

TRAINING AGREEMENT AS RECOMMENDED & APPROVED BY NSWROA & ATA (NSW BRANCH) 2000

THIS AGREEMENT dated the _____ day of _____ 200_____ is between
Of _____ (being the Owner, Owner's lessee or syndicate manager) (the
"Owner")

The Owner of _____ (name of horse) (the "Horse")

AND

Of _____ (the Trainer)

1. The Trainer shall train, stable, feed, exercise and arrange for proper and/or appropriate treatment for the Horse in such a manner as is reasonable in all the circumstances for a daily fee of \$ _____ (the training fee).
2. The Trainer shall, after consultation with the Owners, have the right to nominate, enter, accept or withdraw the Horse for or from any race or trial he thinks fit unless he has received written instructions from the Owner to the contrary and shall report to the Owner at least once every two weeks, unless otherwise agreed, as to the progress and welfare of the horse. The trainer shall respect the confidentiality relating to the owner's horse and not disclose nor publish any information relating thereto without the owner's written consent.
3. The trainer shall not be liable to the Owner for any cost or expense reasonably incurred nor for any loss arising out of any accidental injury or death of any horse placed with him for training.
4. In addition to the training fee, the Owner shall be liable for all fees and costs reasonably incurred by the Trainer and approved by the Owner, including the cost of gear and additives.
5. The Owner shall be liable for reasonable additional costs incurred as a result of the Horse being trained or transported away from the Trainer's usual address. In the event of the Trainer having more than one horse away from his usual address, then and in that event, the Trainer shall pro rata against other Owners any personal travel and/or accommodation expenses incurred by him.
6. The Trainer shall have the right at all times to engage when necessary the services of a veterinarian, farrier, horse dentist or chiropractor to attend to the Horse and the full cost thereof shall be borne by the Owner.
7. The Owner shall be liable for all race day fees including the additional allowances as set out in any Industrial Agreement or Award relating to attendants or strappers.
8. (a) The Trainer shall, after consultation with the Owner, engage and/or employ the race jockey unless prior arrangements have been made by the Owner with knowledge of the Trainer.
(b) The Trainer shall, after consultation with the Owner, provide instructions to the race jockey in relation to the manner in which the Horse is to be ridden during the race.
9. The training fee may be varied by the Trainer from time to time provided such variation is notified to the Owner and agreed to by the Owner in writing. "Training fee" is the amount calculated by the Trainer and payable by the Owner on a daily basis or any part of a day.
10. In addition to the training fee and any other monies payable to the Trainer pursuant to this Agreement, the Trainer shall be entitled to receive 10% (ten per centum) of the actual stakes earned by the Horse, excluding bonuses and/or incentives, unless such bonuses are specifically identified as a Trainer's Bonus.
11. The Owner shall at all times advise the Trainer of any insurance policies affecting the Horse and, if so requested by the Trainer, shall produce to the Trainer evidence of such insurance. In the event of any incident occurring to the Horse which may require the Owner to give notice of that incident to the insurance company, the Trainer shall forthwith advise the Owner of such incident.
12. The Trainer shall have the right to retain possession of the horse in the event of a genuine dispute with the owner until all training fees properly claimed by the Trainer have been paid, save and except that where there is no dispute in relation to part of the account, then that part or the account not in dispute shall be paid by the owner. The Trainer acknowledges the owners' right to damages if the lien is incorrectly exercised.
13. All monies payable by the Owner to the Trainer shall be paid within 30 (thirty) days of receipt by the Owner of an account for the training fees.

Signed by the Owner

Signed by the Trainer

In the presence of:

In the presence of: