

General information and instructions

A Lease is a legally binding contractual agreement between two parties – the Lessor and the Lessee.

The Lessor is the owner of the horse in question and the Lessee is taking contractual rights from the Lessor to race the horse subject to the attached Terms & Conditions.

Points to remember:

- As this Lease is a legal contract between the parties concerned should any disagreements arise legal advice must be obtained.
- Insurance of the horse is the responsibility of the Owner (Lessor).
- Please ensure that all details are correct and the form is completed in full. **Any changes to address or other details must be reported immediately to the Registrar of Racehorses.**
- The horse must not be entered for a race until the Lease is endorsed by the Registrar of Racehorses, Queensland Racing Integrity Commission.
- The 'Document of Description' or 'Thoroughbred Identification Card' IS NOT required for processing of this Lease. These should remain with the horse at all times.

Lease Amendments

A Lease Amendment allows the Lessees to be added or removed without having to cancel the lease and re-apply. The terms of the lease which include; commencement and expiry date, rental, and special clauses (if any) cannot be altered in any way from the original lease agreement.

Registered Syndicates

When a Syndicate is involved in the Lease utilise the SURNAME and GIVEN NAME boxes for the Syndicate Name and Manager – this is also necessary should the Syndicate be "Racing As". It is important to fill in the FULL details. Each Syndicate entering the ownership of this horse **MUST pay the additional fee as per the fee schedule below** (Refer to AR 69).

Should you have any queries in relation to the completion of this form, please contact Deputy Registrar on 1800 870 799

Failure to submit any of the supporting information will result in your application not being considered.

Payment Details

Total Payment \$

Cardholder's Name

Card Number (VISA or Mastercard only)

Cardholder's Signature

Expiry Date

CVN

/

* Cheques and money orders are not accepted in QLD

Lease Amendment

Racehorse name:

Suffix:

Dam:

Foaling Date:

(date dd/mm/yyyy)

This amendment made on the _____ between the following person hereinafter called the Lessor/s (owner/s) and the Lessee/s.
(date dd/mm/yyyy)

WHEREBY the original Lease conditions, including the term, rental and special clauses (if any) remain unchanged, and the Lessee/s are altered as follows:

Managing Lessor (Owner)

As Managing Lessor (Owner) I, _____ acknowledge the details of the Lease Amendment below to be true and correct and confirm I have notified all current owners of the Lease Amendment(s) stated on these forms.

Signature

Date (dd/mm/yyyy)

Managing Lessee

As Managing Lessee I, _____ acknowledge the details of the Lease Amendment below to be true and correct and confirm I have notified all remaining Lessee (being those Lessees who are neither relinquishing nor acquiring a share in the horse), if any, of the Lease Amendment(s) stated on those forms.

Signature

Date (dd/mm/yyyy)

Outgoing Lessee(s)

Only each Lessee relinquishing their share, or part thereof, in this horse must sign the section below. The Managing Lessee may sign the declaration above on behalf of those remaining Lessees whose share percentage remains unchanged. Where a Lessee is changing their share, they must also complete the appropriate incoming Lease Amendment page following, noting their new share percentage. The Registrar or Deputy Registrar may refuse the Lease Amendment at their discretion if all outgoing Lessees have not signed and the reason is not acceptable to the Registrar/Deputy Registrar.

Print Name

Signature

Witness Name

Witness Signature

Lessor

Lessor

Lessor

Lessor

Lessor

Lessor

Lessor

Lease Amendment - New Managing Lessee Details (if applicable)

Racehorse name:

Suffix:

Dam:

Foaling Date:

(date dd/mm/yyyy)

LESSEE/S DETAILS. I/We declare that the names of the Lessee/s appearing on this amendment are a true and accurate disclosure of all interested persons (Refer AR 56B)

Personal details: Manager (Lessee 1) shall be treated as the MANAGER (subject to AR57)Date of Birth *(dd/mm/yyyy)*

Title

Given Names

Surname

Postal Address

Suburb

Post Code

Phone

Mobile

Email

Banking details

Bank Account Name

BSB *(6 Digits)*

Account number

Shares held *Please note the total combined share % must equal 100%***/ 100%**

Is this entity GST registered? If yes please enter ABN

Yes No

Please ensure you have read the Personal Information, Privacy Statement and GST Declaration prior to signing this form. It is recommended you also review the rules of Racing available at the QRIC website.

Declaration

I declare and acknowledge that I understand and have read this Standard Lease Agreement and all conditions including but not limited to any Special Clauses and the Rules of Racing prescribed within this document.

Signature

Date *(dd/mm/yyyy)***Location Of The Horse At The Time of Application**

Street Address

Suburb

Postcode

State

***Important:** Under the Australian Rules of Racing, you must provide the location of the horse at the time of this application. This form will not be processed if these fields are left blank.

Lease Amendment - Lessee(s) Details (for incoming lessee or existing lessee changing their lease %)

Racehorse name:

Suffix:

Lessee No

Date of Birth (dd/mm/yyyy)

Title

Given Names

Surname

Postal Address

Suburb

Post Code

Phone

Mobile

Email

Banking details

Bank Account Name

BSB (6 Digits)

Account number

Shares held *Please note the total combined share % must equal 100%*

/ 100%

Is this entity GST registered? If yes please enter ABN

Yes No

Please ensure you have read the Personal Information, Privacy Statement and GST Declaration prior to signing this form. It is recommended you also review the rules of Racing available at the QRIC website.

Declaration

I declare and acknowledge that I understand and have read this Standard Lease Agreement and all conditions including but not limited to any Special Clauses and the Rules of Racing prescribed within this document.

