

# **Agreement to train a Racehorse**

**New Zealand Trainers' Association  
Incorporated**

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This **Agreement to train a Racehorse** is made on

2016

**between** (1) \_\_\_\_\_ **(Owner)**

**and** (2) \_\_\_\_\_ **(Trainer)**

## It is agreed

### 1. Interpretation

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Unless the context requires otherwise, words and phrases defined in the New Zealand Rules of Racing (the **Rules**) are to have the same meaning when used in this Agreement as they have under the Rules and:

**“Agreement”** means this agreement including the Schedules to it;

**“Basic Training Fee”** means the basic training fee set out in Schedule 2 to this Agreement, as increased or varied from time to time in accordance with this Agreement;

**“Date of Entry to the Stable”** means the date on which the Horse is first delivered to the Trainer for training pursuant to this Agreement;

**“Commission Period”** means the period commencing on the Date of Entry to the Stable (including periods when the Horse is spelled from training) and ending on the later of:

- (a) the date this Agreement terminates in accordance with clause 13 of this Agreement;
- (b) the date that is one month after the date on which a person other than the Trainer starts training the Horse for racing purposes; or
- (c) the date on which the Horse first starts in a trial or race after this Agreement terminates;

**“Horse”** means the racehorse described in Schedule 1 to this Agreement;

**“Owner”** means the person, persons or entities named in Schedule 2 to this Agreement and every other person or entity that has a racing interest in the Horse (whether as owner or lessee) while this Agreement remains in force and where appropriate means each such person or entity individually and includes the successors, executors, administrators or personal representatives of any such person or entity;

**“Owner’s Property”** means the property, if any, specified as such in Schedule 2 to this Agreement;

**“Trainer”** means the trainer or trainers named in Schedule 2 to this Agreement.

## 2. Trainer's obligations

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- 2.1 From the Date of Entry to the Stable, the Trainer will:
- (a) exercise, prepare and train the Horse for racing;
  - (b) provide the Horse with suitable stabling or paddock accommodation;
  - (c) keep the Horse in good and proper condition including feeding the Horse with such feed as is ordinarily given to racehorses in training;
  - (d) enter and start the Horse in trials and races in New Zealand (and, where appropriate, in other countries) in accordance with an appropriate programme that takes into account the Horse's ability and fitness with the object of winning races; and
  - (e) at the cost of the Owner, engage such qualified veterinarians, farriers, horse dentists, chiropractors, horse masseuses or other suitably qualified persons as the Trainer reasonably considers necessary or advisable to attend and treat the Horse (including obtaining tests, if necessary, to determine the cause of poor performance) and may administer or arrange, in consultation with the Owner, such other therapy or treatment for the Horse as may reasonably be required to prepare the Horse for racing.
- 2.2 The Horse is to be trained by the Trainer personally or, in the Trainer's short-term absence, by the Trainer's designated foreman.
- 2.3 The Trainer is to take reasonable care to prevent the Horse suffering any accident, injury or illness. If the Horse has an accident or incurs or suffers any injury or illness while in training or spelling with the Trainer, the Trainer must notify the Owner of the accident, injury or illness as soon as is reasonably practicable and arrange, at the cost of the Owner, for such veterinary or other care and treatment for the Horse as may be required. Any veterinary or other reports (including the results of any scans, x-rays or tests) obtained by the Trainer shall be made available to Owner upon request.
- 2.4 The Trainer shall keep and maintain the Owner's Property, including the Owner's colours (if any), in the same condition as that in which it was delivered to the Trainer, fair wear and tear excepted. Unless agreed otherwise by the Owner, the Horse is to race in the Owner's registered colours (if any).
- 2.5 The Trainer must:
- (a) keep the Owner fully informed of the Horse's progress, health and racing programme and in any event must report to the Owner regarding the same at least once every two weeks; and
  - (b) provide the Owner with a detailed statement of account each month setting out the Basic Training Fee and any other costs and expenses payable by the Owner for that month and, if requested, copies of all invoices paid or payable by the Owner since the last statement.

- 2.6 Notwithstanding clause 2.1(d), the Trainer must not enter the Horse for any:
- (a) trials or races outside New Zealand; or
  - (b) race or trial if the race or trial is a jumping event, or if it is within New Zealand, involves inter-island travel,
- without the prior consent of the Owner.
- 2.7 The Trainer must permit the Owner and the Owner's invitees to visit the Trainer's stables to inspect the Horse on reasonable notice and at reasonable times.
- 2.8 If the Horse is a colt, it must not to be gelded without the express consent of the Owner. The Owner must be given a reasonable period of time to consult with such persons as the Owner considers reasonably necessary before being required to give its consent to the Horse being gelded.
- 2.9 While in training, the Horse must be kept at the Trainer's stable specified in Schedule 2 to this Agreement unless the Owner agrees otherwise.
- 2.10 The Trainer (or, in the Trainer's short-term absence, the Trainer's designated or foreman) may:
- (a) nominate, enter, accept, withdraw and scratch the Horse for any race or trial in New Zealand; and
  - (b) engage, declare and instruct jockeys or apprentice jockeys to ride the Horse in any such trial and race,
- at the Trainer's discretion provided the Trainer has consulted with the Owner before doing so where it is reasonably practicable to do so.
- 2.11 The Trainer must comply with the Rules at all times.
- 2.12 The Trainer must obtain the approval of the Owner before incurring any charges, costs or fees for an amount in excess of \$\_\_\_\_\_ (insert agreed amount) for any particular matter or item of expenditure.

