



TRRAC INC.
Thoroughbred Retirement, Rehabilitation and Careers
1799 Pocopson Road
West Chester, Pa 19382

www.OTTBS.org
TRRAC@ottbs.org

HORSE ADOPTION AGREEMENT

This Horse Adoption Agreement (the "Agreement") is made this _____ day of _____, 20____ (the "Effective Date") in Chester County, Pennsylvania by and between TRRAC, Inc., a 501(c)(3) nonprofit corporation EIN 81-2524735 ("TRRAC") and _____ (the "Adopter").

RECITALS

- A. WHEREAS, TRRAC is the owner of the horse identified in paragraph 1 of this Agreement.
- B. WHEREAS, TRRAC is a thoroughbred retirement and rehabilitation organization that partners with racetrack-based aftercare programs and finds safe and appropriate post-racing homes for retired racehorses.
- C. WHEREAS, the Adopter wishes to adopt the horse identified in paragraph 1 of this Agreement.

THEREFORE, TRRAC and the Adopter hereby enter into this Agreement upon the terms and conditions contained herein and agree to be bound as follows:

1. THE HORSE ADOPTED

Breed: _____
Breed Registry: _____
Registered Name: _____
Registration Number: _____
Date of Birth: _____
Gender: _____
Color: _____
Distinguishing Markings: _____

Microchip Number: _____
Date Implanted: _____
Horse Intake Date: _____
Racetrack Aftercare Program: _____

Location of Horse: (the "Horse"). _____



Notations About Horse noted above:

1. PRE-PURCHASE EXAMINATION AND VETERINARIAN CERTIFICATION

(Adopter to initial one)

_____ The Adopter has chosen not to have a pre-purchase examination of the Horse conducted.

_____ The Adopter has caused a pre-purchase examination of the Horse to be conducted by a licensed equine veterinarian and understands and accepts any and all findings and results of that examination.

Veterinarian Certification: I, _____, have performed a pre-purchase examination of the Horse identified in this Agreement and have reported any and all findings and results of that examination to the Adopter named in this Agreement.

Veterinarian Name: _____

Veterinarian Signature: _____

Date: _____

1. ADOPTION FEE

3.A The Adopter shall pay to TRRAC an adoption fee in the amount of _____ US Dollars (\$ _____) (the "Adoption Fee"). This Adoption Fee is a non-refundable donation to TRRAC. Any returned check or otherwise voided money payment or transfer shall be subject to a \$50 fee.

3.B TRRAC shall tender possession of the Horse to the Adopter at the location of the Horse identified in paragraph 1 above upon payment in full of the Adoption Fee.

1. TRRAC's REPRESENTATIONS AND WARRANTIES

4.A TRRAC is the sole owner of the Horse and has authority to enter into this Agreement.

4.B There is no lien or encumbrance on the Horse.

4.C TRRAC has provided to the Adopter a Coggins certificate showing that the Horse has tested negative for equine infectious anemia no earlier than one year prior to the Effective Date of this Agreement.

4.D The following performance limitations and/or use restrictions apply to the Horse:

4.E TRRAC MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CONDITION, HEALTH, TEMPERAMENT, SOUNDNESS, OR FITNESS OF THE HORSE FOR ANY PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRRAC OFFERS THE HORSE FOR ADOPTION "AS IS."

1. ADOPTER'S REPRESENTATIONS AND WARRANTIES

5.A Intended Use of the Horse.

The Adopter represents and warrants that the Horse is being adopted solely by the Adopter as a companion or recreational animal for use by the Adopter or his/her immediate family and care of the Horse will remain under the personal control of the Adopter unless the Horse is transferred in accordance with paragraphs 8 or 10 of this Agreement.

The Adopter represents and warrants that his/her use of the Horse will be limited to the following purposes:

5.B Post-Adoption Attending Veterinarian.

The name and contact information for the equine veterinarian who will attend to the Horse's routine veterinary care after adoption is as follows:

Veterinarian Name: _____

Veterinarian Phone Number: _____

5.C Post-Adoption Stable or Boarding Facility.

