

# Secretariat Center

## EQUINE ADOPTION CONTRACT

Come the parties, Secretariat Center, by and through its Executive Director or another authorized representative, and \_\_\_\_\_ (Adopter) (Secretariat Center and Adopter sometimes referred to herein, collectively, as "Parties"), and hereby enter into the following Adoption Contract (hereinafter "Contract") with regard to the thoroughbred horse identified below (hereinafter the "Horse"):

Reg. Name/Barn Name: \_\_\_\_\_

Reg./Tattoo number: \_\_\_\_\_

Sire/Dam: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Description: \_\_\_\_\_

Owner/breeder: \_\_\_\_\_

- ADOPTION FEE:** The adoption fee of \$ \_\_\_\_\_ is due and payable at the time this Adoption Contract is signed and before the horse leaves the Secretariat Center. The Parties agree that this fee, or any portion thereof, is non-refundable, even in the event that the Horse is returned to the Secretariat Center, as the fee is a donation and not a purchase price for the above-referenced animal.
- TRANSPORTATION:** Following the signing of this Contract, the Adopter has seven days to remove the horse from the Secretariat Center facilities. A daily rate of \$30 per day is charged for board beyond the seven-day grace period, up to a maximum of thirty (30) days. Any extraneous care i.e. shoes, vet work, dentist will be done if it is in the best interest of the horse and Owner will reimburse the Secretariat Center. After the expiration of thirty (30) days, the Parties agree that if the horse has not been picked up, custody and control of the horse revert to the Secretariat Center, and the adoption fee may be retained by the Secretariat Center as a donation to cover any board, retraining or new adoption expenses, with no credit given to the prospective adopter. The Parties agree that no financial reimbursement will be made for any reason.
- NO GUARANTEE OF FITNESS:** Secretariat Center makes no verbal or written guarantees of the general condition, soundness, temperament, or ability of any horse available for adoption. Adopter acknowledges that the Horse is being adopted as is. Adopter acknowledges that Adopter has been allowed to have, at her/his sole expense, a pre-purchase veterinary examination, and to ride the Horse or have a trainer ride the Horse prior to signing this Contract. Adopter further acknowledges that soundness, fitness, or variations in temperament are not reasons permitting the return of the Horse to the Secretariat Center after the initial thirty (30) days following the signing of this Contract.
- APPROVAL FOR ADOPTION:** The Parties agree that Adopter has been approved for adoption through the Secretariat Center's Adoption Application process, as described in the application and related materials.

## Secretariat Center

5. **TRAINING:** The Parties recognize that most retired racehorses are "green broke" at best. The Parties agree that it is the duty of the Adopter to assess the Horse's training and the rider's ability and to make determinations as to the appropriate use of the Horse. Furthermore, Adopter acknowledges that Secretariat Center reserves the right to (i) deny an adoption application or (ii) refuse to enter into an Adoption Contract with any individual or (iii) require proof that an individual is working with a trainer, prior to agreeing to an adoption.
6. **CARE OF THE ANIMAL:** Adopter agrees to provide the Horse with the following: Training, turnout, food, water, shelter, blacksmith, and veterinary care and maintenance in accordance with reasonable horse ownership standards. Adopter agrees that following the adoption, Secretariat Center, its agents or employees shall have access to the Horse's vet and farrier records upon request.
7. **RETURN DURING FIRST 30 DAYS:** Adopter acknowledges that Adopter has the right to, at her/his sole expense, a pre-purchase veterinary examination, and to ride the Horse or have a trainer ride the Horse during the first thirty (30) days of ownership. Should the Horse be declared by a vet exam unsuitable for the intended use by Adopter or prove unsuitable for the Adopter after Adopter has ridden the Horse, it can be returned at any time during the first thirty (30) days following the signing of this Contract. Unless the ailment occurred while in the custody of Adopter. Upon an accepted return, the Secretariat Center will provide the Adopter with an adoption credit for the sum of the initial donation, less any cost of care of the Horse while in Secretariat Center custody prior to adoption. No financial reimbursement will be made at any time or for any reason either during or after said thirty-day period, including in the event Adopter wants to return the Horse to the Secretariat Center.
8. **TRACK FOR LIFE:** The Secretariat Center has a policy of tracking donated horses for life. Adopter must complete the annual track for Life form on the Center's website – which requires an annual vet check of the horse along with current photographs of the horse - each year of the horse's life. The Track for Life form and photographs must be submitted to the Secretariat Center by no later than December 31st each year. If the Adopter transfers the animal to a third party, the Adopter agrees to obtain commitment from such third party to provide the Secretariat Center with the annual information. Additionally, New Adopter grants the Secretariat Center permission to copyright and use, reuse, publish and republish the photographs submitted with the Track for Life form, without restriction as to changes or alterations, for art, advertising, trade or any other purpose, and to post same on Secretariat Center media properties, such as, but not limited to, Secretariat Center's Website, newsletter, Facebook page, Instagram or TikTok account, or on YouTube.
9. **RESALE AND REHOMING:** Should the Adopter decide to re-home the equine, our organization must grant approval of any individual or organization intending to take possession of the equine for any reason prior to the equine being placed into the possession of such individual or organization, including being provided written notification of the name, address, and telephone number of any individual or organization intending to take possession of the equine for any reason and the individual or organization's representative will need to complete a Transfer Adoption Contract. This approval will be complete after the New Adopter has provided the Secretariat Center with a Transfer of Ownership Contract.

