



**Whereas:**

A. The Owner is the owner (as defined by the New Zealand Rules of Harness Racing – “the Rules”) of the horse or horses listed in clause 1. below (“the horse(s)”).

B. The Owner wishes to have the horse(s) trained for the purposes of harness racing, and raced.

C. The Trainer is a trainer of standardbred horses (as defined by the Rules) and agrees to train and race the horse(s).

D. The Owner and Trainer are agreed as to the terms of the Owner’s retention of the Trainer as trainer of the horse(s) as set out below.

**1. Horse(s)**

The Owner agrees to deliver the following horse(s) to the Trainer, to be trained for the purposes of harness racing and raced:

Full Racing Name: \_\_\_\_\_

Stable Name: \_\_\_\_\_

Breeding: \_\_\_\_\_

Brand: \_\_\_\_\_

Foaling Date: \_\_\_\_\_

Insured: Yes/No (circle one)

If Yes, state company name: \_\_\_\_\_

Any Previous Injuries: \_\_\_\_\_

\_\_\_\_\_

*Note: If more than one horse, details of the other horse or horses to be trained and raced under this agreement are annexed to this agreement.*

**2. Payment of training fee and other associated costs of training**

2.1 The Owner agrees to pay the Trainer \$[ ] plus GST for the cost of training, exercising, feeding, and stabling of the horse(s) at the Trainer's address ("the training fee").

2.2 The training fee may be varied from time to time as may be advised by the Trainer in writing to the Owner (giving at least 30 days notice).

2.3 In addition to the training fee, the Owner shall be liable for all reasonable fees and costs incurred by the Trainer including the cost of transportation, race day fees, gear, Veterinarian consultation, Farrier's fees, additives, dietary supplements and medication as notified to the Owner in writing from time to time.

2.4 The Owner agrees to pay all invoices received from the Trainer on the 20th day of the month following invoice. It is also agreed that a fee of 1.5% per month may be charged by the Trainer for late payment.

2.5 The Owner agrees that all monies due to the Trainer under this agreement shall be paid before delivery of the horse to the Owner.

2.6 In the event that there are monies outstanding under this agreement, the Trainer shall have a right of lien over the horse(s) and any gear and may refuse possession of the horse(s) or gear until paid.

2.7 In the event of the horse(s) being sold whilst in the care of the Trainer, the Owner shall within 28 days pay the Trainer 10% of the net price received by the Owner as the result of such sale.

### **3. Trainers Obligations and Rights**

3.1 The Trainer agrees to train, exercise, stable, feed, prescribe treatment, care and race the horse(s) to his/her best ability and consistent with recognised good horse training practices.

3.2 The Trainer will take all reasonable care and precaution to prevent accident or injury to the horse(s) and will not neglect the horse(s) in event of such accident or injury.

3.3 The Trainer, at his discretion, shall decide when the horse(s) fit to race and shall have the right to nominate, enter, accept or withdraw the horse(s) for any race or trial he/she thinks fit subject to the Owner's written instructions to the contrary.

3.4 The Trainer, at his discretion, shall engage or employ or instruct a driver to drive the horse(s) at trials, workouts and race meetings unless prior arrangement

has been made by the Owner with the full knowledge of the Trainer, not less than 48 hours before a trial, workout or race or 24 hours before the time to declare the driver for the horse(s) in a race as required by the Rules whichever shall be the earliest.

3.5 The Trainer, at his discretion, shall engage a Veterinarian, Blacksmith, Horse Dentist, or other equine service provider as and when the Trainer deems such engagement to be prudent or necessary and shall notify the Owner of such engagement should its likely cost be in excess of \$500.00.

3.6 The Trainer shall not be liable for any injury, damage or death arising from any cause whatsoever provided clause 3.1 has been adhered to.

3.7 The Trainer shall, as far as reasonably practical or possible, communicate with the Owner, or in the case of there being more than one Owner, the Owner's representative (whose details shall be listed in the Owner's details at the start of this agreement) as follows:

3.7.1 Telephone call/e-mail as agreed but at least monthly when in early stages of preparation (first month or two);

3.7.2 Telephone call/e-mail as agreed but at least weekly when attending workouts/trials;

3.7.3 Pre and post communication when racing no later than 24 hours before and 48 hours after racing;

3.7.4 The Trainer also agrees to inform the Owner as soon as possible should the horse suffer a significant injury that will impact on the previously agreed plan for the horse.

#### **4. Trainer's entitlement to other monies**

4.1 In addition to the training fee and any other monies payable to the Trainer pursuant to any of the preceding clauses the Trainer shall be entitled to receive 10% of the actual stakes and bonuses earned by the horse(s), excluding any trophy values ("the stakes and bonuses percentage").

#### **5. Owner's Indemnity to Trainer in event of disqualification**

5.1 The Owner indemnifies the Trainer from any claim made for percentages or any monies paid to the Trainer which are later forfeited because of an Owner being disqualified or in the case of a syndicate or partnership, a member or partner being disqualified.



**10. Variations to standard agreement**

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**Signed:**

**Trainer:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_