The Horse will be stabled and cared for at the following location:

Stable Name: _____

Stable Street Address: _____

Stable Mailing Address: _____

Stable Phone Number: _____

1. NOTIFICATION OF CHANGES IN STABLE OR BOARDING FACILITY

TRRAC is bound by separate agreements that require the location and care of the Horse to be easily confirmed. The Adopter shall immediately notify TRRAC in writing of any change in the Stable or Boarding Facility at which the Horse is located. Failure of the Adopter to provide this immediate notice may, in TRRAC's sole discretion, result in (1) the termination of the Adopter's right to custody of the Horse and (2) repossession of the Horse by TRRAC.

1. ONGOING CARE OF THE HORSE

7.A The Adopter shall provide the Horse with adequate care in accordance with principles of sound horsemanship, including veterinary and farrier care, adequate food and water, and shelter from nature's elements and weather, including a blanket if required.

7.B If the Adopter fails to provide for the basic needs described in paragraph 7.A above, or if it comes to the attention of TRRAC that the Horse is in a less than desirable situation including but not limited to evident abuse or neglect, starvation or inadequate feeding, dehydration, lack of shelter, physical abuse, the Horse being asked to perform beyond its abilities to the detriment of the Horse's physical or mental wellbeing or in violation of the performance limitations or use restrictions identified in paragraph 4.D above, TRRAC may repossess the Horse without court order and the adoption shall be deemed void with no refund of deposit(s), adoption fee, or donation(s). If TRRAC exercises its right to repossess the Horse under this paragraph, the Adopter shall cooperate with such repossession by providing any necessary permissions and access to the Horse, otherwise TRRAC may enter upon and remove the Horse from the Adopter's property or any boarding facility or other location at any time.

1. RETURN OF HORSE

If the Adopter is unable to continue to provide proper care for the Horse, or if the Horse proves to be too difficult for the handler or rider, the Adopter must and shall return the Horse to TRRAC immediately.

If the Adopter no longer desires to keep or care for the Horse, the Horse may be returned at any time to TRRAC or to another facility designated by TRRAC.

If the Horse is returned to TRRAC or other TRRAC-designated facility, shipping costs shall be paid by the Adopter unless otherwise agreed to in writing by TRRAC. The Horse shall be returned in good condition with all paperwork, a current negative Coggins certificate, and health certificate, along with a signature of transfer of the horse to TRRAC.

1. NO SLAUGHTER, AUCTION, OR DEALER

The Adopter shall never, under any circumstances, permit the Horse to be sold, given away, or in any way transferred directly or indirectly to any dealer, "kill buyer," or auction, or for the purposes of slaughter. The Horse may not be sold, given away, leased, lent, or in any way transferred or removed from the Adopter's personal control and supervision except as set forth in paragraph 10 of this Agreement. If the Horse is discovered in the possession of a dealer, broker, "killpen," or auction, TRRAC may repossess the Horse forthwith and the Adopter shall pay or reimburse all costs of such repossession, including any attorneys' fees and costs incurred in connection therewith.

1. POSSIBILITY OF RESALE AND RIGHT OF FIRST REFUSAL

10.A

_____ Resale or transfer of the Horse shall not be permitted. If the Adopter no longer desires to keep or care for the Horse, the Horse must be returned to TRRAC or to another facility designated by TRRAC.

_____ Resale or transfer of the Horse may be permitted, in the sole discretion of TRRAC, provided the requirements set forth in paragraphs 10.B and 10.C are satisfied.

10.B If the Adopter wishes to sell, trade, give away, lease, or in any way delegate or transfer ownership, custody, or control of the Horse, the Adopter must notify TRRAC in writing and shall, prior to accepting any third-party offer, offer TRRAC the opportunity to purchase the Horse back for an amount equal to either (1) the Adoption Fee identified in paragraph 3 of this Agreement, or (2) the purchase price contained in a bona fide, written third-party offer, whichever is least. The Adopter must provide proof of any such offer, which shall include a copy of such written offer and the name, address, and telephone number of the third party making the offer.

10.C If TRRAC chooses not to repurchase or reclaim the Horse pursuant to its right of first refusal as described in paragraph 10.B above, the Adopter shall require the purchaser of the Horse to enter into an Adoption Agreement or transfer contract with TRRAC, said agreement or contract to be provided by TRRAC.

