

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first before written.

Additional Clauses (If any)

It is hereby declared that the Lessee is over the age of eighteen years

SIGNATURE/S OF LESSOR/S (OWNER/S)

- (1) (Lessor) (Witness and address)
- (2)(Lessor) (Witness and address)
- (3)(Lessor) (Witness and address)
- (4)(Lessor) (Witness and address)
- (5)(Lessor) (Witness and address)
- (6)(Lessor) (Witness and address)

SIGNATURE/S OF LESSEE/S

- (1) (Lessee) (Witness and address)
- (2) (Lessee) (Witness and address)
- (3) (Lessee) (Witness and address)
- (4) (Lessee) (Witness and address)
- (5) (Lessee) (Witness and address)
- (6) (Lessee) (Witness and address)

**GREYHOUND & HARNESS RACING
REGULATORY AUTHORITY**

R/N

P.O. Box 358, Bankstown, N.S.W. 2200 Telephone: 9722 6600

AGREEMENT FOR LEASE OF HORSE

This Agreement made theday of20.....

BETWEEN the following person/s hereinafter called the LESSOR/S (OWNER/S)

Surname	Full Given or First Name	Residential Address and Postcode	DATE OF BIRTH
Mr. Mrs. Miss	PLEASE USE BLOCK LETTERS		/ /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /

AND the following person/s hereinafter called the LESSEE/S

Surname	Full Given or First Name	Residential Address and Postcode	DATE OF BIRTH
Mr. Mrs. Miss	(THE FIRST NAMED LESSEE IS DEEMED TO BE RACING MANAGER)		/ /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /
Mr. Mrs. Miss			DATE OF BIRTH / /

WHEREAS the Lessor is the owner of the Horse hereinafter referred to as "the said horse" AND WHEREAS the Lessor has agreed to lease the said horse to the Lessee upon the terms hereinafter mentioned NOW THIS AGREEMENT WITNESSETH.
IF NAMED THE REGISTRATION ASSESSMENT CERTIFICATE MUST ACCOMPANY THIS FORM.

1. In consideration of the agreement and stipulations on the part of the Lessee hereinafter contained the Lessor agrees to lease and the lessee agrees to hire from the Lessor the said horse from theday of.....20..... up to the.....day of.....20..... (both days inclusive) subject to the payment of the rent and the performance of the conditions; hereinafter contained. (Any alterations must be initialled both by the Lessee and the Lessor).

2. The Lessee shall take and accept the horse with all its racing engagements entered into before the execution of this Agreement.

3. It being the intention of the parties hereto that the said horse shall be used for harness racing purposes only the Lessee shall at his own expense arrange for the proper and skilful training of the said horse for such purposes and shall provide at his own expense all proper accommodation, food, attendance and clothing for the said horse of such quality as is usually supplied or used in connection with the training of such horses and shall pay all costs and expenses of properly maintaining and racing the said horse during the continuance of this Agreement.

4. The Lessee shall not use or allow the said horse to be used for any other purpose than that of harness racing or preparing and training the same for harness racing without the consent in writing of the Lessor on each occasion first had and obtained.

5. The Lessee shall not race or allow the said horse to be raced at any race meeting or meetings other than those approved by the Greyhound & Harness Racing Regulatory Authority or other affiliated Controlling Bodies nor allow any person unlicensed by the said Greyhound & Harness Racing Regulatory Authority and other affiliated Controlling Bodies to attend the said horse.

6. Subject to the foregoing provisions the Lessee shall during this lease have absolute discretion and control in and over all matters connected with training of the said horse and with the nomination and acceptance of the said horse for races declaring forfeit or scratching it including forfeit or scratching it in all or any of the engagements of the horse.

7. The Lessee shall not do permit or suffer any act or thing whereby the said horse may be liable to disqualification in any manner whatsoever.

8. The Lessee shall at all times endeavour to keep said horse in sound health and in proper condition and shall at the termination of this lease or any extension thereof return the said horse in good racing condition to the Lessor at his address as above set out or such other address as it mutually agreed upon by the parties. Unless otherwise mutually agreed upon by the parties all costs and expenses incurred in returning the said horse to the Lessor be borne by Lessee.

9. The Lessee at his own expense shall provide all necessary veterinary surgeon's attendance and medicine for said horse.

10. The Lessee will duly and punctually observe and perform the rules, decisions and directions of the Greyhound & Harness Racing Regulatory Authority or other affiliated Controlling Bodies.

11. The Lessor or his agent either with or without a veterinary surgeon or surgeons shall have full liberty at all reasonable time to inspect the said horse and any stable or other premises in which it may be kept and for such purpose to enter into and upon the premises where such horse may then be.

12. The Lessee shall use every reasonable precaution to prevent the said horse from being injured or destroyed PROVIDED ALWAYS that the Lessee shall not be liable to the Lessor for damage owing to injury to or destruction of the said horse unless such injury or destruction shall have occurred through the neglect or default of the Lessee or his servant or servants.

13. The Lessee shall pay to the Lessor as and by way of rent for the said horse one third of the gross prize money and/or stakes, (excluding any Goods & Services Tax paid to the Lessee) which the said horse may from time to time win during the continuance of this lease or any extension thereof. In addition, the Lessor shall charge Goods and Services Tax on the said rent, if the Lessor is registered for GST purposes. **(Any alteration to the rate of prize money must be initialled both by the Lessee and the Lessor).**

14. All moneys payable to the Lessor herein shall be paid to the Lessor at his residence or to his order within 28 days after the date fixed for payment of the stakes by the said Body or by the Club at whose meeting the said horse shall have won any race or stakes.

