected game sets or subsets, if necessary.

10 (4) In choosing and directing a particular recall pursuant to subsection (3) of this section, the
11 Office[department] shall be guided in each circumstance by any combination of the following
12 factors:

- 13 (a) The nature of the defect;
- 14 (b) Whether the defect affected game security;
- 15 (c) Whether the defect affected game playability;
- 16 (d) Whether the defect was limited to a specific number of deals of a particular form number;
- 17 (e) Whether the defect was easily detectable by a charitable organization;
- 18 (f) Whether the defect was easily detectable by members of the general public;
- 19 (g) Whether the defect threatens public confidence in the game; or
- 20 (h) Whether the defect is capable of being used to adversely affect the fair play of the game.

21 (5) The manufacturer or distributor may correct the defect, if possible, without issuing a total
22 recall if the affected electronic pulltab devices and electronic pulltabs are not offered for sale,
23 lease, or use until the Office[department] allows. The manufacturer or distributor shall make all

1 corrections within a reasonable time, not to exceed thirty (30) days, and the manufacturer or
2 distributor shall demonstrate the correction to the Office~~[department]~~. If the Office~~[department]~~
3 believes the defect has been corrected and that the defect no longer affects game security or
4 otherwise threatens public confidence in the game, the Office~~[department]~~ may issue written
5 notification that the affected electronic pulltab system, devices, or pulltab game may be reoffered
6 for sale, lease, or use.

7 (6) If a recall of an electronic pulltab system or electronic pulltab device is necessary, the
8 Office~~[department]~~, in consultation with the manufacturer, shall determine a specific date for the
9 recall of any affected electronic pulltab system or electronic pulltab device to be completed and
10 whether the manufacturer is required to reimburse the organization or distributor. The recall of
11 any electronic pulltab game shall occur no later than twenty-four (24) hours after the
12 manufacturer is notified of the defect.

13 Section 31. Electronic Pulltab Manufacturer Requirements.

14 (1) A manufacturer shall affix to each electronic pulltab device an identification badge that shall
15 include the following information:

- 16 (a) Manufacturer name;
- 17 (b) A unique serial number;
- 18 (c) The electronic pulltab device model number, if applicable; and
- 19 (d) The date of manufacture, if applicable.

20 (2) Each manufacturer selling, leasing, or otherwise furnishing electronic pulltab devices, site
21 systems, point of sale stations, secondary components, and electronic pulltabs shall maintain a
22 log or other record showing the following:

- 1 (a) The name, address, and license number of the distributor to whom the electronic pulltab
2 devices, site systems, point of sale stations, secondary components, or electronic pulltabs were
3 sold, leased, or otherwise furnished;
- 4 (b) The date of the transaction with the distributor;
- 5 (c) The model, version, and serial number of each hand-held electronic pulltab device, if
6 applicable;
- 7 (d) The account number or terminal number of each fixed base electronic pulltab device, if
8 applicable;
- 9 (e) The quantity of each type of electronic pulltab device;
- 10 (f) The model and version number of the system software;
- 11 (g) The name, form number, and serial number of each game set of electronic pulltabs; and
- 12 (h) The quantity of game sets sold, the cost per game set, the selling price per ticket, the cash
13 take-in per game set, and the cash payout per game set.
- 14 (3) A manufacturer selling, leasing, or otherwise providing electronic pulltab devices, site
15 systems, point of sale stations, or secondary components to a distributor shall provide the
16 distributor with an invoice or other documentation that contains, at a minimum, the following
17 information:
- 18 (a) The manufacturer name, address, and license number;
- 19 (b) The distributor name, address, and license number;
- 20 (c) The address to which the shipment was delivered;
- 21 (d) The date of sale or credit and the time period covered by the invoice;
- 22 (e) The conditions of the sale or credit;

- 1 (f) A description of the type and the quantity of electronic pulltab devices, site systems, point
2 of sale stations, and secondary components provided;
- 3 (g) The total invoice amount;
- 4 (h) The name of the person who ordered the supplies;
- 5 (i) The name of the person making the delivery;
- 6 (j) The date of delivery or date the item was picked up for sale or credit;
- 7 (k) The place or manner of delivery; and
- 8 (l) The name and signature of the person taking delivery, if any.
- 9 (4) A manufacturer providing electronic pulltabs to a distributor for distribution to a licensed
10 charitable organization shall provide the distributor with an invoice or other documentation that
11 contains, at a minimum, the following information:
- 12 (a) The manufacturer name, address, and license number;
- 13 (b) The distributor name, address, and license number;
- 14 (c) The organization name, address, and license number;
- 15 (d) The date of sale or credit and the time period covered by the invoice;
- 16 (e) The conditions of the sale or credit;
- 17 (f) The quantity of electronic pulltabs sold including the number of game sets, the name of each
18 game set, the number of tickets per game set, and the serial number and form number of the
19 game set; and
- 20 (g) The total invoice amount.
- 21 (5) The manufacturer shall maintain physical or electronic copies of the documentation required
22 by this section for a period of not less than three (3) years.

1 (6) A manufacturer shall supply any available financial reports to distributors and organizations,
2 upon request, that provide detailed pulltab sales activity for the requesting distributor or
3 organization for a selected date range.

4 (7) A manufacturer may conduct routine maintenance activities and replace secondary
5 components of an electronic pulltab system without additional testing and certification if this
6 activity does not affect the operation of any proprietary software, the manner in which an
7 electronic pulltab game is played, the integrity of any critical or controlled software, or the
8 outcome of an electronic pulltab game. A record of all activities shall be maintained and provided
9 to the Office~~[department]~~ within ten (10) days of the maintenance or replacement.

10 (8) A licensed manufacturer of charitable gaming supplies and equipment shall sell, lease,
11 distribute, or otherwise provide in the Kentucky market only those electronic pulltab systems and
12 electronic pulltabs that conform to the requirements of these administrative regulations. A
13 licensed charitable organization shall provide to the public only those electronic pulltab systems
14 and electronic pulltabs that conform to the requirements of this administrative regulation.

15 Section 32. Electronic Pulltab Distributor Requirements.

16 (1) Before initial use by a charitable organization, the distributor shall ascertain that the particular
17 electronic pulltab system, electronic pulltab device, and associated software version are approved
18 by the Office~~[department]~~ for use in Kentucky.

19 (2) A distributor shall not display, use, or otherwise furnish an electronic pulltab device, site
20 system, or secondary component that has in any manner been marked, defaced, or tampered with,
21 or that is otherwise intended to deceive the public or affect a person's chances of winning.

1 (3) Before the complete removal of any electronic pulltab system, the distributor shall supply a
2 copy of the data files to each charitable organization that used the electronic pulltab system and
3 to the Office~~[department]~~.

4 (4) Each distributor selling, leasing, or otherwise furnishing electronic pulltab devices, site
5 systems, point of sale stations, secondary components, or electronic pulltabs shall maintain a log
6 or other record showing the following information, if applicable:

7 (a) The name of the location, physical address, telephone number, and facility license number,
8 if applicable, where the electronic pulltab devices, site systems, point of sale stations, and
9 secondary components are located for play;

10 (b) A description, including the quantity, of all electronic pulltab devices, site systems, point of
11 sale stations, and secondary components at each playing location;

12 (c) The date any electronic pulltab device, site system, point of sale station, or secondary
13 component was installed in or removed from a playing location;

14 (d) The model, version, and serial numbers or terminal numbers of the electronic pulltab
15 devices, site systems, point of sale stations, and secondary components, if applicable;

16 (e) The name and license number of the charitable organization or distributor to whom the
17 electronic pulltab devices, site systems, point of sale stations, or secondary components were
18 sold, leased, or otherwise furnished;

19 (f) The name and license number of the manufacturer or distributor from whom the electronic
20 pulltab devices, site systems, point of sale stations, and secondary components were purchased,
21 leased, or otherwise obtained;

- 1 (g) Each contract, lease, or purchase agreement between a distributor and the charitable
2 organization or other distributor to which the electronic pulltab devices, site systems, point of
3 sale stations, or secondary components are furnished; and
- 4 (h) The total dollar amount of electronic pulltab device, site system, point of sale station, and
5 secondary component sales or lease transactions regarding each charitable organization to
6 which the equipment was furnished during each calendar quarter.
- 7 (5) A distributor selling, leasing, or otherwise providing electronic pulltab devices, site systems,
8 point of sale stations, or secondary components to a licensed charitable organization shall provide
9 the organization with an invoice or other documentation that contains, at a minimum, the
10 following information:
- 11 (a) The manufacturer name, address, and license number;
- 12 (b) The distributor name, address, and license number;
- 13 (c) The organization name, address, and license number;
- 14 (d) The date of sale or credit and the time period covered by the invoice;
- 15 (e) The conditions of the sale or credit;
- 16 (f) A description of the type and the quantity of electronic pulltab devices, site systems, point
17 of sale stations, and secondary components provided;
- 18 (g) The total invoice amount;
- 19 (h) The name of the person who ordered the supplies;
- 20 (i) The name of the person making the delivery;
- 21 (j) The date of delivery or date the item was picked up for sale or credit;
- 22 (k) The place or manner of delivery; and
- 23 (l) The name and signature of the person taking delivery, if any.

1 (6) A distributor providing electronic pulltabs to a licensed charitable organization shall provide
2 the organization with an invoice or other documentation that contains, at a minimum, the
3 following information:

- 4 (a) The manufacturer name, address, and license number;
- 5 (b) The distributor name, address, and license number;
- 6 (c) The organization name, address, and license number;
- 7 (d) The date of sale or credit and the time period covered by the invoice;
- 8 (e) The conditions of the sale or credit;
- 9 (f) The quantity of electronic pulltabs sold including the number of game sets, the name of each
10 game set, the number of tickets per game set, and the serial number and form number of the
11 game set; and
- 12 (g) The total invoice amount.

13 (7) An invoice not challenged within seven (7) days of delivery shall be determined as accurate.
14 Any challenge to an invoice shall be made in writing to the distributor and a copy shall be sent
15 to the Office~~department~~.

16 (8) The distributor shall maintain physical or electronic copies of the documentation required by
17 this section for a period of not less than three (3) years.

18 (9) A distributor shall deliver electronic pulltab devices, site systems, point of sale stations, and
19 secondary components to an agreed secure location or to an identified person.

20 (10) A licensed distributor of charitable gaming supplies and equipment shall sell, lease,
21 distribute, or otherwise provide in the Kentucky market only those electronic pulltab systems and
22 electronic pulltabs that conform to the requirements of these administrative regulations. A

1 licensed charitable organization shall provide to the public only those electronic pulltab systems
2 and electronic pulltabs that conform to the requirements of this administrative regulation.

3 Section 33. Charitable Organization Requirements.

4 (1) Before initial use, the organization shall ascertain that the particular electronic pulltab system,
5 electronic pulltab device, and associated software version are approved by the
6 Office[department] for use in Kentucky.

7 (2) An organization shall not display, use, or otherwise furnish an electronic pulltab device, site
8 system, or secondary component that has in any manner been marked, defaced, or tampered with,
9 or that is otherwise intended to deceive the public or affect a person's chances of winning.

10 (3) Beginning July 1, 2025, the play of electronic charity game tickets and electronic pulltab
11 devices shall not be authorized at any additional locations beyond the office location of the
12 charitable organization, the location where the charitable organization is licensed to conduct bingo,
13 and the location where pre-approved charitable fundraising events are authorized. Notwithstanding
14 any violations of KRS 238.538, those charitable organizations with additional locations authorized
15 prior to July 1, 2025, may retain those licenses on the condition of continued compliance with all
16 applicable statutes and regulations.

17 ~~(4)(3)~~ The number of electronic pulltab devices shall be limited to the following:

18 (a) A maximum of thirty-five (35) electronic pulltab devices on or in the primary office location
19 of a licensed charitable organization;

20 (b) A maximum of fifty (50) electronic pulltab devices during the bingo session of a licensed
21 charitable organization;

22 (c)(d) With prior approval of the Office[department], at any authorized charity fundraising
23 event conducted by a licensed charitable organization at an off-site location.

1 ~~(5)~~(4) All electronic pulltab games shall be sold and played at the authorized locations, which
2 shall be stated on the organization's charitable gaming license, and shall not be linked to other
3 authorized locations. A distributor may install electronic pulltab systems or devices in unlicensed
4 locations, for demonstration purposes only, if the system and devices do not accept payments or
5 pay out prizes, and the time period of the demonstration does not exceed seventy-two (72) hours.
6 The electronic pulltab system and devices shall not be operated unless a representative of the
7 licensed manufacturer or distributor conducting the demonstration is present.

8 ~~(6)~~(5) Electronic pulltab games shall not be transferred electronically or otherwise to any other
9 location by the licensed organization.

10 ~~(7)~~(6) An organization may remove from play a device that a player has not maintained in an
11 activated mode for a specified period of time determined by the organization. The organization
12 shall provide the notice in its house rules and shall allow the player to cash-out.

13 ~~(8)~~(7) Before purchasing or being provided with an electronic pulltab device, a player shall
14 present proof that the player is at least eighteen (18) years of age. Proof shall be in the form of a
15 picture identification card that includes the player's date of birth. If an organization uses a self-
16 service point of sale kiosk, identification shall be presented and verified at the door.

17 ~~(9)~~(8) Each player shall be limited to the use of one (1) electronic pulltab device at a time.

18 ~~(10)~~(9) If a player's electronic pulltab device malfunctions during a game, it shall be repaired or
19 the credits shall be transferred to another electronic pulltab device.

20 ~~(11)~~(10) The Office~~[department]~~ shall be allowed access to examine and inspect any part of an
21 electronic pulltab system. The Office~~[department]~~ shall be granted access to all electronic pulltab
22 devices in use by a charitable organization.

1 ~~(12)(41)~~ The organization shall reasonably ensure that the connection to the electronic pulltab
2 system's central computer system is operational at all times.

3 ~~(13)(42)~~ If the organization sells electronic pulltab devices for a discounted price or gives them
4 away as a promotion, the site system shall be programmed to account for the discounted item and
5 priced separately from those sold at the regular price. A generic discount key shall not be allowed.

6 ~~(14)(43)~~ The organization shall generate an Electronic Pulltab Receipts and Payouts report at the
7 end of each charitable gaming session and maintain it with the charitable gaming session records.
8 The Electronic Pulltab Receipts and Payouts worksheet shall be completed in the format of Form
9 CG-EPRP.

10 ~~(15)(44)~~ A manufacturer's representative or distributor's representative may be present during a
11 charitable gaming session only to consult, demonstrate, provide technical support, or train the
12 organization on the operation of the electronic pulltab system.

13 ~~(16)(45)~~ A licensed charitable organization shall ensure that an authorized C~~e~~hairperson is
14 present on the premises at all times that electronic pulltab devices are made available to the
15 public. A Chairperson shall not be compensated in any way by any person, organization, or any
16 other entity whatsoever, including by the leased business, charitable gaming facility licensee, or
17 the charitable organization, while acting as a Chairperson. A Chairperson may not be an on-duty
18 employee of any business where space is leased by a charitable gaming facility licensee in an
19 additional location as defined by Section (3). Officers, members, employees, and volunteers of
20 the charitable organization shall not be compensated in any way, including tips, for the time
21 served as a Chairperson.

22 Section 34. Incorporation by Reference.

1 (1) Form CG-EPRP, "Electronic Pulltab Receipts and Payouts", (2018), is incorporated by
2 reference.

3 (2) This material may be inspected, copied, or obtained, subject to applicable copyright law, at
4 the Office [Department] of Charitable Gaming, Kentucky Horse Racing & Gaming Corporation,
5 4047 Iron Works Parkway, Lexington, Kentucky 40511~~[Public Protection Cabinet, 500 Mero~~
6 ~~Street, Frankfort, Kentucky 40601]~~, Monday through Friday, 8 a.m. to 5:00 ~~4:30~~ p.m. This
7 material is also available on the Office's~~[department's]~~ Web site at dcg.ky.gov.

8 (32 Ky.R. 800; 1640; eff. 3-31-2006; 33 Ky.R. 3516; 34 Ky.R. 60; 257; eff. 8-31-2007; 42 Ky.R.
9 142; 1510; eff. 12-4-2015; 44 Ky.R. 2656; 45 Ky.R. 702, 1579; eff. 1-4-2019; TAm eff. 11-22-
10 2019; 49 Ky.R. 111, 1084; eff. 1-31-2023.)

READ AND APPROVED

Jonathan Rabinowitz
Chair, Kentucky Horse Racing & Gaming Corporation

Date

PUBLIC HEARING AND PUBLIC COMMENT PERIOD

A public hearing on this administrative regulation shall be held on {Month ##, 2025}, at {time}, at Kentucky Horse Racing & Gaming Corporation, 4047 Iron Works Parkway, Lexington, Kentucky 40511. Individuals interested in being heard at this hearing shall notify this agency in writing by five workdays prior to the hearing of their intent to attend. If no notification of intent to attend the hearing was received by that date, the hearing may be cancelled. A transcript of the public hearing will not be made unless a written request for a transcript is made. If you do not wish to be heard at the public hearing, you may submit written comments on the proposed administrative regulation. Written comments shall be accepted through {Month ##, 2025}. Send written notification of intent to be heard at the public hearing or written comments on the proposed administrative regulation to the contact person.

Contact Person: Ashleigh Bailey

Title: Chief Legal Officer

Address: Kentucky Horse Racing & Gaming Corporation, 4047 Iron Works Parkway,
Lexington, Kentucky 40511

Phone: (859) 246-2040

Fax: (859) 246-2039

Email: Ashleigh.Bailey@ky.gov

REGULATORY IMPACT ANALYSIS AND TIERING STATEMENT

820 KAR 1:032

Contact Person: Ashleigh Bailey

Phone: (859) 246-2040

Email: Ashleigh.Bailey@ky.gov

- (1) Provide a brief summary of:
 - (a) What this administrative regulation does:
 - (b) The necessity of this administrative regulation:
 - (c) How this administrative regulation conforms to the content of the authorizing statutes:
 - (d) How this administrative regulation currently assists or will assist in the effective administration of the statutes:
- (2) If this is an amendment to an existing administrative regulation, provide a brief summary of:
 - (a) How the amendment will change this existing administrative regulation:
 - (b) The necessity of the amendment to this administrative regulation:
 - (c) How the amendment conforms to the content of the authorizing statutes:
 - (d) How the amendment will assist in the effective administration of the statutes:
- (3) List the type and number of individuals, businesses, organizations, or state and local governments affected by this administrative regulation:
- (4) Provide an analysis of how the entities identified in question (3) will be impacted by either the implementation of this administrative regulation, if new, or by the change, if it is an amendment, including:
 - (a) List the actions that each of the regulated entities identified in question (3) will have to take to comply with this administrative regulation or amendment:
 - (b) In complying with this administrative regulation or amendment, how much will it cost each of the entities identified in question (3):
 - (c) As a result of compliance, what benefits will accrue to the entities identified in question (3):
- (5) Provide an estimate of how much it will cost the administrative body to implement this administrative regulation:
 - (a) Initially:
 - (b) On a continuing basis:
- (6) What is the source of the funding to be used for the implementation and enforcement of this administrative regulation:
- (7) Provide an assessment of whether an increase in fees or funding will be necessary to implement this administrative regulation, if new, or by the change if it is an amendment:
- (8) State whether or not this administrative regulation establishes any fees or directly or indirectly increases any fees:

(9) TIERING: Is tiering applied? *{Explain why or why not}*

FISCAL IMPACT STATEMENT

820 KAR 1:032

Contact Person: Ashleigh Bailey

Phone: (859) 246-2040

Email: Ashleigh.Bailey@ky.gov

(1) Identify each state statute, federal statute, or federal regulation that requires or authorizes the action taken by the administrative regulation: *{Response}*

(2) State whether this administrative regulation is expressly authorized by an act of the General Assembly, and if so, identify the act: *{Response}*

(3)(a) Identify the promulgating agency and any other affected state units, parts, or divisions: *{Response}*

(b) Estimate the following for each affected state unit, part, or division identified in (3)(a):

1. Expenditures:

For the first year: *{Response}*

For subsequent years: *{Response}*

2. Revenues:

For the first year: *{Response}*

For subsequent years: *{Response}*

3. Cost Savings:

For the first year: *{Response}*

For subsequent years: *{Response}*

(4)(a) Identify affected local entities (for example: cities, counties, fire departments, school districts): *{Response}*

(b) Estimate the following for each affected local entity identified in (4)(a):

1. Expenditures:

For the first year: *{Response}*

For subsequent years: *{Response}*

2. Revenues:

For the first year: *{Response}*

For subsequent years: *{Response}*

3. Cost Savings:

For the first year: *{Response}*

For subsequent years: *{Response}*

(5)(a) Identify any affected regulated entities not listed in (3)(a) or (4)(a): *{Response}*

(b) Estimate the following for each regulated entity identified in (5)(a):

1. Expenditures:

For the first year: *{Response}*

For subsequent years: *{Response}*

2. Revenues:

For the first year: *{Response}*

For subsequent years: *{Response}*

3. Cost Savings:

For the first year: *{Response}*

For subsequent years: *{Response}*

(6) Provide a narrative to explain the following for each entity identified in (3)(a), (4)(a), and (5)(a):

(a) Fiscal impact of this administrative regulation: *{Response}*

(b) Methodology and resources used to reach this conclusion: *{Response}*

(7) Explain, as it relates to the entities identified in (3)(a), (4)(a), and (5)(a):

(a) Whether this administrative regulation will have a “major economic impact”, as defined by KRS 13A.010(13): *{Response}*

(b) The methodology and resources used to reach this conclusion: *{Response}*

FEDERAL MANDATE ANALYSIS COMPARISON

820 KAR 1:032

Contact Person: Ashleigh Bailey

Phone: (859) 246-2040

Email: Ashleigh.Bailey@ky.gov

- (1) Federal statute or regulation constituting the federal mandate.
- (2) State compliance standards.
- (3) Minimum or uniform standards contained in the federal mandate.
- (4) Will this administrative regulation impose stricter requirements, or additional or different responsibilities or requirements, than those required by the federal mandate?
- (5) Justification for the imposition of the stricter standard, or additional or different responsibilities or requirements.

