



FEE \$40/LATE LODGEMENT FEE \$25

**LEASE AGREEMENT
 STANDARD BRED BROODMARE OR STALLION**
 Ensure Any Existing Lease Is Cancelled

GENERAL INFORMATION:

- RWVA registers leases for Harness breeding purposes. RWVA is not a party to the leases it registers. RWVA's registration of a lease does not of itself create any proprietary rights.
- A lease is a private agreement between Lessor and Lessee which creates proprietary interests between the parties to the lease. If any dispute arises concerning a lease it is a matter for the parties to settle themselves either in the courts or through mediation. RWVA has neither the jurisdiction, nor expertise to determine the private rights of parties in a lease dispute. RWVA's only role is to manage its ownership registration system, ensure compliance with the Rules of Racing and determine the eligibility of horses/greyhounds to race. Legal advice should be sought in the case of a dispute.
- Even though the Terms & Conditions state that the Lessor can recover possession of the horse if the lease is breached, this right is not absolute and a court may intervene and grant relief from forfeiture to the lessee if it is just to do so.
- Insurance of the horse is the responsibility of the Lessor.
- A *GST Declaration Form* must be completed and returned with this lease agreement.
- Only **original** documents are accepted.
- Do not use correction fluid/tape to alter documentation,
- Managing Lessee and Managing Lessor must advise RWVA Licensing immediately of any change to contact details.
- The Managing Lessee must lodge this Lease Agreement and GST Declaration with RWVA within 14-days of the "commencing date" and no later than 7-days prior to the animal being entered for a race. Failure to do so will incur the specified late lodgement fees.
- If this agreement is terminated under provision of Claus 3 (l) of the Terms and Conditions, the Managing Lessee and Managing Lessor must immediately lodge a *Cancellation of Lease Form*,
- Any corrections/alterations to the lease agreement must be initialled by the Managing Lessor or Managing lessee.

1. NAME OF HORSE [_____] SEX: MALE [] GELDING [] FEMALE []
 [_____] [____ / ____ / ____] [_____]

 RAC CERTIFICATE NO DATE OF FOALING NAME OF DAM

2. THIS AGREEMENT MADE ON THE _____ (DAY) _____ (MONTH) _____ (YEAR) BETWEEN THE FOLLOWING PERSONS 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 BROODMARE/STALLION DESCRIBED ABOVE AGREEING TO ALL CONDITIONS FOR A TERM;

- 2.1. IN THE CASE OF A BROODMARE WHICH ALLOWS FOR THE BREEDING OF [_____] FOAL/S (WRITE THE NUMBER OF FOALS TO BE BRED).
- 2.2. IN THE CASE OF A STALLION WHICH ALLOWS FOR THE USE OF THE STALLION FOR THE BREEDING SEASON/S (BREEDING SEASON MEANS THE PERIOD COMMENCING 1 SEPTEMBER IN A CALENDAR YEAR AND ENDING 31 AUGUST IN THE FOLLOWING CALENDAR YEAR):
 1. [2010/2011] 2. [2011/2012] 3. [2012/2013] 4. [2013/2014] 5. [2014/2015] 6. [2015/2016]
 (Strike through the date/s (Breeding Season/s) that don't apply)
3. IN THE CASE OF A BROODMARE, THE LESSEE MAY UPON EXPIRATION OF THIS AGREEMENT DUE TO THE LAST FOAL AGREED TO AT 2.1 BEING FOALED, RETAIN THE MARE FOR SIX (6) CALENDAR MONTHS FROM THE BIRTH DATE (INCLUDING STILLBORN) OF THAT LAST FOAL OR WHEN THAT LAST FOAL IS WEANED WHICHEVER OCCURS FIRST, BUT SHALL NOT BE ENTITLED TO RECOGNITION AS THE BREEDER FOR ANY FOALS BEYOND THAT AGREED TO AT 2.1.
- 3.1 IN THE CASE OF A STALLION THIS AGREEMENT EXPIRES ON THE 31 AUGUST OF THE LAST BREEDING SEASON SHOWN ABOVE.

