

Leases shall be registered with the Queensland Racing Integrity Commission (QRIC) subject to the Australian Rules of Harness Racing:

HRA Rule 109. (1) Within 7 days of entering into a lease or prior to the horse next racing whichever is the earlier the lessee shall lodge a notification of the lease with the Controlling Body. (2) Notification shall be made in the manner and form and be accompanied by such documentation, information and fees as the Controlling Body may determine. (3) The Controlling Body may register or refuse to register the notification. (4) The lease becomes effective on registration of the notification by the Controlling Body. (5) The Controlling Body may cancel the registration of the notification and the lease thereupon becomes ineffective.

HRA Rule 110. (1) If the term of a notified lease is extended or if a notified lease is surrendered, or otherwise terminated before the conclusion of its term, the lessor or the lessee shall within 7 days of the event occurring or prior to the horse next racing whichever is earlier notify the Controlling Body. (2) Notification shall be made in the manner and form and be accompanied by such documentation, information and fees as the Controlling Body may determine. (3) An event described in sub rule (1) becomes effective when approval thereto is given by the Controlling Body. 110A. Notification of surrender or other termination of a lease shall be made on form R110-A. (2) Notification of extension of lease shall be made on form R109-A.

HRA Rule 112. (1) A person who fails to comply with a provision of rule 109 or rule 110 or rule 111 is guilty of an offence. (2) Where an offence is committed under rule 109 or rule 110 or rule 111 the Controlling Body may take such action with regard to the horse concerned in the offence and take such action with regard to the registration of the ownership in the horse as it may determine. (3) The Controlling Body may register or cancel the registration of notification of a lease, or approve an event of the type described in sub rule 110 (1) or register or cancel the registration of a change in the ownership of a horse, on the basis of such documentation or information as it considers suitable and notwithstanding the failure of any person to comply with a provision of rule 109 or rule 110 or rule 111.

HRA Rule 262. (1) The lease of a disqualified lessee becomes void at disqualification and a horse subject to the lease must be returned to the owner within 14 days thereof unless otherwise determined by the Controlling Body. (2) A person who fails to return a horse as required by sub rule (1) is guilty of an offence.

HRA Rule 263. (1) If a disqualified lessee is not sole lessee that person's interest in the lease becomes void at disqualification and the persons with continuing legal interests in the matter shall submit a proposal to the Controlling Body for the regulation of those interests. (2) Pending the Controlling Body's approval of a proposal, it may make such determination concerning the nomination and start in a race of a horse affected, or likely to be affected, by the proposal as it sees fit.

HRA Rule 264. If the lessor of a horse is disqualified such lessor unless the Controlling Body otherwise determines shall not receive or be paid or be entitled to recover from any club or Controlling Body any stake and the lessee shall pay to the Controlling Body any part of the stake to which such lessor would have been entitled by virtue of any agreement between the lessor and the lessee of the horse.

General information and instructions

A Lease is a legally binding contractual agreement between two parties – the Lessor and the Lessee.

The Lessor is the owner of the horse in question and the Lessee is taking contractual rights from the Lessor to race the horse.

Points to remember:

- As this Lease is a legal contract between the parties concerned should any disagreements arise, legal advice must be obtained.
- Please ensure that all details are correct and the form is completed in full.
- Any changes to contact details must be reported in writing immediately to the QRIC.
- The horse must not be entered for a race until the Lease is endorsed by the QRIC.
- If there is any change to the ownership – whether to the Lessors or to the Lessees – after this Lease agreement has been lodged, then the current Lease must be cancelled and a new Lease agreement completed.

***** Pay the application fee as per the current fee schedule:

<https://www.qric.qld.gov.au/licensing-and-ownership/schedule-of-fees-and-charges/>

HOW TO PAY

QRIC provides credit card payment through BPoint, an easy and secure online payment portal. Refer to the payment options on our website for details on how to make payment.

<https://www.qric.qld.gov.au/payment-options/>

QRIC/2016/2850V1.03

Refer to the Commission's privacy policy on our website.

Queensland Racing Integrity Commission
ABN: 64 838 583 571
PO Box 15666
CITY EAST QLD 4002

Phone: 1300 087 021
Email: licensing@qric.qld.gov.au
Website: www.qric.qld.gov.au

Office Hours: 8:30am to
4:00pm, Mon-Fri
Closed public holidays

(Harness)

Notification of a Lease

R109-A

Name of Horse, or if un-named, breeding and year of foaling:

This agreement made on the / / 20 between the following person/s hereinafter called the Lessor/s (owner/s of the horse) and the Lessee/s (person/s leasing the horse).

The Lessor shall lease the horse to the Lessee for a period:

Commencing On: / / 20

Expiring On: / / 20

At a rental of % per cent of the **GROSS / NET** value (~~strike out whichever is not applicable~~), including the amount (if any) of GST payable by the Lessee in respect of the prize money during the said term.

Please show any additional requirements hereunder as SPECIAL CLAUSES:

All Lessor/s please sign below to indicate that all conditions in this lease including any Special Clauses are hereby agreed to:

LESSOR/S (Owner/s)			
Name	Signature	Name	Signature
Lessor 1		Lessor 6	
Lessor 2		Lessor 7	
Lessor 3		Lessor 8	
Lessor 4		Lessor 9	
Lessor 5		Lessor 10	

QRIC/2016/2850 V1.03

Refer to the Commission's privacy policy on our website.

