



## Standardbred Retirement Foundation

42 Arneytown-Hornerstown Rd.

Cream Ridge, NJ 08514

P: 609-738-3255

F: 609-738-3258

Email: [SRFAAdoption@gmail.com](mailto:SRFAAdoption@gmail.com)

[www.AdoptaHorse.org](http://www.AdoptaHorse.org)

### ADOPTION/ CAREGIVER CONTRACT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year), by and between THE STANDARD BRED RETIREMENT FOUNDATION (hereinafter referred to as the "SRF") and \_\_\_\_\_ (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) \_\_\_\_\_ (level of use) W WT WTC WTCX

(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 TO THE FOLLOWING:

##### 1. GENERAL AGREEMENT

Caregiver agrees the Standardbred Retirement Foundation (SRF) is placing the Horse with the Caregiver in exchange for (1) Caregiver's agreement to comply with the terms of this Contract and (2) the companionship the Horse will provide to the Caregiver.

##### 2. GENERAL RESTRICTIONS

(a) 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.

(b) In the event the Caregiver is no longer able to provide good care for the horse(s) he or she CANNOT give away, sell, lease or transfer the horse. We expect you will find or assist the SRF in finding a loving home for the Horse that must also be approved by SRF. In the rare case a new home is not secured, the Horse must be returned to SRF. The Caregiver will immediately notify the SRF and will only release the Horse to SRF. Caregiver agrees that the Horse will have proof of current negative Coggins test and be up to date on inoculations, worming, dental and hoof care, at the Caregiver's expense.

(c) 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, or an SRF approved adopter.

(d) You understand SRF retains ownership of the horse.

##### 3. CARE OF HORSE

(a) 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 safe 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'.



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

A. Your licensed veterinarian must complete a veterinary follow-up form semi-annually (it is suggested to coincide with vaccinations) and submit to SRF.

Form are available on SRF's website: [AdoptaHorse.org](http://AdoptaHorse.org) and/or by contacting the office at 609-738-3255 or email [SRFAdoption@gmail.com](mailto:SRFAdoption@gmail.com).

B. The Caregiver agrees that the following veterinary care will be provided for the Horse according to the schedule noted below as semi-annually at the sole expense of the Caregiver:

**i May 15th: Spring Inoculations:** Eastern/Western Encephalitis, Tetanus, and Rabies if in NJ and PA., Dental Care and any other inoculations your veterinarian recommends for endemic disease.

**ii November 1st: 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.

**Dental Care:** Dental care needs to be done annually.

**5. PHOTOS UPON REQUEST**

The Caregiver agrees to supply photos of the horse upon request from SRF.

**6. ILLNESS, INJURY OR DEATH**

a) The Caregiver agrees to provide recommended veterinary care for 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 non-emergency situations, if it is deemed by a licensed veterinarian that the quality of life of said horse is poor, euthanasia may only be administered by a licensed veterinarian.

(c) In the event of the death of the horse, the Caregiver will, within forty-eight (48) 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.

**7. MOVING STABLE ARRANGEMENTS**

The Caregiver may only move the horse to a new location if the SRF is informed in writing thirty days prior to the proposed move, and SRF approves the new facility prior to the move. Said horse will reside at:

\_\_\_\_\_

Contact Person \_\_\_\_\_ Tel \_\_\_\_\_

Address of stabling site \_\_\_\_\_ Tel \_\_\_\_\_



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

\_\_\_\_\_

and will not be moved from, the following address without the written approval of the SRF.

**8. TRANSPORTATION/SHIPPING and EXPENSES**

Transportation arrangements and costs are the sole responsibility of the Caregiver at the time of placement, and in the event the Horse is to be returned to SRF for any reason. Caregiver is to secure transport of the Horse to their boarding stable within ten (10) days of signed contract, should more time be needed there is a charge of a \$14. per day.

**9. OTHER:**

A representative of the SRF or duly authorized agent thereof shall be permitted to visit the Horse(s) at its location without prior notice to the Caregiver and may remove the horse from said location at the discretion of the SRF. If the Horse is returned to or retrieved by the SRF in condition less than #6 Moderately Fleishy, according to the Henneke Scoring System, and it is also noted by a licensed veterinarian that other care is needed due to the Caregiver's negligence, the Caregiver agrees to pay the expenses to improve the condition of the Horse, transportation, all attorney's fees, and court expenses, staff time, and all other related expenses.

