



DO NOT SEND PAYMENT,  
WE WILL INVOICE  
ACCOUNT.

P.O. Box 184, Moonee Ponds, Victoria 3039. Tel: (03) 8378 0200

**THIS FORM MUST BE ACCOMPANIED BY THE REGISTRATION ASSESSMENT CERTIFICATE.**

**FAXED DOCUMENTS NOT ACCEPTED**

# NOTIFICATION OF LEASE OF A HORSE R109-A

Leases shall be registered with Harness Racing Victoria subject to the Australian Rules of Harness Racing, Rules 109 - 113.

Rule 109 of the Australian Rules of Harness Racing requires a lessee to lodge a lease form with Harness Racing Victoria within 7 days of leasing a horse or prior to its acceptance for a race, whichever is the shorter period.

**THIS AGREEMENT** made the ..... day of ..... 20 .....

BETWEEN the following person/s hereinafter called the LESSOR (owner/s of the horse)

	SURNAME (Please use block letters)	Full Given Names	D.O.B.	Postal Address	Phone Number
1	*				
Managing Lessor's Email Address:					
2					
3					
4					
5					
6					
7					
8					
9					
10					

AND the following person/s hereinafter called the LESSEE (person/s leasing the horse)

	SURNAME (Please use block letters)	Full Given Names		Postal Address	Phone Number	%
1	*					
Managing Lessee's Email Address:						
2						
3						
4						
5						
6						
7						
8						
9						
10						

\* Manager

The Lessor is the owner of the horse named / if un-named specify breeding.

.....

The Lessor has agreed to lease the Horse to the Lessee upon the terms set out hereunder.

**THE PARTIES AGREE AS FOLLOWS:**

1. The Lessor shall lease the horse to the Lessee for a period  
of ..... commencing on the ..... day of ..... 20 .....  
and terminating on the ..... day of ..... 20 ..... ("the Period")

- 2. The Lessee shall take and accept the Horse with all its racing engagements entered into before the execution of this Agreement and particularised in Schedule “B”.
- 3. The Lessee shall during the continuance of this Agreement have absolute discretion and control in and over all matters connected with the training of the Horse, the nomination and acceptance of the Horse for races, or the scratching of the Horse from any race.
- 4. The Lessee shall at all times endeavour to maintain the Horse in sound health and fitness.
- 5. Upon termination of this Agreement, the Lessee shall return the Horse to the Lessor at the address of the Lessor as nominated in this Agreement (“the Lessor’s address”) or such other place mutually agreed upon by the parties. Unless mutually agreed upon by the parties, all costs and expenses incurred in returning the Horse to the Lessor shall be borne by the Lessee.
- 6. The parties shall at all times comply with the Australian Rules of Harness Racing, the Victorian Local Rules of Harness Racing Victoria (“the Local Rules”), and the Rules of any other affiliated controlling bodies (where applicable).
- 7. The parties shall comply with lawful directions concerning the Horse given by Harness Racing Victoria or, where relevant, any other affiliated controlling body.
- 8. The Lessor or his/her agent, with or without a veterinary surgeon or surgeons, shall at all reasonable times have the right to inspect the Horse and to enter into any stable, premises or property for the purpose of such inspection.
- 9. The Lessee shall take reasonable precautions to prevent the 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 his/her employees or agents.

10. The Lessee shall pay to the Lessor rent in respect of the Horse consisting of .....% of the **\*net/gross** stake money won by the horse in any race during the period of the Agreement **\*including/excluding** any bonuses or incentive payments earned by the Horse during that period. Note, for the purposes of this Agreement, the expression “net stake money” shall mean gross stake money won by the horse in the race, less any amount deducted by Harness Racing Victoria, any Harness Racing Club or any affiliated controlling body and paid to the trainer and/or driver of the Horse.

**[\* Strike out whichever not applicable.]**

10 (a) **Automatic Payment Option**

Harness Racing Victoria (HRV) will facilitate the automatic payment of rent in respect of the Horse to the Lessor on behalf of the Lessee consisting of .....% of the **gross** stake money won by the horse in any race during the period of the Agreement **including** any bonuses or incentive payments earned by the Horse during that period. Note, for the purposes of the Agreement, the expression “gross stake money” shall mean total stakes and futurity/incentive bonuses won by the horse in the race, less any amount deducted by HRV and paid to other connections (e.g. trainer and/or driver of the Horse, breeder or stallion nominator).

11. All trophies won by the Horse during the period of this Agreement are to be:

- (a)\* The property of the Lessor.
- (b)\* The property of the Lessee.
- (c)\* Divided between the Lessor and the Lessee in the following manner – .....
- .....
- .....
- .....