### **3. Owner's obligations**

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3.1 The Owner must pay the Basic Training Fee to the Trainer.

3.2 In addition to paying the Basic Training Fee, the Owner must pay:

- (a) all charges and costs incurred by the Trainer for any additional gear for the Horse, and for any dietary additives, feed supplements and medicines and tonics, that the Trainer considers reasonably necessary;
- (b) all costs and charges for and incidental to the transportation of the Horse;
- (c) all costs and charges of any specialist, veterinarian, farrier, horse dentist, chiropractor, horse masseuse or other person who the Trainer reasonably considers need to inspect, check or treat the Horse;
- (d) the costs of any attendants or strappers on raceday; and
- (e) all fees charged by any Racing club or otherwise payable in respect of the Horse to any person or organisation pursuant to the Rules including jockeys' fees,

in each case plus GST (if any) provided that all such costs, charges and fees are clearly itemised in the Trainer's statement of account or invoice for the relevant month.

3.3 The Basic Training Fee for each month and all other additional costs, charges and fees of the type referred to in clause 2.2 that have been met by the Trainer are required to be paid by the Owner to the Trainer by the 20th day of the month following the date of the Trainer's statement of account or invoice for the same.

3.4 The Owner must notify the Trainer in writing immediately if there is any change in the ownership of, or any new joint interest is created in, the Horse and provide the Trainer with the full name, address and telephone numbers of any such new Owner, part-Owner or lessee. The Owner must ensure that every new Owner or lessee of the Horse is made aware of the terms and conditions of this Agreement and agrees to be bound by this Agreement as fully and completely as if they were an original party to it.

3.5 The Owner must notify the Trainer of any change in the postal address and/or telephone, fax or mobile number and/or email address of the Owner set out in Schedule 2 to this Agreement.

### **4. Entitlement to percentage of stakes**

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The Trainer is entitled to be paid such percentage as may be prescribed under the Rules (or, if no such percentage is prescribed, 10 per cent) of the gross amount of all stakes won by the Horse while it is being trained by the Trainer (excluding any bonuses, trophies, prizes and the value of any awards or rights) plus Goods and Services Tax, if any. (For the avoidance of doubt, this clause applies to any stakes won by the Horse outside New Zealand while trained by the Trainer unless the rules of racing of the relevant jurisdiction prescribe otherwise.)

## 5. Spelling and Pre-Training

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- 5.1 The Horse is to spell, at the Owner's expense, at such property as the Owner determines in consultation with the Trainer. Unless the Horse spells at the Trainer's stable or at some other property owned or leased by the Trainer, the Owner will be solely responsible for the proper stabling and/or paddock accommodation, and the well-being and care, of the Horse while spelling.
- 5.2 The Trainer's obligations in respect of the Horse under clause 2 of this Agreement will be suspended while the Horse is spelling. If the Horse spells at the Trainer's stable or some other property owned or occupied by the Trainer, the Trainer will remain responsible for the proper stabling and/or paddock accommodation, and the well-being and care, of the Horse.
- 5.3 The Trainer may, with the Owner's approval and at the cost of the Owner, arrange for the Horse to undergo a programme of pre-training before entering or re-entering the Trainer's stable after a spell.

## 6. Sale of Horse

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If the Owner sells the Horse to a third party during the Commission Period, the Owner must pay to the Trainer such sum as is equal to ten percent (10%) of the sale price plus Goods and Services Tax, if applicable.

## 7. Agreement binding on Owner

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The terms and conditions of this Agreement bind all Owners, whether or not they were Owners at the date of this Agreement.

