

## LEASE AGREEMENT (STANDARD BRED HORSE)

### General Information and Instructions

1. A lease is a legally binding contractual agreement between two parties – the Lessor and the Lessee;
2. For the purposes of this Lease Agreement, hereinafter the use of the singular terms Lessor and Lessee shall be deemed to include the plural and vice versa. The term Parties hereinafter refers to all Lessors and Lessees associated with the undertaking of a Lease Agreement;
3. The Lessor is the owner of the horse in question and the Lessee is taking contractual rights from the Lessor to race the horse;

Points to remember:

1. As this Lease Agreement, once registered, is a legal contract between the Parties concerned, should any disagreements arise, legal advice must be obtained;
2. Please ensure that all details are correct and that the Lease Agreement application has been completed in full.

To facilitate prompt processing of this **Lease Agreement (Standardbred Horse)** application please ensure that the applicable NSW Fee of **\$70.00** accompanies this application (the preferred payment method is by way of credit card, details of which can be recorded on the slip provided for this purpose at the bottom of this page).

**Lease Agreement (Standardbred Horse)** applications submitted to Harness Racing NSW by facsimile or email must be of a sufficient print quality to be considered acceptable for processing.

Poor quality faxes or scans will be returned to the Lessee unprocessed, as will incomplete or inaccurate submissions.

**Lease Agreement (Standardbred Horse)** applications shall be registered with Harness Racing NSW in accordance with the Australian Harness Racing Rules (Rules 109 – 113).

Rule 109 of the Australian Harness Racing Rules requires the Lessee to lodge a **Lease Agreement (Standardbred Horse)** application with Harness Racing NSW within seven (7) days of leasing a horse or prior to its acceptance for a race, whichever is the shorter period.

The signing of this **Lease Agreement (Standardbred Horse)** application by all Parties indicates acceptance by the signatories that all prizemoney is to be paid directly into the bank account as specified by the Lessee elsewhere within this agreement, and further, that the Lessee agrees that they shall subsequently be responsible for arranging payment to the Lessor in accordance with Clause 10 of the schedule (refer to Page 5).

Note that **Lease Agreement (Standardbred Horse)** applications registered in the state of New South Wales are undertaken on the express understanding that all prizemoney is paid directly to the Lessee for subsequent disbursement by the Lessee to the Lessor in accordance with the terms and conditions agreed to between the Parties, per Clause 9 of the schedule (refer to Page 5).

It is recommended that the Lessor completes the **Notification of Pending Lease of a Horse** form (refer to Page 9) and lodge this with Harness Racing NSW.

Please carefully read the accompanying Requirements & Guidelines Schedule that forms part of this Lease Agreement (Page 14) so you are fully aware of the requirements associated with the lease of a horse in the state of New South Wales. **Note also that the Schedule of Statements and Declarations (Page 6) must be completed and returned in order for this Lease Agreement (Standardbred Horse) to be considered valid in the State of New South Wales.**

CREDIT CARD PAYMENT OPTION (VISA OR MASTERCARD ONLY)			
Card Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Expiry Date :	<input type="text"/>	CVV (3 digit value printed on back of card)	<input type="text"/>
Cardholders Name :	<input type="text"/>		<b>\$70.00</b>
Cardholders Signature:	<input type="text"/>		
Assigned Customer Code		Invoice Number	

# LEASE AGREEMENT DETAILS

Name of Horse (or Breeding or Certificate Number if unnamed)		Age
Sire	Mare	Freeze Brand ID
Length of Lease (Years)	Commencement Date	Finalisation Date
This LEASE AGREEMENT is made on the _____ Day of _____ 20____		

## BETWEEN

**THE FOLLOWING PERSON(S) HEREINAFTER THE LESSOR(S) *(owner/s of the horse)***

	SURNAME	FULL GIVEN NAMES	D O B	TOWN / CITY / SUBURB	SIGNATURE
1					

Managing lessors email address:

2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

**THE FOLLOWING PERSON(S) HEREINAFTER CALLED THE LESSEE(S)**

1) Surname or Registered Name (Partnership Manager) *	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

**Managing lessees email address:**

2) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

3) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

4) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

5) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

6) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

7) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

8) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

9) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

10) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

11) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

12) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

13) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	
14) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	
15) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	
16) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	
17) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	
18) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	
19) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	
20) Surname	Given Names	Date of Birth	% Ownership
Address		Post Code	Primary Contact No
email address	Customer Code	SIGNATURE	

★ Partnership Manager

## THE PARTIES AGREE AS FOLLOWS

1. Subject to the provisions contained herein the **Lessee** shall, during the term of the Lease Agreement, 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 racing 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 for disqualification in any manner whatsoever;
3. The **Lessee** shall, at the termination of this Lease Agreement or any extension thereof, return the said horse to the **Lessor** at the address as set herein or such other address as is mutually agreed upon by all **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** shall at all times endeavour to maintain the horse in sound health and fitness. The **Lessee** at their own expense shall provide all necessary veterinary surgeons attendances, treatments and medicines as may be required for the horse;
5. The **Parties** shall at all times comply with the Australian Rules of Harness Racing, the New South Wales Local Rules of Harness Racing (“*the local Rules*”) and the rules of any other affiliated Controlling Bodies (where applicable);
6. The **Parties** shall comply with lawful directions concerning the horse given by Harness Racing NSW or, where relevant, any other affiliated body;
7. The **Lessor** or their agent either with or without a veterinary surgeon or surgeons shall at all reasonable times have the right to inspect the horse and to enter any stable, premises or property for the purpose of such inspection;
8. The **Lessee** shall take 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** in respect of injury to or destruction of the horse unless such injury or destruction shall have occurred as a consequence of the neglect or default of the **Lessee** or their agent;

*This section is continued on Page 5*

9. The **Lessee** shall pay to the **Lessor** as and by way of rent for the said horse \_\_\_\_\_ % of any **gross prizemoney** and/or stakes which the said horse may from time to time win during the continuance of this Lease Agreement or any extension thereof. Please record any additional distributions and/or requirements that may be specific to this Lease Agreement below:

---

---

---

---

---

---

---

---

Note that the distributions and/or requirements recorded above are not recorded on the national database, however; may be relied upon in the event of a dispute between the **Parties**;

10. All monies payable to the **Lessor** herein shall be paid to the **Lessor** by the **Lessee** at their residence or to any other nominated address within twenty-eight (28) days after the date fixed for payment of the stakes by Harness Racing NSW;
11. NSW Breeders Challenge / Trot NSW owners bonuses are not prizemoney. All owners bonuses are to be issued to the **Lessee** during the term of the lease unless otherwise stated in Clause 9;
12. During the continuance of this Lease Agreement the horse shall be raced at meetings in the name of the **Lessee**;
13. Unless otherwise expressed in writing by the **Lessor** there shall be no restriction on the racing of this horse at any interstate or overseas venue;
14. The right of the **Lessor** to take possession of the horse in the event of a disqualification shall not be enforceable pending the hearing of any appeal by the **Lessee** against such disqualification;
15. Where there is a dispute between the **Parties** in relation to a Lease Agreement, Harness Racing NSW shall not cancel any lease unless all **Parties** sign their consent in writing to Harness Racing NSW;
16. Harness Racing NSW shall not attempt to resolve the legal rights of the **Parties** in any dispute relating to a Lease Agreement;
17. The **Lessee** may terminate the Lease Agreement at any time upon giving fourteen (14) days' notice in writing to the **Lessor** of their intention to do so and upon returning and delivering the said leased horse in such state and condition as aforesaid free of expense to the **Lessor** in the same manner as provided for in Clause 3 hereof and upon paying to the **Lessor** the amount of any forfeit for which they may be liable in respect to the horse so returned as aforesaid;
18. Notification of lease termination must be provided to Harness Racing NSW by way of the approved **Lease Agreement Cancellation** form signed by all **Parties** and submitted to Harness Racing NSW;
19. Notification of lease extensions must be provided to Harness Racing NSW by way of the approved **Lease Agreement Extension** form signed by all **Parties** and submitted to Harness Racing NSW;
20. If not terminated or extended beforehand, the Lease Agreement will expire at midnight on the date so nominated as being the Lease Finalisation Date (Page 2 of this document) at which time ownership automatically reverts to the **Lessor**;
21. It is also permissible for the **Parties** to arrange an **Option to Purchase (Standardbred Horse)** at their discretion, however; this agreement must be completed on the form provided for that purpose herein (Pages 12 & 13) and must be signed by all registered **Parties** and lodged with the Lease Agreement at the time such Lease Agreement is submitted for registration with Harness Racing NSW;
22. Unless otherwise agreed between the **Parties**, the **Lessee** is permitted to submit a Naming Application during the term of a Lease Agreement where such Lease Agreement is associated with a previously unnamed horse and where such Naming Application is submitted by the **Lessee** during the nominated term of the Lease Agreement. The **Lessee** is responsible for the payment of any fees as may be associated with such a naming;
23. The Lease Agreement will be immediately referred to the Harness Racing NSW Integrity Manager for critical review and further determination in the event that one of the following circumstances occur;
  - a. the **Lessee** defaults in paying the rent or any part of it;
  - b. the **Lessee** is placed on the Unpaid Forfeits List (UFL) with Harness Racing NSW or an affiliated Controlling Body;
  - c. the **Lessee** is disqualified under the Australian or Local Rules of Harness Racing;
  - d. the **Lessee** is convicted of an offence punishable by imprisonment.

