

FEE: \$32.00

FORM: J



GREYHOUNDS QUEENSLAND LIMITED

Albion Park Raceway, Breakfast Creek 4010
PO Box 250, Albion 4010 Phone 3262 7800 Fax 3262 7809

GREYHOUND LEASING AGREEMENT

ALL DETAILS TO BE COMPLETED IN BLACK INK AND BLOCK LETTERS

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 Greyhounds Queensland Limited (hereinafter called "GQL") 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 Greyhound Racing Clubs 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 a greyhound controlling body, 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 GQL deems proper; and
 - (ii) provide all accommodation, kennelling, food, veterinary attention and clothing for the greyhound as GQL 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) GQL is to act as an independent expert, having regard only to its own knowledge and skill without resort to the parties; and
 - (ii) "GQL" includes its nominee in writing;(c) Nothing herein contained shall be construed as imposing on GQL 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 licenced Trainer being registered as such with GQL.
8. The Owner and Lessee agree that the greyhound will be raced in accordance with the rules of Racing approved by GQL 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 condition 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 the Authority or a registration authority approved by GQL (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 Greyhound naming and registration certificate to the Registrar of the greyhound controlling body where this agreement is registered within seven calendar days of such termination and thereupon deliver forthwith to the Owner or his nominee by him in writing the greyhound free of charge.
15. It is a condition of this agreement that at the date of the registration hereof with the greyhound controlling body the Owner and Lessee are both registered with the Authority.
16. Nothing herein contained shall be construed to form or be a 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 herein.
- (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 agreement 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	FULL NAME OF LESSOR/S	ADDRESS	LICENCE NUMBER
1			
2	FULL NAME OF LESSEE/S	ADDRESS	LICENCE NUMBER
3	GREYHOUND NAME:		EARBRAND:
4	DATE OF COMMENCEMENT OF LEASE:		
5	DATE OF EXPIRATION OF LEASE:		
6	RENTAL VALUE EXPRESSED AS PERCENTAGE OF THE GROSS VALUE OF ALL MONIES AND TROPHIES WON, EARNED OR AWARDED AND SUBJECT TO ANY SPECIAL TERMS AND CONDITIONS EXPRESSED ON THE REVERSE SIDE OF THIS SCHEDULE		%
7	PLACE AT WHICH RENTAL PAYMENTS ARE TO BE MADE: (give full postal address)		
8	ADDRESS OF KENNELING OF GREYHOUND		
SIGNATURE OF LESSOR/S _____ Dated: _____			
SIGNATURE OF LESSEE/S _____ Dated: _____			

OFFICE USE ONLY	Receipt No.	Certificate Posted:	Date Received:

The information collected on this form is for the purpose of providing a licence under the Racing Act 2002. This information may be passed to third parties with bona fide industry connections. Where an applicant does not consent to the disclosure of information to such third parties please contact the GQL in writing. Some personal information can be disclosed to agencies without consent where required by law.

