

## Handal “Deal Horse” Operating Agreement

**This is the standard agreement**, by and among the Owner/Partner of the “Deal Horse” and Trainer Raymond Handal.

When the Owner/Partner chooses to put their horse in Ray’s care under the terms of a “Deal”, the Owner/Partner understands that Trainer Raymond Handal will place horses very aggressively with the sole intent to win races. To be successful, especially in the claiming game, horses must be placed in races where they are the horse to beat.

**Racing Decisions:** The decision to which races the Thoroughbred is entered to race rests solely with the Trainer, Raymond Handal. The Trainer maintains the right to do what he thinks best to have the horse in optimum condition to perform his/her best on race day. This includes, but is not limited to medications, injections, or other means of achieving optimum performance from a racehorse as permitted by and in accordance with the Rules and Regulations of the local Racing Jurisdiction (ie NYRA).

**Risks:** By signing this Agreement, Partners understand the risks associated with horseracing. Thoroughbreds can become injured, and never race again. The thoroughbred can often need to be dropped to a level in which the trainer/Managing Partner determines necessary. Each of these scenarios could result in all, or a substantial amount of Owner/Partner capital being lost.

**Liability of Owner:** The Trainer shall not have any liability for the liabilities of the thoroughbred except as otherwise provided in this Agreement. The Owner/Partner shall have no expenses ever for the training/day rate of the Thoroughbred, but shall be responsible for all other bills – ie, veterinary bills, race day expenses, blacksmith, etc.

**Compensation:** The trainer Raymond Handal is to be compensated 50% of all gross earnings that the “Deal Horse” earns while under his care.

**Trainer Bonus:** Trainer Raymond Handal shall receive a 25% bonus if the thoroughbred is claimed or sold while in his care, or as a result of the training that he has provided to the horse.

**Partnership Dissolution:** The partnership will cease to exist when the thoroughbred is claimed, sold, retired, or has a career ending injury. Should the Owner/Partner choose to remove the horse from the care of Trainer Raymond Handal without his express consent prior to being claimed, sold, retired, or injured, the Owner/Partner will be required to back-pay day rate for the complete duration of the time that the “Deal Horse” was under Ray Handal’s care.

**Books and Records:** The Owner/Partner agrees to clear their NYRA account of all earnings made by the “Deal Horse” on a monthly basis, and to cut a check for Trainer Ray Handal for his portion of the earnings at his request. The Owner/Partner will provide a 1099 at the end of the fiscal year, and will include all relevant tax information. Gains or Losses will be the owner’s responsibility to report in the Schedule C tax schedule.

**Logos and Marks:** All horses will run under the colors of the Owner/Partner of the “Deal Horse”.