

## APPLICATION FOR LEASE OF A RACEHORSE

LEASE OF A RACEHORSE NAMED: \_\_\_\_\_ (\_\_\_\_) suffix Dam \_\_\_\_\_ Foaling Date \_\_\_\_\_

This Agreement made on the: ... / ... / ..... between the following person/s hereinafter called the Lessor/s (owner/s) and the Lessee/s.

WHEREBY the Lessor agrees to lease and the Lessee agrees to take on the lease from the Lessor the racehorse described above agreeing to all conditions for a term:- Commencing on: ... / ... / ..... Expiring On: ... / ... / .....

At a rental of \_\_\_\_\_ percent of the GROSS/NET value (strike out which ever is not applicable) of all monies including/excluding trophies, won by or awarded to the said horse during the said term payable at the place and time prescribed in Clause 1 (a) of the Conditions. The rental must be shown; if no rental required please show NIL. Any additional requirements must be shown as a SPECIAL CLAUSE and stated below. SPECIAL CLAUSES (To be initialled by ALL parties).

**SPECIAL CLAUSE/S (if any):**

• Please note if a syndicate is entering into the lease there will be an additional horse fee of \$35

• Insurance of the horse is the responsibility of the owner (Lessor)

• DO NOT use correction tape/ fluid to alter the document

• The managing Lessee and managing Lessor must advise TRNT immediately of any change to contact details

• Due to the essential role that RISA plays in administering, promoting and reporting on thoroughbred horse racing, as well as providing racing materials, RISA must be able freely to use all intellectual property rights (including but not limited to copyright) that may subsist in the name, image, jockey silks and other indicia associated with this horse. In order to allow RISA to use these intellectual property rights without impediment, as a condition of the horse's registration, you agree that RISA owns all right, title or interest (including but not limited to copyright, goodwill and reputation) in the name, image, jockey silks or other indicia associated with that horse, whether existing before or after you sign this form. To the extent that you own any such intellectual property rights by force of law, you must assign them to RISA. You must also undertake to RISA that you will not apply to register as a trade mark any such indicia or do anything that will or may adversely affect or otherwise limit the ability of RISA, the principal racing authorities or race clubs to administer, promote or report on thoroughbred racing (or authorise any other person to do so). You may request permission from RISA to register a trade mark associated with the horse, and RISA may accept or reject your request in its absolute discretion and subject to any conditions it deems necessary or desirable. In exchange for the agreement, assignment and undertakings, upon registration of the horse RISA will grant to you a nonexclusive, royalty-free and non-transferable licence to use the name, image, jockey silks and other indicia associated with the horse where RISA owns the intellectual property in such indicia for any purpose related to racing, training, promoting and otherwise dealing with the horse, including merchandising; and sub-license the same to any other person.

• NOTE: The PRA accepts no responsibility for the due observance of the Agreement or any clause therein. A copy of the Lease must be lodged with the Secretary of a

Principal Club in accordance with the Australian Rules of Racing before the horse is entered for a race. Notice of cancellation must also be lodged in the same manner.

NAME OF HORSE:

\_\_\_\_\_

LOCATION OF THE HORSE AT TIME OF APPLICATION:

\_\_\_\_\_

SUBURB \_\_\_\_\_ POST CODE \_\_\_\_\_ STATE \_\_\_\_\_

**Please circle: Bankcard Visa Mastercard**

Card Number \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Expiry Date \_\_ / \_\_

CVN \_ / \_ / \_

Amount \$ \_\_\_\_\_

Cardholder's Name:

\_\_\_\_\_

Signature of Cardholder:

\_\_\_\_\_

Amount: Cash / Cheque / Money Order / Credit Card

Date Received: DOD: Y / N

Registration Officer: \_\_\_\_\_

**Registrar of Racehorses**

Email: [deputyregistrar@racingaustralia.horse](mailto:deputyregistrar@racingaustralia.horse)

Website: <https://www.trnt.org.au/>

Telephone: (08) 8944 7500



**PLEASE SIGN BELOW TO INDICATE THAT ALL CONDITIONS CONTAINED IN THIS LEASE INCLUDING ANY SPECIAL CLAUSES ARE HEREBY AGREED TO BY ALL PARTIES OF THE LEASE: Signature/s of Lessor/s (Owners)**

	PRINT NAME	SIGNATURE	POSTAL ADDRESS
Owner 1			
Owner 2			
Owner 3			
Owner 4			
Owner 5			
Owner 6			
Owner 7			
Owner 8			
Owner 9			
Owner 10			
Owner 11			
Owner 12			
Owner 13			
Owner 14			
Owner 15			
Owner 16			
Owner 17			
Owner 18			
Owner 19			
Owner 20			

Lease of a Racehorse Name .....

