



- 1 THE Lessee shall do all that is reasonably necessary to keep the horse in sound health and condition.
- 2 THE Lessee shall train, maintain and shoe the said horse at his own expense and will also provide at his own expense any veterinary attention required for the said horse and will also pay all nominations and acceptance fees or other racing fees payable on the said horse and also all travelling and other expenses incurred in connection with training or racing the said horse.
- 3 THE Lessee shall have the right of nomination acceptance and withdrawal of the said horse for or from any race and will make all reasonable endeavours to race the said horse but will not over-race him.
- 4 THE Lessee shall pay to the Lessor the percentage of stakes earned by the said horse during the said period immediately on receipt of the same by the Lessee from the Harness Racing Club at whose meeting the said horse has earned a stake.
- 5 THE Lessee shall not without the previous written consent of the Lessor assign his right or interest in the said horse under this agreement or under-lease him or part with the possession of the said horse.
- 6 THE Lessee may terminate this agreement at any time by handing over the said horse to the Lessor after having given the Lessor at least one week's notice in writing of the Lessee's intention to so terminate this agreement and notice thereof shall forthwith be given by both parties to the General Manager of Harness Racing New Zealand pursuant to the provisions of Rule 428.
- 7 IF the Lessee shall become bankrupt or if judgement shall be entered or execution issued against him or his estate or if he shall make default in observing or performing any of the agreements on his part herein contained the Lessor his servants or agents may retake possession of the said horse and thereby determine the estate of the Lessee therein but without releasing him from liability in respect of rent accrued due or for damages for the breach or non-observance of such agreement up to the time of such retaking of possession and notice therefore shall forthwith be given by both parties to the General Manager of Harness Racing New Zealand pursuant to the provision of Rule 428.
- 8 IF any dispute shall arise between the parties in relation to this agreement or any matter arising out of the agreement including the interpretation thereof the same shall be referred to the arbitration of two independent persons one to be nominated by each party or in the event of difference between such arbitrators by their umpire to be appointed by them before entering on the burden of the arbitration and the award of such arbitrators or umpire as the case may be shall be final and conclusive between the parties and notification by the Arbitrators or their Umpire of the decision shall forthwith be given to the General Manager of Harness Racing New Zealand pursuant to Rule 428.
- 9 NO colt, entire or rig shall be gelded without the lessor's written consent.