

## Greyhound Service Agreement

MADE on the day set out in item 1 of the Schedule BETWEEN the person named in the Schedule at item 2 (**Service Provider**) and the person(s) named in item 3 (**Owner**).

### RECITALS:

- A. The Service Provider provides greyhound care, rearing, breaking in and/or training services at the Service Providers premises.
- B. The Owner own(s) or has an interest in the greyhound or greyhounds described in item 4 of the Schedule (**Greyhound(s)**).
- C. The Owner has requested the Service Provider, who has agreed, to provide the services described in, for the fee and on the terms in, this agreement.

### IT IS AGREED AS FOLLOWS

1. The Owner engages the Services Provider to provide the services in respect of the Greyhound(s) described in item 5 of the Schedule (**Services**) for the term referred to in item 6 of the Schedule (**Term**) at the Service Provider's premises in accordance with the provisions of this agreement and the Service Provider agrees to provide such Services.
2. During the Term the Service Provider shall:
  - 2.1 use its best endeavours to:
    - 2.1.1 provide the Services in a proper and efficient manner and according to industry practice;
    - 2.1.2 protect and promote the interests of the Owner in connection with the Greyhound(s);
  - 2.2 exercise reasonable care for the health and well being of the Greyhound(s);
  - 2.3 comply with legal requirements and maintain any licences, registrations or qualifications in order to lawfully conduct the Services;
  - 2.4 take reasonable steps to keep the Owner reasonably informed about the Greyhound(s) and to provide access to the Greyhound(s) to the Owner.
3. The Owner shall:
  - 3.1 pay a monthly fee in advance in the amount set out in item 7 of the Schedule (**Service Fee**) which unless otherwise specified shall be GST inclusive;
  - 3.2 pay or reimburse the Service Provider for all veterinary expenses and medicines necessary to maintain the health and well-being of the Greyhound(s) and the costs of transporting the Greyhound(s) to and from the Service Provider's premises within 7 days of delivery of an account for such expenses. The Service Provider will use its best endeavours to inform and obtain the consent of the Owner before incurring any such fees or costs;
  - 3.3 The Service Provider shall have a general lien over the Greyhound(s), for all fees and expenses payable and such lien may be enforced by the sale, by auction or private treaty, of the Greyhound(s) if any such fees and expenses are not paid within 28 days of their being due for payment (**Lien**).

4. The Service Provider shall not be liable, for any loss or damage (including but not limited to economic and consequential loss or damage) howsoever caused directly or indirectly arising out of any act (including negligence) of the Service Provider or its employees, contractors or agents in connection with the Services, including any illness or injury sustained by the Greyhound(s) unless such act or omission was in bad faith.
5. The parties shall be excused from performance of any of their duties and obligations whenever and to the extent that such performance is prevented or interrupted or delayed by reason of any cause beyond the reasonable control of that party but that party shall at all times use its best practical endeavours to overcome or alleviate the effect of any such cause.
6. Nothing contained in this agreement shall create or is intended to create any partnership, joint venture, any employer employee relationship or any other association whatsoever between the parties.
7. If and whenever the fees payable under this agreement or any part thereof shall be in arrears and unpaid for a period of fourteen (14) days after the due date for payment or if the Owner breaches or fails to perform any other term of this agreement, or if the Owner becomes bankrupt or shall have receiver or administrator appointed or go into liquidation then, the Service Provider may at its option (in addition to any other rights it may have at law) immediately or at any time thereafter terminate this agreement forthwith by notice in writing to the Owner.
8. Either party may terminate this agreement upon the provision of 28 days written notice to the other.
9. In the event of termination of this agreement for any reason the Owner shall be and remain liable for the whole of the fees or any other monies due under this agreement and the Service Provider shall be entitled to rely on and exercise the Lien.
10. The Owner shall indemnify the Service Provider for any loss costs or expenses reasonably incurred by the Service Provider as a result of any breach or non-observance of this agreement by the Owner in relation to the payment of any amounts due.
11. This agreement shall be construed in accordance with and shall be governed by the laws enforced in the state of South Australia and the parties submit to the jurisdiction of the courts of that state.
12. If any portion of this agreement is held invalid by any court of competent jurisdiction for any reason whatsoever or be unenforceable that portion shall be severed and the remainder shall remain in full force and effect provided the portion severed is not fundamental to the effect of this agreement.
13. Any notice under this agreement may be given by ordinary post, email or facsimile to the address of the party set out in the Schedule or such other last known address of the party.

Signed by or for or on behalf of the Owners .....

Signed by or for or behalf of the Service Provider .....

**SCHEDULE**

---

Item 1:	Date agreement made: .....
Item 2	Name and address of Service Provider ..... .....
Item 3:	Name and address of Owner(s) ..... ..... .....
Item 4:	The Greyhound(s) ..... ..... .....
Item 5:	Services to be provided <input type="checkbox"/> Rearing (tick box if applicable) <input type="checkbox"/> Breaking In (tick box if applicable) <input type="checkbox"/> Training (tick box if applicable) <input type="checkbox"/> Other (if so tick box and specify below) ..... .....
Item 6	Term of Agreement ..... .....
Item 7:	Monthly Service Fee (in advance) ..... .....