LESSEE/S DETAILS. I/We declare that the names of the Lessee/s on this Agreement are a true and accurate disclosure of all interested persons (refer AR 56B) and I/We have read the Lease Agreement as well as the Terms & Conditions of this lease.

If the Certificate of Lease Endorsement is not to be forwarded to the Manager, please supply deliver instructions below:

Recipient:

Email:

**PLEASE NOTE THE TOTAL COMBINED SHARE PERCENTAGE MUST EQUAL 100%**

**MANAGER (lessee 1):** shall be treated as the MANAGER (Subject to AR57)

Title:  Surname:

Given Names:

Postal Address:

Suburb:  Post Code:

Email:

Account Name:

BSB:  Account Number:

Signature:

D.O.B:

Mob:

Shares Percentage:

Is this Entity GST registered? YES / NO

If yes, please provide ABN:

**Lease of a Racehorse Name .....**

LESSEE/S DETAILS. I/We declare that the names of the Lessee/s on this Agreement are a true and accurate disclosure of all interested persons (refer AR 56B) and I/We have read the Lease Agreement as well as the Terms & Conditions of this lease.

**Lessee Number:** \_\_\_\_\_

Title:  Surname:  D.O.B:

Given Names:  Mob:

Postal Address:  Shares Percentage:

Suburb:  Post Code:

Email:  Is this Entity GST registered? YES / NO

Account Name:  If yes, please provide ABN:

BSB:  Account Number:

Signature:

#### **LEASE DISPUTES**

Thoroughbred Racing N.T. receives numerous requests for advice in relation to disputes arising out of the leasing of racehorses.

Disputes generally arise from the addition of special clauses to the standard lease and it is clear that these special clauses are often added to the lease without any real thought being given to the meaning and consequences of those clauses.

Thoroughbred Racing N.T. will not take sides in any such disputes and as their resolution through the Courts can often be an expensive and not always satisfactory procedure, everyone involved in the leasing of a horse is urged to consider carefully the implications of any special clauses before they are inserted in the standard lease agreement.

The existing forms make it clear that Thoroughbred Racing N.T. accepts no responsibility for the due observance or non observance of the lease arrangements and if there are any disputes, Thoroughbred Racing N.T. only has limited powers to intervene.

Accordingly, Thoroughbred Racing N.T. urges everyone concerned to give more consideration in future to the wording and consequences of any special clauses.

It may be appropriate to provide, in case a dispute should arise, that the matter should first be referred to arbitration by a neutral person to be agreed upon in advance.

Such provision should be incorporated in the lease itself or in a letter of agreement. In that event there should be provision as to the costs of the arbitration and whether either party is entitled to legal representation.

Other problem areas arise in relation to the desire of many owners to nominate the trainer by whom a particular horse is to be trained and where and when it is to be spelled, etc. Here again everyone concerned is urged to take far more care about these matters and to agree on all these matters in advance so that no misunderstandings arise later when it is often very difficult to do anything about them

#### **PERSONAL INFORMATION**

To assist in making ownership determination, the Deputy Registrar must assess the fitness and propriety of each applicant. This assessment requires the collection of sensitive information. In order to protect each individual's privacy, certain necessary information has not been requested on the application form, however, all applicants must read the following questions –

1. In the past 10 years, have you been convicted of, or is there a pending charge against you, for any offence involving:

(a) Violence against a person; or

(b) Dishonest or criminal activity?

2. Have you ever been convicted under the Australian Rules of Racing or rules of any Principal Racing Authority?

If any applicant should answer "yes" to any of these questions, the applicant must notify the Deputy Registrar in writing prior to the lodgement of the application. Such notification must include full details of the conduct in question. The Deputy Registrar will advise in writing within seven days of having received such notification. That advice should be retained by the applicant as evidence that the appropriate notification has been made. You are advised that should it be established that an individual has neglected or failed to truthfully respond to questions 1(a),

1(b) or 2, this application and any other application concerning the individual may be refused or cancelled at any time. If the notification has previously been advised to the Deputy Registrar, there is no need to do so again unless subsequent charges or convictions have been recorded against you since you submitted said notification to the Deputy Registrar.

