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THIS DEED dated            day of            2020

**BETWEEN**

\_\_\_\_\_ of \_\_\_\_\_

(Indemnifier)

**AND            Lauren Kay George Pty Ltd as trustee for Lauren Kay George Family Trust** of 39 Oakridge Street, Burbank, Queensland

**AND            Lauren Kay George** of 39 Oakridge Street, Burbank, Queensland  
(together, the **Indemnified Parties**)

**RECITALS**

- A. The Indemnifier will conduct Horse Related Activity on the Property, as defined in clause 2.
- B. The Horse Related Activity may result in claims against the Indemnified Parties.
- C. The Indemnifier has therefore agreed to indemnify the Indemnified Parties against all and any damages and losses to persons or property claimed against the Indemnified Parties arising from the Horse Related Activity.

- (e) reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) if the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) references to a party are intended to bind their executors, administrators and permitted transferees;
- (h) obligations under this deed affecting more than one party bind them jointly and each of them severally; and
- (i) the agreed interest rate means the cash rate plus 2 percentage points.

**OPERATIVE PART**

**1. Interpretation**

This deed is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this deed:

- (a) references to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) grammatical forms of defined words or phrases have corresponding meanings;
- (d) parties must perform their obligations on the dates and times fixed by reference to the capital city of Queensland;

**2. Definitions**

**Horse Related Activity** means any use of the dressage arena at 39 Oakridge Street, Burbank QLD 4156, including but not limited to:

- (a) the riding or training of horses;
- (b) preparation for the riding or training of horses; and
- (c) other activities connected to the use of the dressage arena.

**Property** means the property situated at 39 Oakridge Street, Burbank, Queensland 4156, described as Lot 44 on RP116863.

**3. Indemnity**

The Indemnifier unconditionally and irrevocably indemnifies the Indemnified Parties against any and all claims, actions, lawsuits, judgments, including attorney's fees, and damages and losses to persons or property, and all costs and expenses which are

incurred by or claimed from the Indemnified Parties arising out of, or related to a Horse Related Activity which must be paid to the Indemnified Parties immediately on demand.

The Indemnifier's obligation is a primary obligation and the Indemnified Parties are not obliged to proceed against any other person before making a demand for payment.

The Indemnifier indemnifies each of the Indemnified Parties jointly or severally, as the circumstances require.

**4. Payment and interest**

The Indemnifier must make payments due under this deed on demand with interest at the agreed rate which will accrue from day to day from and including the day when the money on which interest is payable becomes owing.

**5. Payment for services**

The Indemnifier agrees to pay:

- (a) Arena maintenance fee at \$40 per hour;
- (b) Arena light fee at \$20 per hour;
- (c) Arena sound and music fee at \$20 per hour; and
- (d) Arena video hire with internet use at \$50 per hour.

as invoiced by either of the Indemnified Parties or as otherwise agreed, in which case the ancillary agreement overrides this clause.

**6. Amendment**

This deed may only be amended in writing executed by the parties.

**7. Waiver or variation**

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
  - (i) Its future exercise; or
  - (ii) The exercise of any other power or right.
- (c) The variation or waiver of a provision of this deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

**8. Counterparts**

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.

**EXECUTED AS A DEED**

<b>SIGNED SEALED &amp; DELIVERED BY LAUREN KAY GEORGE PTY LTD AS TRUSTEE FOR LAUREN KAY GEORGE FAMILY TRUST</b> ) )	..... Signature
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<b>SIGNED SEALED &amp; DELIVERED BY LAUREN KAY GEORGE</b> ) )	..... Signature
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<b>SIGNED SEALED &amp; DELIVERED BY</b> ) ) ..... Signature of witness	..... Signature
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