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SAMPLE TRAINING AGREEMENT

1. Definitions

“Horse” means the horse registered with the Registrar of Racehorses as

“Trainer” means _____ who operates a business which trains race horses.

“Owner” means any person listed in Schedule 1 of this Agreement who pass the Horse to the Trainer to train and may be read as the singular or plural if the context requires.

“Managing Owner” is the managing owner of the Horse under the Rules of Racing.

2. Application to multiple owners

2.1 Where more than one person is listed in Schedule 1 of this Agreement the obligations of the Owners under this Agreement shall bind each of those persons jointly and severally.

3. Rights and Obligations of the Trainer

3.1 The Trainer shall train, stable, feed, exercise and arrange for proper treatment for the Horse in such a manner as is reasonable in all the circumstances for a daily fee of \$_____ (training fee).

3.2 The training fee may be varied by the Trainer from time to time provided the Managing Owner is given no less than 30 days’ notice of the variation.

3.3 The Trainer shall, after consultation with the Managing Owner, have the right to nominate, enter, accept or withdraw the Horse for or from any race or trial he thinks fit unless he has received clear instructions from the Managing Owner to the contrary.

3.4 Subject to clauses 4.2, 4.3 and 4.4 the Trainer has the right to engage when necessary the services of a veterinarian, farrier, horse dentist, chiropractor, or other person to attend to the horse and the full cost the reof shall be borne by the Owner(s).

3.5 The Trainer shall, after consultation with the Managing Owner, engage or employ and provide instructions to the race jockey, unless he has received clear instructions from the Managing Owner that another jockey should be engaged, or that other instructions should be given.

3.6 The Trainer shall report to the Managing Owner at least once every two weeks, unless otherwise agreed, as to the welfare and progress of the horse and promptly inform the Managing Owner of any significant injury to the horse.

- 3.7 Whenever so requested by the Owner or any Owner, the Trainer will forthwith notify the Owner of the whereabouts of the Horse.
- 3.8 The Trainer shall permit the Owner or any Owner and anyone authorized by her/him to visit and inspect the horse at the Trainer's stables on reasonable notice and at reasonable times.
- 3.9 The Trainer shall not be liable for any damage to the Horse or any resulting loss to the Owner or any Owner whether direct or indirect or consequential or otherwise, however caused unless such loss is due to the proven negligence of the Trainer or his staff, employees, contractors or agents or to a breach of the terms of this Agreement.

4. Costs in addition to training fee

- 4.1 Subject to clauses 4.2, 4.3 and 4.4, the Owner(s) shall be liable for the reasonable costs incurred by the Trainer in connection with the training, maintenance, welfare, exercising, feeding, stabling, running, freighting or agisting of the Horse, including but not limited to the costs of gear, additives and treatments.
- 4.2 All costs additional to the training fee must be particularized in the Trainer's account.
- 4.3 The Trainer must produce invoices or receipts of any costs additional to the training fee immediately upon the request of the Owner or any Owner.
- 4.4 The Trainer must obtain the approval of the Managing Owner before incurring any cost exceeding \$ _____, save where it is not reasonably practicable to do so.
- 4.5 The Owner(s) shall be liable for all race day fees including the additional allowances as set out in any Industrial Agreement or Award relating to attendants or strappers.
- 4.6 The Owner(s) shall be liable for all additional costs occasioned by the Horse being trained or transported away from the Trainer's usual address. In the event of a Trainer having more than one horse away from his usual address, then and in that event, the Trainer shall pro rata against other owners the additional costs so incurred.
- 4.7 In addition to the training fee and costs payable to the Trainer under this clause 4, the Trainer shall be entitled to receive 10% of the actual stakes earned by the Horse, excluding bonuses and/or incentives, unless such bonuses are specifically identified as a Trainer's bonus.
- 4.8 Any "slings" or other bonuses shall only be charged to the Owner(s) with prior approval.