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming Board of Directors

FROM: Travers Manley, SVP, Gaming & Media Relations

DATE November 25, 2025

RE: **ELECTRONIC TABLE GAME THEMES AND TERMINALS FOR HISTORICAL HORSE RACING**

Churchill Downs Incorporated (“CDI”), Exacta Systems, LLC (“Exacta”), and Interblock Gaming (“Interblock”) have requested Kentucky Horse Racing & Gaming’s approval of a historical horse racing roulette game theme, system, and terminals. With most HHR requests, KHRG staff reviews and makes determinations of suitability for introduction in Kentucky. However, KHRG staff is presenting this request to this Board as it would introduce electronic table game themes and terminals to Kentucky.

CDI, Exacta, and Interblock provided a detailed summary of HHR roulette, including how players can handicap the races, place wagers, and view the races and wager results. Importantly, unlike a traditional roulette game, in HHR roulette the ball and wheel do not determine the outcome of the wagers. Rather, the ball stops on the number determined by historical horse race results. A copy of the summary, which includes pictures of the single player and multi-player terminals, are included with this memorandum.

HHR roulette involves a set of five historical horse races. One race is the “selector race” and horses in this race are assigned a number one through four. The winner of the selector race determines which of the four main races will include the “ultimate winner.” The horses in the four main races are assigned roulette numbers. The winner of the main race as determined by the selector race is the ultimate winner, whose corresponding number will be where the roulette wheel/ball stops.

Gaming Laboratories International (GLI), an independent, third-party testing laboratory, completed testing of the system, theme, and software against Kentucky’s regulations and determined the system operates as a pari-mutuel system of wagering. GLI also validated the accuracy of the accounting and verified the allocation of wagers into pari-mutuel pools, confirmed the outcome of the game is determined by the predictions made by the player and the historical horse race results, determined the help screens are accurate,

and tested the functionality and integrity of game play. Copies of GLI's certification letters are enclosed.

KHRG's staff review of this request included analysis of the enclosed materials, a demonstration of the game at Exacta's Lexington office, and numerous discussions with representatives of CDI, Exacta, and GLI. Following the review, KHRG staff has determined the system and components are compliant with KHRG regulations and statutes.

While the pending request from CDI, Exacta, and Interblock has a roulette game theme, KHRG staff anticipates future requests from our licensees will have other electronic table game themes and terminals. Therefore, KHRG staff recommends the general approval of the use of electronic table game themes and terminals for use in historical horse racing in Kentucky. Importantly, this approval would not change KHRG staff's determination of suitability process for HHR requests. Instead, this will grant authority to KHRG staff to review requests for approval of HHR game themes, systems, and math models involving an electronic table game theme or terminal, and, if all requirements are met, approve their suitability for introduction into the Kentucky market.

BOARD ACTION

_____ Approve

_____ Defer

_____ Deny

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming Board of Directors
FROM: Melissa Combs-Wright, Director of Pari-Mutuel Wagering
DATE: November 14, 2025
RE: **APPROVAL OF TOTALIZATOR SERVICE LICENSES FOR 2026**

Three (3) entities applied for a license to provide totalizator services to Kentucky licensed associations for the calendar year 2026. All applicants completed and submitted Form KHRG 3-030-1, the totalizator services application, and provided information regarding their backgrounds and operations. This information is required by 810 KAR 3:030 and allows the KHRG staff to investigate the scope of services to be offered by applicants. The KHRG staff reviewed all submitted material and made necessary requests for supplemental information which was provided.

Each application is for a renewed license and all three entities operated in Kentucky in 2025. The KHRG staff recommends approval of a renewal license to provide totalizator services for the calendar year 2026 for the following applicants:

1. Amtote International, Inc.
2. Global Tote US, LLC
3. United Tote Company

BOARD ACTION

____ Approve
____ Defer
____ Deny

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming Corporation
FROM: Melissa Combs-Wright, Director of Pari-Mutuel Wagering
DATE: November 14, 2025
RE: **APPROVAL OF ADVANCE DEPOSIT ACCOUNT WAGERING LICENSES FOR 2026**

Eight (8) entities applied to offer advance deposit account wagering ("ADW") services to Kentucky residents for the calendar year 2026. All applicants completed and submitted Form KHRG 3-040-1, the ADW application, and provided information regarding their backgrounds and ADW operations. This information is required by 810 KAR 3:040 and allows the KHRG staff to investigate the scope of services offered by applicants in addition to their suitability with the Kentucky horse racing industry.

Each ADW applicant is bonded or has secured funding for handle and player account balance liabilities. Additionally, each ADW applicant has submitted a certified statement ensuring the non-commingling of any player deposits. The KHRG staff reviewed all submitted material and made necessary requests for supplemental information which was provided. If an ADW license is approved, KHRG staff will review all white label affiliate requests, issue approval or denial as appropriate, and notify the ADW licensee accordingly.

All applications reviewed are for renewed licenses and all applicants operated in Kentucky in 2025. The KHRG staff recommends approval of a renewal license to conduct advance deposit account wagering for the calendar year 2026 for the following applicants:

1. AmWest Entertainment, LLC
2. eBet Technologies, Inc.
3. Lien Games Racing, LLC
4. NYRAbets, LLC
5. ODS Technologies, L.P. d/b/a TVG & FanDuel Racing
6. Churchill Downs Technology Initiatives Company
7. WatchandWager.com LLC
8. Xpressbet, LLC

BOARD ACTION

_____ Approve
_____ Defer
_____ Deny

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming
FROM: Drew Conners, Director, Incentives & Development
DATE: November 18, 2025
RE: **BACKSIDE IMPROVEMENT REQUEST – KEENELAND ASSOCIATION, INC.**

The Corporation received the enclosed letter from Keeneland on November 17, 2025, withdrawing their original request submitted to this board on February 11, 2025, and resubmitting an updated request towards the development of a combined Laundry Facility, Food Pantry, and Office Space to be utilized by Blue Grass Farms Charity at the Thoroughbred Center.

Total requested for the project is \$572,457.00. All details pertaining to the scope of work of the project can be found following this memorandum.

The KHRG confirms the project meets the statutory and regulatory requirements of KRS 230.3615 & 810 KAR 7:010. Funding is available. KHRG staff will inspect the installation once the project is complete. All invoices, photographs and communication will remain on file at the KHRG Offices for Corporation review.

The Kentucky Thoroughbred Association ("KTA") / Kentucky Thoroughbred Owners and Breeders ("KTOB"), and the Kentucky Horsemen's Benevolent and Protective Association ("KYHBPA") recommend approval of this request.

KHRG Staff Recommends Approval.

BOARD ACTION

_____ Approve
_____ Defer
_____ Deny



Keeneland Association, Inc.
4201 Versailles Road
Lexington, KY 40510
P.O. Box 1690
Lexington, KY 40586-1690
859 254-3412 Tel.
800 456-3412
859 288-4347 Fax
www.keeneland.com

November 17, 2025

Mr. Drew Conners
Kentucky Horse Racing & Gaming Corporation
4047 Iron Works Parkway
Paddock Office Building
Lexington, KY 40511

Dear Drew,

Keeneland Association hereby withdraws its initial proposal dated January 23, which requested \$146,942 in Backside Improvement Funds for the Laundry Facility at The Thoroughbred Center. In its place, Keeneland now submits a revised proposal for the development of a combined Laundry Facility, Food Pantry, and Office Space to be utilized by Blue Grass Farms Charity at The Thoroughbred Center.

Enclosed please find a schedule of proposed backside improvements requested by Keeneland Association pursuant to your administration of the Backside Improvement Fund (KRS 230.218). All of these expenditures are to improve conditions of the backside for Keeneland Association and its training facilities. We have supplied itemized estimates.

Keeneland currently has \$644,249.32 in available funds contributed to the Backside Improvement Fund. We would like to request pre-approval for \$572,457 for the projects enclosed and be allowed to have some discretion with when they are completed and the amount allocated to each project. When we seek reimbursement upon completion, we will provide the Corporation with written documentation and copies of all final invoices on completed projects. This process will allow us to utilize the funds in the most economical and beneficial manner for enhancing our backside and training facilities.

Thank you for your consideration, and please let me know if you have any questions regarding our request.

Sincerely,

Gatewood Bell
Vice President of Racing

Enclosures



Blue Grass Farms Charity

The pantry and office space will be occupied and managed by Blue Grass Farms Charity (BGFC), a 501(c)(3) nonprofit organization whose mission is to provide health and human services to individuals employed in the Central Kentucky Thoroughbred industry. The goal is to implement a system in which horsemen register for pantry access and schedule appointments to shop or request assistance during daytime operating hours. BGFC exclusively serves employees of the Thoroughbred industry.

Pantry items are sourced from donations and from God's Pantry Food Bank. To access the pantry, workers must be full-time employees and verified by their employer at a track, farm, or equine facility. However, the charity will not turn away any Thoroughbred industry worker experiencing urgent need for essential items that BGFC can provide. This facility will offer numerous benefits, most notably serving as a centralized hub for industry workers to obtain critical health and human services.

The laundry portion of the building will be owned and operated by The Thoroughbred Training Center. This addition will enhance backside operations by providing trainers with the convenience of a centralized laundry facility. It is designed specifically to support trainers stabled in our barns by offering a dedicated space for washing tack and equipment essential to their daily work.



2025 Backside Improvement Fund Projects - Proposed

11/14/2025

Available Funds for this period

\$ 644,249.32

1 Laundry Facility and B.G.F.C. Pantry
Fit-Up at TTC

	Cost per Unit	Qty.	Proposed	Actual	Variance
Bid Tab	\$ 715,452.00	1	\$ 715,452.00		\$ 715,452.00
Deduct for PVC Waterline	\$ (18,655.00)	1	\$ (18,655.00)		\$ (18,655.00)
PAC T250 or Equivalent Metal Roof	\$ 62,475.00	1	\$ 62,475.00		\$ 62,475.00
Addition for Copper withing Building	\$ 9,425.00	1	\$ 9,425.00		\$ 9,425.00
Addition for Insulation Wrap	\$ 604.00	1	\$ 604.00		\$ 604.00
Addition for Alternate Electric Work	\$ 14,990.00	1	\$ 14,990.00		\$ 14,990.00
Addition for Alternate Plumbing	\$ 8,852.00	1	\$ 8,852.00		\$ 8,852.00
Owner Provided Cost	\$ 79,314.00	1	\$ 79,314.00		\$ 79,314.00
Less B.G.F.C. Contribution to Project	\$ (300,000.00)	1	\$ (300,000.00)		\$ (300,000.00)
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -

Total Requested

\$ 572,457.00

\$ - \$ (572,457.00)

\$ 71,792.32

File Name: 2025 Backside Improvement Project Reimbursement Sheet - Proposed



11/10/2025

Keeneland- New Building- Laundry and B.G.F.C Pantry Fit-up

3220 Paris Pike

Lexington, KY 40507

Attn: Cody Parks

In accordance with our proposal, and the plans dated 9/19/25 from Million Architecture, addendum 01 on 10/8, we would like to present revised project totals. Below you will find clarifications on the scope of work for the project. We are confident that our approach will deliver the desired outcomes for this project.

Based on our original bid tab we have been tasked with including the Alternate of Replacing the shingles of the base bid with PAC T-250 Metal Roof Panels (or equal), as well as including Copper waterlines to be utilized within the building in lieu of the CPVC that was specified for the hot/cold water piping on P3.1. We will be utilizing 2-inch PVC waterline.

Additionally requested, our proposal includes the change to metal ductwork with external insulation in lieu of duct board, which was shown on the mechanical sheets.

Demo of the existing building will remain in our scope of work and covered under the original bid amount.

We want to again thank you for the opportunity, and we look forward to the project with your team.

Clarifications

Original Bid Tab- \$715,452

Deduct for PVC waterline- -\$18,655

Add for PAC- T-250 or equal metal roof- +\$62,475

Add for Copper within building-+\$9,425

Add for insulation wrap in lieu of duct board- +\$604

Add for alternate electric work -\$14990

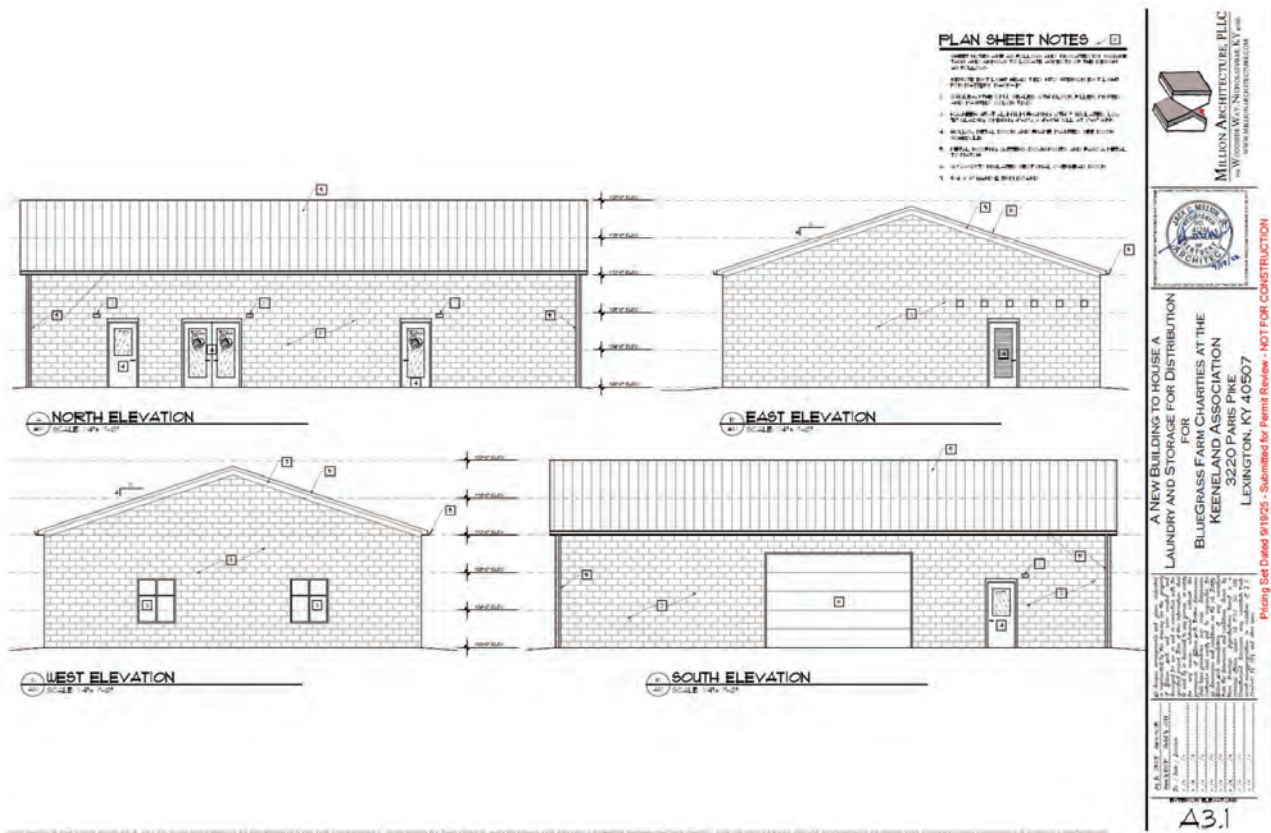
Add for alternate plumbing-+\$8852

Owner provided cost- +\$79,314

Total Project Cost-\$ 872,457

Thank you,

Briggs Commercial Construction





From: Tanner Perkins <tanner@briggs.us>
Sent: Wednesday, November 5, 2025 9:25 AM
To: jcm@millionarchitecture.com
Cc: David Briggs
Subject: Keeneland Subcontractor List/ Demo

Subcontractor List- Keeneland New Building

DGE- Site
84 Lumber- Lumber supplier
Ison's Plumbing- plumbing
Air Control- HVAC
Dand D Electric- Electric
Withrow Masonry- Mason
Stewart Contracting- Concrete
DGE- Demo
Jhawk Construction- Drywall, ACT, Insulation, Hat channel, MP
Winner Circle Painting- Painting
Howard Carpenter- Flooring
Aladdin Glass- Glazing
Schiller Hardware- Door hardware supplier
H Team - Roofing
Amzac Garage Doors- Garage Door

The demo number we had in our proposal for the existing structure was \$15,700

Also, following the meeting we realized there was a late proposal and in reviewing all other proposals that came in after the bid we would like to pass back \$3900 additional funds from our total bid. Our new bid total is \$715,452.

Thank you,

Tanner Perkins
606-308-3439
tanner@briggs.us

Briggs Commercial Construction
437 Lewis Hargett Circle Suite 150
Lexington, KY 40503
859-223-1278 (Office)
www.Briggs.us

Construction Proposal Form for:

Keeneland Association Inc.
4201 Versailles Road
Lexington, KY 40510

Design for a New Building to serve
Bluegrass Farm Charities
3220 Paris Pike
Lexington, KY 40511

Contractor Company Name: Briggs Commercial Construction

General Contractors Representative: Tanner Perkins

GMP Bid Sum \$ 719,352

Calendar Days from Contract to Substantial Completion 5 months ~150 days

ALTERNATES:

1. Eliminating the gypsum wall finishes in room numbers 106,107, and 108 and finishing the walls with hat channels and LPL1 metal panels.
Add \$ 8,760
2. Eliminating the ACT ceiling in 106, 107, and 108 and finishing and painting the gypsum wallboard on the underside of the trusses as the ceiling, hanging the light fixtures on chains.
Deduct \$ 5200
3. Replacing the shingles of the base bid with PAC T-250 metal roof panels (or equal)
Add - \$ 62,475
4. Deleting from the scope the demolition and removal of the Existing Building.
5. Deduct for using PVC Waterline - \$ 18,655

ADDENDA

Acknowledgement of Addenda Receipt(s):

- ☐ Addendum Number One: (initial) TP /10/8
- ☐ Addendum Number Two: (initial) _____
- ☐ Addendum Number Three: (initial) _____
- ☐ Addendum Number Four: (initial) _____

By signing as indicated below, this bid is offered for a period of not less than 30 days for a Guaranteed Maximum Price (GMP) contract to be entered into between the Keeneland Association, Inc.. as the Owner and the selected Contractor to perform construction and design services as referenced in the contract documents.

