



## ADOPTION/CAREGIVER CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between THE STANDARDBRED RETIREMENT FOUNDATION (hereinafter referred to as the "SRF") and

\_\_\_\_\_  
Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_, (hereinafter referred to as "Caregiver").

In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

SRF agrees to place \_\_\_\_\_ described as: age \_\_\_\_\_ sex \_\_\_\_\_ color \_\_\_\_\_ size \_\_\_\_\_ tattoo # (if available) \_\_\_\_\_, (hereinafter referred to as "Horse") to

Caregiver on this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), for the purpose of providing a safe, healthy and loving environment for the horse.

### Caregiver agrees as follows:

#### 1. GENERAL AGREEMENT

Caregiver agrees that the SRF is placing the horse with the Caregiver in exchange for Caregiver's agreement to comply with the terms of the Placement Contract

**2. GENERAL RESTRICTIONS--**The horse **MAY NOT BE RACED, BRED, USED FOR EMBRYO TRANSFER, SOLD, GIVEN AWAY, ASSIGNED, TRANSFERRED, LEASED, SLAUGHTERED, USED FOR ANY COMMERCIAL PURPOSE WHATSOEVER, OR DISPOSED OF BY THE CAREGIVER.** In the event the Caregiver is no longer able to care for the horse, the Caregiver will immediately notify the SRF and will only release said horse to SRF. Caregiver will be required to provide adequate care as per this contract. Caregiver agrees that, said horse will have proof of current negative Coggins test and be up to date on inoculations, worming, dental and hoof care as indicated in item #5, at the Caregiver's expense. In the event of Caregiver's death, named horse must be released only to the SRF within ten (10) days of the date of death of Caregiver.

**3. TRANSPORTATION AND EXPENSES--**Transportation arrangements and costs are the sole responsibility of the Caregiver at the time of placement, as well as during and after the time Caregiver receives the horse from the SRF and in the event said horse is to be returned to SRF for any reason.

**4. MOVING STABLE ARRANGEMENTS--**The Caregiver may move the horse to the new location only if the SRF (I) is informed in writing thirty (30) days prior to the proposed move; (II) approves the new facility prior to the move, and; (III) executes a written agreement authorizing such a move. **Said horse will reside at, and will not be moved from, the following address without the written approval of the SRF.**

Name of Stable: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address of Stabling Site \_\_\_\_\_ Tel #: \_\_\_\_\_

Directions from nearest interstate route and/or major city: \_\_\_\_\_

**5. CARE OF HORSE**--The Caregiver will ensure that the horse maintains the weight and condition described as “#6 Moderately Fleishy” according to the Henneke Scoring System as per the standards published by the National Animal Control Association listed at the end of this contract. (\* See note on Sample Veterinarian Follow-up form, a copy of which is attached hereto.)

The Caregiver hereby acknowledges that the horse may not be in “Condition #6 Moderately Fleishy” at the time of placement and agrees to improve condition of said horse to Condition #6 within a reasonable amount of time not to exceed thirty (30) days, and will provide proper care to maintain its weight at “#6 Moderately Fleishy.” The Caregiver agrees that the horse will have free access to water, a shelter with a minimum of three sides and adequate fencing. The Caregiver agrees that the horse

*will not, for any length of time, be turned out in a paddock or kept in any area with any barbed wire fencing or remnants thereof, and will not be housed at any time in a stall or shelter smaller than 10’ x 10’.*

**6. REQUIRED VETERINARY CARE and VETERINARY FOLLOW UP FORM\***

The Caregiver agrees that the following veterinary care will be provided for the horse according to the schedule noted below at the sole expense of the Caregiver.

**April 1: Spring Inoculations:** Eastern/Western Encephalitis, Tetanus, Rabies (in NJ and PA.), Dental Care and any other inoculations your veterinarian recommends for endemic disease.

**October 1: Fall Inoculations:** Flu, Rhino, Dental Care, and any other inoculations your veterinarian recommends for endemic diseases.

**Worming and Hoof Care:** Worming every six to eight (6 to 8) weeks. Hoof Care every six to eight (6 to 8) weeks.

(\*See last page for sample of Veterinary Follow Up Form.)