## 8. Racing Manager

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- 8.1 If:
- (a) the Horse is required to have a Racing Manager, the Owner must ensure that full details of the Racing Manager are set out in Schedule 2 to this Agreement; or
  - (b) the Horse is not required to have a Racing Manager as at the date of this Agreement but a Racing Manager is subsequently required, the Owner must notify the Trainer in writing of the full name, postal address and telephone number of the Racing Manager.
- 8.2 If there is a change in the Racing Manager of the Horse, the Owner must notify the Trainer, in writing, as soon as is practicable, of the full name, postal address, telephone number and email address of the new Racing Manager.
- 8.3 If there is a Racing Manager for the Horse:
- (a) the Trainer:
    - (i) is only required to report or give notices to and consult with; and
    - (ii) is entitled to act on any consent or approval given by or any agreement of, the Racing Manager in respect of the Horse;

- (b) any agreement made between the Trainer and the Racing Manager concerning the racing and training of the Horse will be binding on all the Owners, whether or not they have actual knowledge of such any agreement;
- (c) any notice required to be given by the Owner to the Trainer under this Agreement will not be binding on the Trainer unless it is given by the Racing Manager; and
- (d) any agreement required to be made between the Trainer and the Owner under this Agreement will be binding on all of the Owners if it is made between the Trainer and the Racing Manager.

## 9. Liability and insurance

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- 9.1 Notwithstanding the Trainer's obligations under this Agreement, the Trainer is not liable for any injury to or illness suffered by, or any damage caused by, the Horse or for the death of the Horse unless the injury, illness, damage or death was caused by or results from the gross negligence of the Trainer or the Trainer's employees or agents.
- 9.2 The Trainer is not required to insure the Horse which at all times remains at the sole risk of the Owner. The Trainer is to advise the Owner of any changes to the training programme for the Horse (including, for example, schooling for jumping), or any other changes to the care of the Horse, which may affect any policy of insurance effected by the Owner in respect of the Horse.

## 10. Warranties

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- 10.1 The Owner represents and warrants that:
- (a) the details of the Horse and the Owner set out in Schedules 1 and 2 to this Agreement are true and correct in every particular; and
  - (b) the Horse is not, nor is any other Horse in which the Owner has an interest, subject to any restrictions imposed by the Rules; and
  - (c) no person other than the Owner has any interest in the ownership of the Horse or, where the Owner is the lessee of the Horse, any unregistered interest as lessee;
  - (d) the Owner is not disqualified or otherwise excluded from entering racecourses in New Zealand under the Rules or otherwise by New Zealand Thoroughbred Racing; and
  - (e) as at the Date of Entry to the Stable, the Horse:
    - (i) has not, to the best of the Owner's knowledge and belief, been administered or treated with any anabolic steroid, hormone or other substance of that nature that is a "Prohibited Substance" within the meaning of the Rules; and
    - (ii) will not be administered or treated with any such anabolic steroid, hormone or other substance of that nature while the Horse is spelling with, or under the control of, the Owner.
- 10.2 The Owner is to indemnify the Trainer from and against any claim or loss arising from the forfeiture of any stakes money won by the Horse, or the percentage of any such stakes money paid to the Trainer, arising from or caused by the disqualification or any act or omission of the Owner.



- 10.3 The Trainer represents and warrants to the Owner that the Trainer is a Licensed Trainer, or the holder of a Permit to Train validly issued, under the Rules.
- 10.4 The Trainer indemnifies, and is to keep indemnified, the Owner against any claim or loss arising from the forfeiture of any stakes money or any other penalties imposed on the Owner arising from the disqualification of the Trainer or any breach of the Rules by the Trainer that results in the disqualification of the Horse from any race or races.

## 11. Variation of Basic Training Fee

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The Trainer may increase or otherwise vary the Basic Training Fee by giving not less than one month's notice in writing to the Owner of the increase or change before it takes effect.

## 12. Right to payment

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- 12.1 If a payment required to be made by the Owner to the Trainer under this Agreement is not received by the Trainer by the due date, the Trainer is entitled to charge interest on the amount due, calculated on a daily basis, at such rate as is equal to the standard overdraft rate then being charged by the Trainer's bank plus 2%, until the amount is paid in full. The Trainer may, at its discretion, seek to recover under the Rules payment of any amount that remains unpaid by the Owner which the Owner acknowledges may result in the Owner being placed on the Unpaid Forfeit List.
- 12.2 If the Owner wishes to dispute any amount payable to the Trainer under this Agreement, the Owner must notify the Trainer within 14 days of receiving the relevant statement of account.
- 12.3 The Trainer has, in addition to any statutory, common law or other implied rights of lien, a general lien over the Horse and the Owner's Property (if any) for any fees, costs or charges which have not been paid in full by the Owner and may retain possession of the Horse and any such Owner's Property until all amounts owed to the Trainer by the Owner in respect of the Horse have been paid in full. If any amount payable to the Trainer has been outstanding for more than 90 days, the Trainer may, on giving the Owner not less than one month's notice in writing of the Trainer's intention to do so, offer the Horse for sale by public auction and apply the proceeds (after meeting the costs of sale) towards:
- (a) all unpaid amounts together with interest on them;
  - (b) the costs of upkeep of the Horse during the period prior to such sale; and
  - (c) all other costs and expenses of the sale.