Bids are to be submitted to Million Architecture, on the date and time specified in the invitation, as the designated representative of Keeneland Association, Inc, per the bid instructions in the invitation e-mail.

Contractors are welcome to submit any additional information to accompany this Form of Proposal for consideration by the Owners.

Tanner Perkins
Signed (by representative listed above)

10/9/25
Dated

Bid Proposal

Keeneland- New Building
Lexington KY



10.09.25

437 Lewis Hargett Circle Suite 150. Lexington, KY
40503
Office 859.223.1278

Briggs Commercial Construction is pleased to present the following proposal for the New Building for Keeneland Association located on Paris Pike in Lexington, KY

Scope of Work

Division 01- General Conditions Includes- Site Management, Office and waste management, construction documents, temporary utilities.

Division 02- Site Improvements- Site work, , erosion control, grading, Paving to be Concrete and compacted DGA per the bid docs paving figured

Division 03- Concrete- building footers, slab, exterior concrete, sidewalk.

Division 04- Masonry- block building per the drawings

Division 05- Metals-includes lintels, metal panels

Division 06- Lumber package, , trusses, framing labor, blocking materials and labor, casework.

Division 07- Thermal and Moisture Protection- Insulation, caulking, waterproofing, shingle roof included, Hardie soffit

Division 08- Doors and Window-Includes 11 HM doors and frames and associated hardware sets, one garage door per plan, 2 storefront windows as indicated.

Division 09- Finishes- Drywall , paint, ceilings, Acoustical ceilings, Sealed concrete besides described rooms

Division 10- Specialties- Bathroom accessories as required by ADA

Division 11- Equipment- Not Included

Division 12- Furnishings Not included

Division 13- Special Construction Not included

Division 14- Conveying Systems Not included

Division 15- Mechanical- Mechanical take per plans

Division 16- Electrical- electrical gear and lighting package as described in plans,

Division 17- Permits and fees- construction permit and fees

Proposal Amount - \$ 719,352









Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming
FROM: Drew Conners, Director, Incentives & Development
DATE: November 19, 2025
RE: **RELEASE OF UNCASHED PARI-MUTUEL TICKETS**

Pursuant to KRS 230.362, any reported pari-mutuel ticket that has not been claimed within one (1) year from the time the ticket became payable is presumed to be abandoned. Annually, any person or association holding any unclaimed ticket(s) as of July 1st of that year shall submit a list to the Corporation by September 1st. Those lists are then verified by the respective tote company where the ticket(s) originated, and the public is notified by October 1st. By November 15th the sum of all unclaimed pari-mutuel tickets, less any claims and advertising to notify the public is due to the Corporation.

The distribution of those funds pursuant to KRS.230.374 and KRS.230.398 are as follows with additional information & details following this memorandum.

In accordance with KRS.230.374:

Funds collected by the Corporation shall be paid to the Kentucky Racing Health and Welfare Fund, Inc. apart from funds paid under KRS 230.398:

Total: \$1,787,053.91

In accordance with KRS.230.398:

Funds collected by the Corporation shall be paid to the Kentucky County Fair Purse Account and used for purses at harness racing events at county fairs within the Commonwealth of Kentucky.

Total: \$37,726.29

Please Note: This amount could vary slightly as we are awaiting final public notice to clear regarding Whitley Co. for ECL Corbin, LLC's Williamsburg location and any claims to come forward against their reported \$4,901.22.

KHRG staff recommends approval.

BOARD ACTION

_____ Approve

_____ Defer

_____ Deny

The following is a brief description of the funds for informational purposes:

The tickets turned over to the Kentucky Racing Health and Welfare Fund, Inc. and Kentucky County Fair Purse Account are over a year old. Specifically, these are tickets that were originally sold to bettors between July 1, 2023, and June 30, 2024, and were still unclaimed a year (or more) later on July 1, 2025. Below is a copy of the statutes regarding payments to the Kentucky Racing Health and Welfare Fund, Inc. and Kentucky County Fair Purse Account

KRS.230.374 Payments to Kentucky Racing Health and Welfare Fund, Inc.

All sums reported and paid to the corporation under the provisions of KRS 230.361 to 230.373, with the exception of funds paid under KRS 230.3612 and 230.398, shall be paid by the corporation to the Kentucky Racing Health and Welfare Fund, Inc., a nonprofit charitable corporation, organized for the benefit, aid, assistance, and relief of Thoroughbred owners, trainers, jockeys, valets, exercise riders, grooms, stable attendants, pari-mutuel clerks, and other Thoroughbred racing personnel employed in connection with racing, and their spouses and children, who can demonstrate their need for financial assistance connected with death, illness, or off-the-job injury and are not otherwise covered by union health and welfare plans, workers' compensation, Social Security, public welfare, or any type of health, medical, death, or accident insurance. These sums shall be paid on or before December 31 in each year, however, no payments shall be made by the corporation to the Kentucky Racing Health and Welfare Fund, Inc., unless the corporation and the Auditor of Public Accounts are satisfied that the fund is in all respects being operated for the charitable and benevolent purposes as set forth in this section and that no part of the funds paid to the fund by the corporation or any net earnings of the fund inure to the benefit of any private individual, director, officer, or member of the fund or any of the persons who turned over sums to the corporation representing unclaimed pari-mutuel tickets.

KRS.230.398 Funds to be used for purses at harness racing events at county fairs.

All sums reported and paid to the corporation under the provisions of KRS 230.361 to 230.373 by any licensee conducting a harness race meeting shall be used by it for purses at harness racing events at county fairs within the Commonwealth of Kentucky that have been licensed and approved by it. The corporation may promulgate administrative regulations for the conduct of these races.

Distribution of Funds and Verification of Fund Operations:

In accordance with KRS.230.374 collected amounts shall be paid on or before December 31, however, no payments shall be made by the authority to the Kentucky Racing Health and Welfare Fund, Inc., unless the authority and the Auditor of Public Accounts are satisfied that the fund is in all respects being operated for the charitable and benevolent purposes.

The following documents are enclosed:

- Letter from Karen Pehlke, Deputy-Executive Director of Kentucky Racing Health & Welfare, Inc. seeking transfer of funds;
- Copy of the Kentucky Racing Health & Welfare Fund audit report for 2024 prepared by Monroe Shine;
- Approval of the release of funds from the Kentucky State Auditor; and
- Charts reflecting dollars due to the funds

Unclaimed Parimutuel Tickets for 2025

Kentucky Racing Health & Welfare Fund

Monies to be turned over to the KY Racing Health & Welfare Fund pursuant to KRS 230.374

Thoroughbred & Quarter Horse Racing Facilities					
Racing Facility	Amount	Amount Claimed	Check Received	Advertising Paid	Total to Fund
Churchill Downs (Churchill Downs Racetrack, LLC)	\$ 992,138.95	\$27,286.79	\$964,852.16	\$710.55	\$964,141.61
Ellis Park (Ellis Entertainment, LLC)	\$ 90,286.68	\$0.00	\$90,286.68	\$42.95	\$90,243.73
Keeneland (Keeneland Association, Inc.)	\$ 532,416.67	\$222.45	\$532,194.22	\$206.96	\$531,987.26
Kentucky Downs (Kentucky Downs, LLC)	\$ 81,352.11	\$0.00	\$81,352.11	\$1,066.05	\$80,286.06
Turfway Park (Turfway Park, LLC)	\$ 118,537.76	\$6,357.65	\$112,180.11	\$292.90	\$111,887.21
Sandy's Racing & Gaming (Revolutionary Racing Kentucky, LLC)	\$ 9,012.78	\$21.60	\$8,991.18	\$483.14	\$8,508.04
Totals:	\$ 1,823,744.95	\$33,888.49	\$1,789,856.46	\$2,802.55	\$1,787,053.91
Total to Health & Welfare Fund:					\$1,787,053.91

Reporting Period (Uncashed Pari-Mutuel Tickets one (1) year old or older)
July 1, 2023 - June 30, 2024

Unclaimed Parimutuel Tickets for 2025

The KY Proud Series, Harness Racing at KY County Fairs

Monies to be used for harness racing at the KY County Fairs pursuant to KRS 230.398

Standardbred Horse Racing Facilities					
Racing Association	Amount	Amount Claimed	Check Received	Advertising Paid	Total to Fund
Cumberland Run ECL Corbin, LLC	\$ 8,750.32	\$ -	\$ 8,750.32	\$ 432.00	\$ 8,318.32
Red Mile Lexington Trots Breeders Assoc.	\$ 14,812.11	\$ 74.00	\$ 14,738.11	\$ 208.56	\$ 14,529.55
Oak Grove (WKY Development, LLC)	\$ 14,951.02	\$ -	\$ 14,951.02	\$ 72.60	\$ 14,878.42
Total	\$ 38,513.45	\$ 74.00	\$ 38,439.45	\$ 713.16	\$ 37,726.29

Reporting Period (Uncashed Pari-Mutuel Tickets one (1) year old or older)
(July 1, 2023 - June 30, 2024)

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming

FROM: Drew Conners, Director, Incentives & Development

DATE November 19, 2025

RE: **THE 2026 KENTUCKY SIRE STAKES, COMMONWEALTH, GOLDENROD, MINI-SERIES
AND KY PROUD SERIES RACE DATES & CONDITIONS**

Standardbred Racing in Kentucky continues to grow and is at an all-time high with increased purses and participation by Kentucky-bred horses in the Kentucky Sire Stakes (KYSS), Commonwealth, Goldenrod and Mini-Series. The Kentucky circuit consists of standardbred racing across the state that begins in March and ends in November at our three harness racetracks: Oak Grove, Red Mile and Cumberland Run. Not to mention, our KY Proud Series, consisting of eight county fair racing events throughout the state.

The imprint and racing format for 2026 will be similar to that of 2025. Again, we are predicting increased participation amongst nominated horses in all divisions and series.

The KY Standardbred Development Fund (KSDF) & KY Standardbred Breeders Incentive Fund (KSBIF) Advisory Committee met on November 18, 2025, recommending approval of the 2026 Race Dates & Conditions. All details and a summary of the funds follow this memorandum.

The KY Standardbred Development Fund (KSDF) & KY Standardbred Breeders Incentive Fund (KSBIF) Advisory Committee along with KHRG staff recommends approval.

BOARD ACTION

_____ Approve

_____ Defer

_____ Deny

The following is a brief description of the KYSS and funding for informational purposes:

Kentucky Sire Stakes (KYSS)

The Kentucky Sire Stakes is a culmination of a month-long series of preliminary races, with the biggest money earners getting a chance to compete in the finals at The Red Mile. The series includes two-and-three-year-old pacers and trotters for both fillies & colts.

Kentucky Standardbred Development Fund (KSDF):

This fund is to promote races and to provide purses for races for Kentucky-bred Standardbred horses. The fund is to be distributed to persons, corporations, or associations operating licensed Standardbred racetracks within Kentucky on an equitable basis, for the purposes of conducting separate races for two and three-year-old fillies and colts, both trotting and pacing. The KSDF receives its revenue under the provisions of KRS 138.510, taxes on pari-mutuel wagering.

Kentucky Standardbred Breeders' Incentive Fund (KSBIF):

The Kentucky Standardbred Breeders' Incentive Fund is financed from the 13% of all receipts collected from the 6% sales and use tax on the fees paid for breeding a stallion to a mare in Kentucky, together with any other money contributed, appropriated, or allocated to the fund from all other sources. The money deposited in the KSBIF is used to provide rewards for breeders or owners of Kentucky-bred Standardbred horses.

Summary of 2026 Standardbred Racing:

Kentucky Proud Series (County Fairs):

KY Proud 2YO & 3YO Series	\$ 2,363,625.00
FINALS - KY Proud Series (\$50K ea.)	\$ 400,000.00

Total Projected Purse Estimation to be Distributed: \$2.8M

Oak Grove:

Oak Grove Early Sire Stakes (2YO & 3YO)	\$ 2,930,000.00
Oak Grove Maturity (4YO Series)	\$ 1,536,000.00
4YO SERIES I FINAL (\$100K ea.)	\$ 400,000.00
4YO SERIES II FINAL (\$150K ea.)	\$ 600,000.00

Total Projected Purse Estimation to be Distributed: \$5.5M

Red Mile:

Red Mile KYSS Championship Series (2YO & 3YO)	\$ 3,370,000.00
KYSS Championship Finals (\$400K ea.)	\$ 3,200,000.00
Red Mile Commonwealth Series (2YO & 3YO)	\$ 2,067,000.00
Commonwealth Finals (\$100K ea.)	\$ 800,000.00
Red Mile Goldenrod Series (2YO & 3YO)	\$ 1,607,000.00
Goldenrod Finals (\$50K ea.)	\$ 400,000.00
Red Mile Wildcat Series (2YO & 3YO)	\$ 815,000.00
Red Mile Maturity (4YO Series)	\$ 465,000.00

Total Projected Purse Estimation to be Distributed: \$12.7M

Cumberland Run:

Cumberland Run Late Sire Stakes (2YO & 3YO)	\$ 2,500,000.00
Finals (\$100K ea.)	\$ 800,000.00
Cumberland Run Maturity (4YO Series)	\$ 780,000.00

Total Projected Purse Estimation to be Distributed: \$4M

Stallion Bonus Program (Capped at \$2M): *Projected Bonus Estimation to Eligible Horses: \$750K*

Projected Purse Estimation to be Distributed: \$25M - \$27M

**** Includes Funding for Problem Gambling, International Harness Racing Event Reserve Account and up to 10% for Administration of the KHRG per KRS.230.770.**

2026 Kentucky Standardbred Development Fund Race Dates

OAK GROVE

Oak Grove Early Sire Stakes:

2YO Race Dates

Event 1: 6/22 (All Divisions) (6/23 optional)
Event 2: 7/6 (All Divisions) (7/7 optional)
Event 3: 7/13 (All Divisions) (7/14 optional)

3YO Race Dates

Event 1: 6/23 (All Divisions) (6/24 optional)
Event 2: 7/7 (All Divisions) (7/8 optional)
Event 3: 7/13 (All Divisions) (7/14 optional)

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for each Event is \$200.

Two and Three-Year-Olds will race in a series of three Events raced on the above dates (or optional dates). Each Event will consist of races in each division for the week of the Event. The structure for 2026 will not involve the traditional 2 legs and a final. The details for the Events are set forth below.

Two-Year Olds (a maximum of 8 horses in each race; no trailers)

- **Event 1**
 - All entered horses race for \$40,000 with an open draw in each division.
- **Event 2**
 - The top horses (i.e. 1st through 4th place) in each race within a division from Event 1 move up to a \$60,000 race with an open draw. The exact number of horses moving up will be determined based on the number of divisional races in Event 1 with sufficient horses moving up to establish full fields.
 - The remaining horses within a division in the Event 1 races (i.e. horses finishing 5th or behind) remain at the \$40,000 level with an open draw.
 - Any horse that enters in Event 2 that did not race in Event 1, will be entered to race for \$40,000 and are included in the open draw above.
- **Event 3**
 - The top 8 earners in each of the divisional races from Event 1 and Event 2 race for \$80,000 with an open draw.
 - The remaining horses within each division race for \$50,000 with an open draw.
 - Horses that did not enter in Event 1 or Event 2 will have the potential to race in Kentucky Bred Maiden Races for \$30,000 if there are at least 6 horses entered (at the race secretary's discretion).

Three-Year Olds (a maximum of 8 horses in each race; no trailers)

- **Event 1**
 - All entered horses race for \$40,000 with an open draw in each division.
- **Event 2**
 - The top horses (i.e. 1st through 4th place) in each race within a division from Event 1 move up to a \$60,000 race with an open draw. The exact number of horses moving up will be determined based on the number of divisional races in Event 1 with sufficient horses moving up to establish full fields.
 - The remaining horses within a division in the Event 1 races (i.e. horses finishing 5th or behind) remain at the \$40,000 level with an open draw.
 - Any horse that enters in Event 2 that did not race in Event 1, will be entered to race for \$40,000 and are included in the open draw above.

- **Event 3**

- The top 8 earners in each of the divisional races from Event 1 and Event 2 race for \$80,000 with an open draw.
- The remaining horses within each division race for \$50,000 with an open draw.
- Horses that did not enter in Event 1 or Event 2 will have the potential to race in Kentucky Bred Maiden Races for \$30,000 if there are at least 6 horses entered (at the race secretary's discretion).

For both the 2YOs and 3YOs when starters are being finalized for Event 3, where there is a tie in total earnings from Event 1 and Event 2, an open draw for the final slot(s) will separate the horses with equal earnings to establish the top 8. The Race Association and the KHRG have the final decision on any disputes that might arise.

Oak Grove 4YO Series:

4YO Series I Race Dates

Leg 1: 4/27
Leg 2: 5/4
Final: 5/16

Legs (2): \$50,000 Guaranteed
Final: \$100,000

4YO Series II Race Dates

Leg 1: 5/25
Leg 2: 6/1
Leg 3: 6/15
Final: 6/22

Legs (3): \$50,000 Guaranteed
Final: \$150,000

Eligibility & Rules:

- 1) All entries must be a Kentucky-bred as defined by 810 KAR 7:040.
- 2) All KHRG paperwork must be completed.
- 3) All owners, trainers, grooms, and drivers must have a KHRG license.
- 4) Entry Fee: two hundred and fifty (\$250) for each leg; no entry fee on finals.
- 5) All entries must be made by the time designated on the racetrack condition sheet.
- 6) All entries are subject to approval by the racetrack Race Secretary.
- 7) Horses must show a clean charted line within forty-five (45) days of race.
- 8) There must be at least four (4) entries, or the leg(s) will be canceled, and no purse money will be paid out.
- 9) Horses must start in a minimum of one (1) leg of a series to be eligible to the finals for that series.
- 10) The top eight (8) points earners who enter will make the Final.
- 11) There shall be eight (8) horses on the gate. Splits shall be as follows:
 - 1-9: 1 division
 - 10-18: 2 divisions
 - 19-27: 3 divisions
 - 28-36: 4 divisions
- 12) The Race Association and the KHRG have the final decision on any disputes that might arise.

By entering, all involved agree to the rules of the 4YO Series at Oak Grove.

RED MILE

Kentucky Sire Stakes, Commonwealth & Goldenrod:

2YO Race Dates

Leg 1: 8/2 CP; 8/3 CT; 8/4 FP; 8/5 FT
Leg 2: 8/11 CP; 8/12 CT; 8/16 FP; 8/17 FT
Leg 3: 8/23 CP; 8/24 CT; 8/25 FP; 8/26 FT
Leg 4: 9/1 CP; 9/2 CT; 9/6 FP; 9/7 FT

Finals:

KYSS Championship: 9/20
*Commonwealth: 9/21
Goldenrod: 9/22

3YO Race Dates

Leg 1: 8/9 FT & CP; 8/10 CT & FP
Leg 2: 8/18 CP & FT; 8/19 CT & FP
Leg 3: 8/30 CP & FT; 8/31 CT & FP
Leg 4: 9/8 CP; 9/9 FT; 9/13 CT & FP

Finals:

KYSS Championship: 9/20
*Commonwealth: 9/21
Goldenrod: 9/22

*** There is a possibility that two of the Commonwealth Finals will be held on KYSS Championship Final Day (Sunday, September 20, 2026).*

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for a Kentucky Sire Stakes (KYSS) – Championship Series preliminary legs is \$400, for all Commonwealth preliminary legs \$150 and for all Golden Rod preliminary legs \$75. There are no fees for entry into any of the Finals. Horses must start in at least one leg to be eligible for the Finals for that series.