15. In the event of the Lessee making default in the punctual payment of the rent hereby made payable or in the observance or performance of any of the conditions or provisions hereof or if the Lessee shall be disqualified under the Rules of the said Greyhound & Harness Racing Regulatory Authority or other affiliated Controlling Bodies or his name be placed on the "List of Forfeits" of the said Greyhound & Harness Racing Regulatory Authority or other affiliated Controlling Bodies or if execution be issued against the goods, effects or lands of the Lessee or if the Lessee shall be declared a Bankrupt or be actually imprisoned for a period of one (1) month or more in the first instance or in the event of the said horse being disqualified under the Rules of the Greyhound & Harness Racing Regulatory Authority or other affiliated Controlling Bodies then and in any such cases it shall be lawful for the Lessor without the necessity of making any formal or other demand to retake possession of the said horse and by doing so to determine this Agreement but without prejudice to the right of the Lessor to recover from the Lessee any moneys due and payable by the Lessee hereunder. The right of the Lessor to take possession of the horse in the event of disqualification shall not be enforceable pending the hearing of any appeal by the Lessee against disqualification.

16. Without prejudice to the rights of the Lessor under the preceding clause if the Lessee shall do or neglect to do any act by reason of which act or neglect the horse may be disqualified the Lessor may (but without any obligation so to do) make any payment or payments necessary to prevent the horse from being disqualified or to remove any disqualification and to recover the amount of such payment or payments from the Lessee.

17. In the event of the Lessor exercising the power contained in paragraph 15 hereof it shall be lawful for him to enter upon any premises in which the said horse may be and remove the said horse.

18. In the event of the Lessor exercising the power contained in paragraph 15 hereof the benefit of any nominations or other fees which have been paid by the Lessee in connection with said horse shall be forfeited by the Lessor.

19. In the event of this agreement being cancelled or surrendered before the date of expiration as specified in paragraph one hereof, the Lessee shall at the time of aforesaid cancellation or surrender is agreed to by the Lessor and Lessee, notify the Lessor of the racing engagements entered into in respect of the said horse, for races not at that time already held. If the Lessee shall fail to so notify the Lessor, the Lessee shall be liable for any acceptance fees remaining unpaid in respect of such racing engagements of the said horse.

20. During the continuance of this Agreement the said horse shall be raced at all meetings in the name of the Lessee and he shall take proper measure to secure the due registration of this Lease by the Controlling Body of the State in which the subject horse is currently registered.

21. The rights and duties of either party under this Agreement shall devolve on their personal representatives.

22. The Lessee shall not assign this Lease or his interest in the horse under this Agreement in any way whatsoever without the written consent of the Lessor.

23. The Rules of the Harness Racing shall so far as they may be applicable form part of this Lease and should any of the terms hereof be inconsistent with the rules of the Harness Racing then the rules of the Harness Racing shall prevail.

24. The Lessee may terminate this Agreement at any time upon giving fourteen days notice in writing to the Lessor of his intention so to do and upon returning and delivering the said leased horse in such state and condition as aforesaid free of expense to the Lessor in the same manner as provided for in clause 8 hereof and upon paying to the Lessor the amount of any forfeit for which he may be liable in respect of the horse so returned as aforesaid.

25. That in the event of the determination of this agreement pursuant to the provisions thereof the Lessee shall forthwith execute and deliver to the Greyhound & Harness Racing Regulatory Authority all such transfers and other documents as may be necessary or be required by the Controlling Body to record such determination and to revest the leased horse in the Lessor and the Lessee DOTH HEREBY CONSTITUTE AND APPOINT the Lessor the Attorney and Agent of the Lessee for the purpose of executing all such transfers and other documents.

26. The Lessor herewith grants permission to the Lessee to race the said leased horse in all other States of the Commonwealth of Australia and New Zealand.

Note: Greyhound & Harness Racing Regulatory Authority accepts no responsibility for the due observance of the agreement or any clause therein and in the event of any dispute arising between the parties the matter shall be referred to arbitration under the provisions of the Arbitration Act in force in this State.

Additional numbered clauses may be added but in such case both the Lessee and the Lessor shall add their initials immediately at the end of such additional clauses. It is also permissible for the Lessor and Lessee to arrange an option of purchase at their discretion; however, this agreement must be completed on the special form provided for that purpose and which must be signed by both Lessee and Lessor and then lodged with the Lease at the time of registration.

ABN/GST Status of Lessee

We advise the ABN and GST status of the Lessee or Lessee Group:

- 1) I am/we are registered with an ABN: Yes / No (circle one)
 If yes My/our AB Number is: _____
- 2) I am/we are registered for GST Yes / No (circle one)
 If no Harness racing is a hobby or domestic activity for us/me or we do not have a reasonable expectation of a profit or gain and are therefore not an enterprise for GST purposes.

I/we agree that the state controlling body will issue a "recipient created invoice" on my behalf. I/we will notify the State controlling body if I/we cease to be registered for GST or for an ABN. The State controlling body is registered for GST and will notify me/us if it ceases to be registered. It will indemnify me/us for any liability for GST or penalty that may arise from an understatement of the GST payable on any supply for which it issues a recipient created invoice.

This information may be passed to controlling bodies in other States to facilitate payment of prize money.

Banking details for prize money

Under the industry systems, prize money will be paid directly to your nominated bank account by Electronic Funds Transfer - like payroll payments.
 Please deposit prize money and other payments into the bank account shown below:

Account name: _____

Bank: _____ Branch: _____ State: _____

Bank & branch number (BSB): _____ (six numbers)

Account number: _____

Please offset any amounts due.