

RACING SERVICES TASMANIA

All mail addressed to PO Box 1329, Launceston 7250
Level 2, Henty House, Launceston – Telephone (03) 6336 2450

GREYHOUND LEASING AGREEMENT

THIS AGREEMENT BETWEEN the person named and described in Item 1 of the Schedule hereto (hereinafter called “the Owner”) of the one part and a person named and described in Item 2 (hereinafter called “the Lessee”) of the other part WHEREBY IT IS AGREED as follows:-

1. The owner agrees to lease and the Lessee agrees to take on lease from the Owner the greyhound named and described in Item 3 (hereinafter called “the greyhound”) from the date specified in Item 4 until the date specified in Item 5. If the greyhound should have competed in a race or stake prior to the date of expiration of this agreement, and by such competition has earned a place or qualified for further participation in the same race, then this agreement shall be extended until the race or stake is completed, or the greyhound becomes no longer eligible for this particular race or stake.
2. The Owner shall lodge this agreement for registration by the DIRECTOR OF RACING (hereinafter called “the Director”) with Racing Services Tasmania within seven calendar days from the date hereof. All expenses of such registration shall be paid by the Lessee. This agreement is conditional upon such registration being obtained.
3. During the term of this agreement the Lessee shall pay to the Owner the percentage specified in Item 6 of the gross advertised or nominal value of all stakes, monies, trophies and other prizes (other than monies advertised by the Tasmanian Racing Board (hereinafter called “the Board”) as travelling allowances) including any sweepstakes won, earned or rewarded to the greyhound during the period of lease.
4. Payment shall be made within fourteen calendar days of the decisions of Stake from which such winnings arise, either by:
 - (a) payment in cash to the Owner personally; or
 - (b) payment by certified cheque or money order by pre-paid post to the address specified in Item 7 or such other place as the Owner may direct in writing. Date of payment shall be deemed to be the date of such posting.
5. The Lessee shall at his own expense enter, train, run the greyhound for the purpose of Flat Racing and then only at meetings held by the clubs registered by the Director and shall not race, or permit to be raced or schooled in any hurdle race without the Owner’s previous consent in writing.
6. (a) The Lessee shall:-
 - (i) train the greyhound for racing purposes in a manner which the Director deems proper; and
 - (ii) provide all accommodation, kennelling, food, veterinary attention and clothing for the greyhound as the Director deems proper, having regard to the standard usually supplied or provided in connection with the training of greyhounds. Such accommodation and kennelling shall be at the place specified in Item 8, or such place as the Lessee may notify the Owner in writing;
- (b) For the purposes of this provision,
 - (i) the Director is to act as an independent expert, having regard only to its own knowledge and skill without resort to the parties; and
 - (ii) “the Director” includes his nominee in writing.
- (c) Nothing herein contained shall be construed as imposing on the Director any responsibility for the due observance of this provision.
7. The Lessee shall not assign or underlet or part with possession and personal control, training and management of the greyhound without the previous consent in writing of the Owner. Nothing in this provision shall be construed as requiring the consent of the Owner to the greyhound being trained by a Public Trainer being registered as such with Racing Services Tasmania.
8. The Owner and Lessee agree that the greyhound will be raced in accordance with the Rules of Racing for the time being in force and this Agreement shall be subject to such rules in all respects.