I/We declare that the names of the **Parties** appearing on this Lease Agreement are a true and accurate disclosure of all interested persons.

It is hereby declared that the **Lessee(s)** are over the age of 18 years.

## LESSOR / LESSEE SIGNATURES

**Note that the signatories (Lessors and Lessees) as listed on Pages 2, 3 and 4 have, by way of signing the Lease Agreement, confirmed their individual and collective agreement to the terms and conditions as specified on Page 4 and 5 of this Lease Agreement document.**

**SCHEDULE OF STATEMENTS AND DECLARATIONS**  
**(COMPULSORY - this schedule MUST be completed and returned to validate this Lease Agreement)**

**PRIVACY STATEMENT – COLLECTION AND DISSEMINATION OF PERSONAL INFORMATION**

Harness Racing NSW (HRNSW) collects personal information from you in this application in order to manage, supervise and assist with your participation in the harness racing industry.

To do this, we may disclose personal information, including financial information, to other persons or organisations, including enforcement bodies, State or Federal Government licencing or compliance authorities, harness racing related associations, harness racing clubs and other racing control bodies.

You do not have to supply the information requested in this form, however; if the information (or any part of it) is not provided, your application may be declined. By completing and submitting this application, and any supporting documentation, you authorise Harness Racing NSW to collect, use and disclose information about you for the purposes described above. In most cases, you can gain access to your personal information and request that corrections be made to it, if necessary.

**If you do not wish to have information provided herein to be disseminated as discussed above, you MUST tick the box to the right and sign the bottom of this form accordingly.**



**GST INFORMATION AND DECLARATIONS**

By completing and signing the attached Lease Agreement Notification (Standardbred Horse) application, I/we notify and declare that I/we am/are registered for GST or an ABN or as a Hobbyist, as shown herein.

I/we will notify the appropriate State Controlling Body if I/we cease to be registered for GST or for an ABN.

The appropriate State Controlling Body is registered for GST and will notify me/us if it ceases to be registered. The appropriate State Controlling Body will indemnify me/us for any liability for GST or penalty that may arise from an understatement of the GST payable on any supply for which it issues a Recipient Created Tax Invoice (RCTI).

This information may be disseminated to Controlling Bodies in other States to facilitate payment of prize money.

**HOBBYIST DECLARATION**

If you have indicated that you are a "Hobbyist", you are confirming that you are a Genuine Hobbyist whom is not able to claim a credit for GST paid on your Harness Racing purchases.

If you wish to be able to claim back GST you pay on your purchases, you should register for GST with an Australian Business Number (ABN).

This declaration is only available to individuals or partnerships/syndicates (the majority of whose members are individuals) under Section 12-190(6) of the Taxation Administration Act 1953 – not companies, trusts or other entities.