KENTUCKY SIRE STAKES – CHAMPIONSHIP SERIES

2YO and 3YO
4 Legs + Final
Legs: \$80,000 Guaranteed
Finals: \$400,000

COMMONWEALTH SERIES

2YO and 3YO
4 Legs + Final
Legs: \$30,000 Guaranteed
Finals: \$100,000

GOLDEN ROD SERIES

2YO and 3YO
4 Legs + Final
Legs: \$15,000 Guaranteed
Finals: \$50,000

Championship, Commonwealth, and Goldenrod Series: The Championship, Commonwealth, and Goldenrod Series are presently conducted at The Red Mile as 4 Legs and a Final. The following racing conditions apply:

- Eligible horses may move up and down among each of the Championship, Commonwealth, and Goldenrod Series for the first three (3) legs of the Series.
- Points are only accumulated in each series and are not combined at any time between the series. For example, if a horse placed first in one (1) leg of the Championship Series, one (1) leg of the Commonwealth Series and one (1) leg of the Goldenrod Series; the horse will have 50 points in each series (not a combined total of 150 points).
- After the conclusion of the third leg of each series, a horse may continue to move up from the Goldenrod to the Commonwealth or Championship Series, or from the Commonwealth to the Championship Series. Provided, however, a horse that is ranked in the top ten (10) in points earnings after 3 Legs in either the Championship or Commonwealth may not move down from the Championship to the Commonwealth Series or Goldenrod Series or from the Commonwealth Series to the Goldenrod Series. Horses not in the top ten (10) of either the Championship Series or Commonwealth Series may freely move down one level to either the Commonwealth or Goldenrod Series.
- At the conclusion of the 4 preliminary legs, if a horse is one of the top ten in points earned in more than one series, the horse must race in the series final where they have accumulated the most points, with the following exceptions: i) if a horse is one of the top ten (10) point earning horses in the Commonwealth Series, the horse may elect to move up to the Championship Series Final, if there are open spots available for such horse in its appropriate division; and ii) if a horse is one of the top ten (10) point earning horses in the Goldenrod Series, the horse may elect to move up to the Commonwealth Series Final if there are open spots available for such horse in its appropriate division.

For purposes of the Kentucky Sire Stakes – Championship Series Final, Commonwealth Series Final and Goldenrod Series Final, all provisions of 810 KAR 7:040 govern.

Wildcat Series at The Red Mile

2YO Race Dates

Leg 1: 8/2 CP; 8/3 CT; 8/4 FP; 8/5 FT
Leg 2: 8/11 CP; 8/12 CT; 8/16 FP; 8/17 FT
Leg 3: 8/23 CP; 8/24 CT; 8/25 FP; 8/26 FT
Leg 4: 9/1 CP; 9/2 CT; 9/6 FP; 9/7 FT
Leg 5: 9/14 CT & CP; 9/15 FP & FT

Legs (5): \$10,000 Guaranteed

3YO Race Dates

Leg 1: 8/9 FT & CP; 8/10 CT & FP
Leg 2: 8/18 CP & FT; 8/19 CT & FP
Leg 3: 8/30 CP & FT; 8/31 CT & FP
Leg 4: 9/8 CP; 9/9 FT; 9/13 CT & FP
Leg 5: 9/21 CP & FT; 9/22 CT & FP

Legs (5): \$10,000 Guaranteed

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for all legs is \$50. Races must have a minimum of five (5) entries to draw.

2YO Conditions:

1st condition – Non-winners of \$7,500 in 2026. Kentucky Proud Series earnings excluded.
2nd condition – Non-winners of \$12,500 in 2026. Kentucky Proud Series earnings excluded.

3YO Conditions:

1st condition – Non-winners of \$12,500 in 2026. Kentucky Proud Series earnings excluded.
2nd condition – Non-winners of \$20,000 in 2026. Kentucky Proud Series earnings excluded.

The Red Mile 4YO Series

4YO Race Dates

Leg 1: 7/27 H&GP & MP; 7/28 H> & MT
Leg 2: 8/24 H&GP, MP; 8/25 H> & MT
Leg 3: 9/14 H&GP, MP; 9/15 H> & MT

Legs (3): \$35,000 Guaranteed

Eligibility & Rules:

- 1) All entries must be a Kentucky-bred as defined by 810 KAR 7:040.
- 2) All KHRG paperwork must be completed.
- 3) All owners, trainers, grooms, and drivers must have a KHRG license.
- 4) Entry Fee: One hundred and seventy-five (\$175) for each leg.
- 5) All entries must be made by the time designated on the racetrack condition sheet.
- 6) All entries are subject to approval by the racetrack Race Secretary.
- 7) Horses must show a clean charted line within forty-five (45) days of race.
- 8) There must be at least four (4) entries, or the leg(s) will be canceled, and no purse money will be paid out.
- 9) There shall be ten (10) horses on the gate and the race shall split at thirteen (13) horses
- 10) Race Associations and the KHRG have the final decision on any disputes that might arise.

By entering, all involved agree to the rules of the 4YO Series at The Red Mile.

CUMBERLAND RUN

Cumberland Run Late Sire Stakes:

2YO Race Dates

Leg 1: 10/17 CP & FP; 10/18 CT & FT
Leg 2: 10/26 CP & FP; 10/27 CT & FT
Final: 11/10 (All Divisions)

3YO Race Dates

Leg 1: 10/19 CP & FP; 10/20 CT & FT
Leg 2: 11/2 CP & FP; 11/3 CT & FT
Final: 11/10 (All Divisions)

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for Late Sire Stakes preliminary legs is \$200. There are no fees for entry into the Finals. Horses must start in a minimum of one (1) leg to be eligible for the Final.

2YO and 3YO

Legs (2): \$40,000 Guaranteed
Finals: \$100,000

Cumberland Run 4YO Series:

4YO Race Dates

Leg 1: 10/25 (All Divisions)
Leg 2: 11/1 (All Divisions)
Leg 3: 11/10 (All Divisions)

4YO

Legs (3): \$50,000 Guaranteed

Eligibility & Rules:

- 1) All entries must be a Kentucky-bred as defined by 810 KAR 7:040.
- 2) All KHRG paperwork must be completed.
- 3) All owners, trainers, grooms, and drivers must have a KHRG license.
- 4) Entry Fee: Two hundred fifty (\$250) for each leg.
- 5) All entries must be made by the time designated on the racetrack condition sheet.
- 6) All entries are subject to approval by the racetrack Race Secretary.
- 7) Horses must show a clean charted line within forty-five (45) days of race.
- 8) There must be at least four (4) entries, or the leg(s) will be canceled, and no purse money will be paid out.
- 9) There shall be eight (8) horses on the gate and the race shall split at eleven (11) horses.
- 10) The top eight (8) points earners who enter will make the Final.
- 11) Race Associations and the KHRG have the final decision on any disputes that might arise.

By entering, all involved agree to the rules of the 4YO Series at Cumberland Run.

Kentucky Standardbred Development Fund Stallion Bonus

Beginning with foals born in 2022, any horse (1) by a stallion nominated to the program per 810 KAR 7:040 and standing in Kentucky, and (2) out of a mare residing in Kentucky for 180 days and nominated to the program per 810 KAR 7:040, is eligible to participate in the KSDF Stallion Bonus Program. Qualifying horses are eligible to receive a 50% bonus on final purse distributions when placed 1st-5th in all 2-year-old and 3-year-old Kentucky Sire Stakes and Kentucky Proud Races. The Stallion Bonus Program is capped at a total of \$2 million dollars annually. All bonuses will be paid once harness racing concludes for the year to the registered owner of the horse at the time it raced. If the \$2 million dollar cap is met within the racing year, then all awards will be paid on a pro rata basis.

2026 KENTUCKY PROUD SERIES CONDITIONS

To be eligible for the Kentucky Proud Series, the horse must be a two (2) year old or a three (3) year old that is a Kentucky-bred as defined in 810 KAR 7:040 and has met all requirements of 810 KAR 5:080.

Race Dates:

- Ballard County Fair (LaCenter)
Saturday, May 23
(optional days May 22 & May 24)
- Purchase District Fair (Mayfield)
Saturday, May 30
(optional days May 29 & May 31)
- McCracken County Fair (LaCenter)
Saturday, June 6
(optional days June 5 & June 7)
- Washington County Fair (Lebanon)
Wednesday, June 20
(optional days June 19 & June 21)
- Marion County Fair (Lebanon)
Saturday, June 27
(optional June 26 & June 28)
- Woodford County Fair (Highbramble)
Saturday, July 4
(optional days July 3 & July 5)
- Mercer County Fair (The Red Mile)
Saturday, July 18
(optional days July 17 & July 19)
- Sunday, July 26: KY Proud Finals
(The Red Mile)

Purses: Each race will have a purse of \$1,500 per entry per division with a minimum purse of \$6,000, per race and a Finals purse of \$50,000.

Fees to participate in 2026: Paid to the Kentucky Horse Racing and Gaming except when noted.

1. A nomination fee of fifty (\$50) dollars per horse due on or before **March 1, 2026;**
2. A sustaining fee of two hundred (\$200) per horse due on or before **May 1, 2026;**
3. An entry fee of one hundred (\$100) dollars per horse, per race, due to the fair prior to post time; and
4. A two hundred (\$200) entry fee shall be due prior to post time for a horse eligible for the finals.

Number of Starters and Purse Distributions: There shall be no more than two (2) trailers in any race.

- On a one (1) mile track, there shall be ten (10) horses on the gate and the race shall split on eleven (11) horses.
- On a half mile track, there shall be five (5) horses on the gate with two (2) trailers, and the race shall split on eight (8) horses.
- On a five-eighths mile track, there shall be eight (8) horses on the gate and the race shall split at nine (9) horses.

The purse for each race shall be divided as follows:

- (a) Five (5) starters - fifty (50) percent, twenty-five (25) percent, twelve (12) percent, eight (8) percent, and five (5) percent;
- (b) Four (4) starters - fifty (50) percent, twenty-five (25) percent, twelve (12) percent, eight (8) percent, and the remaining five (5) percent reverts back to the fund;
- (c) Three (3) starters - fifty (50) percent, twenty-five (25) percent, twelve (12) percent, and the remaining thirteen (13) percent reverts back to the fund;
- (d) Two (2) starters - fifty (50) percent, twenty-five (25) percent, and the remaining twenty-five (25) percent reverts back to the fund; and

- (e) One (1) starter - fifty (50) percent, and the remaining fifty (50) percent reverts back to the fund.

Minimum Number of Starts: In addition to the points set forth below, a horse must have started in at least one-half (50%) of the Kentucky Proud Series to be eligible to race in the Kentucky Proud Series Final.

Points Distribution:

- (1) Points shall be awarded in an early closing race, and any division of an early closing race, as follows:
 - (a) First place finisher - fifty (50) points;
 - (b) Second place finisher - twenty-five (25) points;
 - (c) Third place finisher - twelve (12) points;
 - (d) Fourth place finisher - eight (8) points;
 - (e) Fifth place finisher - five (5) points; and
 - (f) Each starter that finishes out of the money - one (1) point.
- (2) If two (2) horses dead-heat for any position, they shall each receive one-half (1/2) of the points awarded for that position and one-half (1/2) of the points awarded for the next lower position. The same procedure shall be used for the allocation of points if there is a dead-heat of three (3) or more horses.
- (3) A horse that is declared in and then is the subject of a judge's scratch shall be awarded one (1) point based upon the decision of the presiding judge. This decision shall be final.
- (4) If there is a tie among two (2) or more horses with the same number of points, the tie shall be resolved in favor of the horse with the higher earnings in the early fair events in which the horses have competed.
- (5) If any races are canceled due to weather conditions and are not rescheduled for a later date, the points for distribution set forth in this section shall not apply, and instead one (1) point shall be awarded to each horse entered for that race date.

The KHRG has the final decision on any disputes that might arise.

Horses eligible for the Kentucky Proud Series may be eligible for early closing events approved by the Kentucky Sire Stakes Advisory panel from time to time.

March 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23 Oak Grove	24 Oak Grove	25	26	27	28
29	30 Oak Grove	31 Oak Grove				

April 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
					Good Friday	
5	6 Oak Grove	7 Oak Grove	8	9	10	11
Easter Sunday						
12	13 Oak Grove	14 Oak Grove	15	16	17	18
19	20 Oak Grove	21 Oak Grove	22	23	24	25
26	27 Oak Grove	28 Oak Grove	29	30		
	4YO SERIES I - LEG 1					

May 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 (Optional Day) Oak Grove KY Oaks KY Derby
3	4 Oak Grove 4YO SERIES I - LEG 2	5 Oak Grove	6	7	8	9 (Optional Day) Oak Grove
10 Oak Grove	11 Oak Grove	12 (Optional Day) Oak Grove	13	14	15	16 (Optional Day) Oak Grove 4YO SERIES I FINALS
17	18 Oak Grove	19 Oak Grove	20	21	22 (Optional Day) KY PROUD: Ballard Co. Fair (La Center)	23 KY PROUD: Ballard Co. Fair (La Center)
24 (Optional Day) KY PROUD: Ballard Co. Fair (La Center)	25 Memorial Day Oak Grove 4YO SERIES II - LEG 1	26 Oak Grove	27	28	29 (Optional Day) KY PROUD: Purchase District Fair (Mayfield)	30 KY PROUD: Purchase District Fair (Mayfield)
31 (Optional Day) KY PROUD: Purchase District Fair (Mayfield)						

June 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Oak Grove 4YO SERIES II - LEG 2	2 Oak Grove	3	4	5 (Optional Day) KY PROUD: McCracken Co. Fair (LaCenter)	6 KY PROUD: McCracken Co. Fair (LaCenter)
7 (Optional Day) KY PROUD: McCracken Co. Fair (LaCenter)	8 Oak Grove	9 Oak Grove	10	11	12	13
14	15 Oak Grove 4YO SERIES II - LEG 3	16 Oak Grove	17	18	19 <i>Juneteenth</i> (Optional Day) KY PROUD: Washington Co. Fair (Lebanon)	20 KY PROUD: Washington Co. Fair (Lebanon)
21 (Optional Day) KY PROUD: Washington Co. Fair (Lebanon) (optional)	22 Oak Grove 2YO - EVENT 1 4YO SERIES II FINALS	23 Oak Grove 3YO - EVENT 1	24 (Optional Day) Oak Grove	25	26 (Optional Day) KY PROUD: Marion Co. Fair (Lebanon)	27 KY PROUD: Marion Co. Fair (Lebanon)
28 (Optional Day) KY PROUD: Marion Co. Fair (Lebanon)	29 Oak Grove	30 Oak Grove				

July 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 (Optional Day) Oak Grove	2	3 (Optional Day) KY PROUD: Woodford Co. Fair (Highbramble)	4 Independence Day KY PROUD: Woodford Co. Fair (Highbramble)
5 (Optional Day) KY PROUD: Woodford Co. Fair (Highbramble)	6 Oak Grove 2YO - EVENT 2	7 Oak Grove 3YO - EVENT 2	8 (Optional Day) Oak Grove	9	10	11
12	13 Oak Grove 2YO & 3YO - EVENT 3	14 Oak Grove	15	16	17 (Optional Day) KY PROUD: Mercer Co. Fair (Red Mile)	18 KY PROUD: Mercer Co. Fair (Red Mile)
19 (Optional Day) KY PROUD: Mercer Co. Fair (Red Mile)	20	21	22	23	24	25
26 The Red Mile KY PROUD FINALS: (RED MILE)	27 The Red Mile 4YO - LEG 1 H&GP / MP	28 The Red Mile 4YO - LEG 1 H> / MT	29	30	31	

August 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2 The Red Mile	3 The Red Mile	4 The Red Mile	5 The Red Mile	6	7	8
KYSS + WILDCAT 2YO CP - LEG 1	KYSS + WILDCAT 2YO CT - LEG 1	KYSS + WILDCAT 2YO FP - LEG 1	KYSS + WILDCAT 2YO FT - LEG 1			
9 The Red Mile	10 The Red Mile	11 The Red Mile	12 The Red Mile	13	14	15
KYSS + WILDCAT 3YO CP / 3YO FT - LEG 1	KYSS + WILDCAT 3YO CT / 3YO FP - LEG 1	KYSS + WILDCAT 2YO CP - LEG 2	KYSS + WILDCAT 2YO CT - LEG 2			
16 The Red Mile	17 The Red Mile	18 The Red Mile	19 The Red Mile	20	21	22
KYSS + WILDCAT 2YO FP - LEG 2	KYSS + WILDCAT 2YO FT - LEG 2	KYSS + WILDCAT 3YO CP / 3YO FT - LEG 2	KYSS + WILDCAT 3YO CT / 3YO FP - LEG 2			
23 The Red Mile	24 The Red Mile	25 The Red Mile	26 The Red Mile	27	28	29
KYSS + WILDCAT 2YO CP - LEG 3	KYSS + WILDCAT 2YO CT - LEG 3 4YO - LEG 2 H&GP / MP	KYSS + WILDCAT 2YO FP - LEG 3 4YO - LEG 2 H> / MT	KYSS + WILDCAT 2YO FT - LEG 3			
30 The Red Mile	31 The Red Mile					
KYSS + WILDCAT 3YO CP / 3YO FT - LEG 3	KYSS + WILDCAT 3YO CT / 3YO FP - LEG 3					

September 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 The Red Mile	2 The Red Mile	3	4	5
		KYSS + WILDCAT 2YO CP - LEG 4	KYSS + WILDCAT 2YO CT - LEG 4			
6 The Red Mile	7 The Red Mile <i>Labor Day</i>	8 The Red Mile	9 The Red Mile	10	11	12
KYSS + WILDCAT 2YO FP - LEG 4	KYSS + WILDCAT 2YO FT - LEG 4	KYSS + WILDCAT 3YO CP - LEG 4	KYSS + WILDCAT 3YO FT - LEG 4			
13 The Red Mile	14 The Red Mile	15 The Red Mile	16	17	18	19
KYSS + WILDCAT 3YO CT / 3YO FP - LEG 4	4YO - LEG 3 H&GP / MP WILDCAT - LEG 5 2CT / 2CP	4YO - LEG 3 H> / MT WILDCAT - LEG 5 2FP / 2FT				
20 The Red Mile	21 The Red Mile COMMONWEALTH FINALS	22 The Red Mile GOLDENROD FINALS	23	24	25	26
CHAMPIONSHIP FINALS	WILDCAT - LEG 5 3CP / 3FT	WILDCAT - LEG 5 3CT / 3FP				
27	28	29	30			

October 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 The Red Mile	2 The Red Mile	3 The Red Mile
4	5	6	7	8	9 The Red Mile	10 The Red Mile
11 The Red Mile KY Futurity	12	13	14	15	16	17 Cumberland Run KYSS 2YO CP & FP - LEG 1
18 Cumberland Run KYSS 2YO CT & FT - LEG 1	19 Cumberland Run KYSS 3YO CP & FP - LEG 1	20 Cumberland Run KYSS 3YO CT & FT - LEG 1	21	22	23	24 Cumberland Run
25 Cumberland Run 4YO SERIES - LEG 1	26 Cumberland Run KYSS 2YO CP & FP - LEG 2	27 Cumberland Run KYSS 2YO CT & FT - LEG 2	28	29	30	31

November 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Cumberland Run	2 Cumberland Run	3 Cumberland Run	4	5	6	7
4YO SERIES - LEG 2	KYSS 3YO CP & FP - LEG 2	KYSS 3YO CT & FT - LEG 2				
8 Cumberland Run	9 Cumberland Run	10 Cumberland Run	11	12	13	14
		KYSS 2YO & 3YO FINALS 4YO SERIES - LEG 3	Veteran's Day			
15	16	17	18	19	20	21
22	23	24	25	26	27	28
					Thanksgiving	
29	30					

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



4047 Iron Works Parkway
Lexington, KY 40511
Phone: (859) 246-2040
Fax: (859) 246-2039

Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing and Gaming
FROM: Barbara Borden, Chief State Steward
DATE November 19, 2025
RE: **APPROVAL OF TURFWAY PARK, LLC'S PROPOSED 2025 HOLIDAY RACE MEET & 2026 WINTER/SPRING RACE MEET**

By letter dated November 5, 2025, Tyler Picklesimer, Director of Racing/Racing Secretary at Turfway Park, LLC (Turfway Park), requests approval of the attached updated roster of Racing Officials for Turfway Park's 2025 Holiday Race Meet and 2026 Winter Spring Race Meet conducted at Turfway Park. Please be advised that all Stewards have been accredited by Racing Officials Accreditation Program (ROAP) and all officials will be licensed by the opening day of its meet.