A Principal Racing Authority or the Stewards may punish any person who makes any false or misleading statement or declaration in respect of any matter in connection with the administration or control of racing under AR.175(gg).

#### **PRIVACY**



The Deputy Registrar of Racehorses collects information about you when you submit this form to lease a racehorse. The Deputy Registrar will use that information to assess your application and if approved, your ongoing status as an owner. To do that, the Deputy Registrar may disclose your information to Principal Racing Authorities. On occasion, the Deputy Registrar may disclose names and contact details to racing organisations, including race clubs and owners or breeders associations, however, this information will only be disclosed when the Deputy Registrar is of the opinion that such communication may be of interest or benefit to you. If you do want to receive such communication, you may advise the Deputy Registrar of that fact at any time. You can gain access to and request changes be made to your information held by the Deputy Registrar of Racehorses at any time. You do not have to supply the information requested, but if the information is not provided the Deputy Registrar may refuse to accept your application.

1. The Lessee HEREBY COVENANTS AND AGREES with the Lessor that the Lessee will at all times during the continuance of this Lease:-

(a) Pay to the Lessor the rental stated on the front of this form at the said address or such other place in the said State as he shall from time to time direct free of all deductions whatsoever within twenty-one days of the receipt of the same by the Lessee.

(b) Properly and skilfully train the said horse for racing purposes and provide all proper accommodation stabling food and clothing therefor in accordance with the standard usually supplied or provided in connection with the training of racehorses in the said State.

(c) At all times provide all necessary veterinary services for the said horse together with any medicines required in connection therewith in accordance with the advice of a qualified Veterinary Surgeon.

(d) Keep and maintain the said horse in good condition (whether actually racing or otherwise) and in the charge and care of careful and competent grooms and trainers.

(e) Pay and discharge the costs expenses and fees of maintaining racing and spelling the said horse in terms of this Agreement.

(f) At all times enter and race the said horse in the name of the Lessee and in the name of no other person.

(g) Permit the Lessor his servants and agents with or without Veterinary Surgeons at all reasonable times to enter upon the premises in which the said horse may be to inspect the state and condition thereof and for this purpose advise him at any time on request of its whereabouts.

(h) Take all and every such reasonable and usual precautions to prevent the said horse from being injured becoming ill or destroyed PROVIDED NEVERTHELESS that the Lessee shall not be liable to the Lessor for any damage owing to injury to or illness or destruction of the said horse unless such injury illness or destruction shall have occurred through the neglect or default of the Lessee or any servant or agent of the Lessee.

(i) Forthwith to lodge this Lease with a Principal Club (hereinafter referred to as "the said Club") in accordance with the Rules of the said Club in that behalf.

(j) Pay the registration fees of this Agreement.

(k) At the expiration or sooner determination of this Lease at the Lessee's cost deliver to the Lessor at his address as stated on this form or such other place as the Lessor shall appoint but at no greater cost the said horse in the same good state and condition as the same now is.

2. That the Lessee will not at any time during the said term:-

(a) Without the prior consent in writing of the Lessor permit the said horse to be gelded or used for stud purposes or any other purpose than that of flat racing and training for the same and will not train for or race nor suffer or permit the said horse to be trained for or raced in any hurdle race or any steeplechase and will not school or permit to be schooled the said horse over jumps of any kind whatsoever.

(b) Race or suffer or permit to be raced the said horse at any race meeting or meetings other than those registered or approved by the said Club.



(c) Do suffer or permit any act matter or thing whereby the said horse may be liable to disqualification under the Rules of Racing for the time being.

(d) Assign underlet or except for the purpose of the training thereof part with the possession and personal control training and management of the said horse without the prior consent in writing of the Lessor.