## Secretariat Center

10. **NO SALE AT AUCTION OR TO SLAUGHTER:** Adopter agrees that under no circumstances will the Horse ever be sold at auction or to slaughter. Adopter acknowledges and agrees that if Adopter violates this provision, Adopter may be civilly or criminally charged.
11. **EUTHANASIA:** Adopter agrees that if it becomes necessary to euthanize the Horse for a valid health-related reason, Adopter must give the Secretariat Center written notice of same within 10 days after such euthanasia, said notice to include medical records from a licensed veterinarian showing that the veterinarian recommended euthanasia and that such euthanasia was performed humanely. Notice may be given in writing with medical records to follow.
12. **RACING:** Adopter agrees that the horse will never be used for racing of any kind.
13. **BREEDING:** Adopter acknowledges and agrees that mares adopted from the Secretariat Center are never to be used for purposes of breeding Thoroughbreds for racing or that may be raced. Exceptions to this provision for breeding for other equestrian pursuits (e.g., breeding sport horses) require the written consent, of the Secretariat Center Executive Director after consultation with the Secretariat Center Board of Directors, and the current adopter, and will be made only after discussion and review by those parties. Adopter acknowledges and agrees that any violation of this provision is a breach of this Contract subject to legal proceedings, and that the Secretariat Center will be entitled to assess a \$250.00 penalty fee against Adopter for such breach.
14. **VISITS:** Secretariat Center reserves the right to visit the Horse or the facility where the Horse is stabled or trained upon twenty- four (24) hours' notice. In the event that the Secretariat Center determines, with the aid of a qualified medical professional or other equine professional, that repossession of the animal is appropriate, no such notice is required.
15. **RIGHT TO REPOSSESS:** Please note that if the Horse is found to be either (i) in a physical condition **SIGNIFICANTLY** less than that in which the animal left the Secretariat Center (for example: thin with prominence of ribs and/or hip bones, covered with visible open or non-healing wounds or other visible signs of poor care or maltreatment), or (ii) living in a squalid environment, such as a stall packed with feces or in a small paddock area continually inundated in manure, liquid or other unhealthy conditions, this constitutes a breach of contract. In the event of such a breach of contract, the Secretariat Center will notify local animal control authorities, and the Secretariat Center may repossess the Horse without notice or consent of Adopter. Secretariat Center acknowledges that such repossession must be supported by facts showing the action was medically necessary. Where repossession takes place, the Adopter agrees that no trespass or other charges will be brought against the Secretariat Center, its agents, or employees.
16. **CONSENT TO USE OF RECORDINGS:** In the event that during the adoption process, Adopter is recorded on film or by audio, video, or other electronic recording media ("Recordings"), Adopter hereby consents to such Recordings and to the use by the Secretariat Center of any such Recordings for any purpose related to the furtherance of the objectives of the Secretariat Center, including use in marketing print materials and in Secretariat Center media properties, such as, but not limited to, Secretariat Center's Website, blog, Facebook page, Twitter account, or on YouTube. Additionally, Adopter grants the Secretariat Center permission to copyright and use, reuse, publish, and republish such recordings, without restriction as to changes or alterations, for art, advertising, trade, or any other purpose.

