



AGREEMENT FOR TRAINING SERVICES

I/we hereby acknowledge that I/we agree to have the horse described below trained by the training company described below and that I/we have read, understood and accept the terms and conditions that appear overleaf.

TRAINING COMPANY (Print Full Name)
.....(ACN

Address PO Box 252 Ascot Vale **State** Victoria **Postcode** 3032
Phone No : (03) 9371 3033 **Fax No** : (03) 9371 3066 **E-mail Address**: racing@aquanita.com.au

HORSE: Sire..... Dam.....

Racing Name (if applicable)

Colour Sex Year Born

OWNER (Print Full Name).....

Address (Printed)

Address for Billing:

Phone No : (work) (home)

Fax No :

E-mail Address:

Mobile Phone No:

OWNER'S SHARE OF HORSE%

INSURANCE to be arranged by Arion/Purchaser (delete one) for \$.....

OWNERS ACCEPTANCE OF RISK – see clause 21 of the Terms and Conditions of Training Services.

SIGNED BY OWNER Date

SIGNED BY TRAINING COMPANY Date

TERMS AND CONDITIONS OF TRAINING SERVICES OVERLEAF

TERMS AND CONDITIONS OF TRAINING SERVICES

These are the terms and conditions under which the Owner agrees to have the Training Company train the Owner's horse or horses and the Owner agrees to be bound by these terms and conditions.

Definitions

"Agreement" means the Agreement for Training Services including the Terms and Conditions of Training Services.

"Agreement for Training Services" means the terms described on the first page of the Agreement signed by the Owner.

"Aquanita" means Aquanita Management Services Pty Ltd (ACN 100 568 769) of PO 253 Ascot Vale in the State of Victoria.

"Horse" means the horse or horses being trained by the Training Company at any time.

"Owner" means all persons named as owners on the registration papers of the Horse with all other persons having or claiming to have an interest in the Horse.

"Rules of Racing" means the rules from time to time laid down by the principal racing or jockey clubs in the States or at the venues where the Horse is racing.

"Services" means the services provided by the Training Company for the Owner as described in clauses 1 to 5.

"Training Company" means the company described in the Agreement for Training Services which has been nominated by the Owner to train the Horse for the Owner.

Training Services

1. The Training Company will do all things reasonably necessary to maintain, care for and train the Horse on behalf of the Owner subject to these terms and conditions including providing veterinary, floating, farrier and agistment services.
2. The Training Company will only insure the Horse if requested by the Owner in the Agreement for Training Services.
3. The Owner irrevocably authorises the Training Company, in its sole and absolute discretion, to do all things it considers reasonably necessary or expedient to maintain, care for, train and attend to the needs of the Horse. This authority extends not only to day to day matters but also to emergencies involving the Horse.
4. The Owner acknowledges that the Training Company uses the services provided by Aquanita to assist in the provision of the Services to the Owner, such services to include rendering accounts, collecting debts and paying creditors. The Owner agrees to comply with all requests received from Aquanita acting in this capacity.
5. The Training Company may enter the Horse in such race or races as it considers appropriate and while it will use its best endeavours it accepts no responsibility if for any reason at all it fails to do so.

Charges and Payment

6. The Owner will pay the Training Company the training fees fixed by the Training Company from time to time.
7. The Owner will pay when requested all expenses it incurs in providing the Services including, without limitation, veterinary, floating, farrier, agistment and race entry fees. If an expense exceeds \$5,000 the Training Company may request payment by the Owner in advance failing which the service may not be provided.
8. The Owner will also pay the Training Company everything a licensed trainer is entitled to under the Rules of Racing including, without limitation, the share of prize money and other payments provided for.
9. Subject to clause 7, accounts for the training fees and other expenses will be rendered by the Training Company to the Owner monthly or at such other times as the Training Company determines and must be paid by the Owner by the end of the month following the month the account is rendered as disclosed on that account. Such accounts will include GST.
10. Unless the Training Company agrees otherwise, the Owner will provide the Training Company with a signed authority to debit amounts owing under this Agreement directly against a nominated bank account or credit card facility held by the Owner.
11. Should the Owner default with any payment interest may be charged by the Training Company on the amount outstanding at the rate prescribed by the Penalty Interest Rates Act (Vic) from the date of default until payment in full.
12. Should the Owner default under the terms of this Agreement the Training Company may retain possession of the Horse and the registration or identification papers for the Horse until such default has been remedied. Under no circumstances will a Horse or its identification or registration papers be released until all moneys owing to the Training Company have been paid and all defaults by the Owner remedied.
13. During the period of default referred to in clause 10:
 - (a) the Training Company will continue to maintain and care for the Horse although it may elect to cease providing training services;
 - (b) the Training Company may refuse to enter the Horse for any race;
 - (c) while the Horse remains in the care of the Training Company the Owner will nevertheless continue paying the Training Company the training fees and expenses ordinarily payable under this Agreement it being agreed, without prejudice to any other rights the Training Company may have, it to be reasonable compensation for the ongoing care and maintenance of the Horse.
14. If the Owner is in default for more than 90 days to the extent of \$10,000 or more and fails to remedy that default within seven days of a notice in writing informing the Owner of the intention to sell the Horse, the Training Company may sell the Horse or Horses by auction or private sale on such terms as are reasonable and apply the proceeds to the amount outstanding. Should the price obtained for the Horse or Horses be less than the amount outstanding the Owner will pay the Training Company the difference immediately upon receipt of a demand in writing. If the price obtained is greater than the amount outstanding the Training Company will account to the Owner for any surplus after deducting any amounts that may be owing by the Owner to the Training Company under this Agreement. The Owner hereby irrevocably appoints the secretary of the Training Company its attorney with power to execute all documents necessary to effect such a sale.
15. The Owner will pay to the Training Company on demand all costs and expenses incurred by the Training Company or Aquanita (including legal costs on an indemnity basis) in attempting to recover any amount owing or to have any default remedied under this Agreement.
16. The Owner may not withhold payment of any moneys owing to the Training Company because of any dispute or claim.
17. Under no circumstances will the Owner have any claim for loss or otherwise against the Training Company as a consequence of the Training Company exercising any of its rights in this Agreement.

Representations and Warranties

18. The Owner acknowledges that the only warranties or representations upon which the Owner has relied in entering into this Agreement are those contained in this agreement.
19. To the extent permitted by law, all conditions and warranties (whether as to quality, fitness or otherwise) expressed or implied by statute, common law, equity, trade, custom, the racing industry or otherwise are expressly excluded.
20. The liability of the Training Company for breach of any warranty or express or implied condition of the Agreement, to the extent permitted by law, will be limited, at the option of the Training Company to supplying the services again or paying the cost of having the services provided again.

Exclusion from Liability

21. The Owner acknowledges that owning and racing horses is a risky activity that may result in injury to the Horse and therefore agrees that under no circumstances will the Training Company be liable for injury, loss or damage arising in any way from the provision of the Services by the Training Company or that of its employees, agents or otherwise and in particular the Training Company will not be liable for any indirect or consequential loss.

Miscellaneous

22. Any failure by the Training Company to insist upon observance by the Owner of any term of this Agreement will not be deemed a waiver of any subsequent breach.
23. If any of the terms of this Agreement are held to be invalid, void, unenforceable or illegal for any reason, this Agreement will otherwise remain in full force and effect apart from such provision which will be deemed to be deleted or modified to overcome that objection.
24. Variations of the Agreement will be effective only if agreed to by the Training Company in writing.
25. The Agreement will be governed by and construed in accordance with the laws of the State of Victoria and Australia and the parties submit to the jurisdiction of the Victorian and Australian courts.