4. AT A RENTAL OF \$ [_____] RENTAL CANNOT BE "NIL" (WHERE THE LESSOR IS GST REGISTERED, THE RENTAL RATE PAYABLE BY THE LESSEE SHALL INCLUDE, SUBJECT TO THE TERMS AND CONDITIONS OF THE GOODS AND SERVICES TAX, ANY GST APPLICABLE TO THE REQUIRED RENTAL RATE).

6 . L E S S O R (S) / O W N E R (S) D E T A I L S

(1) LESSOR MANAGER'S DETAILS FIRST

	SURNAME	INITIALS	TELEPHONE	DOB	SIGNATURE
(1)1				/ /	
	MAIL ADDRESS		HORSE DELIVERY ADDRESS		
2				/ /	
3				/ /	
4				/ /	
5				/ /	
6				/ /	
7				/ /	
8				/ /	
9				/ /	
10				/ /	

7 . L E S S E E (S) D E T A I L S

(THE FIRST NAMED ⁽²⁾ LESSEE IS THE MANAGER. IF A ⁽³⁾ SYNDICATE IS LEASING THE RACEHORSE, THE SYNDICATE MANAGER ONLY NEED COMPLETE THE LESSEE DETAILS)

	SURNAME	GIVEN NAMES	% SHARE	DOB	SIGNATURE
⁽²⁾ LESSEE/MANAGER (1)				/ /	
POSTAL ADDRESS					TELEPHONE
⁽³⁾ SYNDICATE NAME					
LESSEE (2)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (3)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (4)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (5)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (6)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (7)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (8)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (9)				/ /	
POSTAL ADDRESS					TELEPHONE
LESSEE (10)				/ /	
POSTAL ADDRESS					TELEPHONE

L E S S E E S ' D E C L A R A T I O N

I/WE THE ABOVE SIGNED LESSEE(S) AGREE TO BE BOUND BY THE RACING & WAGERING WA (RWWA) RULES OF HARNESS RACING. I/WE DECLARE THAT IN THE PAST 10-YEARS I/WE HAVE NOT BEEN CONVICTED OF ANY CRIMINAL OFFENCE UNDER MY/OUR OWN NAME OR ANY OTHER NAME, OR HAVE ANY CRIMINAL CHARGE PENDING IN AUSTRALIA OR ELSEWHERE, OR HAVE BEEN CONVICTED OF AN OFFENCE UNDER THE RWWA RULES OF RACING (THOROUGHBRED/HARNESS/GREYHOUND) OR THE RULES OF ANY OTHER RACING JURISDICTION. (IF A LESSEE CANNOT MAKE THIS DECLARATION HE/SHE MUST REFER TO SECTION 11 ON PAGE 4).

8 . T E R M S & C O N D I T I O N S

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 this form at the said address or such other place as the Lessor shall appoint direct free of all deductions whatsoever within twenty-one days of the receipt of the same by the Lessee.
 - (b) Properly and with due care provide for the health and welfare of the said horse which shall be used for the sole purpose of breeding as agreed herein and in full accordance with the relevant rules that apply to such activities. This includes the provision of all proper accommodation, stabling, food and clothing therefore in accordance with the standard usually supplied or provided in connection with the keeping and breeding of racehorses in Western Australia.
 - (c) At all time 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 and in the charge and care of careful and competent grooms and trainers.
 - (e) That any acts associated with breeding, such as Artificial Insemination, Implantation, Semen Collection or similar will only be conducted by a person appropriately qualified, experienced and where required so licensed or otherwise permitted under the RWWA Rules of Harness Racing.
 - (f) Pay and discharge the costs expenses and fees associated with breeding activities involving the said horse in terms of this agreement.
 - (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 the ORIGINAL Lease Agreement with RWWA in accordance with Rule 109 of the RWWA Rules of Harness Racing in that behalf.
 - (j) At the expiration or sooner determination of this Lease, subject to the provisions of 3.1 herein, 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 raced or used for any purposes not provided for herein.
 - (b) Permit the horse to be subject to any act associated with breeding that is not specifically provided for by the RWWA Rules of Harness Racing as they relate to a breeding activity and that any such activity will only occur in full compliance with such Rules.
 - (c) Do, suffer or permit any act, matter or thing whereby the said horse may be liable to disqualification under the RWWA Rules of Harness Racing for the time being or for its progeny to be liable for refusal of registration.
 - (d) Take or remove the said horse out of Western Australia 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 any Principal Racing Authority, or if any judgement be entered against the Lessee in any Court of Law and RWWA 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 RWWA, 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 any Principal Racing Authority the rights of the parties shall be subject to the provisions of RWWA Rules of Harness Racing Rule 264.
 - (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 RWWA all such transfers and other documents as may be necessary or be required by RWWA 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 and subject to RWWA Rules of Harness Racing Rule 262 if the Lessee shall at any time be disqualified by any Principal Racing Authority 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 used for breeding purposes only in accordance with the RWWA Rules of Harness 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 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 Commercial Arbitration Act 1985.
 - (g) That nothing herein contained shall be held or construed to form or be a partnership between the parties.
 - (h) 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 condition as hereinbefore mentioned.
 - (i) That any notice required to be given by the Lessor to the Lessee hereunder shall be in writing and 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.

- (l) Where a lease is determined prior to the expiry date the lessee shall immediately lodge a Cancellation of Lease notification with RWWA (Rule 110).

9. LEASE DISPUTES

RWWA ACCEPTS NO RESPONSIBILITY WHATSOEVER for the due observance of the terms and conditions of the lease, or any such failing thereto, and provides no warranty whatsoever as to the accuracy, truthfulness, or legal efficacy or enforceability of any such provisions of the lease. RWWA STRONGLY ADVISES LESSOR/S against signing the Lease Agreement but leaving blank the "Commencing" or "Expiry" date or Rental particulars for the Lessee/s to complete. Furthermore, the onus is on the Lessor to establish the number of Lessees and their identity and to ensure only their names appear on the Lease Agreement.

"SPECIAL CLAUSES"

To obviate disputes over the terms of the lease agreement, Special Clauses must be carefully phrased in unequivocal language. Dispute resolution through the Courts can be an expensive and not always satisfactory procedure; therefore all persons involved in the lease agreement must consider carefully the implications of any special clauses before they are inserted in the agreement. In case a dispute should arise it may be appropriate to agree in advance that a dispute be first referred to arbitration by a neutral person, with such provision incorporated in the lease itself or in a letter of agreement. Such agreement should also provide for the costs of the arbitration and whether either party is entitled to legal representation.

Unless there is a possible breach of the Rules, in which case the matter will be referred to the Stewards for investigation, RWWA will not be involved in resolving disputes.

10. APPOINTMENT OF MANAGER

A Manager must be appointed where there is more than one Lessee. The appointed Manager has sole discretion in all matters referred to in LR111 (3) (See below). The manager is given wide discretion to obviate disputes over such matters as the selection of a trainer and where and when the horse should race or be spelled, etc. Careful consideration of all such matters prior to the agreement taking effect will avoid disputes at a later time.

LR111. Owners and managers registered

- (1) The register of horses kept by the Controlling Body shall incorporate a register of all owners and their authorised agents and description of each type of ownership interest of each horse listed therein.
- (2) When a horse is owned by 2 or more persons the part owners shall appoint one of the part owners as a manager of the horse.
- (3) A "manager" means a natural person appointed as Manager pursuant to these rules who shall have the power solely or subject to conditions to control all matters relating to the ownership, breeding or racing of a horse.
- (4) The appointment of a manager under sub rule (2) may be made at any time and at time to time.
- (5) The Controlling Body shall accept an appointment under sub rule (2) where the appointment is made by the part owners having more than 50% of the interests of shares in the ownership as indicated on the form of appointment of manager.

11. PERSONAL INFORMATION

To assist in making ownership determinations, the Registrar must assess the fitness and propriety of each applicant. If a signatory to this Agreement is unable to make the declaration on page one, he/she must notify the Registrar in writing prior to the lodgement of the Agreement. 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.

All signatories are advised that should it be established that an individual has neglected or failed to truthfully make the declaration on page one, 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 a person since the person submitted said notification to the 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 (Rules 209 & 242).