1. I/we understand that under the New Tax System if I/we am/are a Hobbyist participant in Harness Racing, I/we will be unable to claim input tax credit ("refund") for Goods & Services Tax ("GST") that I/we pay on my/our purchases;
2. I/we declare that my/our supply of horses for Harness Racing is an activity done as a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me/us, or
3. I/we declare that my/our supply of horses for Harness Racing is undertaken without reasonable expectation of a profit. I/we am/are not carrying out an enterprise, as set out in the GST Legislation;
4. Should any of these circumstances change, I/we will advise the appropriate State Controlling body immediately.

As the nominated Lessee Partnership Manager of the Standardbred horse specified within this Lease Agreement (Standardbred Horse) I hereby acknowledge that I have read and fully understand the Statements and Declarations made herein and affix my signature below as my confirmation of this understanding.

**Full Name (Lessee Partnership Manager)**

**Signature (Lessee Partnership Manager)**

**Date**

## GST / LEGAL STATUS OF NEW OWNER(S) & PRIZEMONEY BANKING DETAILS

1) Are you or your partnership group a single entity for GST purposes? *(tick as appropriate)*

YES  Go to **(A)** below  
 NO  Go to **(B)** below

**NOTE:** a single entity includes: a Single Person, Incorporated Company, Partnership for tax purposes or a group of all Hobbyist owners. If you are uncertain with respect to how to respond to this question, it is recommended that you consult your accountant or financial advisor for appropriate advice

**A)** If you responded **YES** to the above question, please provide your GST status and/or your Ownership Groups GST status (GST REGISTERED or HOBBYIST).

<b>HOBBYIST?</b> <small>(please tick)</small> <input type="checkbox"/>	<b>GST REGISTERED?</b> <small>(please tick)</small> <input type="checkbox"/>	<b>ABN</b> (if applicable) <input style="width: 100%;" type="text"/>
--	--	---

**B)** If you responded **NO** to the above question, you are be required to provide the GST status of each individual part owner in the ownership boxes below:

NAME OF NEW OWNER(S)	GST STATUS <small>(PLEASE TICK)</small>	ABN <small>(IF APPLICABLE)</small>
1)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
2)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
3)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
4)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
5)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
6)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
7)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
8)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
9)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
10)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	

If there are more than ten (10) part owners associated with the new ownership, please continue recording information on the following page

**PRIZEMONEY BANKING DETAILS**  
 THIS SECTION MUST BE COMPLETED TO FACILITATE THE PAYMENT OF PRIZEMONEY TO YOU

An Australian bank account (overseas bank accounts cannot be used for payments made by Harness Racing NSW) is required to facilitate the payment of prize monies. By signing the Lease Agreement (Standardbred Horse) application, all lessees indicate their respective acceptance of prize monies being deposited into the bank account stated below. It is recommended that this section be completed as bank account details associated with existing nominated Lessee Partnership Managers or similar partnership groups are not automatically updated when a new Customer Code is created to accommodate a new group of lessees. Note that amounts owed to Harness Racing NSW relating to race fees will be automatically offset each Stakes Run. Online statements associated with this partnership can be accessed via the HRNSW website by the Lessee Partnership Manager upon application to the Harness Racing NSW Finance Team.

Name in Which The Account is Held			
Banking Institution	Branch		
BSB No	-	Account No	-
Customer Code	Horse		

**GST / LEGAL STATUS OF NEW OWNER(S)**  
(continued from previous page)

NAME OF NEW OWNER(S)	GST STATUS (PLEASE TICK)	ABN (IF APPLICABLE)
11)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
12)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
13)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
14)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
15)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
16)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
17)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
18)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
19)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	
20)	<input type="checkbox"/> Hobbyist <input type="checkbox"/> GST Registered	

\*\*\*



## NOTIFICATION OF PENDING LEASE OF A HORSE

To avoid any repercussions due to possible delays in the Lease Agreement (Standardbred Horse) application being submitted to Harness Racing NSW by the **Lessee** or subsequent processing delays upon receipt by Harness Racing NSW, the **Lessor** should protect themselves by completing this form and forwarding (email or fax acceptable) to Harness Racing NSW.