10.D If the Adopter fails to comply with any of the terms of paragraphs 10.A through 10.C, and custody or control of the Horse is transferred to someone other than the Adopter, the adoption shall be deemed void, TRRAC may repossess the Horse without court order, and the Adopter shall pay One Thousand US Dollars (\$1,000.00) to TRRAC as liquidated damages, or the actual costs of repossessing the Horse including costs of rescue, shipping, rehabilitation, and any attorneys' fees and costs incurred in connection therewith, whichever is greater.

1. DEATH OR EUTHANIZATION OF THE HORSE

If the Horse dies or must be euthanized due to illness or injury, the Adopter shall notify TRRAC immediately in writing and shall as soon thereafter as possible transmit to TRRAC via certified mail a licensed equine veterinarian's report, letter, or death certificate certifying the cause of the Horse's death, method of euthanasia and identifying the Horse's microchip and lip tattoo at the time of death.

1. CONTACT INFORMATION AND NOTICES

12.A Any notifications given or required pursuant to this Agreement must be in writing to the addresses below, or as the same may be updated from time-to-time:

TRRAC Contact Information:

Mailing Address:

1799 Pocopson Road
West Chester, Pa 19382

Street Address:

"Maui Meadow Farm"
1799 Pocopson Road
West Chester, Pa 19382

Email: trrac@ottbs.org

Cell Phone: 610-348-4338

Alternate Phone: 267-716-1960

Adopter's Contact Information:

Mailing Address:

Street Address:

Email:

Cell Phone:

Alternate Phone:

Driver's License Number

State of Issue

12.B The Adopter shall notify TRRAC immediately upon any change in Adopter's contact information. If the Adopter does not provide TRRAC with notices of changes to his or her contact information, a notice sent to the last contact information given under this Agreement shall be considered proper and adequate notice to the Adopter of any action relating to the subject of this Agreement.

1. ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION

The Adopter understands that TRRAC makes no representations or warranties concerning the Horse, including but not limited to condition, health, temperament, soundness, or fitness for any particular purpose. The Adopter further understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with possession, handling, and/or riding of the Horse. Accordingly, the Adopter agrees on behalf of him or herself, his or her heirs, guardians and legal representatives, that TRRAC, its officers, directors, representatives, volunteers, agents, servants and assigns, shall not be liable for any personal injuries, including death, or damage to property caused by the Horse. The Adopter further agrees to defend, indemnify and hold TRRAC and its officers, directors, representatives, volunteers, agents, servants and assigns harmless of all claims, demands, causes of action, including costs and attorney's fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for the Adopter's benefit or the benefit of the Adopter's heirs, guardians, legal representatives or assigns, or brought by others including the Adopter's guests, family members, agents, employees, or contractors, in connection with the Horse.

1. RISK OF LOSS

Upon transfer of possession of the Horse, the Adopter assumes all risk of loss or injury to the Horse.

1. ASSIGNMENT OR TRANSFER

No party may assign or transfer this Agreement without the prior written consent of the other party.

1. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties and all preliminary and contemporaneous agreements and understandings, whether oral or written, are merged and incorporated into this Agreement.

1. AMENDMENTS AND MODIFICATIONS

This Agreement may not be modified or amended in any way except by an instrument in writing executed by both parties.

1. SEVERABILITY

If any provision of this Agreement as applied to any party or circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement as a whole.

1. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. Any legal action brought to enforce or interpret this Agreement shall be brought in the courts of Chester County, Pennsylvania.

1. ATTORNEYS' FEES

In the event of any action or proceeding for enforcement of any of the terms or conditions of this Agreement or any action or proceeding in any way arising out of this Agreement, the prevailing party in such action, or the non dismissing party where dismissal occurs other than by reason of settlement, shall be entitled to recover its reasonable costs and expenses, including but not limited to reasonable attorneys' fees and cost of defense paid or incurred. The "prevailing party" shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

1. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to confer any rights or remedies on any person other than the parties to it, nor is anything in this Agreement intended to relieve or discharge any obligation of any third party to any party hereto or give any third party any right of subrogation or action over against any party to this Agreement.

1. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TRRAC, Inc.:

Adopter:

By:

(signature)

(signature)

Name Printed:

Name Printed:

Title:

By:

(signature)

Name Printed:

Title: