

TRAINER'S AGREEMENT

This document is provided by Greyhounds Queensland Limited as a service to licensees. Greyhounds Queensland Limited does not require licensees to enter into this Agreement. Greyhounds Queensland Limited is not a party to this agreement. Greyhounds Queensland Limited has no role in the conciliation or arbitration of any disputes arising from agreements made pursuant to this document (insofar as they concern matters between the parties to the agreement). Licensees should obtain independent legal advice before entering into such an agreement.

I.....of.....
(Trainer) (Address)

I.....of.....
(Owner) (Address)

Agree as follows: -

1. The Trainer will train the greyhound(s) set out in item 1 of Schedule A of this agreement in accordance with the terms of the Schedule and the following terms and conditions.
2. If no term is specified in Item 2 of the Schedule the Trainer will on receipt of written demand from the Owner forthwith return the greyhound(s) to the Owner.
3. If a dispute arises between the Owner and the Trainer then:
 - a) Either party may serve on the other a notice of dispute setting out the names of the parties, the name of the greyhound(s) concerned and briefly stating the matter(s) in dispute.
 - b) Such notice of dispute may be served either personally or by pre-paid registered post to the address of the other party appearing above.
4. The Trainer shall from time to time when required by the Owner, provide the Owner with a statement of all moneys received and/or paid to him pursuant to the terms of this agreement and shall retain and produce to the Owner for inspection when required by the Owner, receipts for all payments.
5. The trainer will at all times during the continuance of this agreement; -
 - a) Properly and skillfully train the greyhound(s) for racing purposes and provide all proper accommodation, kenneling, food and clothing for the greyhound(s).
 - b) In the event of the greyhound(s) being injured or becoming ill forthwith will notify the Owner and provide such proper treatment as the circumstances warrant.
 - c) Keep and maintain the greyhound(s) in good condition (whether actually racing or otherwise) and in the charge and care of careful, sober and competent attendants.
 - d) At all times nominate and race the greyhound(s) in the name of the Trainer and the Owner and in the names of no other persons.
 - e) Permit the Owner, his servants and agents with or without a Veterinary Surgeon at all reasonable times to enter the premises of the Trainer in which the greyhound(s) may be and to inspect the state and condition of the greyhound(s).
 - f) Take all reasonable precautions to prevent the greyhound(s) from being injured, becoming ill, lost or destroyed provided nevertheless that the Trainer shall not be liable to the Owner for any damage caused by reason of the injury, illness, destruction or loss occurred because of the neglect or default of the Trainer or his servant or agent.
 - g) At the expiration or earlier determination of this agreement deliver to the Owner at the address stated in this agreement or at such other place as may be agreed, free of all expense, the said greyhound(s) in good condition and such delivery shall be made under the care of a competent person and (subject to Paragraph 3(a) hereof) upon delivery the Trainer shall deliver to the Owner the Registration Certificate issued in respect of the greyhound(s) or such one or more of them as has been delivered to the Owner.
 - h) Not permit the greyhound(s) to be used for any purpose other than that of flat racing and training or trialling for flat racing and in particular will not without the prior written consent of the Owner, train for or race or train the greyhound(s) in or for any hurdle race or train and greyhound(s) over jumps of any kind whatsoever.
 - i) Not race or suffer or permit to be raced the greyhound(s) at any unregistered meeting.
 - j) Not suffer or permit any act, matter or thing, which may result in the greyhound(s) being liable to disqualification.
 - k) Not take or remove the greyhound(s) out of the State without the written permission of the Owner.
 - l) Not assign or sub-let this agreement without the written consent of the Owner and then only in accordance with such club rules or rules of GQL as may be applicable at the time.
6.
 - a) If the Trainer fails to duly and punctually pay any moneys payable by him pursuant to the terms of Schedule "A" or if the greyhound(s) be disqualified for any reason other than fighting or failure to pursue or if the Trainer shall for any reason cease to be registered with GQL as a Trainer, or die or be declared bankrupt or if he be convicted of any offence punishable with imprisonment then in any of such cases the Owner or his duly appointed agent, may without the necessity of making any formal or other demand, retake and recover possession of the greyhound(s) and thereupon this agreement shall cease and determine but without prejudice to any remedy for the recovery of any moneys which may have become due under this agreement or any damages for the breach of this agreement.

- b) In addition to and without prejudice to the provisions of paragraph (a) if the Trainer shall at any time be disqualified by GQL or any club registered with GQL this agreement shall thereupon be determined and the greyhound(s) shall be returned and delivered to the Owner by the Trainer together with the Registration Certificate(s) as herein before provided but this clause shall only apply to disqualifications for a period exceeding one month.
 - c) In the event of determination of this agreement pursuant to the provisions of paragraphs (a) and (b) of this clause or clause 3 hereof, the Trainer shall forthwith execute all documents as may be necessary.
7. The greyhound(s) shall at all times be raced in accordance with the provisions of GQL and club rules for the time being in force and this agreement shall be read and construed as subject to such rules in all respects and the Owner and Trainer acknowledge themselves and agree to be bound by the said rules in force from time to time.
 8. In the event of the Trainer delivering the greyhound(s) to the Owner's address as provided by Paragraph 2 of the Schedule hereto and if upon delivery the Owner is not present and there is no person present at that address who is prepared to take delivery of the greyhound(s) on behalf of the Owner, the Trainer shall retain possession of the greyhound(s) and care for the greyhound(s) in accordance with the terms of this agreement but may give the Owner notice at the address stated in this agreement and at the owner's last known address or last address as registered with GQL that unless the Owner makes proper arrangement for collection of the greyhound(s) within 14 days from the date of posting or personal delivery of the notice the Trainer may either destroy the greyhound(s) or sell the greyhound(s) and if the greyhound(s) be sold the Owner hereby appoints the Trainer his attorney for the purpose of executing an authority for transfer of the greyhound(s) provided:-
 - a) That the Trainer shall account to the Owner for the proceeds of sale when the Owner so requires:
 - b) That this clause shall not prevent the owner claiming damages in the event that the greyhound(s) have been sold at undervalue or destroyed unnecessarily.
 9. Any notice required to be given under this agreement shall be in writing and may be delivered personally or sent by prepaid registered post.

SCHEDULE "A" TO TRAINER'S AGREEMENT

1. The name of the greyhound(s) the subject of the Trainer's Agreement.

2. The Training Agreement shall be in force from theday of.....20.....
 Until theday of.....20.....

OR

This Training Agreement may be terminated by the Owner at any time upon delivery of written demand signed by the Owner directed to the Trainer for the return of the greyhound(s) or by the Trainer by delivering the greyhound(s) to the Owner at the address stated in the agreement after giving the Owner seven (7) days written notice.

3. The Trainer shall receive the sum of \$.....per week as training fees for each of the greyhound(s) specified in (1) above.
4. The Trainer shall receive.....% of the prize money.
5. The Owner/Trainer shall receive any prize or trophy other than money. (Delete whichever does not apply)
6. The Trainer shall pay.....% of the sweepstake nomination fees.
7. The Trainer shall receive.....% of sweepstake moneys awarded.
8. The Trainer shall pay the following expenses from time to time.

9. The Owner shall pay the following expenses from time to time.

10. The Owner/Trainer shall pay veterinary fees (Delete whichever does not apply).

Dated the day of..... 20.....

Signature of OwnerWitness

Signature of Trainer.....Witness