

REHOMING AGREEMENT

This Agreement is made on the date specified in Schedule 1.

BETWEEN The Transferor

AND The Transferee

RECITALS

- A. The Transferor is the owner of the Horse.
- B. The Transferor and the Transferee have agreed that the Transferee will acquire the Horse upon the terms of this Agreement.

OPERATIVE PROVISIONS

- 1. The Transferor is the owner of the Horse, free of any Encumbrance.
- 2. The Transferor has permanently retired the Horse from racing and registered the Horse as permanently retired with the Registrar of Racehorses.
- 3. The Transferor agrees to transfer the legal and beneficial title to the Horse to the Transferee, and the Transferee agrees to become the owner of the Horse, upon the signing of this Agreement.
- 4. Upon the transfer of ownership of the Horse from the Transferor to the Transferee, the Transferee will take physical possession of the Horse and become solely responsible for its proper care and well-being, and for all costs incurred.
- 5. The Transferee:
 - (a) Undertakes:
 - (i) To exercise reasonable care, skill and diligence in accordance with the normal standards applied, provided and maintained in connection with horses being utilized for leisure and equestrian purposes, including (without limitation), providing stabling, paddock and ancillary facilities, equipment and gear, feed and treatments;
 - (ii) To use the Horse solely for leisure and equestrian purposes;
 - (iii) Not to sell or otherwise dispose of the Horse to a commercial agent, by public auction or tender, or for slaughter;
 - (iv) Not to attempt to reverse the Horse's retirement status as registered with the Registrar of Racehorses and return the Horse to racing; and
 - (v) To ensure that any future acquirer of the Horse agrees to novate this Agreement.
 - (b) Acknowledges that the Transferor has not made any representation, or given any assurance or warranty, as to the suitability of the Horse for use for leisure and equestrian purposes AND that the Transferee has relied upon one's own assessment of the Horse when deciding to acquire the Horse.
- 6. (1) If Lindsay Park Racing Pty Ltd (ABN 75 114 673 406) ("LPR") enters into this Agreement as or on behalf of the Transferor then it does so either as the owner of the Horse or as the duly authorized agent of the owner or owners.
 - (2) Neither the Transferee nor LPR will be liable to the Transferee, or any other party, including any subsequent acquirer of the Horse, for any loss or damage, howsoever arising, from this Agreement.

SCHEDULE 1 – REFERENCE SCHEDULE

Item 1 This Deed is made on the

Item 2 Transferor (Owner):
Name: Lindsay Park Racing on account of OWNERS
Street Address: 71 Bartons Lane Euroa, VIC 3666
Postal Address: As Above
PIC: 3SBLP066
Attention: Yvonne Divers; Email: yvonne@lindsaypark.com.au
Facsimile: (03) 5736 8588

Item 3 Transferee:
Name:
Street Address:
Postal Address:
PIC:
Attention:
Phone:

Item 4 Horse:

EXECUTED AS AN AGREEMENT

SIGNED by the **TRANSFEROR**
or the Transferor's duly authorised agent

Signature of Transferor/agent

Name of Transferor/agent (print – block letters)

SIGNED by the **TRANSFEEE**
or the Transferee's duly authorised agent

Signature of witness

Name of witness (print – block letters)