

# Jerry Silverman Memorial

## Previously Mistletoe Shalee Three-Year-Old Filly Pace

**Owned & Serviced By:**

The Meadowlands

**Sponsored By:**

The Meadowlands, et al.

**For:**

3-Year-Old Filly Pacers

**To Be Raced As:**

A single event

**Estimated Purse:**

\$175,000

**To Be Raced At:**

The Meadowlands

**Cancellation:**

The Sponsors reserve the right to cancel any or all races if it becomes impractical or undesirable in the opinion of The Sponsors to conduct said races and the right to change the date and/or the location of the race(s). If an event is not raced, The Sponsors responsibility and liability shall be limited to refunding, without interest, all payments collected toward these events. These monies will be pro-rated among those owners of horses eligible at the time of cancellation.

**Added Money:**

Sponsors will add a minimum of \$70,000 to this race. These funds, barring any unforeseen circumstance which may preclude this, in addition to all monies paid in by nominating horsemen shall constitute the purses for this event.

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

Eligibility requires payment as listed below. All payments are forfeits.

**Payment Schedule (per USTA 12.02):**

February 15 .....	\$300
March 15 .....	\$600
April 15 .....	\$900
May 15 .....	\$1,200
Declaration Fee.....	\$2,500

**Supplemental Nomination/Declaration:**

There shall be no supplemental nomination or declaration to this event.

**Declaration:**

Declarations will close at the time and date designated on the condition sheet of the Host Track. Declaration fees shall be due at the time of declaration and payable before the horse starts. Declaration fees should be made payable to the Host Track. There are no refunds for scratched horses. At the time of declaration, horses declared to race in these events must have a past performance line that meets the current qualifying standard for stakes and/or added money races at the Host Track.

**Notice:**

Failure to make any payment required by the conditions constitutes an automatic withdrawal from the event.

**Racing Conditions:**

The eleven (11) highest 2023-2024 combined money winners (USTA records) declared will race at one mile. Should more than may be accommodated in a single division declare to start, the Host Track may choose to adopt any of the methods of dividing the race then current in the rules and regulations or a consolation

may be raced for 25% of the total purse pool before entry fees are added and the main event will race for 75% of the total purse pool before entry fees are added. Entry fees for any race that is divided will be reduced accordingly and the entry fee for a consolation will be \$500. Any horse that is declared for this race but does not draw in (including a horse drawn as also eligible that does not draw into the race) and meets the track's qualifying standards for the race will have their nomination and sustaining fees refunded in full and shall NOT be liable for the entry fee.

**Money Division:**

One percent (1%) of the purse will be awarded to each horse finishing sixth through last. The balance of the purse shall be distributed 50% - 25% - 12% - 8% - 5%. The Administrator will deduct 1% of the total of nomination and sustaining payments to cover the cost of administration, trophies, and trophy coolers for this (these) events.

**Standards for Participation:**

**A. Owner/Trainer Ineligibility:** Any owner(s) or trainer(s) whose conduct falls within the conditions forth set below shall be ineligible to participate in any of the races or events owned, sponsored, conducted, or serviced by New Meadowlands Racetrack:

- (1) Any owner(s) or trainer(s) who has been convicted, arrested, indicted or is the subject of a publicly disclosed government criminal information, the subject of an investigation by a government regulatory agency or is the subject of any internal investigation conducted by The New Meadowlands Racetrack ("proceedings"), which proceeding(s) finds, determines, suspects, investigates, involves or charges such owner(s) or trainer(s) with administering, purchasing, selling, encouraging the sale of, manufacturing, distributing or using prohibited drugs or prohibited performance enhancing substances, and/or;
- (2) Any owner or trainer who has been or is the subject of a proceeding, which proceeding(s) finds, determines, suspects, investigates, involves, or charges such owner(s) or trainer(s) with the illegal or unethical treatment of animals.

**B. Horse Ineligibility:** Any horse(s) owned or trained by person(s) or entity(s) that is deemed to be ineligible under section A above, shall likewise be deemed ineligible to participate in any events or races owned, sponsored, conducted, or serviced by The New Meadowlands Racetrack.