This is to advise that the horse :

Sire :

Dam :

Foaling Date :

was leased by me / us on :

### LESSOR – PARTNERSHIP MANAGER DETAILS

Full Name

Address

Suburb/Town

Post Code

Contact Number

email address

### LESSEE – PARTNERSHIP MANAGER DETAILS

Full Name

Address

Suburb/Town

Post Code

Contact Number

email address

## LEASE AGREEMENT CANCELLATION

I / we, the undersigned hereby wish to cancel the **Lease Agreement (Standardbred Horse)** currently registered on the horse identified hereunder:

Name of Horse *(if unnamed, state breeding and age)* :

Date of Cancellation of Agreement :

Date of Return of Horse to Lessor :

### NOTE

**To be deemed valid, all registered Lessors and Lessees are required to sign this Lease Agreement Cancellation**

### SIGNATURE(S) OF LESSOR(S)

01	<i>Manager *</i>	11	
	Signature		Name
			Signature
02	Name	12	Name
	Signature		Signature
			Name
03	Name	13	Name
	Signature		Signature
			Name
04	Name	14	Name
	Signature		Signature
			Name
05	Name	15	Name
	Signature		Signature
			Name
06	Name	16	Name
	Signature		Signature
			Name
07	Name	17	Name
	Signature		Signature
			Name
08	Name	18	Name
	Signature		Signature
			Name
09	Name	19	Name
	Signature		Signature
			Name
10	Name	20	Name
	Signature		Signature

### SIGNATURE(S) OF LESSEE(S)

01	<i>Manager *</i>	11	
	Signature		Name
			Signature
02	Name	12	Name
	Signature		Signature
			Name
03	Name	13	Name
	Signature		Signature
			Name
04	Name	14	Name
	Signature		Signature
			Name
05	Name	15	Name
	Signature		Signature
			Name
06	Name	16	Name
	Signature		Signature
			Name
07	Name	17	Name
	Signature		Signature
			Name
08	Name	18	Name
	Signature		Signature
			Name
09	Name	19	Name
	Signature		Signature
			Name
10	Name	20	Name
	Signature		Signature

★ Partnership Manager

**The Rules of Harness Racing require lodgement of a Lease Agreement Cancellation with seven (7) days of such cancellation**

## LEASE AGREEMENT EXTENSION

I / we, the undersigned hereby wish to extend the **Lease Agreement (Standardbred Horse)** currently registered on the horse identified hereunder:

Name of Horse <i>(if unnamed, state breeding and age)</i>	:	
Original Finalisation Date	:	
Revised Finalisation Date	:	

### NOTE

**To be deemed valid, all registered Lessors and Lessees are required to sign this Lease Agreement Extension**

### SIGNATURE(S) OF LESSOR(S)

01	Manager ★	Signature	11	Name	Signature
02	Name	Signature	12	Name	Signature
03	Name	Signature	13	Name	Signature
04	Name	Signature	14	Name	Signature
05	Name	Signature	15	Name	Signature
06	Name	Signature	16	Name	Signature
07	Name	Signature	17	Name	Signature
08	Name	Signature	18	Name	Signature
09	Name	Signature	19	Name	Signature
10	Name	Signature	20	Name	Signature

### SIGNATURE(S) OF LESSEE(S)

01	Manager ★	Signature	11	Name	Signature
02	Name	Signature	12	Name	Signature
03	Name	Signature	13	Name	Signature
04	Name	Signature	14	Name	Signature
05	Name	Signature	15	Name	Signature
06	Name	Signature	16	Name	Signature
07	Name	Signature	17	Name	Signature
08	Name	Signature	18	Name	Signature
09	Name	Signature	19	Name	Signature
10	Name	Signature	20	Name	Signature

★ Partnership Manager

## LEASE AGREEMENT - OPTION TO PURCHASE

- Only to be lodged in conjunction with a Lease Agreement (Standardbred Horse)
- Please use **CAPITAL LETTERS** only

An agreement made this ..... Day of ..... 20 .....

between .....

of .....

being the Owner(s) (hereinafter called the Lessor(s) of the registered harness racing horse know as *(if unnamed, given breeding and age)*:  
.....

and \* .....

of .....