Privacy Policy

Please refer to RWWA's Privacy Policy on www.rwwa.com.au



RACING AND WAGERING WESTERN AUSTRALIA

ABN 21 347 055 603

Licensing & Registrations
14 Hasler Rd OSBORNE PARK WA 6017
Telephone 08 9445 5558
Fax 08 9445 5586

GST DECLARATION FORM - OWNER / BREEDER

Section 1: Code and Status. Please tick where applicable. Includes checkboxes for Harness, Thoroughbred, Greyhound, Owner, Breeder, and Non Resident.

1/ If your horse or greyhound interests are registered under GST Legislation, you are required to provide the applicable ABN (Australian Business Number) so that prize money payments can be grossed up with the GST portion.
2/ In the case of syndicate members who are GST registered, it is the GST status of the syndicate that will apply and not that of the individual syndicate members.
3/ Unless this form is provided with all relevant information, it cannot be processed and all payments will be withheld and not paid until complete details are received.

Section 2: Names and Contact Details. Please complete or tick where applicable. Includes fields for HORSE or GREYHOUND NAME, Manager Name, Address, and Contact Numbers.

*A monthly administration fee will be applicable if an email address is not provided

Section 3: Australian Bank Account Details (For prize money to be deposited into) COMPULSORY SECTION - MUST BE COMPLETED. Includes fields for Account Name, Name of Bank, Branch, BSB, Account Number, Manager's Name, and Signature.

NOTE: GREYHOUNDS & HARNESS ONLY - Only one bank account can be nominated per owner group/owner regardless of the number of animals in each group. This one bank account will be used for all payments.

THOROUGHBREDS ONLY - Bank account can be nominated per horse.

Section 4: Hobby or Business. Please complete or tick where applicable. Includes a declaration section for hobby or business status, a signature line, and a date field.

Section 4: Continued

Please complete or tick ✓ where applicable

IF GST Registered: (please complete this section)*Business Tax Compliance: This section of the form must be completed if an Australian Business Number (ABN) is used for racing purposes.*For GST purposes, are you as owner(s) or lessee(s) a single ENTITY? **Yes:** **No:** please tick ✓*(In simple terms a single ENTITY means the group operates as a whole and has only one tax status. Please refer to ATO Guidelines, or seek professional advice).*If **Yes**, the tax status of the single entity is to be listed below. If **No**, please detail the tax status of all individual owners/lessees below.

Column 1: List names of all owners/lessees/syndicates.

Column 2: Indicate if the owner/lessee is a hobby – Yes or No. If Yes, proceed to Column 5

Column 3: If the owner/lessee/syndicate is a business please enter their ABN and start date.

(We do not require details of another business you may have unless the horse/greyhound operation is combined with this business.)

Column 4: If the owner/lessee/syndicate is a business, please indicate if they are GST registered – Y or N and start date.

Column 5: We require a signature from ALL owners/lessees.

CO-OWNERS/LESSEE/ SYNDICATE NAMES	HOBBY Y/N	ABN (Applicable for Business)		GST Reg Y/N	SIGNATURE
		ABN No:	Start Date:		
1:		ABN No:			
		Start Date:			
2:		ABN No:			
		Start Date:			
3:		ABN No:			
		Start Date:			
4:		ABN No:			
		Start Date:			
5:		ABN No:			
		Start Date:			
6:		ABN No:			
		Start Date:			
7:		ABN No:			
		Start Date:			
8:		ABN No:			
		Start Date:			
9:		ABN No:			
		Start Date:			
10:		ABN No:			
		Start Date:			

All signatories please note. Where an owner/lessee is GST registered, the following agreement is given:

- The recipient may issue tax invoices in respect of the specified supplies.
- The supplier may not issue tax invoices in respect of those supplies.
- The supplier acknowledges that it is registered when it enters into the agreement and 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 and that it will notify the supplier if it ceases to be registered within 7 days.
- The recipient indemnifies the supplier for any liability for GST and penalty that may arise **from an understatement of the GST payable on any supply for which it issues a recipient created tax invoice.**

RWWA Privacy PolicyPlease refer to RWWA's Privacy Policy on www.rwwa.com.au