# DANNY O'BRIEN RACING (ABN - 24 093 358 939)

## **TRAINER MANAGED FEES & CHARGES**

Fees and charges are invoiced monthly in arrears. It is not possible to indicate in advance the exact total monthly cost. While some fee and charges are at a daily rate (ie: training fees etc), others are per treatment (ie: chiropractor, dentistry, farriery, veterinary etc.) and transportation per trip. Also horses vary in the rate they mature & progress, while on agistment and throughout each preparation.

BASIC FEES AND CHARGERS (current 1/8/2023)	CHARGE	GST	TOTAL
Daily Training Fee (Flemington, Barwon Heads, Geelong)	\$140.00	\$14.00	\$154.00
Daily Agistment (Paddock)	\$38.00	\$3.80	\$41.80
Daily Agistment (Stabling Box Rest)	\$60.00	\$6.00	\$66.00
Daily Workcover Subsidy	\$2.50	\$0.25	\$2.75
Raceday Staffing Fees – Monday to Saturday	\$180.00	\$18.00	\$198.00
Night, Sunday & Public Holidays	\$230.00	\$23.00	\$253.00
Trials/Jump Outs & Off-Site Gallops	\$90.00	\$9.00	\$99.00

OTHER FEE AN	ID CHARGES (ESTIMATE ONLY)^ –	CHARGE	GST	TOTAL	
Farrier (Racing S	Shoes)	\$264.00	\$26.40	\$290.40	
Track Fees (Fler	mington, Geelong & B Heads) – per day	\$6.00	\$0.60	\$6.60	
directly each mo	vantage Equine Vet Practice bill our clients nth. This figure is a guide and excludes terinary treatments and surgery **	\$200.00-\$250.00	\$20.00-\$25.00	\$250.00-\$275.00	
Treatment – Phy	vsio, Massage, Chiro (Various Suppliers)	\$85.00-\$140.00	\$8.50-\$14.00	\$93.50-\$154.00	
Dentistry Treatm	ient	\$90.00-\$100.00	\$9.00-\$10.00	\$99.00-\$110.00	
Transport	Flemington-Barwon Heads Flemington-Geelong Barwon Heads-Geelong	\$240.00 \$190.00 \$100.00	\$24.00 \$19.00 \$10.00	\$264.00 \$209.00 \$110.00	
Transport – Rac	es (dependent on venue & float company)	Per Trip Basis			
Public Holiday S	urcharge (all horses on property)	\$55.00	\$0.00	\$55.00	
Breaking In		\$4800.00- \$5200.00	\$480.00-\$520.00	\$5280.00-\$5720.00	

Notes:

^ Not every horse receives the above treatments every month. Fees will be invoiced on a per treatment/trip basis & may vary depending upon the service provider & the nature of treatment/length of trip.

\*\* Charges incurred by trainer for any therapeutics, applications, tests, ointments and/or medicines applied to the horse for specific treatments will be identified on the Training Invoice issued to the Owner for reimbursement, in addition to any veterinary charges for any Examination.

(1) An estimate of race entry fees is not included and will be additional. All race nominations, acceptances and scratching fees are set by the Principal Racing Authority or Race Club and are passed on the Owner at cost.

(2) Interstate or overseas travel: should the Horse race interstate or overseas, charges reflecting a proportion of the additional associated expenses, plus GST, will apply.

### PROPRIETOR'S ADDITIONAL REMUNERATION AND GRATUITIES

1. If the Horse, being an Entire, is sold or retired to stud:

(a) an additional fee being an amount equal to 5% (plus GST) of the sale price or value [as agreed or determined by either \*MM or \*\*WI, at the Proprietor's discretion] (excluding GST) of the Horse; and

(b) two (2) transferable Lifetime Service Right, which will entitle the holder of such rights to nominate mares to be provided with a stud service by the Horse during each stud season that the Horse is used to provide stud services commercially, free of any service fee.

2. If the Horse, being other than an Entire to which paragraph 1 above applies, is sold for a sale price that is greater than its initial purchase price, while being trained by the Proprietor or within 3 months after ceasing to be trained by the Proprietor, an additional fee being an amount equal to 10% (plus GST) of sale price.

3. Staff Gratuity: 5% of net Prizemoney (excluding GST) for Group 1 victories.

4. The Proprietor's right to a percentage of prizemoney (10% plus GST) continues for the period of two weeks after a horse is transferred to another trainer.

Notes: (1) The entitlements of the Proprietor to the additional remuneration and gratuities set out above: a) will be conditional upon the Horse winning a Group 1 or Group 2 race while being trained by the Proprietor, or within 3 months after ceasing to be trained by the Proprietor; but b) will not be conditional upon the Proprietor being the trainer of the Horse at the time of it being sold or retired to stud. (2) The entitlements of the Proprietor to the additional remuneration set out in paragraphs 1 and 2 will also apply to the sale of an interest or share in the Horse. (3) \*MM – Magic Millions; \*\*WI – William Inglis

### **HORSE PURCHASES**

1. The Trainer reserves the right to charge interest on any invoices related to horses purchases as permitted under the TOR Rules. If charged, it will be charged at the rate of 2% per month (or higher rate if the relevant sales company charges the trainer a higher amount).

2. The Trainer reserves the right to resell any share invoices that become overdue unless it is agreed in writing by the Trainer that a specific time extension is permitted.

3. No owners will be registered as owners with Racing Australia into a horse where their share invoice has not been paid in full. This includes where a time extension to pay have been granted in writing.

4. Any shares less than 5% will be required to form a syndicate for ownership registration.

### MANDATORY ALLOCATION OF PRIZEMONEY UNDER THE RULES OF RACING – current as at 1/8/2022

Relevant Party	NSW / ACT % Split*	VIC % Split <sup>**</sup>	QLD % Split	SA % Split	WA % Split	TAS % Split	NT % Split
Trainer	9.9%	9.7%	10%	10%	10%	10%	10%
Jockey	4.95%	4.85%	5%	5%	5%	5%	5%
Owner	81.65%	82.45%	85%	85%	85%	85%	85%

\* Prizemoney also paid to: Stablehand Scheme (1.5%), Jockey Insurance and Welfare Scheme (1%) & Equine Welfare Fund (1%). \*\* Prizemoney also paid to: Jockey Welfare Fund (1%) & Equine Welfare Fund (2%).