\* being the Partnership Manager (Lessee) of said horse

1. Whereas the **Lessor** agrees that the **Lessee** shall have the right, if they so desire, to purchase the said leased horse from the **Lessor** in the amount of:

*state the amount in writing*

\$ .....

2. The **Lessee** agrees that upon exercising their right of purchase that they shall immediately lodge the purchase money with the registered owner (**Lessor**);
3. The **Lessor** does hereby acknowledge that they shall have no further claim on the said horse immediately upon receipt of such purchase money from the **Lessee**;
4. The Option to Purchase of the said leased horse shall expire at midnight on:  
..... day of ..... 20 .....
5. This Option to Purchase shall become null and void upon the Lease Agreement (Standardbred Horse) being cancelled prior to the expiry date indicated in Clause 4.

<b>SIGNATURE(S) OF LESSOR(S)</b>		*
2		1
3		2
4		3
5		4
6		5
7		6
8		7
9		8
10		9
11		10
12		11
13		12
14		13
15		14
16		15
17		16
18		17
19		18
20		19

Please ensure that your signature is recorded against the correct corresponding number (per Page 2)

This section is continued on Page 13

## LEASE AGREEMENT - OPTION TO PURCHASE (continued)

<b>SIGNATURE(S) OF LESSEE(S)</b>		1	★
2		3	
5		6	
8		9	
11		12	
14		15	
17		18	
20			
		4	
		7	
		10	
		13	
		16	
		19	

Please ensure that your signature is recorded against the correct corresponding number (per Pages 3 & 4)

★ Partnership Manager

Name of Witness	Address
Witness Signature	Date

# LEASE AGREEMENT (STANDARD BRED HORSE) REQUIREMENTS / GUIDELINES SCHEDULE

- 1) Lease Agreement applications must be submitted within seven (7) days of leasing the horse, or prior to the horse next racing or trialling, whichever is earlier. A late Penalty Fee of \$140.00 may apply for Lease Agreement (Standardbred Horse) applications lodged in excess of fourteen (14) days from date of stated lease commencement;
  - a. **Australian Harness Racing Rule 109 (1) states:** “*Within 7 days of entering into a lease or prior to the horse next racing whichever is the earlier the lessee shall lodge a notification of the lease with the Controlling Body.*”
- 2) To reduce the overall lease registration time, Harness Racing NSW accept delivery of Lease Agreement applications electronically (email to [registration@hrnsw.com.au](mailto:registration@hrnsw.com.au)) and via facsimile (sent to 02 8580 5792) however; it must be noted that the scan or fax must be of sufficient quality and clarity to ensure that the document is wholly legible when printed by Harness Racing NSW. Low quality, poorly scanned or incomplete Lease Agreement applications will not be registered;
- 3) Lease Agreement applications must be completed correctly by all **Parties** in all respects. Lease Agreement applications received that have been incorrectly completed or not fully completed will be returned unprocessed to the nominated **Lessee Partnership Manager** or individual **Lessee** (as the case may be) for correction and resubmission to Harness Racing NSW, which will delay the overall Lease Agreement registration process;
- 4) Payment of the required \$70.00 Lease Agreement fee must accompany the Lease Agreement application, and may be made by cheque, money order, credit card (Visa or Mastercard only) or by direct deposit to Harness Racing NSW:

<i>Banking Institution</i>	<i>Commonwealth</i>
<i>Branch</i>	<i>Bankstown</i>
<i>Account Name</i>	<i>Harness Racing NSW</i>
<i>BSB</i>	<i>062-111</i>
<i>Account Number</i>	<i>1046 7584</i>
<i>Reference</i>	<i>The name or Certificate Number of the horse being leased</i>

Please ensure, if paying by direct deposit to the Harness Racing NSW account, that you indicate this on the Lease Agreement application and email a copy of the payment advice to [registration@hrnsw.com.au](mailto:registration@hrnsw.com.au). Note that this payment method may delay the lease registration process by between 48 – 96 hours (ie: until such time as the payment has have been fully cleared into the Harness Racing NSW account);