**C. Stakes Payments & Forfeiture:** Stakes payments, whether initial or sustaining, made for the participation of horse(s) deemed ineligible under the above, shall be void and forfeited by the participant at the sole discretion of The New Meadowlands Racetrack, with no liability or obligation to The New Meadowlands Racetrack, and without any assurance by the New Meadowlands Racetrack that a refund or reimbursement of such payment(s) will be made by The New Meadowlands Racetrack despite such stakes payments having been previously made for and to the stake/event in question.

**D. Ineligibility Period/ Transfer of Ownership:** The ineligibility of an owner(s), trainer(s) or horse(s) Section A or B above shall commence upon a conviction, arrest, indictment, criminal information, government regulatory investigation and/or internal investigation and continue, in the discretion of The New Meadowlands Racetrack: (1) until such time as The New Meadow-

lands Racetrack is satisfied that the owner(s) or trainer (s) who is the subject of a proceeding(s) as described above, has been determined to have not engaged in such conduct as would render the owner(s) or trainer(s) ineligible under Section A or B; or (2) when there has been accomplished and perfected, supported by appropriate and confirming verifiable documentation, the transfer of ownership of the horse and/or the change of owner(s) or trainer(s) from an owner(s) and/or trainer(s) deemed to have been ineligible under Section A or B above, to a bona fide separate and unrelated licensed eligible owner(s) or trainer(s).

**E. Opportunity to Provide Relevant Information:** The New Meadowlands Racetrack will afford an owner(s) and/or trainer(s) the opportunity to present personally and on a timely basis to the management of The New Meadowlands Racetrack, any information, documentation, evidence, or argument to counter, disprove, or contradict any finding or other information which forms the basis for any conviction, indictment, arrest, criminal information, governmental regulatory investigation or internal investigation upon which The New Meadowlands Racetrack relies for determining any owner(s), trainer(s) and/or horse(s) to be ineligible to participate in an race or event sponsored or conducted by The New Meadowlands Racetrack. In such case, and without any commitment to do so, The New Meadowlands Racetrack may in its sole discretion reconsider its determination on the ineligibility of any owner(s), trainer(s) or horse(s) to participate in any race or event sponsored or conducted by The New Meadowlands Racetrack.

**Rules:**

A minimum of seven (7) separate interests may be required in any event or the event may be cancelled. All starters are subject to the detention policy of The New Meadowlands Racetrack. These races are subject to the Stallion Restriction Condition (SRC) see Meadowlands website for details. The choice of drivers for this event will be limited to those drivers who have applied and are approved to drive in Meadowlands races. A list of approved drivers will be available from the Racing Office. Any horse nominated to any Meadowlands

stakes/event must be in the care of an approved trainer by April 15 year of the stake for any stake/event raced during the month of May and May 15 for all other stakes/events. In addition, any owner who participates in a Meadowlands Stake or Early Closing event (with added money greater than \$25,000) with a trainer who has an outstanding Class 1, Class 2 or TC02 positive test having occurred on or after January 1, 2019 and under appeal in any jurisdiction will be declared ineligible to participate in any Meadowlands Stake or Early Closing event for 12 months following the conviction if such trainer is subsequently found guilty relating to the Class 1, Class 2 or TC02 positive test. Nominator also agrees that any horse paid into any Meadowlands stake/event may be required to be stabled for up to 14 days at an approved facility within a 150-mile radius of The Meadowlands or Tioga or Vernon Downs or an approved facility in a state that agrees to cooperate in an out of competition testing protocol by the date set by The Meadowlands for that stake/event for the purpose of out of competition testing.

**Disputes:**

All owners, trainers and drivers of horses nominated to this event must be accepted to participate at the Host Track or the nomination/entry may be denied without refund of previous payments. Any change of trainers made fewer than 30 days or within four starts of the date of this race will be reviewed by the sponsor and if not accepted, may result in refusal of entry. Sponsors reserve the right to amend conditions as deemed necessary without liability. A nomination to these events is an agreement to the above terms and conditions.

**Make Checks Payable To and Send To:**

Meadowlands Racing and Entertainment  
Attn Racing Office  
#1 Racetrack Drive  
East Rutherford, NJ 07073  
Phone: 201-842-5130  
Website: [www.playmeadowlands.com](http://www.playmeadowlands.com)