5. Payment

- 5.1 The Trainer shall invoice the training fees and other charges payable by the Owner(s) monthly in arrears.
- 5.2 All monies due to the Trainer are to be paid within 30 days of the issuing of an invoice.
- 5.3 If the Owner(s) default in payment by the due date of any amount payable to the Trainer, then the Trainer has the right to:
 - a) charge interest at _____ % on the sum due, from the period of the due date to the date of payment in full;
 - b) charge the Owner(s) for all reasonable expenses and costs incurred by the Trainer in recovering the sum due;
- 5.4 If the Owner or any Owner disputes the amount payable under the invoice, the Owner must notify the Trainer within 14 days of receipt.
- 5.5 For the purposes of GST, a tax invoice will be provided to the Owner(s) within 7 days of full payment in cleared funds being received by the Trainer.
- 5.6 Each amount specified as payable by the Owner(s) to the Trainer under any Contract or Agreement is expressed net of GST. In addition to the amount payable, the Owner(s) must therefore pay to the Trainer on demand, the GST payable by the Trainer in respect of that amount.

6. Removal of horse

- 6.1 Subject to clause 7 of this Agreement, the Managing Owner may give the Trainer notice that the horse is to be removed from the Trainer's care and on the payment of all outstanding training fees and other charges due to the Trainer, the Owner(s) shall at his/her own expense, remove the Horse from the Trainer's yard.
- 6.2 The Trainer's right to a percentage of stakes provided by clause 4.7 shall continue for a period of two weeks after the Horse is transferred to another Trainer's stable.

7. Trainer's lien

- 7.1 The Owner acknowledges and agrees that:
 - a) the trainer has a right of lien over the Horse in respect of training fees and other expenses;
 - b) without in any way limiting this right, and in addition to the rights under clause 5.3, if the Owner(s) defaults in payment by the due date of any amount payable to the Trainer, then the Trainer has the right to retain possession of the horse until all training fees are paid;
 - c) where the lien is not discharged, the trainer has a power of sale over the Horse exercisable in accordance with clause 8.

8. Power of Sale

- 8.1 Where any invoice of the Trainer remains unpaid for a period of 60 days (wholly or in part) from the date of receipt of the invoice, the Trainer may give notice to the Managing Owner in writing of the Trainer's intention to enforce his power of sale with respect to the Horse.
- 8.2 Where such invoice has not been fully paid (with interest where due) within 14 days of notice being given, the Trainer may sell the Horse as agent for the Owner(s) by public auction and apply proceeds of the sale thereof (after deduction of commissions etc. directly associated therewith):
 - a) firstly against the outstanding amount of any invoice in relation to the Horse with any interest thereon;
 - b) secondly against the reasonable costs of the Trainer associated with the sale and the detainment of the Horse under the lien; and
 - c) with the balance, if any, to be paid by the Trainer to the Owner(s) or as the Managing Owner directs.
- 8.3 The Owner(s) irrevocably appoints the Trainer as his/her attorney for the purposes of the exercise of the power of sale under this clause 8 and agrees to do all such acts as may be required by the Trainer and to sign all documents necessary to ensure that the Trainer may exercise the power of sale under this clause including any documents required to be signed under the Rules of Racing.
- 8.4 The Trainer acknowledges the Owner's(s) right to damages if the power of sale is incorrectly exercised.

9. Insurance

- 9.1 The Managing Owner shall at all times advise the Trainer of any insurance policies affecting the Horse and, if so requested by the Trainer, shall produce to the Trainer evidence of such insurance.
- 9.2 In the event of any incident occurring to the Horse which may require the Owner(s) to give notice of that incident to the insurance company, the Trainer shall forthwith advise the Managing Owner of such incident.

10. Severance

If all or any part of a terms of this Agreement is judged invalid or deemed unenforceable, it will be deemed deleted and will not affect the validity or enforceability of the remaining provisions.

11. Jurisdiction

This Agreement will be governed by the laws of Victoria.

DATED

SIGNED for and on behalf of **the**)
Owner(s) by)

)

.....

Witness
Name (printed):

Name (printed):

SIGNED by the Trainer:)

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Witness
Name (printed):

Trainer
Name (printed):

SCHEDULE 1

	Name	Address
1.		
2.		
3.		
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