- 5) Prize money related to the horse being leased will be paid to the **Lessor** until such time as the Lease Agreement application has been received, reviewed and subsequently registered by Harness Racing NSW, thus it is important to ensure that the Lease Agreement application is submitted in a timely manner so that the **Lessee** will receive prize money proceeds and be correctly debited for associated race related costs;
- 6) All relevant Schedules of the Lease Agreement application **MUST** be signed by **all Parties** associated with the horse being leased. The **Lessee Partnership Manager** is the person elected to be the principal contact in regards to matters concerning the horse, as well as to receive all correspondence, prize money and access to, or delivery of, statements. The **Lessee Partnership Manager** is not empowered to sign documents on behalf of other **Lessees**;
- 7) **LESSEES BEWARE:** If in doubt, please check with Harness Racing NSW to ensure that the **Lessor** is not listed on the Unpaid Forfeits List (UFL) as horses associated with individuals on the UFL (or where other impediments may affect the status of the horse) will not be registered until the matter has been settled with the appropriate State Controlling Body. Additionally, ensure that all required signatures for the **Lessors** have been provided in all relevant schedules. Invalid or missing signatories will result in the Lease Agreement application being returned to the **Lessee Partnership Manager** unregistered;
- 8) **Lessors** are encouraged, to avoid any repercussions due to possible delays in the Lease Agreement application being submitted or registered, to complete and return the **Notification of Pending Lease of a Horse** included as part of the Lease Agreement application to Harness Racing NSW;
- 9) Note that all **Lessees MUST** be over the age of eighteen (18) years. Individuals under the age of 18 are considered minors, and, as such, cannot be listed as a **Lessee** or **Part Lessee** of a horse leased in the state of New South Wales;
- 10) Note that Lease Agreement applications registered whereby the provided payment method is subsequently notified as having been declined or dishonoured by Finance staff may result in the horse being stood down until such time as the appropriate fee has been paid in full in cleared funds to Harness Racing NSW;
- 11) **Lessors** and **Lessees** are to note that all prize money will be paid into a **single** bank account as nominated by the nominated **Lessee Partnership Manager** as stated in the Prizemoney Banking Details form included in the Lease Agreement application. Fees associated with races will be automatically offset against prize money as part of the fortnightly Stakes Run process. New Zealand and other overseas based participants will be paid prize money by way of a cheque issued by HRNSW unless an **Australian** bank account has been provided to facilitate such payments;
- 12) The Commencement Date stated on Page 2 of the Lease Agreement application must be accurately recorded as this will determine to whom prize money associated with a race conducted whilst an application is being in the process of registration rightfully belongs to. Note that it is the responsibility of the **Lessee** to liaise with the **Lessor** in relation to the payment of prize money that may have been made to the lessor as a result of a delay in submitting the Lease Agreement application. Additionally, recorded Commencement and Finalisation Dates may determine breeding and ownership of foals conceived during, or born after, the Lease Agreement application has been processed;
- 13) Note that a maximum of twenty (20) **Lessees** can constitute a partnership. If you have twenty one (21) **Part Lessees** or more, you will need to complete an **Application to Register a Syndicate** form (available from [www.hrnsw.com.au](http://www.hrnsw.com.au));
- 14) **Lease Agreement Cancellations** (Page 10 of the Lease Agreement application) must be submitted on the form provided for this purpose and have been signed by all **Lessors** and **Lessees** prior to being submitted to Harness Racing NSW;
- 15) **Lease Agreement Extensions** (Page 11 of the Lease Agreement application) must be submitted on the form provided for this purpose and have been signed by all **Lessors** and **Lessees** prior to being submitted to Harness Racing NSW;
- 16) **Option to Purchase** agreements must be lodged on the form provided for this purpose (Pages 12 & 13 of the Lease Agreement application) and must be submitted concurrent to the Lease Agreement Notification application to which it relates. This form must be signed by all **Lessors** and **Lessees**, and be duly witnessed by an independent individual;
- 17) Note that the **Schedule of Statements and Declarations** (Page 6 of the Lease Agreement application) must be completed and signed by the nominated **Lessee Partnership Manager** and submitted to the appropriate State Authority with the completed Lease Agreement. Lease Agreement Notification applications received by Harness Racing NSW that do not include the signed and dated Schedule will be returned to the **Lessee Partnership Manager** unregistered.