9. The Lessee shall inform the Owner within forty eight hours from the happening thereof of any sickness or injury suffered by the greyhound by accident or otherwise and in the event of the death of the greyhound the Lessee shall make a Statutory Declaration in writing of the death and the particulars and causes thereof and shall within seven calendar days from the date of death deliver to the Owner such Declaration.
10. The Owner or his nominee appointed by him in writing with or without a veterinary surgeon shall have full liberty at all reasonable times to inspect the state and conditions of the greyhound and any kennel in which it may be housed.
11. In the event of the Lessee breaching any provision of this agreement the Owner may forthwith terminate this agreement by notification in writing to the Lessee, without prejudice to any rights accrued to either party before the said termination.
12. Should the Lessee be disqualified pursuant to the rules of racing or a registration authority approved by the Director (subject to the lapse of time allowed by an appeal) this agreement shall thereupon be void and the greyhound shall be returned to the Owner by the Lessee in the same manner as provided for in Clause 14 hereof.
13. Subject to the due observance by the Lessee of all the provisions of this agreement, he may at his option terminate this agreement at any time upon giving the Owner seven calendar days notice in writing of his intention to do so.
14. At the termination of this lease for any cause whatsoever, the Lessee shall return the Lease Registration Certificate to Racing Services Tasmania where this agreement is registered within seven calendar days of such termination and thereupon deliver forthwith to the Owner or his nominee appointed by him in writing the greyhound free of charge.
15. It is a condition of this agreement that at the date of the registration thereof with the Director, the Owner and Lessee are both registered with Racing Services Tasmania.
16. Nothing herein contained shall be construed to form or be at partnership between parties hereto, and the Lessee shall not by word or deed allow any presumption to arise that a partnership exists.
17. Any notice or direction to be given to any party under this agreement shall be in writing and shall be signed by the party giving such notice or direction or for and on behalf of such party by his appointed nominee. Any such notice or direction may be served upon the party intended to receive such notice or direction;
 - (a) by leaving such notice or direction at the address of such party stated in Item 1 or Item 2 as the case may be; or
 - (b) by sending such notice or direction as a letter by pre-paid post to the address of such party stated in Item 1 or Item 2 as the case may be.

Where there is more than one Owner, the notice or direction duly served on one Owner in accordance with this clause shall be deemed to be duly served on both or all of the Owners and where there is more than one Lessee, a notice or direction duly served on one Lessee in accordance with this clause shall be deemed to be duly served upon both or all of the Lessees.

Any party hereto may from time to time change the address of such party for the purpose of service of notices or directions pursuant to this clause by notice in writing to the other and in that event the address so notified shall apply in lieu of the address stated in Item 1, Item 2 or last notified as the case may be.

18. (a) In this agreement any reference to an item with an accompanying number is to the particulars appearing in that item in the schedule to this agreement but if no particulars appear in an item in the schedule, this agreement shall admit or require had been inserted therein.
- (b) In this agreement, unless the context shall otherwise require,
 - (i) words importing the singular number shall include the plural number and singular number respectively;
 - (ii) words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
 - (iii) where two or more persons are designated above as "the Owner" the agreements on their part herein shall bind them in every two or greater number of them jointly and each of them severally;
 - (iv) where two or more persons are designated above as "the Lessee" the agreements on their part herein shall bind them in every two or greater number of them jointly and each of them severally;
 - (v) that the expression "the Owner" wherever herein appearing shall be deemed to mean and include the Owner and the executors, administrators and assigns of the Owner and the expression "the Lessee" shall be deemed to mean and include the Lessee and the executors, administrators and assigns of the Lessee.

THE SCHEDULE

Item 1	Full Name, Residential Address and Licence Number of Owner/s:	
	(1)	
	(2)	
	(3)	
	(4)	
Item 2	Full Name, Residential Address and Licence Number of Lessee/s:	
	(1)	
	(2)	
	(3)	
	(4)	
Item 3	Leased Greyhound:	
	Left ear brand:	
	Right ear brand:	
	Named:	
Item 4	Date of Commencement of Lease:	NO LEASE WILL BE ACCEPTED FOR A GREYHOUND'S "RACING CAREER". A DEFINITE PERIOD MUST BE SHOWN.
Item 5	Date of Expiration of Lease:	
Item 6	Rental value expressed as a percentage of the gross value of all monies and trophies won, earned or awarded (subject to the terms and conditions expressed herein):%	
Item 7	Place at which rental payments are to be made (give full postal address):	
Item 8	Address of accommodation and kennelling for the greyhound:	

IN WITNESS whereof the parties hereto have hereunder set their hands this _____

day of _____ 20 _____

(SIGNED)

Owner/s	(1)..... Witness..... (2)..... Witness.....	(3)..... Witness..... (4)..... Witness.....
Lessee/s	(1)..... Witness..... (2)..... Witness.....	(3)..... Witness..... (4)..... Witness.....