The Caregiver agrees to forward to SRF documentation of his/her veterinarian’s visit at the time of the visit and/or

Applicants name \_\_\_\_\_

upon request by SRF. A form may be provided for this purpose by SRF. Should this form not be to caregiver, \_\_\_\_\_ Caregiver will provide SRF with documentation of the following information prepared and signed by a veterinarian licensed to practice veterinary medicine in the State where said horse resides within one (1) week of the veterinary examination: a) Veterinarian’s name, address, signature, and license number; b) Date of examination; c) Weight score according to the Henneke System; d) General condition, and living conditions of said horse; e) Adequacy of shelter and fencing; f) Verification that said horse has had necessary inoculations and worming.

***No SRF Horse is to be euthanized without the following actions:***

- **The Boarding Farm Owner/Manager or Adopter** must contact the SRF before any action is taken unless in an emergency situation and the horse is in a life or death situation and no other life saving action is possible. Euthanasia may only be administered by a licensed veterinarian. In non-emergency situations only the SRF Veterinarian, Dr. Stephen Bokman, or the Executive Director may approve euthanasia, which may only be administered by a licensed veterinarian.

**7. OTHER---** At the request of the SRF, the Caregiver agrees to provide to the SRF within two (2) weeks of such request a recent photograph (taken within two (2) weeks before or after such request) of the horse.

- A representative of the SRF or duly authorized agent thereof shall be permitted to visit the

horse at its location without prior notice to the Caregiver and may remove the horse from said location at the discretion of the SRF.

If a horse is returned to or retrieved by the SRF in condition less than #6 *Moderately Fleshy*, according to the Henneke Scoring System, the Caregiver agrees to pay the expenses to improve the condition of said horse to #6 as determined by a licensed veterinarian.

**8. NOTIFICATION OF ILLNESS OR DEATH**

- a) **Illness and Injury:** The Caregiver agrees to provide recommended veterinary care for the illness and/or injury of the horse according to its needs and/or according to the requirements of the ordinances of the County of \_\_\_\_\_ and the laws of the State of \_\_\_\_\_.
- b) In the event of the death of the horse, the Caregiver will immediately, within twenty-four (24) hours, notify the SRF, (I) of the death, (II) the cause thereof and, (III) the circumstances surrounding the death. Within five (5) days of the death of the horse, a signed statement from a veterinarian licensed to practice veterinary medicine in the state where the death occurred must be forwarded to the SRF confirming the apparent cause of death. Euthanasia, when necessary, may only be performed by a licensed veterinarian in a humane manner.
- c) Caregiver agrees to immediately (within twenty-four (24) hours) notify the SRF in the event of serious illness of or injury to the horse.

**9. SRF LIABILITY LIMITS--**The Caregiver agrees to hold harmless the SRF, its board members, volunteers, employees, foster care providers, owners of the horse and former owners of the horse for damage or injury caused to any person or property by the horse including but not limited to all attorneys' fees, costs and expenses of litigation as well as any award for damages, any and all medical expenses or other costs incurred as the result of damage or injury to any person or property. The Caregiver is aware that SRF does not guarantee or warrant the general condition, temperament, or soundness of any horse. Caregiver is advised to obtain appropriate liability insurance coverage, as the SRF will not be responsible for any liability.

**10. VALIDITY AND NONWAIVERS--**In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. If the SRF fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and the SRF shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all times.

**11. ENTIRE AGREEMENT/AMENDMENT.** This Adoption/Caregiver Contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if such writing is signed by both parties and ATTACHED hereto on a separate addendum.

**12. LAWS OF STATE GOVERNING AGREEMENT**

This Agreement shall be governed by the laws of the State of New Jersey, the State of New York, and/or the Commonwealth of Pennsylvania. The parties hereto agree to the jurisdiction of the Courts of the Commonwealth of Pennsylvania and/or of Monmouth County, New Jersey.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands and seals the day and year first above written.

**Caregiver** (*must be at least 18 yrs old*)

\_\_\_\_\_  
Signature                      date                      Print Name                      Caregivers  
Home Phone # \_\_\_\_\_ Work Phone #:  
\_\_\_\_\_  
Address: \_\_\_\_\_

**Witness** (*must be at least 18 yrs old*)

\_\_\_\_\_  
Print **Witness' Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Work Phone #:  
\_\_\_\_\_  
Address: \_\_\_\_\_

Signature of SRF  
Representative \_\_\_\_\_  
Date \_\_\_\_\_