KHRGC staff recommends approval.

BOARD ACTION

_____ Approve

_____ Defer

_____ Deny



November 5, 2025
Jamie Eads, President and CEO
Kentucky Horse Racing and Gaming Corporation
4047 Ironworks Parkway
Lexington, KY 40511

Ms. Eads:

We have had a couple of unavoidable changes to the Turfway Park Racing Officials roster since it was approved at the October KHRGC meeting.

Due to health reasons, Placing Judge / Entry Clerks, Ed Meyer will not be able to work the meet. Additionally, Outrider John Lee Wells will not be returning.

Alex White has agreed to fill the Placing Judge / Entry Clerk position. Alex is currently licensed by the KHRGC and most recently served as a placing judge during the 2025 Ellis Park Meet.

H. Marie Adams has agreed to fill the Outriders position. Marie has worked as an Outrider at Belterra Park in Ohio the last couple of seasons. Marie is currently licensed as a Racing Official by the KHRGC.

In addition, David Wilson, Jr. will serve as the paddock blacksmith. David is currently working as the paddock blacksmith at Indiana Downs. David will obtain the appropriate KHRGC license prior to the start of the Holiday Meet.

Please let me know if you have any questions or concerns.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tyler B. Picklesimer".

Tyler B. Picklesimer
Director of Racing / Racing Secretary

Racing Department • 7500 Turfway Road, KY 41042 • (859) 647-4705 / (800) 815-2806 • Fax: (859) 647-4739 •

www.turfway.com

Andy Beshear
GOVERNOR

Jacqueline Coleman
LIEUTENANT GOVERNOR



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Lexington, KY 40511
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Jamie Eads
PRESIDENT & CEO

Jonathan Rabinowitz
CHAIRMAN

TO: Kentucky Horse Racing & Gaming
FROM: Katie Smith, CFO
DATE: November 14, 2025
RE: **FINANCIAL REPORTS**

Please find attached the following reports/financial information:

- Attachment 1 – July monthly financial statements
- Attachment 2 – Listing of all purchase requests approved to date in accordance with KHRG's Procurement Procedures for fiscal year ending June 30, 2026

Kentucky Horse Racing & Gaming Corporation
Statement of Net Position
Year To Date 07/31/2025

Assets

Current Assets	
1000 - Operating Checking	138,638,554.86
1001 - Traditional I&D	1,903,051.64
1002 - Traditional Licensing	208,108.51
1003 - Fifth Third Licensing	354,224.17
1005 - Cash Held by Treasury	15,425,862.63
Total Cash & Cash Equivalents	<u>156,529,801.81</u>
1200 - Accounts Receivable	1,027,399.13
1210 - Other Receivables	323,438.00
Current Assets	<u>157,880,638.94</u>
Long-Term Assets	
Fixed Assets	526,786.93
1900 - Deferred Outflow of Resources	5,764,286.67
1280 - Due From Restricted Funds	7,108,249.96
Long-Term Assets	<u>13,399,323.56</u>
Total Assets	<u>171,279,962.50</u>

Liabilities

Current Liabilities	
2000 - Accounts Payable	765,839.48
2100 - Credit Card Payable	2,482.68
2200 - Accrued Payroll	1,112.19
2210 - Accrued Payroll Tax & Benefits	259,591.05
2270 - Incentives Accrual	21,180,309.65
2260 - Comp Time Accrual	374,834.68
Total Current Liabilities	<u>22,584,169.73</u>
Long-Term Liabilities	
2230 - Annual Leave Accrual	664,120.13
2240 - Sick Leave Accrual	477,662.10
2250 - Net Pension Accrual	33,323,835.00
2265 - Net OPEB Accrual	1,964,894.00
2900 - Deferred Inflow of Resources	2,999,046.35
2280 - Due To KHRGC Admin Fund	7,108,249.96
Total Long-Term Liabilities	<u>46,537,807.54</u>
Total Liabilities	<u>69,121,977.27</u>

Net Position

Beginning Net Position	92,240,253.55
Change in Fund Balance	9,917,731.68
Total Net Position	<u>102,157,985.23</u>
Net Position Ck Total (s/b \$0)	<u>0.00</u>

No assurance is provided on this financial statement and footnotes are excluded.

Kentucky Horse Racing & Gaming Corporation
Statement of Activities
Year To Date 07/31/2025

	Actual	Fiscal Year Budget	Actual minus budget
Revenue			
Program Revenue	13,312,952.07	105,663,554.00	(92,350,601.93)
General Allotment	0.00	3,771,200.00	(3,771,200.00)
Total Revenue	<u>13,312,952.07</u>	<u>109,434,754.00</u>	<u>(96,121,801.93)</u>
Expenses			
Personnel Costs	913,623.64	14,417,353.34	(13,503,729.70)
Operating Expenses	301,112.32	5,041,813.68	(4,740,701.36)
Development & Incentive Funds	1,990,473.43	103,525,006.00	(101,544,532.57)
Capital Outlay	0.00	400,000.00	(400,000.00)
Transfers	200,011.00	0.00	200,011.00
Total Expenses	<u>3,395,220.39</u>	<u>123,384,173.02</u>	<u>(119,988,952.63)</u>
Net Revenue	9,917,731.68	(13,949,419.02)	23,867,150.70
Asset Reclass	0.00	0.00	0.00
Change in Fund Balance	<u>9,917,731.68</u>	<u>(13,949,419.02)</u>	<u>23,867,150.70</u>
Beginning Net Position	92,240,253.55	0.00	9,917,731.68
Change in Fund Balance	9,917,731.68	(13,949,419.02)	23,867,150.70
Ending Net Position	<u>102,157,985.23</u>	<u>(13,949,419.02)</u>	<u>33,784,882.38</u>

No assurance is provided on this financial statement and footnotes are excluded.

KENTUCKY HORSE RACING & GAMING CORPORATION

Purchase Request Tracker - Fiscal Years Ending June 30, 2025 and 2026

Attachment 2

Date	Vendor	Short Description	Amount	Anticipated Start Date	Anticipated End Date	Procurement Method	CEO/President Approval Date	Finance Committee Approval Date	KHRGC Board Approval Date
6/20/2025	The Jockey Club Information Systems Inc.	Annual services for database support, maintenance, custom reports and database hosting	\$73,987.80	7/1/2025	6/30/2026	Sole Source	6/20/2025	6/24/2025	6/24/2025
6/20/2025	KY Thoroughbred Owners & Breeders	KTBlF advertising	\$75,000.00	7/1/2025	6/30/2026	Non-Competitive Negotiation	6/20/2025	6/24/2025	6/24/2025
6/20/2025	Media Vista Inc - Thoroughbred Daily News	KTBlF advertising	\$30,000.00	7/1/2025	6/30/2026	Non-Competitive Negotiation	6/20/2025	6/24/2025	6/24/2025
6/30/2025	Sleip AI AB	Subscription for application for pre-morning and post-race horse exams	\$6,200.00	7/1/2025	12/31/2026	Incident / Small Purchase	7/1/2025	Not required	Not required
6/26/2025	Mayerick Insurance Group	Insurance policy renewal for Directors and Officers	\$70,904.72	7/1/2025	6/30/2026	Emergency Procurement	6/27/2025	Ratified on 8/19/2025	Ratified on 8/19/2025
6/26/2025	Public Protection Cabinet	IT database services for sports wagering & charitable gaming	\$600,000.00	7/1/2025	6/30/2026	Emergency Procurement	6/27/2025	Ratified on 8/19/2025	Ratified on 8/19/2025
7/28/2025	Krueger International c/o KDA Office Furniture	Lighting for cubicle work stations	\$7,570.07	8/5/2025	8/31/2025	Incident / Small Purchase	7/30/2025	Not required	Not required
8/7/2025	Paul Miller Ford	CG purchase of three new 2026 SUV's	\$119,208.00	Upon approval	N/A	Cooperative Purchasing	8/10/2025	8/19/2025	8/19/2025
8/7/2025	Frankfort Toyota	CG purchase of Toyota Camry Hybrid	\$31,954.00	Upon approval	N/A	Cooperative Purchasing	8/10/2025	8/19/2025	8/19/2025
8/7/2025	Gary Yeomans Ford	CG purchase of new 2025 SUV	\$42,511.00	Upon approval	N/A	Cooperative Purchasing	8/10/2025	8/19/2025	8/19/2025
8/13/2025	Patterson Veterinary Supply Inc	Renewal of Master Agreement for Lasix supplies	\$244,031.38	10/13/2025	10/13/2026	Competitive Sealed Bidding	8/13/2025	8/19/2025	8/19/2025
9/7/2025	Hannah News Services	Subscription for legislative tracking services	\$4,299.00	10/1/2025	10/1/2026	Incident / Small Purchase	9/8/2025	Not required	Not required
10/22/2025	Trucordia (f/m/a Maverick Insurance	Cyber Insurance policy	\$28,100.00	Upon execution	12 months	Incident / Small Purchase	10/22/2025	Not required	Not required
10/24/2025	Association of Racing Commissioners International	ARCI annual membership dues	\$18,700.00	1/1/2026	12/31/2026	Incident / Small Purchase	10/24/2025	Not required	Not required
10/24/2025	Association of Racing Commissioners International	ARCI licensing system software	\$23,214.83	1/1/2026	12/31/2026	Incident / Small Purchase	10/24/2025	Not required	Not required

THOROUGHBRED RULINGS

2025 (through November 16, 2025)

	<u>Total</u>	<u>Fines</u>	<u>Suspensions</u>	<u>Disqualifications</u>	<u>Appeals</u>	
<u>Jockey Violations</u>						
Careless Riding	20	0	20	8	0	Routine riding offense
Overly Aggressive Riding	0	0	0	0	0	
Other Disciplinary Violations	4	2	2	0	0	Display of temper, eased up without adequate cause and failed to obtain best placing, use of offensive and profane language
Subtotal	24	\$1,000				
<u>Other Licensee Violations</u>						
Misc. violations by licensees	18	18	0	0	0	Violated scratch regulation, failure to be present in paddock, violated claiming regulation, failure to report correct gender, participated prior to obtaining license, entered ineligible horse
Disorderly conduct and formal ejections	20	1	20	0	0	Conduct against the best interest of horse racing, falsification of license application, refused drug test, pending criminal charges, failed breathalyzer, used alias to obtain license while ineligible, formal ejection, failure to appear, entered restricted area, current suspension in another jurisdiction, failure to provide proper care to horses
Suspended for non payment of fines	1	1	0	0	0	
Subtotal	39	\$12,250				
Other Rulings Issued	16	0	0	0	0	
TOTAL 2025 RULINGS	79	\$13,250				The remaining rulings that have been issued in 2025 are for information only and includes purse redistribution, license rescinded, licensee restored to good standing, extension of apprentice jockey weight allowance, license type change, voluntary withdrawal of license application, protest denied
TOTAL 2025 HISA RULINGS	114	\$91,867.02				A total of 114 HISA rulings have been issued in 2025 by the Kentucky stewards. 91 were issued due to overuse of the crop, 3 due to improper use of crop, 3 for withdrawal of appeal, 16 HISA Agreed Resolutions and 1 purse redistribution

2025 THOROUGHBRED RULINGS

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	DETERMINATION	DRUG CLASS	PENALTY OR ACTION	FINE	STATUS	
25-0073	10/22/2025	10/18/2025	Victor Espinoza	careless riding		Suspended 3 days October 26, October 29 and October 30, 2025		Suspension served	
25-0074	10/31/2025	10/4/2025	Jomar Ortega (aka Jomar Ortega- Serrano)	Falsification of license application (failed to reveal license revocation and formal ejection in another jurisdiction and criminal history)		License Revoked		Unlicensed and placed on STOP list	
25-0075	11/6/2025	10/30/2025	Tyler Gaffalione	careless riding		Suspended 3 days November 16, November 19 and November 20, 2025		Suspension served	
25-0076	11/8/2025	11/7/2025	Fausto Gutierrez	Violated scratch regulation		Fined	\$ 500	Not paid	
25-0077	11/9/2025	11/8/2025	Alexander Bendezu	careless riding		Suspended 3 days November 20 through November 22, 2025 (inclusive)		Suspension served	
25-0078	11/9/2025	4/5/2025	Jose Jesus Esquivel	Appeared before stewards with proof of disposition of criminal charges and formal ejection lifted		Suspension lifted		Restored to good standing	
25-0079	11/16/2025	11/8/2025	Manuel Chavez	Knowingly entered ineligible horse at on November 8, 2025		Fined	\$ 500	Not paid	

2025 HISA THOROUGHBRED RULINGS

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	DETERMINATION	DRUG CLASS	PENALTY OR ACTION	FINE	STATUS	
H-25-104	10/22/2025	10/9/2025	Francisco Arrieta	HISA Agreed Resolution of KY Stewards Ruling #25-102		Fined and suspended 1 day October 26, 2025	\$ 500	Suspension served	
H-25-105	10/23/2025	10/18/2025	Tyler Gaffallone	HISA crop violation		Fined and suspended 1 day November 5, 2025	\$ 500	Suspension served	
H-25-106	10/25/2025	10/25/2025	Sophie Doyle	HISA crop violation		Fined and suspended 1 day October 31, 2025	\$ 500	Suspension served	
H-25-107	10/31/2025	10/30/2025	Andres Calleja	HISA crop violation		Fined and suspended 1 day November 7, 2025	\$ 500	Suspension served	
H-25-108	11/1/2025	10/31/2025	Emmanuel Esquivel	HISA crop violation		Fined and suspended 1 day November 14, 2025	\$250 (Under Appeal)	APPEALED	
H-25-109	11/9/2025	11/6/2025	Walter A. Rodriguez	HISA crop violation		Fined and suspended 1 day November 20, 2025	\$ 500	Suspension served	
H-25-110	11/16/2025	11/9/2025	Mario Gutierrez	HISA crop violation		Fined and suspended 1 day November 23, 2025	\$ 500	Suspension served	
H-25-111	11/16/2025	11/12/2025	Julio E. Felix	HISA crop violation		Fined and suspended 1 day November 20, 2025	\$ 500	Suspension served	
H-25-112	11/16/2025	11/13/2025	Tyler Gaffallone	HISA crop violation (2nd offense)		Fined and suspended 2 days December 3 and December 4, 2025	\$500 (Under Appeal)	APPEALED	
H-25-113	11/16/2025	11/14/2025	Gavin Ashton	HISA crop violation (2nd offense)		Fined and suspended 2 days November 29 and November 30, 2025	\$1,000 (Under Appeal)	APPEALED	
H-25-114	11/16/2025	10/31/2025	Emmanuel Esquivel	HISA Agreed Resolution of KY Stewards Ruling #25-108		Fined (no suspension)	\$ 80.50	Resolved	

STANDARD BRED RULINGS

KHRG Judges Rulings				KHRG	Date	11/12/2025		
Infraction	Ruling	87	Total →			\$ 29,200	860	
Date	Date	Ruling #	Licensee	Infraction	Fine	Status	Days	FAS
3/24/2025	3/25/2025	OG2025-001	Chris Brown	Offensive Language	\$ 500	PAID		☐ ONLINE
3/21/2025	4/1/2025	OG2025-002	Jeremy Bobbitt	Striking Of A Wheel	\$ 100	PAID		☐ ONLINE
3/24/2025	4/6/2025	OG2025-003	Steven Fortune	Medication Violation (Overage Class C)	\$ 1,000	PAID		☐ ONLINE
4/7/2025	4/7/2025	OG2025-004	Shae Vandervort	Failure To Drive When Programmed	\$ 50	PAID		☐ ONLINE
3/31/2025	4/8/2025	OG2025-005	Tony Dinges	Medication Violation (TCOZ Overage)	\$ 1,500	PAID	15	☐ ONLINE
4/8/2025	4/14/2025	OG2025-006	Brandon Bates	Failure To Come Up Into Position	\$ 200	PAID		☐ ONLINE
4/14/2025	4/15/2025	OG2025-007	David Ginter	Failure To Obey Instructions	\$ 100	PAID		☐ ONLINE
4/14/2025	4/15/2025	OG2025-008	Brandon Bates	REVOCATION - RESTORED	\$ -	PAID	RESTORE	☐ ONLINE
4/14/2025	4/15/2025	OG2025-009	Stephen White	REVOCATION - RESTORED	\$ -	PAID	RESTORE	☐ ONLINE
6/8/2022	4/17/2025	OG2025-010	Dean Eckley	Ineligible For License	\$ -	APPEAL	Ineligible	☐ ONLINE
4/15/2025	4/21/2025	OG2025-011	Pat Curtin	Slow Quarter	\$ 100	PAID		☐ ONLINE
4/15/2025	4/21/2025	OG2025-012	Zyler Maxwell	Striking Of A Wheel	\$ 100	PAID		☐ ONLINE
4/15/2025	4/21/2025	OG2025-013	Jeremy Indoff	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
4/22/2025	4/23/2025	OG2025-014	Lafredrick Cole	Fraud - Deemed Ineligible	\$ -	APPEAL	Ineligible	☐ ONLINE
4/22/2025	4/23/2025	OG2025-015	Anjanica Linton	Fraud - Full Suspension	\$ 1,000	UNPAID	365	☐ ONLINE
4/22/2025	4/23/2025	OG2025-016	Lonette Manley	Fraud - Full Suspension	\$ 1,000	APPEAL	365	☐ ONLINE
4/22/2025	4/28/2025	OG2025-017	Jamaal Denson	Striking Of A Wheel	\$ 100	PAID		☐ ONLINE
4/28/2025	4/29/2025	OG2025-018	Randy Crisler	Crowd Another Horse	\$ 300	PAID		☐ ONLINE
4/28/2025	4/29/2025	OG2025-019	Pat Curtin	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
4/28/2025	4/29/2025	OG2025-020	Terry Di Cicco	Taking Up Abruptly	\$ -	PAID	2	☐ ONLINE
4/28/2025	4/29/2025	OG2025-021	Kevin Wallis	Fail To Set Or Maintain Proper Pace	\$ 100	PAID		☐ ONLINE
5/5/2025	5/6/2025	OG2025-022	Wyatt Avenatti	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
5/5/2025	5/6/2025	OG2025-023	Zyler Maxwell	Striking Of A Wheel	\$ 100	PAID		☐ ONLINE
4/2/2025	5/11/2025	OG2025-024	Patricia Brewer	Licensed In Error	\$ -	PAID	RESCIND	☐ ONLINE
5/6/2025	5/11/2025	OG2025-025	Marcus Miller	Contact With Foot	\$ 100	PAID		☐ ONLINE
5/6/2025	5/11/2025	OG2025-026	Jeremy Indoff	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
5/11/2025	5/12/2025	OG2025-027	Kevin Wallis	Fail To Set Or Maintain Proper Pace	\$ 300	PAID		☐ ONLINE
4/29/2025	5/19/2025	OG2025-028	Randy Crisler	Medication Violation	\$ 1,000	PAID		☐ ONLINE
5/12/2025	5/13/2025	OG2025-029	Wyatt Avenatti	Carry A Horse Out	\$ 200	PAID		☐ ONLINE
5/6/2025	5/20/2025	OG2025-030	Tony Hall	Fail To Set Or Maintain Proper Pace	\$ 100	PAID		☐ ONLINE
5/26/2025	5/27/2025	OG2025-031	Pat Curtin	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
5/25/2025	6/2/2025	OG2025-032	Jeremy Indoff	Unconventional Use Of The Whip	\$ 500	PAID		☐ ONLINE
5/25/2025	6/2/2025	OG2025-033	Kelly Jackson	Medication Violation (TCOZ Overage)	\$ 1,500	PAID	15	☐ ONLINE
5/25/2025	6/2/2025	OG2025-034	Jamaal Denson	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
5/25/2025	6/2/2025	OG2025-035	Jeremy Bobbitt	Striking Of A Wheel	\$ 100	PAID		☐ ONLINE
6/2/2025	6/3/2025	OG2025-036	Jamaal Denson	Excessive Use Of The Whip - Welts	\$ 300	UNPAID	1	☐ ONLINE
6/8/2025	6/10/2025	KPS2025-001	Zyler Maxwell	Excessive Use Of The Whip - Unprofessional Acts	\$ 300	PAID	2	☐ ONLINE
5/31/2025	6/17/2025	KPS2025-002	Zyler Maxwell	Medication Violation (Overage Class C)	\$ 1,000	PAID		☐ ONLINE
6/17/2025	6/18/2025	OG2025-037	Peter Foley	Late Driver Change	\$ 50	PAID		☐ ONLINE
6/17/2025	6/18/2025	OG2025-038	Andy Shetler	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
6/18/2025	6/25/2025	OG2025-039	Michael Barret	Trespass REVOCATION	\$ -	PAID	Suspend	☐ ONLINE
6/24/2025	6/24/2025	OG2025-040	Jimmy Watson	Late Driver Change	\$ 50	PAID		☐ ONLINE
6/17/2025	6/19/2025	OG2025-041	Jamaal Denson	Interference	\$ 200	PAID		☐ ONLINE
6/18/2025	6/30/2025	KPS2025-003	Ernie Hendry	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE
6/18/2025	6/30/2025	KPS2025-004	Bernard Demars	Unconventional Use Of The Whip	\$ 250	PAID		☐ ONLINE

