



Thoroughbred Adoption Contract

Contract must be filled out completely and signed by Adopter and ReRun, Inc. Representative.

Horse: _____

Adopter: _____

Age of Horse: _____ Mare / Gelding? _____ Color of Horse _____

Tattoo # _____ Markings: _____

Adopter's Address: _____

Phone: _____ Alt. Phone: _____

Email: _____

Date of Adoption and Placement ___/___/___

This agreement is entered into between ReRun Inc., a nonprofit corporation, whose purpose is to place thoroughbred ex-racehorses into permanent adoptive homes and _____ (hereinafter "the Adopter"). Whereas ReRun Inc. (hereinafter "ReRun") is the owner of the above referenced horse, the Adopter agrees to take legal ownership of the horse and agrees to the following terms and conditions:

1. Detailed description of named equine's physical condition and stable vices at time of placement:

2. The adoption fee of _____ is non-refundable.

3. The horse may not be raced, under any circumstances, bred unless previously agreed upon with ReRun, sold, given away, assigned or disposed of, or have any interest in thereof transferred for a one year period from the date of signing this Agreement. The Adopter agrees to pay liquidated damages in the amount of \$10,000 to ReRun for any violation of this provision. Should a life-threatening situation arise, only a licensed veterinarian may humanely euthanize the named horse.

4. Transportation arrangements and costs are the responsibility of the Adopter at the time of placement and in the event of return or replacement.



5. **General Care Required:** 1) Named horse must maintain weight and condition as described by the Henneke Scoring System between Moderate (5) and Fleshy (7). This will vary depending on the level of exercise the horse is receiving. 2) Said horse must have free access to fresh water, hay and/or pasture at all times as well as salt/mineral supplements and a feed schedule of grain provided to the needs of said horse. 3) At minimum, a three-sided shelter must be available at all times. 4) Adequate fencing and a companion animal must also be provided.
6. **Health Care Required:** 1) Yearly vaccinations are required. Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases are mandatory. 2) Dental Care is the responsibility of the Adopter. Teeth must be kept in good condition. The Adopter is responsible for getting teeth checked and floated if necessary. 3) Named horse must be kept on a regular de-worming program. 4) Proper hoof care is required to be done as often as necessary to maintain sound hooves.
7. **Illness or Injury and Care:** The adopter agrees to provide recommended veterinary care for illness and/or injury according to the horse's needs and according to the requirements of _____ County ordinance and/or the laws of the State of _____.
8. For a period of one year at the conclusion of the third, sixth and twelfth month from the date of signing of this Agreement, the Adopter agrees to submit an Adoption Update Report that includes, but is not limited to:
 - a) a photograph of the horse in which the horse can be viewed in entirety without obstructions to body or hooves
 - b) a description of the horses health, disposition and vocational use
 - c) the address and contact information of horses current location
9. The Adopter agrees in advance that ReRun has the right to obtain all veterinary records directly from any veterinarian treating the horse, and the *execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to ReRun of all veterinary records maintained.*
10. The following requires notifying ReRun within 24 hours: 1) Death of the horse - A statement from a veterinarian stating the apparent cause of death must be forwarded to ReRun 2) serious injury or illness that could be life threatening.
11. The Adopter agrees that the named horse will reside at:

Farm Name: _____

Farm Address: _____

Farm Phone #: _____

12. If the Adopter changes the location of the horse or changes the horse's veterinarian, ReRun must be provided the new stabling information and the veterinarian information within thirty (30) days of said change.

