



NOTIFICATION OF LEASE OF A HORSE

ABN 68 094 559 930

REGISTRATION ASSESSMENT CERTIFICATE MUST BE RETURNED WITH THIS APPLICATION

Fee payable according to current schedule of fees.

It is a requirement for the Lessee to lodge a Lease form with Harness Racing SA within 7 days of leasing a horse or prior to its acceptance for a race, whichever is the shorter period.

Name of Horse		Year of Foaling	
Sire	Dam	Freeze Brand/Identification	
Racing Engagements Name of Horse		Name of Club	Date of Race
		Name of Race	

TERM
 FROM _____ TO _____
 (Commences from date of receipt at HRSA Ltd office)

Bank Branch No _____ Branch (NAB, Westpac etc) _____

Account No _____ Account Name _____

I/We agree that stake monies for the above horse be paid into the above bank account.

LESSORS

SURNAME <i>(Please use block letters)</i>	FULL GIVEN NAMES	POSTAL ADDRESS <i>(including postcode)</i>	PHONE NO.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

LESSEES (The first named lessee is deemed Manager)

SURNAME	FULL GIVEN NAMES	POSTAL ADDRESS <i>(including postcode)</i>	PHONE NO.	% OF OWNERSHIP
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

It is hereby declared that the Lessee is over the age of 18 years.

1. 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.
2. 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.
3. The Lessee shall at all times endeavour to keep the 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 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.
4. The Lessee at his own expense shall provide all necessary veterinary surgeon's attendance and medicine for the said horse.
5. The Lessee will duly and punctually observe and perform the rules decisions and directions of the Harness Racing SA Ltd or other affiliated Controlling Bodies.
6. 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.
7. 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 of his servant or servants.
8. The Lessee shall pay to the Lessor rent in respect of the horse consisting of% of the **net* stake money won by the horse in any race during the period of the Agreement *excluding* any bonuses or incentive payments earned by the horse during that period.
9. **Automatic Payment Option**
Harness Racing SA (HRSA) will facilitate the automatic payment of rent in respect of the horse to the Lessor on behalf of the Lessee consisting of% of the **net* stake money won by the horse in any race during the period of the Agreement.

***Note, for the purposes of the Agreement, the expression "net stake money" shall mean gross stake money won by the horse in the race, less any amount deducted by Harness Racing South Australia, any Harness Racing Club, or any affiliated controlling body, and paid to the trainer or driver .**

PLEASE NOTE: CLAUSES 8 & 9 MUST BE INITIALLED BY ALL PARTIES.

10. Unless otherwise expressed in writing by the Lessor/s there shall be no restriction on the racing of this horse at any interstate or overseas venue.
11. Where there is a dispute existing between the parties to a lease, the Controlling Body shall not cancel any lease unless all existing parties signify their consent in writing to the Controlling Body.
12. The Controlling Body shall not attempt to resolve the legal rights of the parties in any dispute relating to a lease.

ADDITIONAL CLAUSES MUST BE INITIALLED BY ALL PARTIES.

SIGNATURE/S OF LESSOR/S

- (1) _____ (Lessor)
- (2) _____ (Lessor)
- (3) _____ (Lessor)
- (4) _____ (Lessor)
- (5) _____ (Lessor)
- (6) _____ (Lessor)
- (7) _____ (Lessor)
- (8) _____ (Lessor)
- (9) _____ (Lessor)
- (10) _____ (Lessor)

SIGNATURE/S OF LESSEE/S

- (1) _____ (Lessee)
- (2) _____ (Lessee)
- (3) _____ (Lessee)
- (4) _____ (Lessee)
- (5) _____ (Lessee)
- (6) _____ (Lessee)
- (7) _____ (Lessee)
- (8) _____ (Lessee)
- (9) _____ (Lessee)
- (10) _____ (Lessee)

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