Signature

Date (dd/mm/yyyy)

Lease disputes

Queensland Racing Integrity Commission 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. Queensland Racing Integrity Commission 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, the Queensland Racing Integrity Commission urges everyone involved in leasing of a horse 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 Queensland Racing Integrity Commission accepts no responsibility for the due observance or nonobservance of the lease arrangements and if there are any disputes, Queensland Racing Integrity Commission only has limited powers to intervene. Accordingly, Queensland Racing Integrity Commission urges everyone concerned to give more consideration in future to the wording and consequences of any of these 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 Queensland Racing Integrity Commission urges everyone concerned 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.

Appointment of representative (or racing manager)

AR 1. "Manager" means the first-named person in the Certificate of Registration, Document of Description of Transfer or Lease (if leased) of a horse or if the horse is owned or leased by a Syndicate, the person first-named in the Certificate of Registration of the Syndicate, subject always to the provisions of AR 57 (1). If the horse is owned or leased by more than one Syndicate, the first-named person appearing in the Certificate of Registration of the first-named Syndicate shall be deemed to be the Manager.

AR 57. (1) The Manager may be removed or replaced by a memorandum signed by the joint owners or lessees or Syndicate members representing a majority interest in the horse. (2) The Manager of a horse shall, alone of the joint owners, lessees or Syndicate members be entitled to: (a) enter, nominate, accept or scratch such horse for any race; (b) engage a jockey to ride such horse for any race; (c) receive any prizemoney or trophy won by such horse; or (d) act for and represent the joint owners, lessees or Syndicate members in relation to the horse in all respects for the purpose of these Rules. (3) The entry or nomination of every such horse for any race shall state thereon the name of the Manager. (4) The trainer of any such horse who enters, nominates, accepts or scratches such horse shall be deemed to have done so with the authority of the Manager and all the other nominators.

Personal information

To assist in making ownership determinations, the 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; or
 - c. Animal cruelty.
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 Registrar in writing prior to the lodgement of the application. Such notification must include full details of the conduct in question. The 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 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 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 Registrar.

A Principal Racing Authority or Steward 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 AR175(gg). Inaccuracies or omissions may also lead to penalties and refusal or cancellation of the Registration of this horse (AR17)

Privacy

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

Owner GST / EFT declaration

1. If your horse interests are registered under GST Legislation, you are required to provide the applicable ABN so that prize money payments can be grossed up with the GST portion. Each person or entity that is GST registered should nominate the applicable ABN.
2. In the case of Syndicate members who are GST registered, GST details cannot be specified – the Syndicate must be registered for GST.
3. Prizemoney will automatically be paid into the managing lessees' nominated bank account. If ALL lessees provide a bank account prizemoney will be split and paid into the nominated bank account.
4. In QLD, prize money payments cannot be made to individual owners/entities.

Where the owner is GST registered, the following agreement is given:

- The recipient may issue tax invoices in respect of the specified supplies
- The supplier will not issue tax invoices in respect of those supplies
- The supplier acknowledges that it is registered when it enters into the agreement & that it will notify the recipient if it ceases to be registered
- The recipient acknowledges that it is registered when it enters into the agreement & that it will notify the supplier if it ceases to be registered

Terms and conditions

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, where applicable, the rental stated on page 2 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 therefore 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 agent of the Lessee.
 - i. Forthwith to lodge this Lease with the Queensland Racing Integrity Commission in accordance with the Racing Integrity Act 2016 and the Rules of Racing in that behalf.
 - j. Pay the registration fees of this Agreement to the Lessor on demand.
 - 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 Queensland Racing Integrity Commission.
 - 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. Take or remove the said horse from the State in which delivery was taken thereof without the prior consent, in writing, of the Lessor.
 - e. 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.
 - f. Administer cause or permit to be administered any drug or medicine except with the approval of a qualified Veterinary Surgeon.

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

- a. That if the Lessee shall make default in the due and punctual payments 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 of the said horse shall be warned off or disqualified by the Commission or any Principal Racing Authority, or if any judgement be entered against the Lessee in any Court of Law and Queensland Racing Integrity Commission 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 the nomination of the said horse by the Lessee is refused by Queensland Racing Integrity Commission, THEN in any such cases the Lessor may determine the Agreement, and it shall be lawful for the Lessor or any duly appointed agent of the Lessor within one month of any such matter coming to the knowledge of the Lessor or such agent of the lessor without the necessity of making any formal or other demand to retake and recover possession of the said horse wheresoever the same may be, and for such purpose the Lessor and employees and agents of the lessor may enter the place where the horse is located or is supposed to be located without being responsible or answerable for any damage or loss resulting therefrom or occasioned thereby. Thereupon this Agreement shall cease and determine but without prejudice to any remedy for the recovery of any moneys which shall have already become due under this Agreement or of any damages for the breach of any of the covenants and agreements herein contained.
- b. That in the event of the disqualification of the Lessor by the Commission or any Principal Racing Authority 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 Queensland Racing Integrity Commission all such transfers and other documents as may be necessary or be required by the Queensland Racing Integrity Commission to record such determination and to re-vest the said horse in the Lessor and the Lessor is HEREBY CONSTITUTED AND APPOINTED as the Lessee's Attorney and agent for the purpose and 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 the Commission or any Principal Racing Authority of 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 hereunder 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 arbitration 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 months' 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 condition as 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.
- 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 mean and 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 on the part of the Lessee shall be deemed to be several as well as joint.

NOTE: Queensland Racing Integrity Commission accepts no responsibility for the due observance of the Agreement or any clause therein. This Lease must be lodged with The Queensland Racing Integrity Commission 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.