13. During the one-year period, the Adopter agrees to permit a representative of ReRun to visit the stabling property and the horse and to return the horse to the program if ReRun determines that the situation is undesirable for the well-being of the horse according to the standards explained herein. Additional visits are a condition to this agreement. The Adopter also agrees to allow a ReRun representative access to the property should removal of said horse be necessary.
14. Upon expiration of the one year period, the Adopter may sell or transfer the ownership of the horse, the Adopter agrees not to sell or transfer the horse to any individual or entity who intends to race the horse or sell or give the horse away to be slaughtered whether directly or via a third party. **Prior to selling or transferring the horse, the Adopter agrees to:**
 - a) Notify ReRun and provide the new owner's contact name, address, telephone number and the location of where the horse is being moved to.
 - b) Provide a copy of this Adoption Agreement to the new owner.
 - c) Return an executed copy of Attachment A to ReRun **prior to** selling or transferring the horse.
15. _____ By initialing here, the Adopter acknowledges that they understand the purpose of having the horse examined by a veterinarian before signing this agreement, but have declined to do so, and are taking the horse "as is."
16. If the Adopter fails to comply with any of the conditions or regulations, such action will constitute a breach of contract thereby giving ReRun the right to have the horse inspected by a veterinarian selected solely by ReRun and/or exercise its right to retake possession of the horse.
17. No action taken by ReRun shall constitute a waiver of its rights under this Agreement or applicable law, nor shall such action or inaction excuse the Adopter from performing his/her duties under this Agreement. The invalidity or unenforceability of any provision of this Agreement, or any portion of any provision, shall not affect the validity or enforceability of the remainder of the Agreement as a whole or any provision thereof.
18. This Agreement constitutes the entire Agreement between ReRun and the Adopter and supersedes any other prior or contemporaneous oral or written agreements or understandings. The terms of this Agreement may not be altered or amended except by written agreement signed by ReRun and the Adopter. This Agreement may not be assigned by the Adopter and shall be binding upon the parties' respective heirs, successors, legal representatives and any of ReRun's assignees.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation in which ReRun is a party concerning this Agreement or the Horse must be filed in the State of New York and the Adopter hereby consents to such venue and further consents to the jurisdiction of any state or federal court in the State of New York



20. The Adopter releases ReRun, Inc. from any liability and agrees to hold harmless ReRun and any of its employees, agents, directors, or trustees from any and all liability related to the horse, and any injury or cause of action related to the horse. ReRun makes no representations or guarantees about the soundness, abilities, temperament or health of the horse from the time the named horse is released to the Adopter.
21. I UNDERSTAND THAT THERE ARE MANY RISKS INVOLVED IN RIDING, PARTICIPATING AND/OR BEING AROUND HORSES. I ALSO UNDERSTAND THAT, DUE TO THEIR SIZE, THEY ARE POWERFUL AND INHERENTLY DANGEROUS. I FURTHER UNDERSTAND THAT ANYONE RIDING OR NEAR A HORSE IS AT RISK AT ALL TIMES AND CAN SUFFER BODILY INJURIES AND/OR PROPERTY DAMAGE. I ALSO AGREE THAT I WILL NOT HOLD RERUN, INC. OR AGENTS, EMPLOYEES TRUSTEES, OR DIRECTORS RESPONSIBLE FOR ANY INJURIES, DEATH OR DAMAGES IF I SHOULD BE INJURED, DIED OR HAVE DAMAGES RESULTING IN ANY WAY FROM THE ADOPTED HORSE. I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADOPTION AND PLACEMENT AGREEMENT.

Warning - Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury to the participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.



Adoption and Placement Agreement

ATTACHMENT A

Upon expiration of the one year period, the Adopter may sell or transfer the ownership of the horse, the Adopter agrees not to sell or transfer the horse to any individual or entity who intends to breed the horse, race the horse or sell or give the horse away to be slaughtered. **Prior to selling or transferring the horse, the Adopter agrees to:**

- a) Notify ReRun and provide the new owner's contact name, address, telephone number and the location of where the horse is being moved to.
- b) Provide a copy of the Adoption Agreement to the new owner.
- c) Return an executed copy of Attachment A – Transfer of Ownership Agreement to ReRun **prior to** selling or transferring the horse.

TRANSFER OF OWNERSHIP AGREEMENT

1. I understand that _____ is a horse that was previously owned by and adopted through ReRun.
2. As the new owner of _____, I agree to abide by the requirements of paragraphs 5, 6, 7, 10, 11, 12, 14 and 15 of the ReRun Adoption Agreement.
3. If I sell or transfer ownership of the horse, I agree to have the new owner or transferee submit Attachment A to ReRun **prior to** transferring the horse.
4. I agree that I will not sell or give the horse to any auction or individual who intends to send or transport the horse to slaughter or race the horse.
5. *I understand that should I be unable to be responsible for the horse, I will contact ReRun to determine whether ReRun can assume responsibility for the horse, after all efforts to find the horse an appropriate home are made by myself, the adopter.*

Name

Date



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ReRun the Leader in Thoroughbred Adoption and Aftercare

ReRun has been an industry leader in the rehoming of Thoroughbreds after their racing or breeding careers have ended. ReRun's mission is to rehabilitate, retrain, and find adoptive homes for Thoroughbred racehorses when their careers on the track are over. ReRun is a 501(c)(3) non profit celebrating 20 years of rehoming Thoroughbreds.



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DON'T CALL IT A DREAM
CALL IT A THOROUGHBRED
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