

THOROUGHBRED PLACEMENT RESOURCES, INC. ADOPTION CONTRACT

Registered Name of Horse: _____ Date: _____

INSTRUCTIONS FOR COMPLETING THIS TRANSFER OF OWNERSHIP

Please read and complete this entire document carefully. This agreement must be completed in full. **Note – this agreement is for the protection of the horse, not to keep you from owning one***

ADOPTER (hereinafter known as “New Owner”) INFORMATION:

Your Name – First and Last: _____

Email Address: _____

Telephone Number: _____ Cell Phone Number: _____

Address: _____

This Horse will be kept at this address: Boarding or Residence? (circle one)

Address: _____ Telephone: _____

DESCRIPTION OF HORSE TO BE TRANSFERRED (hereinafter known as “This Horse”)

Be sure to list the horse’s name (include brand/tattoo if applicable) and description here:

Name: _____ Gender: _____

Breed: Thoroughbred Color: _____

Identification Markings and/or Tattoo: _____

Any Special Needs: _____

WAIVER OF LIABILITY

By signing below, (New Owner) agrees that Thoroughbred Placement Resources, Inc., 13130 Molly Berry Road, Upper Marlboro, Maryland 20772 (**hereinafter known as “TPR”**), makes no representations or warranties concerning the horse, including but not limited to the condition, health, temperament, soundness, or fitness for any particular purpose. (New Owner) understands and agrees that TPR is not liable for any representations or misrepresentations concerning above described horse. I, (New Owner) do hereby release TPR of and from any liability arising from representations, misrepresentations, care or handling of the horse offered. I further agree that TPR is released from liability for any mistakes and/or intentional acts of service providers and/or contractors such as livestock haulers, veterinarians, or handlers who may at any time be in the care, custody and control of the horse I am acquiring.

New Owner Signature: _____ Date: _____

Print Name: _____

REPORTING AND INSPECTION / TERM OF AGREEMENT

The parties hereby agree that the term of this Agreement for purposes of Reporting and Inspection shall be 12 months.

During the Reporting and Inspection Term of this Agreement, New Owner must prepare and submit to TPR a written update on (This Horse) six months following the date of this Agreement (and within seven (7) days of serious injury, illness or death of (This Horse)), which shall include:

- (i) a current body photograph of the Adopted Horse without blanket or tack;
- (ii) a narrative description of the Adopted Horse's progress and condition;
- (iii) complete information concerning any change in the boarding facility; and
- (iv) in the event of serious injury, illness or death, a complete veterinary report.

(New Owner) agrees to contact TPR by phone 30 days (one month) and one year (12 months) after the adoption to provide an update on (This Horse). A TPR representative will initiate contact with (New Owner) at those times.

Upon seven (7) days notice from TPR, (New Owner) shall provide copies of any veterinary records, receipts or reports concerning (This Horse). (New Owner) expressly authorizes TPR representatives to inspect (This Horse) at any time, at any location, including but not limited to, any private stable location.

AGREEMENT

It is agreed that entry of (This Horse) in a race shall void this sale and any subsequent sales, and ownership and all rights of possession shall immediately revert back to TPR. The adopted horse may immediately be removed from any premises by TPR including from any racetrack, without court order. (New Owner) authorizes TPR to present a copy of this Agreement or other notice of this Agreement to any Racing Secretary and the Racing Secretaries are authorized and directed to bar (This Horse) from entering any race.

(New Owner) agrees not to breed the horse under any circumstances.

It is agreed that if (This Horse) is offered for sale, or is to be given away at any time in the future, TPR will be notified via telephone and First Class mail and given first right of refusal. TPR has seven (7) days to exercise the first right of refusal from the date the notification is received from (New Owner). If TPR opts not to exercise its first right of refusal then (New Owner) will provide TPR with the name, address and telephone number of any prospective owner to which the horse may be transferred so that TPR has the ability to monitor the health and safety of the horse.

Finally, the undersigned agrees that (This Horse) will only be transferred privately and will not be resold at any type of auction, sale to any horse broker/dealer, at any feed lot or slaughter destination. In the event the undersigned fails to comply with the terms of this Transfer of Ownership Agreement, TPR reserves the right to commence legal proceedings to recover the horse, and

the undersigned shall be liable for all costs and expenses of TPR to recover the horse including damages which are assumed to be a minimum of \$5,000.00 plus attorney fees.

Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.

This Transfer of Ownership Agreement is agreed upon:

New Owner Signature: _____ Date: _____

Print Name: _____

Signature warrants that the (New Owner) is at least 18 years of age at the time of signature and Acknowledges receipt of the Processing Terms and Conditions contained within this agreement.