

SOUTHERN CALIFORNIA THOROUGHBRED RESCUE ADOPTION AGREEMENT

1. AGREEMENT: This Agreement, entered into this _____ day of _____ 2015, between Southern California Thoroughbred Rescue and _____, who shall hereinafter be known as “Adopter”, is a legally binding agreement delineating the terms and conditions of the transfer of the bay thoroughbred gelding, _____, Jockey Club Registration # _____, hereinafter known as “Subject Horse”, from Southern California Thoroughbred Rescue to Adopter.

2. RIGHT OF RETURN, ASSIGNMENTS, TRANSFERS: Upon receipt of this signed agreement to provide all necessary care for Subject Horse, Southern California Thoroughbred Rescue hereby transfers ownership of Subject Horse for the remainder of the Subject Horse’s life or until such time as Adopter cannot or will not continue such care for the Subject Horse. In either of the latter instances, Adopter shall notify Southern California Thoroughbred Rescue, which shall accept the horse back into its possession with all costs of return of Subject Horse paid for by Adopter. It is clearly understood, and agreed that the Adopter has no right to sell, lease, transfer or convey possession and/or ownership of Subject Horse to any other individual or entity at any time for any reason. Subject Horse may never be offered for sale at any form of public auction, nor sold for slaughter. _____ (Adopter’s Initials)

3. RIGHT OF TERMINATION: Adopter understands that Southern California Thoroughbred Rescue grants ownership of the Subject Horse to Adopter only for such time as the above horse shall be maintained according to acceptable standards of horse husbandry. Adopter agrees to maintain said horse in good health, to provide adequate food, free access to water, shelter, farrier, dental, and veterinary care. At such time as said horse is not maintained according to acceptable standards of horse husbandry, as shall be determined upon the examination of a licensed veterinarian, law enforcement agent, or an assigned agent of Southern California Thoroughbred Rescue, this agreement shall terminate and Adopter shall surrender said horse to possession of Southern California Thoroughbred Rescue upon demand and without court order. _____ (Adopter’s Initials)

4. RIGHTS OF INSPECTION: Adopter agrees that an authorized representative of Southern California Thoroughbred Rescue shall have the right to inspect the Subject Horse and the facilities where the horse shall be maintained with five (5) days of written notice to Adopter. Adopter releases the right to Southern California Thoroughbred Rescue to contact the primary veterinarian and farrier for the Subject Horse at any time to obtain and inspect any and all records maintained on Subject Horse. Adopter agrees that at anytime and by unilateral action, Southern California Thoroughbred Rescue may inspect during normal business hours any record or document associated with the Subject Horse including emails, receipts, or phone records in order to determine the health maintenance of the Subject Horse or to determine the cause of any injury including personal or property damage to any party. _____ (Adopter’s Initials)

Name, Address and Phone Number of Adopter’s veterinarian:

5. COST OF RECOVERY: In the event that Southern California Thoroughbred Rescue shall void this agreement for reason of insufficient standard of care to the above horse, Adopter shall be responsible for all costs of recovery, including transportation and legal fees.

_____ (Adopter's Initials)

6. DISCLOSURE: The Adopter understands that the Subject Horse may have health limitations due to previous instances of neglect, abuse, or injury. Southern California Thoroughbred Rescue agrees to disclose any known injuries, blemishes, unsoundness, or other pre-existing conditions as a courtesy to the Adopter and Adopter understands that these disclosures, including any veterinary records, are merely opinions. Adopter understands that many conditions of the horse are not obvious, and that Southern California Thoroughbred Rescue cannot know all the details of the horse's history. Adopter acknowledges that he or she has sole responsibility for determining if the horse is fit for use. Adopter acknowledges that he or she has been advised by Southern California Thoroughbred Rescue to engage the services of a licensed veterinarian to evaluate said horse for intended use. Adopter agrees to accept the above horse as is. _____ (Adopter's Initials)

7. WARRANTIES: Southern California Thoroughbred Rescue warrants that it has good and clear title to the Subject Horse, free from any liens. Adopter understands and agrees that the horse is accepted from Southern California Thoroughbred Rescue without conditions or warranties of any kind except as otherwise stated herein, including health, soundness, temperament, or fitness for a particular purpose. _____ (Adopter's Initials)

8. LIMITATION OF USE: The horse is transferred to Adopter solely for use as a pleasure or show horse. Adopter understands that the horse cannot be used for racing of any kind. Entry into any race or the publication of any recorded work by the Subject Horse will automatically void this agreement and Southern California Thoroughbred Rescue shall take possession of the horse without court order. Return of horse in violation of this condition shall be at sole expense of the Adopter. The Subject Horse may not be bred. _____ (Adopter's Initials)

10. CHANGE OF ADDRESS: Adopter agrees to notify Southern California Thoroughbred Rescue thirty (30) days prior to any change in location of horse, to supply the address and contact information for that location, and veterinarian contact information if necessary. Adopter will otherwise maintain subject horse at the following address: _____ (Adopter's Initials)

Name, address and telephone number of the boarding facility/private residence/retirement facility where horse will reside:

11. DEATH OF HORSE: Adopter agrees that in the event of the horse's death, Southern California Thoroughbred Rescue will be notified within twenty-four hours of (a) the horse's death, (b) the cause thereof, certified by a licensed veterinarian and, (c) the circumstances surrounding the death. Euthanasia, when necessary, may only be performed by a licensed veterinarian in a humane manner. _____ (Adopter's Initials)

12. DEATH OF ADOPTER: In the event of death of the Adopter, Southern California Thoroughbred Rescue will be notified within ten (10) days. In the event that no alternative provisions have been made by Adopter for the Subject Horse that are acceptable to Southern California Thoroughbred Rescue, Subject Horse shall be returned to Southern California Thoroughbred Rescue. _____ (Adopter's Initials)

13. FREEDOM FROM LIENS: Adopter agrees to keep said horse free from all liens, encumbrances, charges and claims, and to hold Southern California Thoroughbred Rescue harmless thereof. _____ (Adopter's Initials)

14. INDEMNIFICATION: Adopter agrees to indemnify and hold Southern California Thoroughbred Rescue, its officers, directors, employees, care providers, contractors, suppliers, and volunteers harmless from and against any and all claims, actions, damages, liability, and expense in connection with the loss of life, personal injury, damage to property, or financial losses arising out of the use or care of the Subject Horse. _____ (Adopter's Initials)

15. 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 Southern California Thoroughbred Rescue fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof, and Southern California Thoroughbred Rescue shall nonetheless retain all of the rights granted to them hereunder, which rights shall remain in full force and effect at all times. _____ (Adopter's Initials)

16. ADOPTION DONATION: Adopter understands that a non-refundable adoption donation of \$ _____ (dollars) was paid to Southern California Thoroughbred Rescue by Adopter. This adoption donation must be paid in full before the Subject Horse is transferred to the Adopter. This donation may be tax deductible by the Adopter. Adopter should consult his/her independent tax advisor to determine deductibility. _____ (Adopter's Initials)

17. PROGRESS UPDATES: Adopter agrees to inform Southern California Thoroughbred Rescue in writing and provide photos of the Adopted Horse's progress and condition in the first, third, sixth and twelfth months of the term of this Agreement. After the initial twelve (12) months, Adopter agrees to provide annual updates on progress and condition of Subject Horse, including photographs.

All Parties to this Agreement must be over 18 years of age.

Adopter's Signature: _____ Date: _____

Print Name: _____

Witness Signature: _____ Date: _____

Print Name: _____

SCTR Representative Signature: _____ Date: _____

Print Name: Caroline Betts

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA

_____ (Adopter's Initials)