



FERRANDO
RACING CLUB

FERRANDO RACING CLUB - KEY TERMS OF THE CLUB

1. **Club Rules:** The terms and conditions of the Club are set out in the Club rules supplied with this disclosure statement. These Key Terms are paramount and in the event of any conflict between these Key Terms and the Club Rules these Key Terms shall prevail.
2. **Withdrawal of a Club Member:** If a member of the Club withdraws within the year there is no refund or share of funds payable to that member.
3. **One person/syndicate/couple per share:** There to be a maximum of one person, syndicate or couple per share. There is no restriction on the number of shares that may be held.
4. **Decisions:** All decisions regarding the racing programme of each horse will be made by the Manager.
5. **Reports:** Club members will be given regular reports on the progress of all horses by email from the Manager.
6. **Expelling a member:** The Manager has the right to expel any member of the Club if that member does not abide by the general terms and conditions of this disclosure statement or if that member communicates either verbally or in written form to the Manager or affiliates in a manner that is deemed to be offensive.
7. **Price - Racing Costs** NZ\$10,000 per share payable on subscription. This will be a one-off payment for the 2023-2024 racing season and contribution for all breaking in, training, track fees, agistment, veterinary, transport, nomination, acceptance, race day and all other costs incurred by the Manager in connection with the care, training, racing and agistment of the Ferrando Club Racehorses including any preliminary costs incurred prior to commencement (**Racing Costs**). Syndicate Members will not be required or obligated to make any further contributions or payments during the initial Lease Term.
8. **Unsold Shares:** If there are any unsold shares at the commencement of the Lease the Lessors will take up so many of the unsold shares as are necessary from time to time to meet Racing Costs during the Term. The number of shares held by the Lessors shall equal the number of shares paid for by the Lessors respectively. The Lessors will take up these shares based on their pro rata ownership interest in the Ferrando Horses.
9. **Surplus Subscriptions:** At the end of each Racing Season the Lessors will be entitled to any subscription monies not required to meet Racing Costs in lieu of Lease Fees such monies to be shared between the Lessors based on their pro rata ownership interests in the Ferrando Horses.
10. **Lease Term:** A term commencing on 1st June 2023 and terminating on 31st July 2026. Each Syndicate Member will have the option to extend their participation to a second year by payment of NZ\$10,000 per share prior to commencement of the second year (1st August 2024). Each Syndicate Member will have the option to extend to a third year exercisable by payment of NZ\$10,000 per share prior to commencement of the third year (1st August 2025).
11. **Syndicate Promoter and Syndicate Manager** is not entitled to charge Management Fees. The Syndicate Manager will open and maintain a bank account for the exclusive use of the Ferrando Racing Club
12. **Retirement:** The Syndicate Manager will have the power to retire any Ferrando Club Horse from racing should it suffer an injury or illness and a qualified Vet certifies that such horse is no longer fit to race or should be retired for welfare reasons.
13. **Trainer:** Team Rogerson will train the Ferrando Club Horses on behalf of Ferrando Racing Club. The Trainer shall be entitled to charge its published training rates for stabling, training, and racing the Ferrando Club Horses and is entitled to be reimbursed for all non-training costs and expenses including without limitation vet, transport, nomination and race day costs and agistment fees incurred in respect of the Ferrando Club Horses.
14. **Prizemoney:** The Syndicate Manager will distribute all net prizemoney (after all NZTR or GBA deductions including Jockey, trainer, nomination and acceptance fees) won by the Ferrando Racing Club horses in accordance with the Club Rules.
15. **Sale of Horses:** The Manager will have the right to sell any Ferrando Club Horse and in such event the net proceeds of sale will be shared equally (50/50) between the Lessors and the Ferrando Racing Club members and will be paid to them within 10 business days of receipt by the Syndicate Manager.

The complete *Membership Agreement and Club Rules* are provided to Applicants with the Membership Application Form. To download this form, please go to www.ferrandoracingclub.com/join.