6/27/2025	6/30/2025	KPS2025-005	Kelcey Perymond	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
6/9/2025	6/29/2025	OG2025-042	Scott Tyler George	Medication Violation (Overage Class C)	\$ 1,000	PAID		<input checked="" type="checkbox"/> ONLINE
6/25/2025	6/30/2025	OG2025-043	Tyler Shehan	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
6/30/2025	7/1/2025	OG2025-044	Austin Fowler	Intoxicated While In Paddock	\$ -	PAID	15	<input checked="" type="checkbox"/> ONLINE
6/30/2025	7/1/2025	OG2025-045	Donald Brock	Late Driver Change	\$ 50	PAID		<input checked="" type="checkbox"/> ONLINE
6/18/2025	7/12/2025	KPS2025-006	Curtis Bradford	Unconventional Use Of The Whip	\$ 250	UNPAID		<input checked="" type="checkbox"/> ONLINE
6/18/2025	7/8/2025	OG2025-46	Archie Buford	Medication Violation (Overage Class C)	\$ 1,000	PAID		<input checked="" type="checkbox"/> ONLINE
5/27/2025	7/8/2025	OG2025-47	Howard Taylor	Withdrawal Of License Application	\$ -	PAID		<input checked="" type="checkbox"/> ONLINE
7/1/2025	7/12/2025	OG2025-048	Devon Tharps	Interference	\$ 200	PAID		<input checked="" type="checkbox"/> ONLINE
7/14/2025	7/15/2025	OG2025-49	Todd McCarthy	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
6/27/2025	7/18/2025	KPS2025-007	Alexandra Sarkine	Medication Violation (Overage Class C)	\$ 1,000	PAID		<input checked="" type="checkbox"/> ONLINE
7/20/2025	7/21/2025	RM2025-001	Joseph Putnam	Late Driver Change	\$ 50	PAID		<input checked="" type="checkbox"/> ONLINE
6/28/2025	7/27/2025	KPS2025-008	Leslie Burton	Medication Violation (Overage Class B)	\$ 1,000	PAID	30	<input checked="" type="checkbox"/> ONLINE
7/20/2025	7/21/2025	RM2025-002	Cordarius Stewart	Excessive Use Of The Whip - Welts	\$ 300	PAID	1	<input checked="" type="checkbox"/> ONLINE
7/20/2025	7/21/2025	RM2025-003	Tyler Shehan	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
7/20/2025	7/21/2025	RM2025-004	Pat Curtin	Changing Course In The Stretch	\$ 200	PAID		<input checked="" type="checkbox"/> ONLINE
8/3/2025	8/4/2025	RM2025-005	Atlee Bender	Striking Of A Wheel	\$ 100	PAID		<input checked="" type="checkbox"/> ONLINE
8/6/2025	8/7/2025	RM2025-006	Devon Tharps	Failure To Keep A Line In Each Hand	\$ 100	PAID		<input checked="" type="checkbox"/> ONLINE
8/10/2025	8/13/2025	RM2025-007	Pat Curtin	Unconventional Use Of The Whip	\$ -	PAID	2	<input checked="" type="checkbox"/> ONLINE
8/19/2025	8/20/2025	RM2025-008	Randy Crisler	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/19/2025	8/20/2025	RM2025-009	Zyler Maxwell	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/19/2025	8/20/2025	RM2025-010	Ernie Hendry	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/19/2025	8/20/2025	RM2025-011	Mike Murphy	Unprofessional Behavior	\$ 100	PAID		<input checked="" type="checkbox"/> ONLINE
8/13/2025	8/20/2025	RM2025-012	Andy Shetler	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/24/2025	8/25/2025	RM2025-013	Yannick Gingras	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/24/2025	8/25/2025	RM2025-014	Andrew McCarthy	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/25/2025	8/26/2025	RM2025-015	Marvin Luna	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/25/2025	8/31/2025	RM2025-016	Jamaal Denson	Interference - Causing A Break	\$ 200	PAID		<input checked="" type="checkbox"/> ONLINE
8/19/2025	9/1/2025	RM2025-017	Cordarius Stewart	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/31/2025	9/5/2025	RM2025-018	Todd McCarthy	Unconventional Use Of The Whip	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
8/13/2025	9/7/2025	RM2025-019	Burlin Brower	Positive Post Race - Class C	\$ 1,500	PAID		<input checked="" type="checkbox"/> ONLINE
9/26/2024	9/8/2025	RM2025-020	Tony Alagna	Positive Post Race - Class B	\$ 1,000	APPEAL	30	<input checked="" type="checkbox"/> ONLINE
9/9/2025	9/15/2025	RM2025-021	Dexter Dunn	Unfit Condition	\$ 1,000	PAID		<input checked="" type="checkbox"/> ONLINE
10/3/2025	10/5/2025	RM2025-022	Stephen Oldford	Hooking Wheels	\$ -	PAID	5	<input checked="" type="checkbox"/> ONLINE
6/18/2025	7/27/2025	KPS2025-009	Tony Dinges	Positive Post Race - Class C	\$ 1,500	APPEAL	10	<input checked="" type="checkbox"/> ONLINE
10/11/2025	10/13/2025	CR2025-001	Jafari Frazier	Whipping While Not In Contention	\$ 250	UNPAID		<input checked="" type="checkbox"/> ONLINE
10/13/2025	10/19/2025	CR2025-002	Ernie Hendry	Disturbing The Peace	\$ 250	PAID		<input checked="" type="checkbox"/> ONLINE
10/18/2025	10/21/2025	CR2025-003	Brandon Bates	Crowd Another Horse	\$ 200	PAID		<input checked="" type="checkbox"/> ONLINE
10/26/2025	10/27/2025	CR2025-004	Jim Brinson	Unconventional Use Of The Whip	\$ 250	UNPAID		<input checked="" type="checkbox"/> ONLINE
10/28/2025	10/28/2025	CR2025-005	Luel Overstreet	Late Driver Change	\$ 50	PAID		<input checked="" type="checkbox"/> ONLINE
11/2/2025	11/3/2025	CR2025-006	Stephen White	Hooking Wheels	\$ 200	PAID		<input checked="" type="checkbox"/> ONLINE
11/3/2025	11/4/2025	CR2025-007	Pat Curtin	Unconventional Use Of The Whip	\$ -	PAID	2	<input checked="" type="checkbox"/> ONLINE
								<input type="checkbox"/> ONLINE
								<input type="checkbox"/> ONLINE
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								<input type="checkbox"/> ONLINE
								<input type="checkbox"/> ONLINE
								<input type="checkbox"/> ONLINE

VETERINARY DIVISION

KHRGC Veterinary Report
Keeneland Fall Meet 2025

Total Starts	1483
Post Race Samples	403
tCO ₂	233
Veterinary Scratches	35
Pre-Race	26
On-Track	9
Soundness Related	6
Gate / Paddock Injury	3
KHRC Veterinary List	55
Scratches	35
Race Injuries/Post Race Lameness/Test Barn Lameness	18
EIPH/Epistaxis	2
Heat / Physical Distress	0
Claimed Horses	105
Voided Claims	12
Ambulance Runs	8
Racing Fatalities	2
Musculoskeletal	2
Training Fatalities	1
Traumatic Musculoskeletal	1

KHRGC Veterinary Report

Cumberland Run 2025

Total Starts	1256
Post Race Samples	254
tCO ₂	45
Veterinary Scratches	3
Pre-Race	0
On-Track	3
Soundness Related	2
Gate / Paddock Injury	1
KHRC Veterinary List	13
Scratches	3
Race Injuries/Post Race Lameness/Test Barn Lameness	5
EIPH/Epistaxis	1
Heat / Physical Distress	4
Claimed Horses	0
Voided Claims	0
Ambulance Runs	0
Racing Fatalities	0
Training Fatalities	no training

Occurrence of Thoroughbred race-related fatalities in Kentucky 2007 to present

Year	Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Starts (incompass)	Fatalities per 1,000 starts
2007	Musculoskel	2	1	5	2	4	3	4	2	2	3	4	5	37	23,180	1.60
	Non-muscul	0	0	0	0	0	0	0	0	0	1	0	0	1		0.04
	TOTAL	2	1	5	2	4	3	4	2	2	4	4	5	38		1.64
2008	Musculoskel	3	0	4	2	3	2	2	2	3	2	4	8	35	22,278	1.57
	Non-muscul	0	0	0	0	0	0	0	0	0	0	0	0	0		0.00
	TOTAL	3	0	4	2	3	2	2	2	3	2	4	8	35		1.57
2009	Musculoskel	3	5	1	2	4	1	2	4	3	3	2	3	33	20,142	1.64
	Non-muscul	0	0	0	0	0	0	0	0	0	0	0	0	0		0.00
	TOTAL	3	5	1	2	4	1	2	4	3	3	2	3	33		1.64
2010	Musculoskel	2	1	2	0	0	2	4	2	1	3	7	1	25	18,167	1.38
	Non-muscul	0	0	1	1	0	0	0	0	0	0	0	0	2		0.11
	TOTAL	2	1	3	1	0	2	4	2	1	3	7	1	27		1.49
2011	Musculoskel	2	2	1	1	2	5	1	3	2	5	3	1	28	18,258	1.53
	Non-muscul	0	0	0	0	0	0	0	0	1	0	0	0	1		0.05
	TOTAL	2	2	1	1	2	5	1	3	3	5	3	1	29		1.59
2012	Musculoskel	0	0	1	2	9	2	0	2	0	3	5	3	27	17,513	1.54
	Non-muscul	0	0	0	0	0	0	0	0	0	1	0	0	1		0.06
	TOTAL	0	0	1	2	9	2	0	2	0	4	5	3	28		1.60
2013	Musculoskel	2	2	0	0	1	2	2	5	3	1	1	3	22	16,242	1.35
	Non-muscul	0	0	0	0	0	0	0	0	1	0	0	0	1		0.06
	TOTAL	2	2	0	0	1	2	1	5	4	1	1	3	23		1.42
2014	Musculoskel	2	2	0	0	3	0	1	1	1	3	3	0	16	14,460	1.11
	Non-muscul	0	0	0	0	0	0	0	0	0	0	0	0	0		0.00
	TOTAL	2	2	0	0	3	0	1	1	1	3	3	0	16		1.11
2015	Musculoskel	3	1	1	0	3	2	1	1	3	3	2	1	21	15,514	1.35
	Non-muscul	0	0	0	0	0	1	0	1	0	0	0	0	2		0.13
	TOTAL	3	1	1	0	3	3	1	2	3	3	2	1	23		1.48

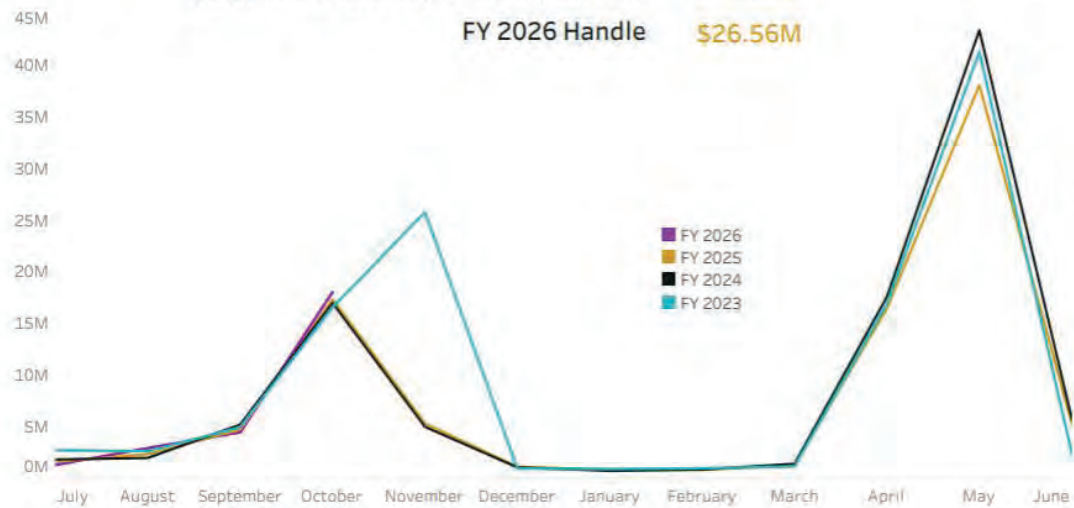
2016	Musculoske	0	2	0	4	4	3	1	0	1	2	5	1	23	16,495	1.39
	Non-muscul	0	0	0	0	0	2	1	0	0	0	0	0	3		0.18
	TOTAL	0	2	0	4	4	5	2	0	1	2	5	1	26		1.58
2017	Musculoske	1	2	1	2	1	3	0	1	2	3	2	0	18	15,032	1.20
	Non-muscul	0	0	0	0	0	2	0	0	0	0	0	0	2		0.13
	TOTAL	1	2	1	2	1	5	0	1	2	3	2	0	20		1.33
2018	Musculoske	2	1	0	4	3	1	6	0	7	1	3	4	32	15,049	2.13
	Non-muscul	0	0	1	0	1	0	0	1	0	0	1	0	4		0.27
	TOTAL	2	1	1	4	4	1	6	1	7	1	4	4	36		2.39
2019	Musculoske	0	1	1	4	1	0	0	1	1	5	2	3	19	15,456	1.23
	Non-muscul	0	0	0	0	0	2	0	1	0	0	0	0	3		0.19
	TOTAL	0	1	1	4	1	2	0	2	1	5	2	3	22		1.42
2020	Musculoske	1	0	1	0	1	0	0	3	4	1	4	1	16	13,872	1.15
	Non-muscul	0	0	3	0	0	0	0	0	0	0	0	0	3		0.22
	TOTAL	1	0	4	0	1	0	0	3	4	1	4	1	19		1.37
2021	Musculoske	2	1	0	0	1	2	1	1	4	3	2	2	19	14,676	1.29
	Non-muscul	0	0	0	0	0	0	0	0	0	0	0	0	0		0
	TOTAL	2	1	0	0	1	2	1	1	4	3	2	2	19		1.29
2022	Musculoske	0	1	0	1	2	1	2	2	0	1	3	0	13	15,913	0.82
	Non-Muscul	0	1	0	0	0	1	0	0	0	0	0	0	2		0.13
	TOTAL	0	2	0	1	2	2	2	2	0	1	3	0	15		0.94
2023	Musculoske	1	2	3	3	8	1	1	0	0	1	2	1	23	16,699	1.38
	Non-Muscul	0	0	0	1	1	0	0	0	0	0	0	0	2		0.12
	TOTAL	1	2	3	4	9	1	1	0	0	1	3	1	25		1.49
2024	Musculoske	0	0	1	1	1	1	0	2	0	3	3	2	14	17,918	0.78
	Non-Muscul	1	0	0	0	0	0	0	0	0	0	0	0	1		0.06
	TOTAL	1	0	1	1	1	1	0	2	0	3	3	2	15		0.84
2025	Musculoske	1	2	0	3	5	2	1	0	2	2			18	14,494	1.24
	Non-Muscul	0	0	0	0	0	0	0	0	0	0			0		0
	TOTAL	1	2	0	3	5	2	1	0	2	2			18		1.24

PARI-MUTUEL WAGERING



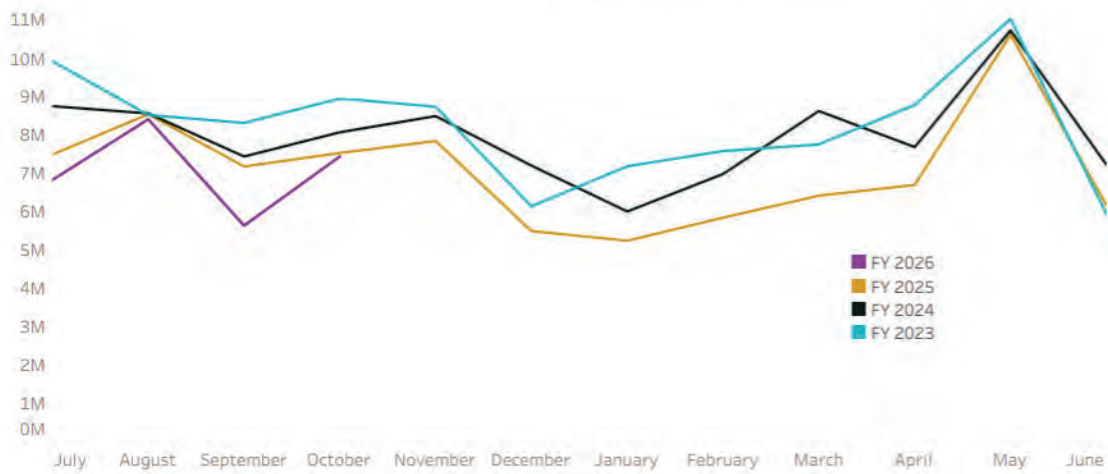
October 2025 Live(On-Track) Handle **\$18.02M**