Queensland Racing Integrity Commission
ABN: 64 838 583 571
PO Box 15666
CITY EAST QLD 4002

Phone: 1300 087 021
Email: licensing@qric.qld.gov.au
Website: www.qric.qld.gov.au

Office Hours: 8:30am to
4:00pm, Mon-Fri
Closed public holidays



Name of Horse, or if un-named, breeding and year of foaling:

All Lessee/s to complete their details in full below:

LESSEES				
SURNAME (please use block letters)	FULL GIVEN NAMES	D.O.B.	RESIDENTIAL ADDRESS (including postcode)	TELEPHONE
Lessee 1				
Lessee 2				
Lessee 3				
Lessee 4				
Lessee 5				
Lessee 6				
Lessee 7				
Lessee 8				
Lessee 9				
Lessee 10				

The Lessor has agreed to lease the Horse to the Lessee upon the terms set out hereunder:

1. Subject to the foregoing provisions the Lessee shall, during the lease, have absolute discretion and control in and over all matters connected with the training of the said horse and with the nomination and acceptance of the said horse for races including declaring forfeit or scratching it in all or any of the engagements of the horse.
2. The Lessee shall not do, permit or suffer any act or thing where by the said horse may be liable for disqualification in any manner whatsoever
3. The Lessee shall, at the termination of this lease or any extension thereof, return the said horse to the Lessor at his address as above set out or such other address as is mutually agreed upon by all the parties. Unless otherwise mutually agreed upon by the parties all costs and expenses incurred in returning the said horse to the Lessor shall be borne by the Lessee.
4. The Lessee at his own expense shall provide all necessary veterinary surgeon's attendance and medicine for the said horse.

QRIC/2016/2850 V1.03	Refer to the Commission's privacy policy on our website.
Queensland Racing Integrity Commission ABN: 64 838 583 571 PO Box 15666 CITY EAST QLD 4002	Phone: 1300 087 021 Email: licensing@qric.qld.gov.au Website: www.qric.qld.gov.au
	Office Hours: 8:30am to 4:00pm, Mon-Fri Closed public holidays

5. The Lessee will duly and punctually observe and perform the rules, decisions and directions of the Queensland Racing Integrity Commission (the QRIC) or other affiliated Controlling Bodies.
6. The Lessor or his agent either with or without a veterinary surgeon or surgeons shall have full liberty at all reasonable time to inspect the said horse and any stable or other premises in which it may be kept and for such purpose to enter into and upon the premises where such horse may then be.
7. The Lessee shall use every reasonable precaution to prevent the said horse from being injured or destroyed PROVIDED ALWAYS that the Lessee shall not be liable to the Lessor for damage owing to injury to or destruction of the said horse unless such injury or destruction shall have occurred through the neglect or default of the Lessee or his/her employees or agents.
8. The Lessee shall pay to the Lessor as and by way of rent for the said horse the sum agreed on page 2 of this Lease, which the said horse may from time to time win during the continuance of this lease or any extension thereof.
9. All monies payable to the Lessor herein shall be paid to the Lessor at his residence or to his order within 28 days after the date fixed for payment of the stakes by the QRIC or other affiliated Controlling Bodies.
10. If the lessor of a horse is disqualified such lessor unless the Controlling Body otherwise determines shall not receive or be paid or be entitled to recover from any club or Controlling Body any stake and the lessee shall pay to the Controlling Body any part of the stake to which such lessor would have been entitled by virtue of any agreement between the lessor and the lessee of the horse.
11. QBred bonuses are not prizemoney. All bonuses shall be paid to the Lessee.
12. Unless otherwise expressed in writing by the Lessor/s there shall be no restriction on the racing of this horse at any interstate or overseas venue.
13. The right of the Lessor to take possession of the horse in the event of disqualification shall not be enforceable pending the hearing of any appeal by the Lessee against disqualification.
14. Where there is a dispute existing between the parties to a lease, the QRIC shall not cancel any lease unless all existing parties sign their consent in writing to the QRIC.
15. The QRIC shall not attempt to resolve the legal rights of the parties in any dispute relating to a lease.
16. The Lessee may terminate this Agreement at any time upon giving fourteen days notice in writing to the Lessor of his intention so to do and upon returning and delivering the said leased horse in such state and condition as aforesaid free of expense to the Lessor in the same manner as provided for in Clause 3 hereof and upon paying to the Lessor the amount of any forfeit for which he may be liable in respect to the horse so returned as aforesaid.

I/We declare that the names of the Lessee/s appearing on this agreement are a true and accurate disclosure of all interested persons. It is hereby declared that the Lessee/s are over the age of 18 years:

SIGNATURE/S OF LESSEE/S

Signature:
Signature:
Signature:
Signature:
Signature:

Signature:
Signature:
Signature:
Signature:
Signature:

QRIC/2016/2850 V1.03

Refer to the Commission's privacy policy on our website.

Queensland Racing Integrity Commission
 ABN: 64 838 583 571
 PO Box 15666
 CITY EAST QLD 4002

Phone: 1300 087 021
 Email: licensing@qric.qld.gov.au
 Website: www.qric.qld.gov.au

Office Hours: 8:30am to
 4:00pm, Mon-Fri
 Closed public holidays