



**COMPANION HORSE ASSISTANCE PROGRAM (CHAPS)**  
**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 (check all):  Pasture Mate (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**

- a. 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.

**2. GENERAL RESTRICTIONS**

- a. The Horse is not to be ridden, or driven or used for any purpose other than as a pasture mate to other animals.
- b. 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.
- c. 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. SRF expects 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.
- d. 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.
- e. 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 Fleshy” 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.)
- b. The Caregiver hereby acknowledges that the Horse may not be in “Condition #6 Moderately Fleshy” 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 Fleshy.”

- c. 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'.

#### **4. REQUIRED VETERINARY CARE and REIMBURSEMENT**

- 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. Annually, in Spring (April 1<sup>st</sup> – June 1<sup>st</sup>) SRF requires inoculations for Eastern/Western Encephalitis, Tetanus, and Rabies to be administered by a licensed veterinarian and will be reimbursed up to \$150. when the Veterinary Follow-up form is completed by your veterinarian. (Paid invoices can be sent to SRF, PO Box 312, Millstone, NJ 08535 or emailed to [SRFadoption@gmail.com](mailto:SRFadoption@gmail.com))
- c. Annual dental care is required and will be reimbursed up to \$100.
- d. The SRF will reimburse Caregiver up to \$350. annually, for any pre-approved veterinary care for injuries or illnesses administered by a licensed veterinarian when the Caregiver is in compliance with the annual Veterinary Follow-up form, and annual required photos. (Caregiver to contact SRF via phone or email to obtain pre-approval for this care.)
- e. SRF requires photographs of the Horse annually during the period of October 1 – November 1, and when requested.
- f. Worming and Hoof Care:  
i. Worming required every six to eight (6 to 8) weeks; and  
ii. Hoof Care required every six to eight (6 to 8) weeks.

#### **5. ILLNESS, INJURY OR DEATH**

- a. 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.
- b. 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.

#### **6. PHOTOS**

The Caregiver agrees to supply photos of the Horse during the time of Fall September 15- Nov 15 annually, and upon request from SRF.

#### **7. MOVING STABLE ARRANGEMENTS**

- a. 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.
- b. Said horse will reside at:  
i. Contact Person: \_\_\_\_\_; Telephone: \_\_\_\_\_



**Standardbred Retirement Foundation**

42 Arneytown-Hornerstown Rd., Cream Ridge, NJ 08514  
P: 609-738-3255 | F: 609-738-3258 Email: [SRFAdoption@gmail.com](mailto:SRFAdoption@gmail.com)

- ii. Address of stabling site: \_\_\_\_\_;
- iii. Telephone of Stabling Site: \_\_\_\_\_;

- iv. Directions from nearest interstate route and/or major city:
  - 1. \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_;

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

**8. TRANSPORTATION/SHIPPING and EXPENSES**

- a. 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.

**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 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.

**13. LAWS OF STATE GOVERNING AGREEMENT**



## Standardbred Retirement Foundation

42 Arneytown-Hornerstown Rd., Cream Ridge, NJ 08514  
P: 609-738-3255 | F: 609-738-3258 Email: [SRFAdoption@gmail.com](mailto:SRFAdoption@gmail.com)

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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.



**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, the SRF expects your assistance to find a new home, but this home must be approved by the SRF, or the horse must return to the SRF.

\_\_\_\_\_ I understand the Veterinary Follow-up must be submitted to SRF annually.

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

**ADOPTER / CAREGIVER (must be at least 18 years of age)**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Cell Ph#: \_\_\_\_\_ Driver's License # or SS# (required): \_\_\_\_\_

Email: \_\_\_\_\_ Work Ph#: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**WITNESS (must be at least 18 years of age)**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Cell Ph#: \_\_\_\_\_ Work Ph#: \_\_\_\_\_

Email: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**SRF REPRESENTATIVE (must be at least 18 years of age)**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_