# Secretariat Center

17. **SEVERABILITY:** Should any aspect of this Contract be found unlawful or unenforceable, that provision may be excised or severed, and all other provisions of this Contract shall remain in force and effect.
18. **COSTS AND ATTORNEY FEES:** In the event Secretariat Center must sue Adopter for breach of contract, Adopter will be liable for all court costs and related expenses incurred by the Secretariat Center, its agents or employees, including all reasonable attorney fees.
19. **LIMITS OF LIABILITY:** Adopter agrees to hold harmless the Secretariat Center, its agents, and employees for damages or injury caused to any person or property by the Horse, including any and all costs associated with such damage or injury.
20. **VENUE AND JURISDICTION:** This Contract is governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The Parties submit to the exclusive jurisdiction of the court of record in the County of Fayette, Commonwealth of Kentucky, or in the United States District Court for the Eastern District of Kentucky.
21. **WHOLE AGREEMENT:** The Parties agree that this Contract constitutes the final and entire agreement between the Parties with respect to the subject matter hereof. No amendment here may be made unless it is in writing and signed by both Parties.

By signing this contract, I certify that I have read and understand all of the terms and conditions set forth herein, and agree to all matters addressed herein.

ADOPTER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Date: \_\_\_\_\_

SECRETARIAT CENTER REPRESENTATIVE

Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Secretariat Center

**Secretariat Center** 4155 Walt Robertson Rd. Lexington, KY 40511

(859) 246-3080

[info@secretariatcenter.org](mailto:info@secretariatcenter.org)

## Secretariat Center

1. **NO GUARANTEE OF FITNESS:** The Secretariat Center makes no verbal or written guarantees of the general condition, soundness, temperament, or ability of any horse available for adoption. New Adopter is allowed to have a pre-purchase veterinary examination and to ride the Horse or have a trainer ride the Horse prior to signing this Agreement. Lack of soundness, fitness, or variations in temperament are not reasons permitting the return of the animal to the Secretariat Center after the initial thirty (30) days following signing of this Agreement.

2. **TRAINING:** The parties recognize that most retired racehorses are “green broke” at best. While the Horse may have had a brief retraining period at the Secretariat Center, there is no guarantee that the Horse is trained in any fashion. It is the duty of the New Adopter to assess the horse’s training and the rider’s ability and to make determinations as to the appropriate use of the horse. Novice riders are encouraged to utilize the services of a trainer. Further, the Secretariat Center reserves the right to deny an adoption application or to refuse to enter into an Adoption Transfer Contract with any individual or to require proof that an individual is working with a trainer prior to agreeing to an adoption transfer.

3. **CARE OF THE HORSE:** New Adopter agrees to provide the Horse with the following: Training, exercise, food, water, shelter and veterinary care in accordance with reasonable horse ownership standards. Following the adoption transfer, the Secretariat Center, its agents or employees shall have access to the Horse’s vet and farrier records upon request.

4. **USE OF THE HORSE:** The New Adopter agrees not to work the horse beyond its physical limitations at any time or to put the Horse in harm’s way at any time. The parties recognize that certain careers, such as eventing or reining, may prove physically dangerous or taxing to the Horse. The parties agree that not all horses are capable of success and continued soundness during training or use in a career. Unfitness or unsoundness resulting from use other than trail riding or flat work does not constitute a reason for return of the animal to the Secretariat Center.

5. **SUBSEQUENT TRANSFER OF HORSE:** New Adopter may further transfer custody and control of the Horse to yet another adopter on the condition that (i) the potential new adopter is approved for adoption in the manner outlined in the Secretariat Center New Adopter Approval Application and related materials, and (ii) the potential new adopter enters into an Adoption Transfer Contract with the Secretariat Center. Finding a new adoptive home for the Horse is the sole duty of New Adopter. If need be and at New Adopter’s request, the Secretariat Center will attempt to assist New Adopter in finding a new adoptive home for the animal. All adoptions and transfers must be to an individual who applies for and is granted the right by the Secretariat Center to adopt the horse. Transfer to an unapproved owner constitutes a breach of this Agreement and allows the Secretariat Center an immediate right to repossession of the Animal.