FY 2026 Handle **\$26.56M**



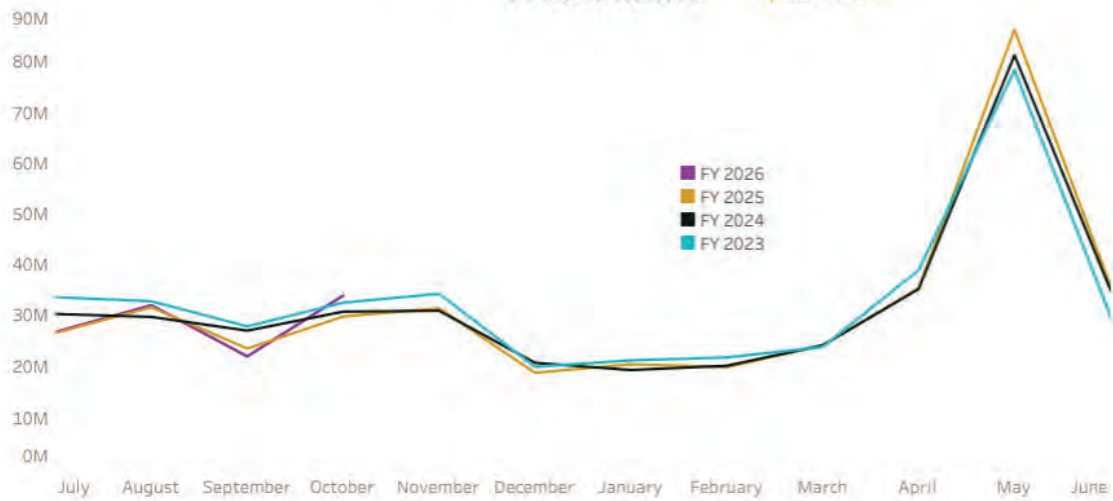


October 2025 Simulcast Handle **\$7.44M**
FY 2026 Handle **\$28.31M**



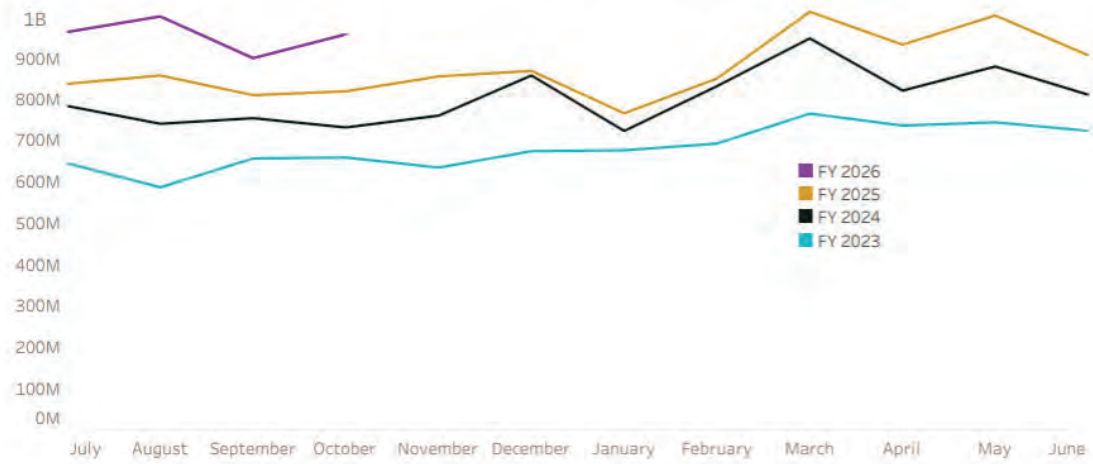


October 2025 ADW Handle \$33.94M
FY 2026 Handle \$114.79M





October 2025 HHR Handle \$957.68M
FY 2026 Handle \$3.82B



Pari-Mutuel Wagering for October 2025

October

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING AND GAMING CORPORATION. THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE \$., 2025

On-Track Wagers on Live Horse Racing

Licensee	Race Dates	On-Track Handle	Return to Public	Commission	Settlement	Breakage	Minus Pools	Daily Average Live Handle	Backside Improvement Fund	Excise Tax	TB Dev Fund	SB Dev Fund	QH Dev Fund	Equine Drug Research	Higher Ed Equine Trust	Equine Industry Programs	General Fund
Churchill Downs Racetrack, LLC	4	\$551,651	\$407,928	\$105,972	\$37,551	\$356	(\$156)	\$137,913	\$2,758	\$8,275	\$4,137	\$0	\$0	\$552	\$552	\$1,103	\$1,931
ECL Corbin, LLC	11	\$40,021	\$28,999	\$7,999	\$3,012	\$100	(\$89)	\$3,638	\$0	\$600	\$0	\$400	\$0	\$40	\$40	\$80	\$40
Ellis Entertainment, LLC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Keeneland Association, Inc.	17	\$17,239,420	\$13,303,394	\$2,874,594	\$2,088,856	\$13,793	(\$558)	\$1,014,084	\$86,197	\$258,591	\$129,296	\$0	\$0	\$17,239	\$17,239	\$34,479	\$60,338
Kentucky Downs, LLC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lexington Trots Breeders Association, LLC	3	\$186,688	\$150,987	\$36,694	(\$441)	\$142	(\$895)	\$62,229	\$0	\$2,800	\$0	\$1,867	\$0	\$187	\$187	\$373	\$187
Revolutionary Racing Kentucky, LLC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Turfway Park, LLC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WKY Development, LLC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	35	\$18,017,780	\$13,891,309	\$3,025,260	\$2,128,978	\$14,391	(\$1,499)	\$514,794	\$88,955	\$270,267	\$133,433	\$2,267	\$0	\$18,018	\$18,018	\$36,036	\$62,495

Simulcast Wagers on Interstate and Intertrack Live Horse Racing

Licensee	Facility	Off-Track Handle (Simu..	Thoroughbred	Standardbred	Quarter Horse	Other Breeds	Excise Tax - Simulcast	TB Dev Fund-Sim	SB Dev Fund-Sim	QH Dev Fund-Sim	PH/APIAR Dev Fund-Sim	Equine Drug Research	Higher Education Eq.	Equine Industry Prog.	General Fund
Churchill Downs Racetrack, LLC	Churchill Downs Racetrack	\$1,618,529	\$1,556,156	\$56,798	\$5,575	\$0	\$24,278	\$15,562	\$568	\$56	\$0	\$809	\$809	\$405	\$6,069
	Louisville Thoroughbred Socie.	\$3,820	\$3,764	\$45	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ECL Corbin, LLC	Cumberland Run Racetrack	\$59,891	\$57,132	\$1,961	\$653	\$145	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ellis Entertainment, LLC	Ellis Park Racetrack	\$864,356	\$804,540	\$56,610	\$3,206	\$0	\$12,965	\$8,045	\$566	\$32	\$0	\$432	\$432	\$216	\$3,241
Keeneland Association, LLC	Keeneland Racetrack	\$1,856,128	\$1,851,491	\$0	\$4,637	\$0	\$27,842	\$18,515	\$0	\$46	\$0	\$928	\$928	\$464	\$6,960
Kentucky Downs, LLC	Kentucky Downs Racetrack	\$1,015,095	\$966,228	\$36,986	\$11,349	\$533	\$15,226	\$9,662	\$370	\$119	\$5	\$508	\$508	\$254	\$3,607
Lexington Trots Breed.	Red Mile Racetrack	\$801,134	\$0	\$793,211	\$7,895	\$28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revolutionary Racing Kent.	Revolutionary Racing Kentucky, LLC	\$109,987	\$102,639	\$6,522	\$826	\$0	\$1,650	\$1,026	\$65	\$8	\$0	\$55	\$55	\$27	\$412
Turfway Park, LLC	Turfway Park Racetrack	\$865,983	\$835,911	\$19,095	\$10,978	\$0	\$12,990	\$8,359	\$191	\$110	\$0	\$433	\$433	\$216	\$3,247
WKY Development, LLC	Oak Grove Racetrack	\$244,776	\$206,508	\$28,986	\$9,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total		\$7,439,700	\$6,384,369	\$1,000,193	\$54,432	\$706	\$94,951	\$61,170	\$1,760	\$371	\$5	\$3,165	\$3,165	\$1,583	\$23,738

Pari-Mutuel Wagering for October 2025

October

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING AND GAMING CORPORATION, THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE BEEN CALCULATED PURSUANT TO KRS 133 AND GUIDANCE FROM THE DEPARTMENT OF REVENUE.

2025

On-Track Wagers on Historical Horse Racing

Licensee	Facility	On-Track Handle	Return to Public	Pool Growth	Breakage	Gross Commission - ...	Excise Tax - HHR	TB Dev. Fund	SB Dev. Fund	QH Dev. Fund	General Fund and Other	Adjusted Commission - ...	Avg. Terminal Count	Adjusted Commission - ...
Churchill Downs Racetrack, ...	Derby City Ga.	\$203,161,705	\$185,192,926	(\$337,139)	\$513	\$18,305,405	\$3,047,426	\$1,523,713	\$0	\$0	\$1,523,713	\$15,257,980	1,248	\$12,227
	Derby City Ga.	\$17,313,999	\$15,750,982	(\$35,131)	\$168	\$1,597,979	\$259,710	\$129,855	\$0	\$0	\$129,855	\$1,338,269	441	\$3,035
ECL Corbin, LLC	Corbin	\$5,004,535	\$4,458,786	\$82,480	\$37	\$463,232	\$75,068	\$0	\$50,045	\$0	\$25,023	\$388,164	61	\$6,401
	Williamsburg	\$45,393,663	\$40,801,756	\$244,104	\$621	\$4,347,182	\$680,905	\$0	\$453,937	\$0	\$226,988	\$3,666,277	455	\$8,057
Ellis Entertainment, LLC	Henderson	\$23,030,748	\$20,641,598	\$162,638	\$241	\$2,226,270	\$345,461	\$172,731	\$0	\$0	\$172,731	\$1,880,809	294	\$6,404
	Owensboro	\$48,312,967	\$43,679,812	\$102,936	\$758	\$4,529,462	\$724,695	\$362,347	\$0	\$0	\$362,347	\$3,804,768	597	\$6,374
Kentucky Downs, LLC	Bowling Green	\$40,494,856	\$36,355,754	\$333,858	\$494	\$3,804,751	\$607,423	\$303,711	\$0	\$0	\$303,711	\$3,197,328	450	\$7,109
	Franklin	\$167,221,547	\$151,930,442	\$213,126	\$4,011	\$15,073,969	\$2,508,323	\$1,254,162	\$0	\$0	\$1,254,162	\$12,565,645	1,302	\$9,649
Lexington ..	Red Mile	\$107,094,185	\$97,185,982	\$274,245	\$4,138	\$9,629,821	\$1,606,413	\$401,603	\$535,471	\$0	\$669,339	\$8,023,408	877	\$9,144
Revolution..	Sandy's Rac.	\$33,954,512	\$30,855,052	\$56,433	\$1,229	\$3,041,798	\$509,318	\$0	\$0	\$339,545	\$169,773	\$2,532,480	517	\$4,897
Turfway Park, LLC	Newport	\$35,224,377	\$31,765,250	\$118,440	\$73	\$3,340,613	\$528,366	\$264,183	\$0	\$0	\$264,183	\$2,812,247	452	\$6,217
	Turfway Park	\$64,215,260	\$57,900,794	\$201,312	\$320	\$6,112,834	\$963,229	\$481,614	\$0	\$0	\$481,614	\$5,149,605	808	\$6,371
WKY Devel..	Oak Grove	\$167,260,281	\$152,149,370	\$176,902	\$527	\$14,933,482	\$2,508,904	\$627,226	\$836,301	\$0	\$1,045,377	\$12,424,578	1,222	\$10,165
Grand Total		\$957,682,634	\$868,668,504	\$1,594,203	\$13,131	\$87,406,798	\$14,365,240	\$5,521,145	\$1,875,754	\$339,545	\$6,628,795	\$73,041,558	8,725	\$96,048

Advance Deposit Account Wagering

Licensee	Total Handle	In-State Races	Out-of-State Races	Excise Tax - ADW	Host Track - Purses	Host Tracks	General Fund-ADW
AmWest Entertain..	\$150,730	\$32,833	\$117,897	\$2,261	\$961	\$961	\$339
eBet Technologies	\$40,283	\$5,024	\$35,259	\$604	\$257	\$257	\$91
Lien Games Racing	\$128,734	\$15,092	\$113,642	\$1,931	\$821	\$821	\$290
NYRABets	\$1,824,273	\$856,036	\$968,237	\$27,364	\$11,630	\$11,630	\$4,105
TVG	\$11,589,328	\$5,194,349	\$6,404,980	\$173,840	\$73,882	\$73,882	\$26,076
Twinspires	\$17,004,349	\$9,669,064	\$7,335,285	\$255,065	\$108,403	\$108,403	\$38,260
WatchandWager.c..	\$9,288	\$2,068	\$7,220	\$139	\$59	\$59	\$21
Xpressbet	\$3,195,826	\$2,022,476	\$1,173,350	\$47,937	\$20,373	\$20,373	\$7,191
Grand Total		\$33,942,810	\$17,786,940	\$16,155,870	\$509,142	\$216,385	\$76,371

Total Distributions by Account

The General Fund line includes amounts that are deposited to various accounts. These caps are calculated from deposits resulting from the excise tax for conducting pari-mutuel wagering on historical horse racing. Since these amounts are calculated as a whole and not per licensee, a one-time transfer will be made once the caps are met within the fiscal year. At the end of the fiscal year, approximately \$2M must be deducted from this line in order to determine the actual amount retained by the General Fund. Please contact the Department of Revenue with any questions regarding these transfers.

Total Excise Tax	\$15,239,600
Equine Drug Research	\$21,183
Equine Industry Program	\$37,618
Higher Education Program	\$21,183
K. Thoroughbred Development Fund	\$5,715,748
K. Standardbred Development Fund	\$1,879,781
K. Quarter Horse Development Fund	\$339,916
Host Track - Purses	\$216,385
Host Tracks	\$216,385
General Fund (See Note on Caps)	\$6,791,399
Backside Improvement Fund	\$88,955

Pari-Mutuel Wagering for FY 2026 (YTD)

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING AND GAMING CORPORATION. THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE BEEN CALCULATED PURSUANT TO KRS 138 AND GUIDANCE FROM THE DEPARTMENT OF REVENUE.

On-Track Wagers on Live Horse Racing

Licensee	Race Dates	On-Track Handle	Return to Public	Commission	Settlement	Breakage	Minus Pools	Daily Average Li.	Backside Improve.	Excise Tax	TB Dev Fund.	SB Dev Fund.	QH Dev Fund.	Equine Drug Research	Higher Ed Equine Trust	Equine Industry Pr.	General Fund
Churchill Downs Racetrack, LLC	18	\$3,362,999	\$2,417,940	\$641,041	\$302,604	\$2,657	(\$1,243)	\$186,833	\$16,815	\$50,445	\$25,222	\$0	\$0	\$3,363	\$3,363	\$6,726	\$11,770
ECL Corbin, LLC	11	\$40,021	\$28,999	\$7,999	\$3,012	\$100	(\$89)	\$3,638	\$0	\$600	\$0	\$400	\$0	\$40	\$40	\$80	\$40
Ellis Entertainment, LLC	25	\$2,725,746	\$1,997,030	\$524,921	\$193,117	\$2,068	(\$581)	\$109,030	\$13,629	\$40,886	\$20,443	\$0	\$0	\$2,726	\$2,726	\$5,451	\$9,540
Keeneland Association, Inc.	17	\$17,239,420	\$13,303,394	\$2,874,594	\$2,088,856	\$13,793	(\$558)	\$1,014,084	\$86,197	\$258,591	\$129,296	\$0	\$0	\$17,239	\$17,239	\$34,479	\$60,338
Kentucky Downs, LLC	7	\$2,305,764	\$1,569,126	\$414,637	\$320,168	\$2,122	(\$289)	\$329,395	\$11,529	\$34,586	\$17,293	\$0	\$0	\$2,306	\$2,306	\$4,612	\$8,070
Lexington Trots Breeding, LLC	39	\$860,114	\$661,218	\$175,713	\$25,249	\$697	(\$2,762)	\$22,054	\$0	\$12,902	\$0	\$8,601	\$0	\$860	\$860	\$1,720	\$860
Revolutionary Racing Kentucky, LLC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Turfway Park, LLC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WKY Development, LLC	6	\$30,560	\$19,556	\$6,482	\$4,512	\$41	(\$30)	\$5,093	\$0	\$458	\$0	\$306	\$0	\$31	\$31	\$61	\$31
Grand Total	123	\$26,564,623	\$19,997,262	\$4,645,387	\$2,937,517	\$21,477	(\$5,533)	\$215,873	\$128,170	\$398,469	\$192,254	\$9,307	\$0	\$26,565	\$26,565	\$53,129	\$90,649

Simulcast Wagers on Interstate and Intertrack Live Horse Racing

Licensee	Facility	Off-Track Handle (Sim.)	Thoroughbred	Standardbred	Quarter Horse	Other Breeds	Excise Tax - Simulcast	TB Dev Fund-Sim	SB Dev Fund-Sim	QH Dev Fund-Sim	PH/AP/AR Dev Fund-Sim	Equine Drug Research	Higher Education E.	Equine Industry Pro.	General Fund
Churchill Downs Racetrack, LLC	Churchill Downs	\$6,512,789	\$6,267,110	\$204,828	\$40,851	\$0	\$97,692	\$62,671	\$2,048	\$409	\$0	\$3,256	\$3,256	\$1,628	\$24,423
Ellis Entertainment, LLC	Louisville Thor.	\$20,953	\$20,516	\$373	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ECL Corbin, LLC	Cumberland R.	\$200,517	\$190,378	\$8,271	\$1,635	\$233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Keeneland Association, Inc.	Keeneland Ra.	\$7,060,015	\$7,032,684	\$0	\$27,131	\$0	\$105,900	\$70,329	\$0	\$271	\$0	\$3,530	\$3,530	\$1,765	\$26,475
Kentucky Downs, LLC	Kentucky Dow.	\$3,045,070	\$2,876,416	\$130,702	\$35,937	\$2,015	\$45,676	\$28,764	\$1,307	\$380	\$20	\$1,523	\$1,523	\$761	\$11,419
Lexington Trots Breeding, LLC	Red Mile Racetrack	\$3,364,021	\$0	\$3,347,589	\$16,404	\$28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revolutionary Racing Kentucky, LLC	Revolutionary ..	\$417,871	\$380,709	\$33,976	\$3,186	\$0	\$6,268	\$3,807	\$340	\$32	\$0	\$209	\$209	\$104	\$1,567
Turfway Park, LLC	Turfway Park ..	\$3,490,633	\$3,358,562	\$88,507	\$43,564	\$0	\$52,359	\$33,586	\$885	\$436	\$0	\$1,745	\$1,745	\$873	\$13,090
WKY Development, LLC	Oak Grove Ra.	\$976,470	\$838,246	\$107,791	\$30,432	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total		\$28,311,576	\$23,920,817	\$4,180,193	\$208,291	\$2,276	\$356,244	\$228,717	\$7,162	\$1,618	\$20	\$11,875	\$11,875	\$5,937	\$89,061

Pari-Mutuel Wagering for FY 2026 (YTD)

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING AND GAMING CORPORATION. THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE BEEN CALCULATED PURSUANT TO KRS 138 AND GUIDANCE FROM THE DEPARTMENT OF REVENUE.