3. IT IS HEREBY MUTUALLY AGREED AND DECLARED by and between the Lessor and the Lessee as follows:-

(a) That if the Lessee make default in the due and punctual payment of any rental payable hereunder or in the due and punctual observance and performance of any of the other covenants conditions and stipulations herein contained or if the Lessee or the said horse shall be warned off or disqualified by any Racing Club or if any judgment be entered against the Lessee in any Court of Law and the Committee gives permission or if execution be issued against the goods effects or lands of the Lessee or in the event of the death of the Lessee or if the Lessee shall commit any act of bankruptcy or if he or any other person shall threaten or attempt to bring the estate of the Lessee within the operation of any law relating to bankrupts or insolvents or if the Lessee shall be convicted of any offence against any law for the time being in force in the said State punishable with imprisonment or the nomination of the said horse by the Lessee is refused by the said Club. THEN in any such cases the Lessor may determine this agreement and thereupon it shall be lawful for the Lessor or any duly appointed agent of the Lessor without the necessity of making any formal or other demand to retake and recover possession of the said horse thereupon this Agreement shall cease and determine but without prejudice to any remedy for the recovery of any monies which shall have already become due under this Agreement.

(b) That in the event of the disqualification of the Lessor by any Racing Club the rights of the parties shall be subject to the provisions of Rule 185 of the Australian Rules of Racing.

(c) That in the event of the determination of this Agreement pursuant to the provisions of paragraph (a) of this clause the Lessee shall forthwith execute and deliver to the said Club all such transfers and other documents as may be necessary or be required by the said Club to record such determination and the Lessee DO THEREBY CONSTITUTE AND APPOINT the Lessor his Attorney and agent for the purpose of executing all such transfers and other documents.

(d) That in addition to and without prejudice to the provisions of paragraph (a) preceding if the Lessee shall at any time be disqualified by any Racing Club or the Committee or Stewards thereof this Lease shall thereupon be determined and be absolutely void and the said horse shall be returned and delivered to the Lessor by the Lessee in manner hereinbefore provided but in such event the Lessor shall have the benefit of any entrance or other fees which shall have been paid by the Lessee in connection with the said horse to the intent that the same shall be absolutely forfeited to the Lessor.

(e) That the said horse shall at all times be raced in accordance with the Rules of Racing for the time being in force and this Agreement shall be subject to and the parties hereto bound by such rules in all respects.

(f) That the Lessee shall take the said horse thereunder with the benefit of all existing engagements entrances and nominations (if any) but subject to the payment by the Lessee of all forfeits and liabilities in connection therewith.

(g) That in the event of any dispute arising between the parties hereto concerning this Agreement or in relation to any matter arising thereunder the same shall be referred to two arbitrators one to be appointed by each party or their umpire under the provisions of the Arbitration Act in force in the said State.

(h) That nothing herein contained shall be held or construed to form or be a partnership between the parties.

(i) That the Lessee or if more than one the Lessees may terminate this Agreement at any time upon giving one calendar month's notice in writing in that behalf to the Lessor and upon returning the said horse to the Lessor in manner hereinbefore provided and in conformity with the state and conditions hereinbefore mentioned.

(j) That any notice required to be given by the Lessor to the Lessee hereunder may be verbal or in writing and if in writing may be delivered to the Lessee personally or sent by prepaid registered post to the Lessee at the address of the Lessee hereinbefore appearing and any notice required to be given by the Lessee to the Lessor shall be in writing and shall be delivered to the Lessor personally or sent by prepaid registered post addressed to the Lessor at the address of the Lessor hereinbefore appearing. Where there is more than one Lessor or Lessee every notice shall be deemed to have been duly given to all if given to the first named at his or her address appearing herein.





(k) That the expression “Lessor” whenever herein appearing shall be deemed to mean and include the Lessor and the executors administrators and assigns of the Lessor and where there is more than one Lessor shall include the Lessors and each of them and their respective executors administrators and assigns and the expression “Lessee” shall be deemed to mean and include the Lessee and the executors administrators and permitted assigns of the Lessee and where there is more than one Lessee shall include the Lessees and each of them and their respective executors administrators and permitted assigns and where there is more than one Lessee the covenants and agreements of the part of the Lessee shall be deemed to be several as well as joint.

NOTE: The Authority accepts no responsibility for the due observance of the Agreement or any clause therein. A copy of the Lease must be lodged with the Secretary of a Principal Racing Authority in accordance with the Australian Rules of Racing before the horse is entered for a race. Notice of cancellation must also be lodged in the same manner.