The Trainer is to account to the Owner for any surplus after applying the sale proceeds in the manner set out above and on doing so will be discharged from any liabilities, whether under this Agreement or otherwise, in respect of any such sale.

- 12.4 The Owner irrevocably confers on the Trainer all necessary powers and authority to enable the Trainer to exercise the power of sale in respect of the Horse under clause 12.3 of this Agreement and to do and carry out all such acts as may be necessary for the purposes of the exercise by the Trainer of that power of sale including signing on behalf of the Owner any notices of change of ownership or other forms required to be signed under the Rules to effect the transfer of ownership of the Horse.
- 12.5 The Trainer is not entitled to any commission on a sale of the Horse under the procedures set out in clause 12.3 of this Agreement.

## 13. Termination

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- 13.1 This agreement may be terminated at any time by the Trainer or the Owner by giving not less than 10 days' written notice to the other.
- 13.2 This Agreement terminates immediately if:
- (a) the Horse dies or suffers any injury, damage or illness that prevents the Horse from being trained or racing; or
  - (b) the Horse is not in training for a period of nine consecutive months; or
  - (c) the Owner or any Owner becomes disqualified or excluded from entering racecourses in New Zealand under the Rules or otherwise by New Zealand Thoroughbred Racing; or
  - (d) the Trainer ceases to be a Licensed Trainer, or the holder of a Permit to Train, under the Rules.
- 13.3 If the Owner terminates this Agreement for the principal purpose of selling the Horse or the Horse is otherwise sold after the termination of this Agreement but before the expiry of the Commission Period, the Trainer will be entitled to receive the payment set out in clause 6.3 of this Agreement in respect of that sale and this Agreement is to be deemed to remain in full force and effect to the extent necessary to enable the Trainer to recover the commission payable under that clause notwithstanding that this Agreement has terminated.
- 13.4 If, at the time this Agreement terminates, the Horse or any of the Owner's Property is in the possession of the Trainer and the Owner has paid all amounts due to the Trainer under this Agreement, the Owner is entitled at its expense to take possession of the Horse and Owner's Property.
- 13.5 If, at the time this Agreement terminates, any sum payable by the Owner to the Trainer remains unpaid, the Trainer:
- (a) may refuse the Owner entry to the Trainer's stables, or any other property owned or occupied by the Trainer where the Horse is being kept; and
  - (b) clauses 12.3 to 12.5 (inclusive) of this Agreement are to remain in full force and effect notwithstanding that the Agreement has terminated.

## 14. Disputes and Governing Law

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- 14.1 Any dispute or difference arising out of or in connection with this Agreement or its interpretation (including, without limitation, any dispute or difference in relation to the rights or obligations of the parties under this Agreement or their performance or exercise of the same) is to be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the New Zealand Dispute Resolution Centre (NZDRC) for the time being in force.
- 14.2 This Agreement is governed by, and is to be construed in accordance with, the laws of New Zealand.

**Signed** by or on behalf of the Owner by:

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**Signed** by the Trainer by:

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## Schedule 1: The Horse

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Name (if named):

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Date of foaling:

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Sex:

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Colour:

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Sire:

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Dam:

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Date of registration under the New Zealand Rules  
of Racing:

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Distinguishing marks and brands:

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## Schedule 2: Contact Details

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### Part A: Owner and Owner's Contact Details

Full Name(s) of Owner(s): \_\_\_\_\_

Full Name of Racing Manager (if required): \_\_\_\_\_

Postal Address of Owner(s) or Racing Manager (as appropriate): \_\_\_\_\_

Telephone number of Owner(s) or Racing Manager (as appropriate): \_\_\_\_\_

Fax number of Owner(s) or Racing Manager (as appropriate): \_\_\_\_\_

Mobile number of Owner(s) or Racing Manager (as appropriate): \_\_\_\_\_

Email address of Owner(s) or Racing Manager (as appropriate): \_\_\_\_\_

### Owner's Property

The following gear remains the property of the Owner: \_\_\_\_\_

**Part B:  
Trainer and Trainer's Contact Details**

Full name(s) of Trainer(s): \_\_\_\_\_

Postal Address of Trainer: \_\_\_\_\_

Telephone Number of Trainer(s): \_\_\_\_\_

Fax number of Trainer(s): \_\_\_\_\_

Email address of Trainer(s): \_\_\_\_\_

Mobile number of Trainer(s): \_\_\_\_\_

GST number of Trainer(s): \_\_\_\_\_

Address of the Trainer's stables where the Horse is to be kept while in training : \_\_\_\_\_

Basic Training fee per day \$ \_\_\_\_\_ (plus GST)  
(The Basic Training Fee may be increased or varied under this Agreement.)

\_\_\_\_\_