6. **TRACK FOR LIFE:** The Secretariat Center has a policy of tracking donated horses for life. Adopter must complete the annual track for Life form on the Center's website – which requires an annual vet check of the horse along with current photographs of the horse - each year of the horse’s life. The Track for Life form and photographs must be submitted to the Secretariat Center by no later than December 31st each year. If the Adopter transfers the animal to a third party, the Adopter agrees to obtain commitment from such third party to provide the Secretariat Center with the annual information. Additionally, New Adopter grants the Secretariat Center permission to copyright and use, reuse, publish and republish the photographs submitted with the Track for Life form, without

restriction as to changes or alterations, for art, advertising, trade or any other purpose, and to post same on Secretariat Center media properties, such as, but not limited to, Secretariat Center's Website, newsletter, Facebook page, Instagram or TikTok account, or on YouTube.

7. **RESALE AND REHOMING:** Should the Adopter decide to re-home the equine, our organization must grant approval of any individual or organization intending to take possession of the equine for any reason prior to the equine being placed into the possession of such individual or organization, including being provided written notification of the name, address, and telephone number of any individual or organization intending to take possession of the equine for any reason and the individual or organization's representative will need to complete a Transfer Adoption Contract. This approval will be complete after the New Adopter has provided the Secretariat Center with a Transfer of Ownership Contract.

8. **NO SALE AT AUCTION OR TO SLAUGHTER:** The New Adopter agrees that under no circumstances will the Horse ever be sold at auction or to slaughter. An adopter who violates this provision may be civilly or criminally charged by the Secretariat Center, its agents or employees.

9. **EUTHANASIA:** New Adopter agrees that if it becomes necessary to euthanize the horse for a valid health related reason, New Adopter must give the Secretariat Center notice of same within 10 days after such euthanasia, said notice to include medical records from a licensed veterinarian showing that the veterinarian recommended euthanasia and that such euthanasia was performed humanely. Notice may be given in writing, by e-mail, or by telephone with medical records to follow.

10. **RACING:** New Adopter agrees that the Horse may never be used for racing.

11. **BREEDING:** New Adopter acknowledges and agrees that mares adopted from the Secretariat Center are not to be used for purposes of breeding Thoroughbreds that may be raced; any exceptions to this provision require the written consent of the breeder or donor of the horse, the Secretariat Center Director, and the New Adopter, and will be made only after discussion and review by those parties.

12. **VISITS:** The Secretariat Center reserves the right to visit the Horse or the facility where the Horse is stabled or trained upon twenty-four (24) hours notice. In the event that the Secretariat Center determines, with the aid of a qualified medical professional, that repossession of the animal is appropriate, no such notice is required. Where repossession takes place, the New Adopter agrees that no trespass or other charges will be brought against the Secretariat Center, its agents or employees.

13. **RIGHT TO REPOSSESS:** Please note that if the Horse is found to be either (i) in a physical condition SIGNIFICANTLY less than that in which the Horse left the Secretariat Center (for example: thin with prominence of ribs and/or hip bones, covered with visible open or non-healing wounds or other visible signs of poor care or maltreatment), or (ii) living in a squalid environment such as a stall packed with feces or in a small paddock area continually inundated in manure, liquid or other unhealthy conditions, this constitutes a breach of contract. In such event, Secretariat Center may repossess the Horse without notice or consent of New Adopter. Such repossession must be supported by facts showing the action was medically necessary.



14. SEVERABILITY: Should any aspect of this Agreement be found unlawful or unenforceable, that provision may be excised or severed and all other provisions of this Agreement shall remain in force and effect.

15. COSTS AND ATTORNEY FEES: Should the Secretariat Center sue New Adopter for breach of contract, New Adopter will be liable for all court costs and related expenses incurred by the Secretariat Center, its agents or employees, including all reasonable attorney fees.

16. LIMITS OF LIABILITY: New Adopter agrees to hold harmless the Secretariat Center, its agents and employees for damages or injury caused to any person or property by the Horse, including any and all costs associated with such damage or injury. New Adopter has been notified that the Secretariat Center encourages the purchase of liability insurance by the New Adopter.

17. VENUE AND JURISDICTION: This Agreement is governed by Kentucky law, and venue for any action arising from this Agreement is in Fayette Circuit Court, Lexington, Kentucky.

18. WHOLE AGREEMENT: The parties agree that this Agreement constitutes the final and entire agreement between the parties with respect to the subject matter hereof. No amendment hereto may be made unless it is in writing and signed by both parties. By signing this Adoption Transfer Contract, I certify that I have read and understand all of the terms and conditions set forth herein, and agree to all matters addressed therein.