

7. LESSEE(S) DETAILS

(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

LESSEES' DECLARATION

I/WE THE ABOVE SIGNED LESSEE(S) AGREE TO BE BOUND BY THE RACING & WAGERING WA (RWWA) RULES OF THOROUGHBRED 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. TERMS & 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 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 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 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** (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 the ORIGINAL Lease Agreement with RWWA** in accordance with AR. 32 of the RWWA Rules of Thoroughbred Racing in that behalf.
 - (j) 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 Racing & Wagering WA .
 - (c) **Do suffer or permit any act matter or thing whereby the said horse may be liable to disqualification** under the RWWA Rules of Thoroughbred Racing for the time being.
 - (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 Thoroughbred Racing AR.185.
 - (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 revest the said horse in the Lessor and the Lessor is HEREBY CONSTITUTED AND APPOINTED **as the Lessees 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 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 raced in accordance with the RWWA Rules of Thoroughbred 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 Commercial Arbitration Act 1985**.
 - (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 condition as hereinbefore mentioned.
 - (j) 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

TERMS & CONDITIONS CONTINUED NEXT PAGE:

TERMS & CONDITIONS CONTINUED:

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 (AR.33).
- (m) That the expression "**Gross Prize Money**" whenever herein appearing shall be deemed to **mean** all prize money (GST exclusive) earned for any placing.
- (n) That the expression "**Net Prize Money**" whenever herein appearing shall be deemed to **mean** all prize money (GST exclusive) earned for any placing, less any fees due to the **trainer and rider provided by the RWWA Rules of Thoroughbred Racing**.

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 Lessor's 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 AR.57 (2) (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.

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) received any prize money 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.

11. PERSONAL INFORMATION

To assist in making ownership determinations, the **Deputy 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 Deputy Registrar in writing prior to the lodgement of the Agreement. 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.

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 Deputy 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 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 [AR175(gg)]. Inaccuracies or omissions may also lead to penalties and refusal or cancellation of the Registration of this horse (AR17).

12. PRIVACY STATEMENT

RWWA collects information about individuals when this form to lease a racehorse is submitted. The Deputy Registrar will use that information to assess the application and if approved, the individuals ongoing status as an owner. To do that, the Deputy Registrar may disclose an individual's information to other 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 the individual. If an individual does 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 RWWA 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 this Agreement.

13. GST AND BANKING DETAILS

- A **THOROUGHbred GST DECLARATION FORM** must be completed and returned with the Lease Agreement.
- The lease of a racehorse is deemed to be a supply of goods. If the Lessor is registered GST will be charged by the Lessor, on all payments received under the terms of the lease. A GST registered Lessor should send a tax invoice to the Lessee for each payment that is due.

14. LESSORS/LESSEES - DOCUMENTATION COMPLETION CHECKLIST

Ensure any existing Lease is Cancelled

1.	SECTION	NOTES	✓
	Racehorse Name	Ensure correct spelling of horse name and Rego. Certificate number, foaling date and name of dam are shown	
	Date agreement made	Must be completed.	
	Term of agreement dates	Must be at least 6-months and no more than 3-years.	
	Rent	Show either \$ value or GROSS or NET percentage of prize money. Cross out one or the other.	
	Special Clauses	Delete clauses that don't apply. Ensure Special Clauses are clear & unambiguous. <u>If in doubt seek legal advice.</u> Any Special Clauses must be authorised (Signed) by the Managing Lessor and Managing Lessee.	
	Lessors (Owners) Details	Ensure each Lessor (Owner) completes his/her details and signs. A mail and horse delivery address must be shown.	
	Lessees Details	The first named Lessee is the Manager. Ensure each Lessee completes and signs. Percentage of ownership for each lessee must be shown. The total percentage of ownership must add up to 100%.	
	Terms & Conditions	Ensure all signatories to the agreement read the Terms & Conditions.	
	Lease Disputes	Refer to section 9 and carefully prepare Special Clauses to avoid disputes.	
	Appointment of Manager	Refer to Section 10 for definition of "Manager" and the replacement thereof.	
	Personal Information	Refer to section 11 where a Lessee cannot attest to the declaration in Section-7.	
	Privacy Statement	To be read in conjunction with the privacy statement on the GST/Banking form.	
	GST/Banking Form	This must be completed and where applicable, on both sides.	
	Checklist	Use the Checklist to ensure the documentation is completed correctly.	
	\$50 Fee	Due and payable when Lease Agreement lodged with RWWA (See page 6 for How To Pay). Lodged within 14-days of "Commencing" date and 7-days prior to entering for a race.	
	\$75 Fee if lodged late	Late lodgement is less than 14-days of "Commencing" date or less than 7-days after entering for race.	

IMPORTANT NOTES

- **ONLY ORIGINAL DOCUMENTS WILL BE ACCEPTED. COPIES WILL NOT BE ACCEPTED.**
- **RWWA ACCEPTS NO RESPONSIBILITY FOR THE DUE OBSERVANCE OF THE AGREEMENT OR ANY CLAUSE THEREIN.**
- **ANY CORRECTIONS TO THE LEASE AGREEMENT MUST BE INITIALLED BY THE MANAGING LESSOR AND MANAGING LESSEE.**
- **THE MANAGING LESSEE MUST LODGE THIS LEASE AGREEMENT & GST DECLARATION WITH RWWA WITHIN 14-DAYS OF THE "COMMENCING" DATE AND NO LATER THAN 7-DAYS PRIOR TO THE HORSE BEING ENTERED FOR A RACE.**
- **IF THIS AGREEMENT IS TERMINATED UNDER THE PROVISIONS OF CLAUSE 3(i) OF THE TERMS & CONDITIONS, THE MANAGING LESSEE MUST IMMEDIATELY LODGE WITH RWWA A NOTICE OF CANCELLATION OF THE LEASE (AR.33).**
- **THE MANAGING LESSEE MUST IMMEDIATELY ADVISE RWWA AND THE MANAGING LESSOR OF CHANGES TO THE CONTACT DETAILS OF ANY LESSEE.**
- AN UN-NAMED HORSE CANNOT BE LEASED.
- DO NOT USE CORRECTION TAPE OR FLUID TO ALTER THE DOCUMENTATION.

O F F I C E U S E O N L Y

Date Received	Date Input	Input By

HOW TO PAY

You may pay by –

- Personal cheque payable to **“Racing & Wagering WA”**.
- Bank cheque or money order payable to **“Racing & Wagering WA”**.
- Credit card using the RWWA Credit Card Authorisation slip enclosed. Complete the details and return the slip with your completed documentation.
- Cash or EFTPOS but only at RWWA offices at Osborne Park (Reception – 14 Hasler Rd)

U R G E N T O R L A T E

L O D G E M E N T S M U S T

B E M A D E A T O S B O R N E

P A R K

(\$ 7 5 f e e a p p l i c a b l e)