

**NEW ZEALAND HARNESS RACING TRAINERS' & DRIVERS
ASSOCIATION (INC)**

Terms and Conditions of Training

These training conditions shall be binding on all members of the New Zealand Harness Racing Trainers' and Drivers Association (Inc), owners and lessees, and the term "Owner" when appearing herein shall be deemed to include owners and lessees, and the term "Trainer" when appearing herein shall be deemed to include holders of training licences or permits issued under the New Zealand Rules of Harness Racing.

1. The trainer shall train, exercise, stable, feed, prescribe treatment and care for the horse to his or her best ability at all times and will take all reasonable care and precaution to prevent accident or injury to the horse and will not neglect the horse in event of such accident or injury.
2. The trainer shall have the right to nominate, enter, accept or withdraw the horse for any race or trial he thinks fit, unless he has received written instructions from the owner to the contrary, and in the case of more than one owner, such written instructions must come from the Manager, or joint owner, as recognised by the Rules of Harness Racing.
3. The trainer shall not be liable for any injury, damage or death arising from any cause whatsoever.
4. The training fee shall be the cost of training, exercising, feeding, and stabling of the horse at the trainer's address of his licence to train.
5. In addition to the training as referred to in the preceding clause, the owner shall be liable for all fees and costs incurred by the trainer including the cost of gear and additives, dietary supplements and medication.
6. The owner shall be liable for all additional costs occasioned by the horse being trained or transported away from the trainer's address of his licence to train.
7. The trainer shall have the right at all times to engage a veterinarian, blacksmith, horse dentist, or other person thought by the trainer to be necessary or advisable to attend the horse, and the full cost thereof shall be borne by the owner.
8. The owner shall be liable for all race day fees, including attendants if necessary.
9. The trainer shall engage or employ or instruct the race driver unless prior arrangement has been made by the owner with the full knowledge of the trainer, not less than 48 hours before the race or 24 hours before the time to declare the driver for the horse in a race as required by the relevant Rule of Harness Racing whichever shall be the earliest.
10. The training fee may be varied from time to time as may be advised by the trainer in writing to the owner, the initial training fee shall be \$.....per day. Inclusive/Exclusive of G.S.T.

11. In addition to the training fee and any other moneys payable to the trainer pursuant to any of the preceding clauses the trainer shall be entitled to receive 10 per centum of the actual stakes and bonuses earned by the horse, including trophy values.
12. The trainer shall be entitled to receive in addition to any other moneys payable hereunder, 10 per centum of the actual stakes and bonuses earned by the horse during the four week period following the transfer of the horse to another stable.
13. That, in the event of the horse being sold whilst in the care of the trainer or within a period of twenty-eight (28) days of the same horse leaving the care of the trainer, the "Owner" shall forthwith make a payment to the "Trainer" equivalent to ten per centum of the net price received by the owner as the result of such sale.
14. The 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.
15. All moneys due to the trainer shall be paid before delivery of the horse to the owner or as the new owner may direct and until payment, the trainer shall have a lien over the horse and gear and may refuse possession until paid.
16. All moneys payable to the trainer shall be paid within twenty (20) days of the trainer submitting to the owner an account for the same to the owners last address. A fee of 1.5% per month may be charged for late payment.
17. The owner declares that he or she is a person not disqualified under the New Zealand Rules of Harness Racing from holding an interest in a horse and indemnifies the trainer from any claim made for percentages or any moneys paid to the trainer later forfeited because of an owner being disqualified.