

THE THIRD SCHEDULE TRAINING AGREEMENT

FOR THE PURPOSES INCLUDING THOSE OF THE JAMAICA RACING COMMISSION RACING RULES 1977. IT IS HEREBY AGREED BETWEEN:

<p>1. OWNER..... (BLOCK CAPITALS)</p> <p>ADDRESS.....</p>	<p><u>HORSE/S IN TRAINING</u></p> <p>1.</p> <p>2.</p>
<p>2. OWNER..... (BLOCK CAPITALS)</p> <p>ADDRESS.....</p>	<p>3.</p> <p>4.</p> <p>5.</p>
<p>3. OWNER..... (BLOCK CAPITALS)</p> <p>ADDRESS.....</p>	<p>6.</p> <p>7.</p> <p>8.</p>
<p>4. OWNER..... (BLOCK CAPITALS)</p> <p>ADDRESS.....</p>	<p>9.</p> <p>10.</p> <p>11.</p>
<p>5. OWNER..... (BLOCK CAPITALS)</p> <p>ADDRESS.....</p>	<p>12.</p> <p>13.</p> <p>14.</p>

NON DE PLUME/SYNDICATE

.....

AND **TRAINER**.....
(BLOCK CAPITALS)

ADDRESS.....
.....

That the Owner will pay the Trainer the sum of \$..... per week per horse as basic training fee in respect of each horse in training with the Trainer listed above. It is further agreed that the Trainer shall be entitled to receive fifteen percent of the money earned by each of the said horses in each race. The Owner also agrees that the basic fee mentioned in the agreement or any of the terms of this agreement may be varied by the Trainer from time to time but any such change must be notified in writing by the Trainer to the Owner by registered mail and to the *Jamaica Racing Commission* and will be registered twenty-one days after receipt of such notification and such variation shall take effect from the date so specified in the notification unless within the said period of twenty-one days the Owner has notified the Trainer and the *Jamaica Racing Commission* that the Owner does not accept the change in which event the Owner shall remove the horse from the care and custody of the Trainer forthwith and shall pay all fees owed to the Trainer. For the purpose of this agreement the date of receipt shall be regarded as being three days after the date of posting unless non-delivery is established.

When a horse is owned in partnership, each partner must sign the agreement. In the case where a horse is owned by a Company, the agreement must be executed under the Company's Seal.

It is recommended that the Owner takes note of the additional information shown on this form before the agreement is signed. In addition to the basic training fee and the stated percentage, extra charges may be incurred and the items classified as "extras" are indicated on this form.

CHARGES IN ADDITION TO THE BASIC TRAINING FEE

In addition to the basic training fee covered by the Agreement on this form, extra charges may be made for those items indicated below. The Owner should ascertain (where appropriate) the basis on which the charges are made.

TRAVELLING EXPENSES:

Horse(s) transport.....
Trainer's Expenses.....
Stable Staff Expenses.....
Foreign Travel.....

BLACKSMITH:

Shoeing for exercise.....
Plating for Racing

VETERINARY:

Surgeons' Charges.....
Veterinary requisites.....

GRATUITIES:

Presents to stable staff

RETAINERS:

Jockeys.....
Work Riders.....

COMMISSION:

Sales.....
Purchases.....

OTHERS:

Details of others.....

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.....

Signed(Trainer)

Date

Signed(Owner)

Date

Rule 2

“Training Agreement” means a written agreement between Owner and Trainer which sets out the fees to be charged by the Trainer for training each of the Owner’s horses, the charges for horses owned in partnership being joint and several.

Rule 161(a)

- (I) Every Owner of a horse in training with a licensed Trainer must, before the horse is entered or run in any race, enter into a Training Agreement in the form set out in the Third Schedule to these Rules or in such other form as may be approved by the Commission with his Trainer and this agreement must be registered with the Commission. Where such horse is owned in partnership this Agreement must be signed by each part-owner of the horse.
- (ii) Subsequent alterations to the fees to be charged or to any of the terms of a registered Training Agreement must be notified in writing to the Owner and to the Commission by the Trainer which will be registered unless the Owner notifies, in writing, the Trainer and the Commission within twenty-one days of receipt of such notice that he does not accept the alteration. In the event of an Owner not accepting the alteration the original agreement shall be deemed to be at an end and the horse mentioned in the Training Agreement shall not be entered or run in any race until a new Training Agreement is registered in respect of such horse.
- (iii) A registration fee of Two Thousand Dollars (\$2,000.00) is payable by the Trainer in respect of each registration of a Training Agreement and in respect of each notification of alteration of fee of any of the terms of a registered Training Agreement.

- (iv) Failure to register a Training Agreement constitutes a breach of these Rules by both Owner and Trainer.

- (v) Any Trainer who has not received settlement of an account for training fees due from an Owner for whom he trains or has trained any horse under a Training Agreement within one month of the date of dispatch of the account or within forty-eight (48) hours of the removal of the said horse from the said Trainer's stable, may report the matter to the Commission. Such report shall be in writing, signed by the Trainer, giving details of the name and address of the Owner, the nature and the amount of the debt and the date upon which the account was rendered. The Trainer shall also pay to the Commission a fee of Four Thousand Dollars (\$4,000.00) at the time of lodging his report to the Commission.

- (vi) Provided that not more than twenty-four months have elapsed since the date upon which the account was rendered or the removal of the said horse from the said Trainer's stable, the Commission shall upon receipt of a complaint, notify the owner against whom the report has been made that payment should be made or a written explanation sent to the Commission within fourteen days of the dispatch of the notification.

- (vii) Should the Owner fail to make the payment or should the Commission consider that his explanation is not satisfactory the amount due will, after twenty-eight days shall have lapsed from the date of the dispatch of the notification, be deemed to be arrears due under these Rules and the name of the Owner will be placed on the Forfeit List.

- (viii) It is a breach of these Rules for a Trainer to submit an unjustified or frivolous report

- (ix) The registration of a Training Agreement shall constitute the Trainer with whom the Training Agreement is entered an Authorized Agent of the owner with whom the Training Agreement is entered for the purpose of entering in any race named in such Training Agreement and declaring such horse a starter for such race and withdrawing such horse from such race.