

OFFICE OF RACING INTEGRITY

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AGREEMENT FOR LEASE OF STANDARD BRED HORSE

Fee: Refer to current scheduled fees listed in Harness Racer or ORI website

Leases shall be registered with the Office of Racing Integrity subject to the Rules of Harness Racing for the State of Tasmania.

The Rules of Harness Racing require a lessee to lodge a lease form with the Office of Racing Integrity within 7 days of leasing a horse or prior to the acceptance for a race, whichever is the shortest period.

Please Note:

1. This form must be completed in FULL prior to being lodged with the Office of Racing Integrity.
2. The use of White Out/Liquid Paper is PROHIBITED on this lease form.
3. All parties concerned must initial any additional clauses and alterations on this form.
4. The Registration Assessment Certificate must be lodged with this document.

WHEREAS the Lessor is the owner of the Horse
 particularised in the Schedule A hereto 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.

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 of20.....
 up to theday of20.....
 (both days inclusive) subject to the payment of the rent and the performance of the conditions hereinafter contained.
2. The Lessee shall take and accept the horse with all its racing engagements entered into before the execution of this Agreement and particularised in the Schedule B hereto.
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 purposes 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 Tasracing or other affiliated controlling bodies nor allow any person unlicensed by the Director or 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 the training of the said horse and with the nomination and acceptance of the said horse for races including declaring forfeit or scratching it in all or any of the engagements of the horse.

Lease of Standardbred 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 the termination of this lease or any extension thereof return the said horse to the Lessor at his address as set out in this document or such other address as is 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 shall be borne by the Lessee.
- 9. The Lessee at his own expense shall provide all necessary veterinary surgeon's attendance and medicine for the said horse.
- 10. The Lessee will duly and punctually observe and perform the rules, decisions and directions of the controlling body 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 servants or agents.
- 13. The Lessee shall pay the Lessor as and by way of **rent** for the horse(fraction or %) of the **net / gross*** of any stake money **including / excluding *** any bonuses or incentive payments which the horse may from time to time earn during the continuance of this agreement. ***Strike out which ever not applicable and initial in box.**
All trophies won by the horse during the continuance are to be
 - (a) Distributed to the Lessor absolutely,
 - (b) Distributed to the Lessee absolutely,
 - (c) (i) divided between
(ii) in turn, with the first trophy to go to

(Two of the above trophy options must be deleted)
- 14. All monies 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 controlling 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 Racing or other affiliated controlling bodies or his name be placed on the "List of Forfeits" of Tasracing or other affiliated 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 convicted of any offence punishable by imprisonment or in the event of the said horse being disqualified under the Rules of Racing 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 so doing to terminate this Agreement but without prejudice to the right of the Lessor to recover from the Lessee any monies 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 an appeal by the Lessee against such disqualification.

Lease of Standardbred Horse

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 if necessary by force or otherwise, 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 shall have been paid by the Lessee in connection with the said horse shall be forfeited to the Lessor.
19. In the event of this agreement being terminated before the date of the expiration as specified in paragraph one hereof, the Lessee shall at the time the 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 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 Racing then the Rules of 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 Office of Racing Integrity all such transfer and other documents as may be necessary or be required by the controlling body to record such determination and to reinvest 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.

ADDITIONAL CLAUSES

NEITHER OF CLAUSE 26, 27 OR 28 SHALL BE INCLUDED IN THIS AGREEMENT UNLESS THE INITIALS OF ALL OF THE LESSORS AND ALL OF THE LESSEES ARE SUBSCRIBED IN THE MARGIN OPPOSITE THE CLAUSE TO BE INCLUDED.

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.

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Lease of Standardbred Horse

27. Provided that this Agreement has not been previously terminated the Lessee shall have the option to purchase the said Horse for the sum of \$..... such option to be exercised by notice in writing delivered personally or posted by Certified Mail to the last known residential address of the Lessor (and each Lessor if more than one) at least eight weeks before the date of expiration of the Lease as specified in paragraph one hereof and subject to payment of the said sum in full within fourteen days of the receipt by the Lessor (or the last Lessor to be served if more than one) of the said notice in writing.

28. The Lessor herewith grants permission to the Lessee at his/her discretion to geld the said horse at any time during the period of this agreement.

Note: Additional numbered clauses may be added but in such cases the initials of all of the Lessors and all of the Lessees shall be subscribed in the margin opposite each such additional clause.

PROVISION FOR ADDITIONAL CLAUSES OF AGREEMENT

Lease of Standardbred Horse

This Agreement made theday of 20.....

Between the following person/s described in this document as LESSOR/S (OWNER/S)

No.	Title	Surname	Given Names	Residential Address	Date of Birth	Signature
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

AND the following person/s hereinafter called the LESSEE

Lease of Standardbred Horse

Lease of a Standardbred Named _____ **Year of Foaling** _____

LESSEE/S DETAILS. I/We declare that the names of the Lessee/s appearing on this Agreement are a true and accurate disclosure of all interested persons and I/We have read the Terms & Conditions of this lease. Further I/We declare to be over the age of eighteen (18) years. **By signing this document you are bound by the Rules of Harness Racing including all Local Rules.**

PLEASE NOTE THE TOTAL COMBINED SHARE PERCENTAGE MUST EQUAL 100.00%

MANAGER (Lessee 1)																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										
LESSEE 2																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										
LESSEE 3																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										

Lease of Standardbred Horse

Lease of a Standardbred Named _____ **Year of Foaling** _____

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LESSEE 4																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										
LESSEE 5																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										
LESSEE 6																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										

Lease of Standardbred Horse

Lease of a Standardbred Named _____ **Year of Foaling** _____

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LESSEE 7																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										
LESSEE 8																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										
LESSEE 9																
Title:		Surname:						Date of Birth	D	D	M	M	Y	Y	Y	Y
Given Names:							Phone Number:									
Postal Address:							Mobile Phone:									
Suburb:						Postcode:			Share Percentage:							
Email Address:												SIGNATURE				
Account Name:																
BSB: (6 Digits):							Account Number:									
Is this Entity GST Registered?	YES / NO					If YES please enter ABN (11 Digits)										

Lease of Standardbred Horse

Lease of a Standardbred Named _____ **Year of Foaling** _____

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PLEASE NOTE THE TOTAL COMBINED SHARE PERCENTAGE MUST EQUAL 100.00%

LESSEE 10																		
Title:	Surname:					Date of Birth			D	D	M	M	Y	Y	Y	Y		
Given Names:	Phone Number:																	
Postal Address:	Mobile Phone:																	
Suburb:	Postcode:				Share Percentage:													
Email Address:	SIGNATURE																	
Account Name:																		
BSB: (6 Digits):																Account Number:		
Is this Entity GST Registered?											YES / NO		If YES please enter ABN (11 Digits)					

NAMED HORSE: LESSEES SHOULD ENSURE THAT THEIR TRAINER LODGES A STABLE RETURN FORM IN CONJUNCTION WITH THIS AGREEMENT.

THE SCHEDULE "A"

Name of Horse	Age	Pedigree	Brands and Description
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THE SCHEDULE "B"

Racing Engagements Name of Horse	Name of Club	Name of Race	Date of Race
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PERSONAL INFORMATION PROTECTION STATEMENT – You are providing information to the ORI which will manager that information in accordance with the *Personal Information Protection Act 2004*. The personal information collected here will be used by ORI for the purpose of processing your application pursuant to the *Racing Regulation Act 2004*, associated legislation and the Rules of Racing as adopted by Tasracing from time to time. Full details can be viewed at www.dpipwe.tas.gov.au