**10. 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.

**11. 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.

**12. 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. This contract may be modified or amended in writing, if such writing is signed by both parties and ATTACHED hereto on a separate addendum.



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### 13. LAWS OF STATE GOVERNING AGREEMENT

This Agreement shall be governed by the laws of the State of New Jersey. The parties hereto agree to the jurisdiction of the Courts of the Commonwealth of Pennsylvania and/or of Monmouth County, New Jersey or Passaic County, New Jersey. The adopter will incur all expenses should SRF need to pursue legal action or action to help and recover possession of said horse.

### 14. ADOPTION FEES ARE NON-REFUNDABLE.

In general terms, the following refers to: if you breach the agreement, SRF has the right to recover the horse, and to a \$10k judgment against the adopter of the horse.

### CONFESSION OF JUDGMENT

***POSSESSORY CONFESSION OF JUDGMENT:*** In the event this adoption contract is terminated on account of any Event of Default or when the Horse is not immediately returned to the SRF as required, it shall be lawful for any attorney of any court of record to appear as attorney for the SRF and to appear for Adopter in any and all actions which may be brought for recovery of the Horse and to sign for Adopter an agreement for entering in any court of competent jurisdiction an amicable action or actions for the recovery of the Horse, to confess judgment for the recovery by the SRF of possession of the Horse, for which this Agreement shall be sufficient warrant. Upon entry of judgment for possession, if the SRF so desires, an appropriate writ of possession may issue promptly, without any prior writ or proceeding whatsoever, provided that if for any reason after such action shall have been commenced it shall be determined that possession of the Horse should remain or be restored to Adopter, the SRF shall have the right for the same default and upon any subsequent default or defaults, or upon termination of this Agreement or of the Adopter's right or possession, to bring one or more further amicable action or actions to recover possession of the Horse and to confess judgment for the recovery of possession of the Horse as provided. Notwithstanding anything contained in this Agreement to the contrary, the right of the SRF to initiate an amicable action for recovery of possession of the Horse as specified above shall not preclude or limit the SRF's right to initiate an amicable action for recovery of damages (including but not limited to, all reasonable legal fees, costs and expenses incurred to recover possession of the Horse).

***MONETARY CONFESSION OF JUDGMENT:*** If the Adopter shall default under this Agreement by failing to ensure provision of required care, or due to sale, transfer or other conveyance of the Horse by Adopter, the Adopter hereby authorizes and empowers any Prothonotary or attorney of any court of record to appear for Adopter in any and all actions which may be brought for recovery of the Horse and to sign for Adopter an agreement for entering in any court of competent jurisdiction an amicable action or actions for the recovery of Horse as well as ten thousand dollars (\$10,000.00) for reasonable legal fees, costs and expenses incurred or to be incurred to recover possession of the Horse and other sums, and in suits or in amicable action or actions to confess judgment against Adopter for all or any part of the reasonable legal fees, costs and expenses incurred to recover possession of the Horse and other sums including but not limited to interest thereon. Such authority shall not be exhausted by one exercise, but judgment may be confessed from time to time as often as any of the enumerated sums shall become due and such powers may be exercised after the expiration of the term of this Agreement as well.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

I understand the following (please initial each)

\_\_\_\_\_ I cannot race, sell, breed, use for embryo transfer assigned, transferred, leased, slaughtered, or used for commercial use.

\_\_\_\_\_ Should I not be able to provide good care to this horse, SRF expects your assistance to find a new home, but this home must be approved by SRF or the horse must return to SRF.

\_\_\_\_\_ I understand the Veterinary Follow-ups must be submitted semi-annually.

\_\_\_\_\_ If the horse changes location, SRF must be informed prior to moving.

**Adopter/ Caregiver (must be at least 18 yrs. old) –Print Name** \_\_\_\_\_

**Adopter/Caregiver Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

Cell Ph#: \_\_\_\_\_ WorkPh#: \_\_\_\_\_ Email \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

**Drivers License # or SS# (required)** \_\_\_\_\_

**Witness (must be at least 18 yrs. old) – Print Name** \_\_\_\_\_

**Witness' Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

Cell #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

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