FY 2026

On-Track Wagers on Historical Horse Racing

Licensee	Facility	On-Track Handle	Return to Public	Pool Growth	Breakage	Gross Commission -	Excise Tax - HHR	TB Dev Fund-HHR	SB Dev Fund-HHR	QH Dev Fund-HHR	General Fund and Other	Adj. Commission - Win
Churchill Downs	Derby City	\$814,194,122	\$741,783,183	(\$821,100)	\$2,016	\$73,230,024	\$12,212,912	\$6,106,456	\$0	\$0	\$6,106,456	\$61,017,112
Racetrack, LLC	Derby City	\$65,372,293	\$59,086,542	\$230,064	\$653	\$6,055,035	\$980,584	\$490,292	\$0	\$0	\$490,292	\$5,074,451
ECL Corbin, LLC	Corbin	\$18,287,703	\$16,375,831	\$224,903	\$130	\$1,686,839	\$274,316	\$0	\$182,877	\$0	\$91,439	\$1,412,523
	Williamsbu...	\$182,080,134	\$164,120,079	\$455,624	\$2,746	\$17,501,683	\$2,731,202	\$0	\$1,820,801	\$0	\$910,401	\$14,770,481
Ellis Entertainment, LLC	Henderson	\$89,567,214	\$80,584,009	\$303,533	\$1,183	\$8,678,489	\$1,343,508	\$671,754	\$0	\$0	\$671,754	\$7,334,980
	Owensboro	\$193,938,443	\$175,077,174	\$749,963	\$2,686	\$18,108,619	\$2,909,077	\$1,454,538	\$0	\$0	\$1,454,538	\$15,199,543
Kentucky Downs, LLC	Bowling Gr.	\$168,756,724	\$151,810,828	\$1,045,403	\$1,771	\$15,898,722	\$2,531,351	\$1,265,675	\$0	\$0	\$1,265,675	\$13,367,371
	Franklin	\$681,263,516	\$618,413,512	\$1,366,720	\$14,781	\$61,468,504	\$10,218,953	\$5,109,476	\$0	\$0	\$5,109,476	\$51,249,551
Lexington Trots Br.	Red Mile	\$421,689,183	\$382,250,594	\$1,546,213	\$16,803	\$37,875,579	\$6,325,338	\$1,581,334	\$2,108,446	\$0	\$2,635,557	\$31,550,241
Revolutionary Rac.	Sandy's Ra...	\$136,289,858	\$123,886,569	\$137,553	\$4,606	\$12,261,130	\$2,044,348	\$0	\$0	\$1,362,899	\$681,449	\$10,216,782
Turfway Park, LLC	Newport	\$136,996,295	\$123,777,142	\$301,670	\$240	\$12,917,242	\$2,054,944	\$1,027,472	\$0	\$0	\$1,027,472	\$10,862,208
	Turfway Pa...	\$256,900,901	\$231,605,558	\$923,162	\$952	\$24,371,229	\$3,853,514	\$1,926,757	\$0	\$0	\$1,926,757	\$20,517,715
WKY Development...	Oak Grove	\$656,670,107	\$598,559,342	(\$587,303)	\$2,352	\$58,695,718	\$9,850,052	\$2,462,513	\$3,283,351	\$0	\$4,104,188	\$48,845,667
Grand Total		\$3,822,006,492	\$3,467,330,363	\$5,676,404	\$50,920	\$348,748,812	\$57,330,097	\$22,096,269	\$7,395,475	\$1,362,899	\$26,475,455	\$291,418,714

Advance Deposit Account Wagering

Licensee	Total Handle	In-State Races	Out-of-State Races	Excise Tax - ADW	Host Track - Purses	Host Tracks	General Fund-ADW
AmWest Entertain...	\$300,628	\$41,496	\$259,133	\$4,509	\$1,917	\$1,917	\$676
eBet Technologies	\$167,447	\$11,555	\$155,893	\$2,512	\$1,067	\$1,067	\$377
Lien Games Racing	\$421,320	\$21,775	\$399,545	\$6,320	\$2,686	\$2,686	\$948
NYRABets	\$6,532,756	\$1,532,907	\$4,999,849	\$97,991	\$41,646	\$41,646	\$14,699
TVG	\$40,014,296	\$9,758,515	\$30,255,780	\$800,214	\$255,091	\$255,091	\$90,032
Twinspires	\$56,317,363	\$18,671,767	\$37,645,596	\$844,760	\$359,023	\$359,023	\$126,714
WatchandWager.c...	\$37,804	\$5,736	\$32,068	\$567	\$241	\$241	\$85
Xpressbet	\$10,993,973	\$4,378,636	\$6,615,337	\$164,910	\$70,087	\$70,087	\$24,736
Grand Total	\$114,785,587	\$34,422,387	\$80,363,201	\$1,721,784	\$731,758	\$731,758	\$258,268

Total Distributions by Account

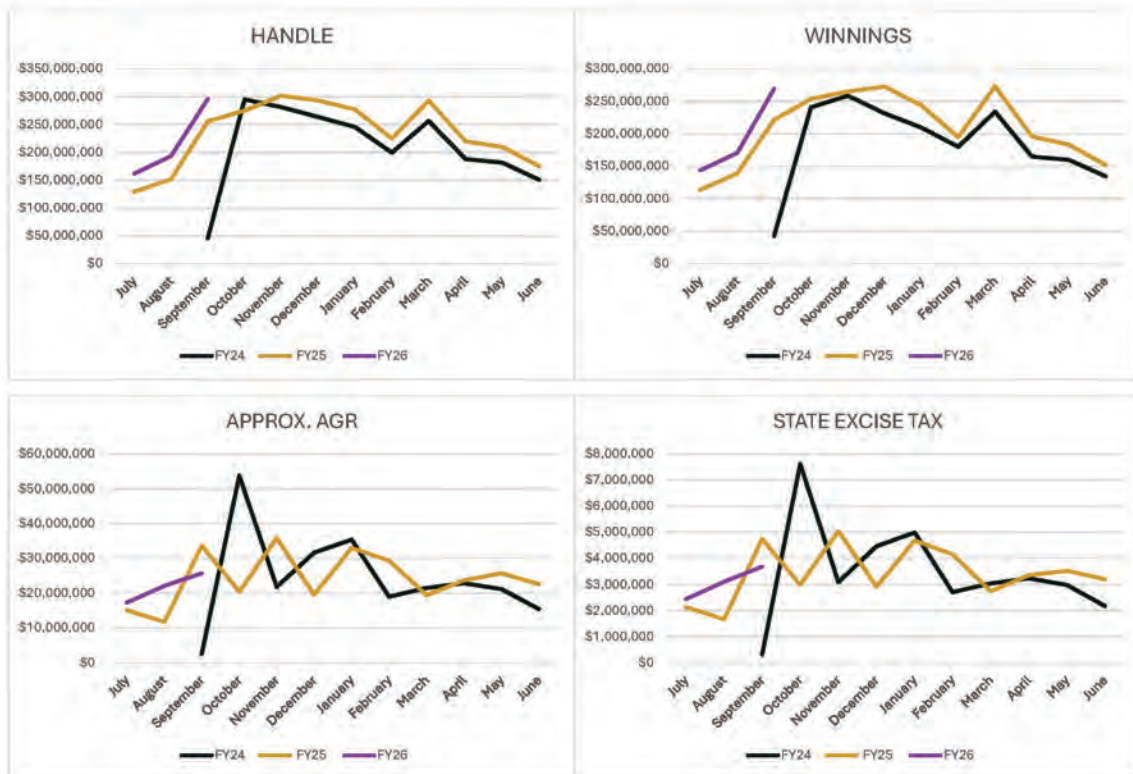
The General Fund line includes amounts that are deposited to various accounts. These caps are calculated from deposits resulting from the excise tax for conducting pari-mutuel wagering on historical horse racing. Since these amounts are calculated as a whole and not per licensee, a one-time transfer will be made once the caps are met within the fiscal year. At the end of the fiscal year, approximately \$2M must be deducted from this line in order to determine the actual amount retained by the General Fund. Please contact the Department of Revenue with any questions regarding these transfers.

Total Excise Tax	\$62,446,595
Total Equine Drug Research	\$358,439
Total Equine Industry Program	\$2,059,067
Total Higher Education Program	\$358,439
K, Thoroughbred Development Fund	\$22,517,240
K, Standardbred Development Fund	\$7,411,943
K, Quarter Horse Development Fund	\$1,364,516
Host Track - Purses	\$731,758
Host Tracks	\$731,758
General Fund (See Note on Caps)	\$26,913,433
Backside Improvement Fund	\$128,170

SPORTS WAGERING



SPORTS WAGERING REVENUE REPORT: FY Comparison of Handle, Winnings, Approximate AGR and State Excise Tax



Online - September 2025

	Churchill Downs	Cumberland Run	Ellis Park Penn Sports Interactive, LLC	Kentucky Downs Circa	Oak Grove Fanatics	Red Mile Caesars	Sandy's bet365 BetMGM		Turfway Park Fanduel	Grand Total
Wagers	\$624,597	\$113,713,196	\$7,150,338	\$5,614,312	\$13,087,923	\$13,335,388	\$25,103,524	\$14,453,094	\$94,511,891	\$287,594,263
Winnings	\$590,514	\$104,864,465	\$6,314,163	\$5,865,302	\$12,002,246	\$12,149,270	\$23,114,107	\$12,912,907	\$83,891,072	\$261,704,045
Federal Excise Tax Paid	\$1,570	\$270,569	\$17,938	\$14,015	\$30,752	\$32,670	\$58,063	\$34,876	\$221,102	\$681,555
Adjusted Gross Revenue	\$32,513	\$8,578,162	\$818,238	(\$265,005)	\$1,054,924	\$1,153,448	\$1,931,354	\$1,505,312	\$10,399,717	\$25,208,663
Kentucky Excise Tax	\$4,633	\$1,222,388	\$116,599	\$0	\$150,327	\$164,336	\$275,218	\$214,507	\$1,481,960	\$3,629,968

Retail - September 2025

	Churchill Downs Kambi	Cumberland Run DraftKings	Ellis Park Kambi	Kentucky Downs Circa DraftKings		Oak Grove Kambi	Red Mile Caesars	Sandy's BetMGM	Turfway Park Kambi	Grand Total
Wagers	\$2,921,145	\$300,785	\$259,353	\$676,525	\$249,883	\$898,120	\$1,640,882	\$157,955	\$1,045,719	\$8,150,367
Winnings	\$2,763,765	\$284,753	\$237,979	\$636,241	\$192,023	\$757,757	\$1,721,546	\$140,763	\$897,165	\$7,631,993
Federal Excise Tax Paid	\$7,439	\$744	\$0	\$1,677	\$544	\$2,245	\$4,102	\$0	\$2,690	\$19,442
Adjusted Gross Revenue	\$149,942	\$15,287	\$21,374	\$38,606	\$57,316	\$138,118	(\$84,766)	\$17,192	\$145,864	\$498,933
Kentucky Excise Tax	\$14,619	\$1,490	\$0	\$3,764	\$5,588	\$13,467	\$0	\$1,676	\$14,222	\$54,827

Glossary:

Wagers includes both wagers paid out and wagers resolved for the reporting period.

Winnings is the amount returned to winning players for the reporting period.

Federal Excise Tax Paid reflects the amount reported by each operator/service provider for the federal excise tax on sports wagering.

Adjusted Gross Revenue (AGR) is the sum of settled wagers collected on all sporting events, less winnings paid and excise taxes paid according to federal law.

Kentucky Excise Tax is tax paid to the state, calculated from taxable AGR at the rate of 9.75% for wagers placed at retail locations and 14.25% for online wagering.

**Penn Sports is now marketed as ESPNbet.

Data is provided for informational purposes using self-reported values submitted by licensees and is subject to change. For more information on tax data, please contact the Department of Revenue.

Online - All

	Churchill Downs	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's		Turfway Park	Grand Total
	Prime	DraftKings	Penn Sports Interactive, LLC	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	\$1,065,485	\$2,069,914,047	\$186,938,935	\$44,854,811	\$203,618,077	\$263,390,188	\$454,300,586	\$305,785,090	\$1,857,119,283	\$5,386,986,503
Winnings	\$1,017,757	\$1,836,231,695	\$168,708,670	\$44,779,539	\$185,727,120	\$242,061,752	\$416,963,331	\$271,875,831	\$1,620,458,393	\$4,787,824,089
Federal Excise Tax Paid	\$2,673	\$4,912,049	\$467,850	\$111,772	\$487,047	\$640,604	\$1,074,842	\$681,704	\$4,387,888	\$12,766,430
Adjusted Gross Revenue	\$45,055	\$228,770,304	\$17,762,615	(\$36,500)	\$17,403,906	\$20,687,832	\$36,262,414	\$33,227,554	\$232,273,002	\$586,396,182
Kentucky Excise Tax	\$6,420	\$32,599,768	\$2,531,173	\$51,290	\$2,480,057	\$2,947,986	\$5,167,394	\$4,734,926	\$33,098,903	\$83,617,917

Retail - All

	Churchill Downs	Cumberland Run	Ellis Park	Kentucky Downs		Oak Grove	Red Mile	Sandy's	Turfway Park	Grand Total
	Kambi	DraftKings	Kambi	Circa	DraftKings	Kambi	Caesars	BetMGM	Kambi	
Wagers	\$66,226,165	\$7,279,236	\$5,369,233	\$6,073,459	\$2,709,193	\$15,048,730	\$38,401,503	\$4,709,838	\$29,056,515	\$174,873,873
Winnings	\$61,485,795	\$6,812,589	\$5,276,604	\$5,521,295	\$2,463,458	\$13,334,757	\$34,142,454	\$3,879,735	\$27,476,374	\$160,393,062
Federal Excise Tax Paid	\$166,985	\$18,157	\$8,918	\$15,129	\$6,810	\$37,622	\$96,004	\$0	\$72,900	\$422,524
Adjusted Gross Revenue	\$4,573,365	\$448,454	\$83,671	\$537,034	\$238,926	\$1,676,351	\$4,163,045	\$830,083	\$1,507,240	\$14,058,169
Kentucky Excise Tax	\$445,905	\$43,728	\$10,206	\$52,361	\$23,295	\$163,444	\$414,162	\$80,935	\$146,956	\$1,380,992

Glossary:

Wagers includes both wagers paid out and wagers resolved for the reporting period.

Winnings is the amount returned to winning players for the reporting period.

Federal Excise Tax Paid reflects the amount reported by each operator/service provider for the federal excise tax on sports wagering.

Adjusted Gross Revenue (AGR) is the sum of settled wagers collected on all sporting events, less winnings paid and excise taxes paid according to federal law.

Kentucky Excise Tax is tax paid to the state, calculated from taxable AGR at the rate of 9.75% for wagers placed at retail locations and 14.25% for online wagering.

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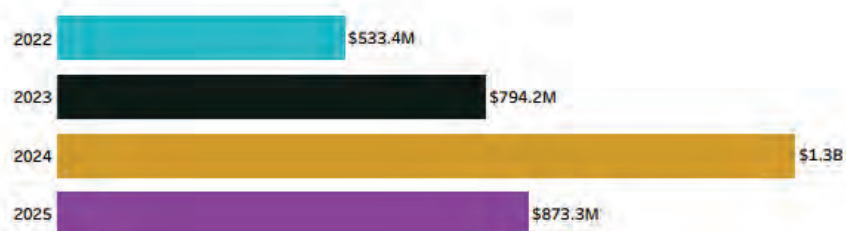
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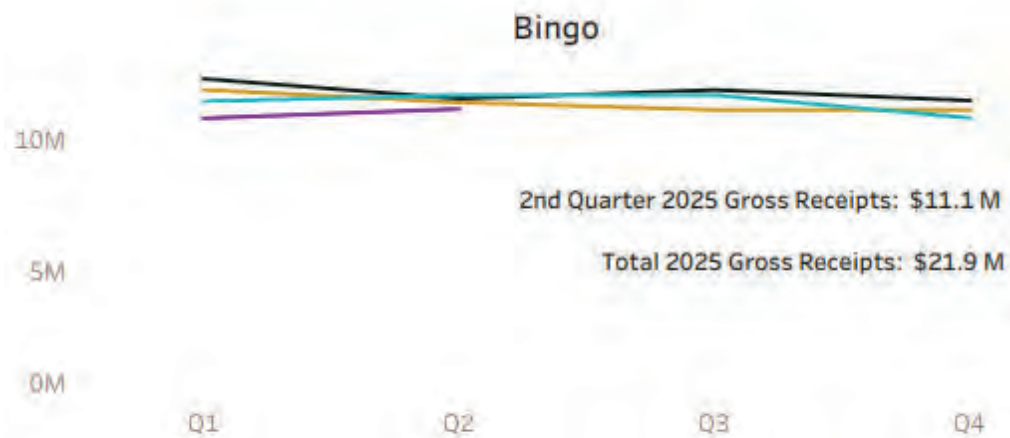
CHARITABLE GAMING

Charitable Gaming - 2025 Year to Date

	Gross	Total Payouts	Adjusted Gross	Allowable Charitable Organization Expenses	Net
2025 Q1	\$418,050,811	\$376,827,837	\$41,222,973	\$16,452,860	\$24,770,113
2025 Q2	\$455,342,758	\$409,444,520	\$45,898,238	\$17,819,293	\$28,078,945
Grand Total	\$873,393,569	\$786,272,358	\$87,121,211	\$34,272,154	\$52,849,057

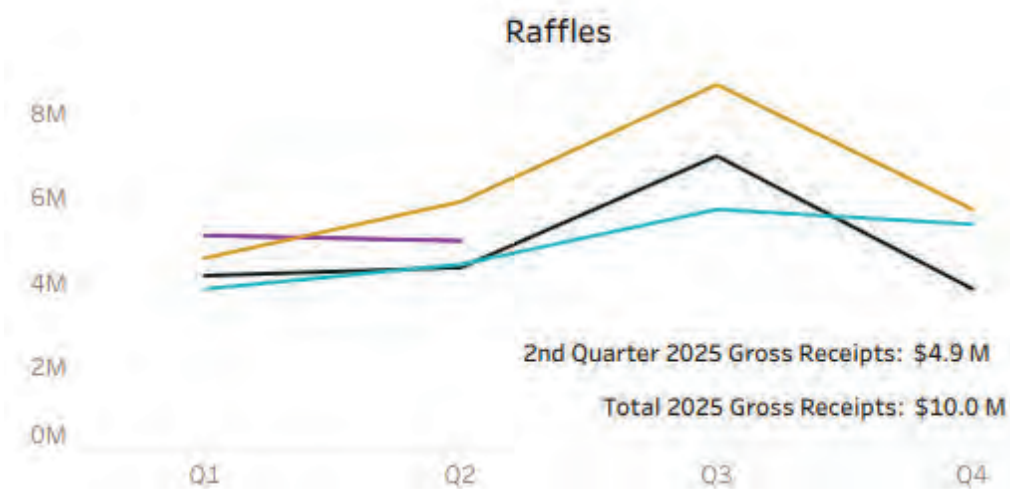
Total Gross Receipts by Year





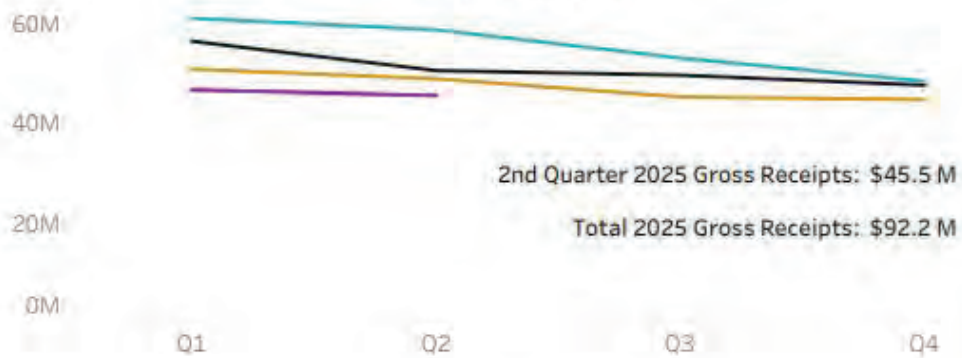
Calendar Year

- 2025
- 2024
- 2023
- 2022





Paper Pulltabs



Electronic Pulltab Devices