**[\* Two of the above mentioned trophy options must be deleted.]**

12. All rent or trophies (if applicable) due to the Lessor in accordance with this Agreement must be forwarded by the Lessee to the Lessor at the Lessor's address within 28 days of receipt of stake money or trophies won by the horse.
13. If the Lessee,
- (a) defaults in paying the rent or any part of it;
  - (b) defaults in delivering any trophy to the Lessor;
  - (c) is placed on the unpaid forfeits list with Harness Racing Victoria or an affiliated Controlling Body;
  - (d) is disqualified under the Australian or Local Rules of Harness Racing; or
  - (e) is convicted of an offence punishable by imprisonment:- subject to any appeal, this Agreement is terminated and the Lessee must immediately return the Horse to the Lessor.
14. In the event that this Agreement is terminated for any reason, the Lessor or his/her agent may enter upon any property or premises in which the Horse is located to take possession of and remove it therefrom.
15. In the event that this Agreement is terminated for any reason, the benefit of any nominations or other fees paid by the Lessee in connection with the Horse shall be forfeited to the Lessor.
16. The Lessee may terminate this Agreement at any time upon giving 14 days notice in writing to the Lessor of his/her intention to do so. Such notice is to be delivered to the Lessor at the Lessor's address by hand or by certified mail.
17. Upon termination of this Agreement for any reason, the Lessee shall, within 7 days of the termination or prior to the Horse racing (whichever is the earlier), complete and lodge a Surrender of Lease form with Harness Racing Victoria.
18. The Lessee shall ensure the Lessor signs the Surrender of Lease.
19. In the event of this Agreement being terminated by the Lessee before the date of expiration as specified in clause 1, the Lessee shall, at the time he/she terminates the Agreement, notify the Lessor of all future racing engagements entered into in respect of the Horse. If the Lessee shall fail to so notify the Lessor of any such engagement, the Lessee shall be liable for any acceptance fees remaining unpaid in respect of such racing engagements.
20. During the continuance of this Agreement the Horse shall be raced at meetings in the name of the Lessee.
21. Following execution of this Agreement by the parties, the Lessee shall promptly lodge and register the Agreement with Harness Racing Victoria.
22. The Horse shall not be raced by the Lessee unless this Agreement has been registered with Harness Racing Victoria.
23. The rights and obligations of both parties under this Agreement shall devolve on their legal representatives.
24. The Lessee shall not in any way assign or transfer his/her rights under this Agreement or his/her interest in the Horse, without the written consent of the Lessor.
25. The Australian and Local Rules of Harness Racing shall, so far as they are applicable form part of this agreement, any of the agreement's terms that are inconsistent with any such Rules, then such Rules shall prevail.
26. The parties each declare that no other person other than the Lessor and the Lessee has any interest whatsoever in the horse.

27. ADDITIONAL CLAUSES (OPTIONAL)

Provided that this Agreement has not been previously terminated the Lessee shall have the option to purchase the horse for the sum of \$\_\_\_\_\_ such option to be exercised by notice in writing delivered personally or posted by Certified Mail to the last known residential address of the Lessor (and each Lessor if more than one) at least eight weeks before the date of expiration of the Lease as specified in clause 1 hereof and subject to payment of the said sum in full within fourteen days of the receipt by the Lessor (or the last Lessor to be served if more than one) of the said notice in writing.

All Parties  
to initial

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### **PRIVACY STATEMENT - COLLECTION OF PERSONAL INFORMATION**

*Harness Racing Victoria (HRV) collects personal information from you in this form in order to manage and supervise your participation in the harness racing industry.*

*To do this, we may disclose the personal information, including financial information, to other persons or organisations, including enforcement bodies, State or Federal Government licensing or compliance authorities and other racing control bodies.*

*You do not have to supply the information requested in this form, but if the information (or any part of it) is not provided, your application may be rejected. By completing and submitting the application, and any supporting documentation, you authorise HRV 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.*

*For further information regarding HRV's Privacy Policy refer to our website or contact HRV's Privacy Officer by email [privacyofficer@hrv.org.au](mailto:privacyofficer@hrv.org.au) or by telephone (03) 8378 0200.*

### **GST INFORMATION & DECLARATIONS**

By completing and signing the attached notification of lease of a horse. I/we notify and declare that I/we am/are registered for GST or an ABN or Hobbyist, as shown hereon. I/we will notify the State Controlling Body if I/we cease to be registered for GST or for an ABN. The State Controlling Body is registered for GST and will notify me/us if it ceases to be registered. It 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 invoice.

This information may be passed 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 who 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 that 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 major 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 that I/we pay on my/our purchases.
2. I/we declare that our/my 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 you immediately.

