



— Maker's Mark —  
**Secretariat Center**  
THE GOLD STANDARD IN THOROUGHBRED RESCHOOLING

## EQUINE ADOPTION CONTRACT

Come the parties, Maker's Mark Secretariat Center (MMSC), by and through its Executive Director or other authorized representative, and \_\_\_\_\_ (Adopter) (MMSC 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: \_\_\_\_\_

- 1. ADOPTION FEE:** The adoption fee of \$ \_\_\_\_\_ is due and payable at the time this Adoption Contract is signed. The Parties agree that this fee, or any portion thereof, is non-refundable, even in the event that the Horse is returned to the MMSC, as the fee is a donation to the MMSC and not a purchase price for the above-referenced animal.
- 2. APPROVAL FOR ADOPTION:** The Parties agree that Adopter has been approved for adoption through the MMSC's Adoption Application process, as described in the application and related materials.
- 3. TRANSPORTATION:** Following signing of this Contract, the Adopter has seven days to remove the horse from the MMSC 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. 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 reverts to the MMSC, and the adoption fee may be retained by the MMSC 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.
- 4. POST-ADOPTION CUSTOM TRAINING OPTION:** (a) The MMSC, *in its sole discretion* (based in part on available space at its facility), may grant Adopter an option to have the Horse continue its training in the MMSC's Horse Centered Reschooling Program<sup>SM</sup> post-adoption (the "Option"). If granted such Option, Adopter hereby exercises said Option by completing a Custom Training Form, which is attached to this Contract and made a part hereof by this reference, and by signing below:

**Adopter:** \_\_\_\_\_ **Date:** \_\_\_\_\_

- (b) Adopter agrees to pay the custom training fee specified above in advance, and to add an additional 4% to the total amount due if payment is made by credit card.
  - (c) Adopter hereby acknowledges and agrees that, as the party entitled to custody and control of the Horse pursuant to the terms of this Adoption Contract, Adopter will be solely liable for any and all costs for the care of the Horse that, in addition to the general boarding and care fees covered by the custom training fee, arise during the Option Term, including but not limited to costs for veterinary care, medicine, farrier services, chiropractic treatments, and the like. Except in the case of an emergency, MMSC agrees to consult Adopter before incurring any such costs, and to abide by Adopter's decision whether or not such costs will be incurred.
  - (d) Additionally, Adopter agrees to hold the MMSC, its agents or employees, harmless from and does waive any and all claims or causes of action Adopter may have against MMSC, its agents or employees, for injury to or death of the Horse during the Option Term, except for intentional loss caused by willful or reckless actions of the MMSC, its employees or agents.
5. **NO GUARANTY OF FITNESS:** The MMSC makes no verbal or written guarantees of the general condition, soundness, temperament, or ability of any horse available for adoption, including the Horse. 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 lack of soundness, fitness, or variations in temperament are not reasons permitting return of the Horse to the MMSC after the initial thirty (30) days following signing of this Contract.
6. **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 MMSC, MMSC makes no guarantee that the Horse is trained in any fashion, and encourages novice riders to utilize the services of a trainer. 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 appropriate use of the Horse. Furthermore, Adopter acknowledges that the MMSC 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.
7. **CARE OF THE ANIMAL:** Adopter agrees to provide the Horse with the following: Training, exercise, food, water, shelter, hoof care, and veterinary care in accordance with reasonable horse ownership standards. Adopter agrees that following the adoption, the MMSC, its agents or employees shall have access to the Horse's vet and farrier records upon request.
8. **USE OF THE HORSE:** The 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 further recognize that not all horses are capable of success and continued soundness during training or use in a career. Therefore, the Parties

agree that unfitness or unsoundness resulting from use other than trail riding or flat work does not constitute a reason for return of the Horse to the MMSC.

- 9. RETURN DURING FIRST 30 DAYS:** Should the Horse prove unsuitable for the intended use by Adopter, it can be returned at any time during the first thirty (30) days following the signing of this Contract. Upon an accepted return, the MMSC will provide the Adopter with a credit for the sum initially donated at the time of the adoption, less any cost of care of the Horse while in MMSC 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 MMSC. While the MMSC cannot assure Adopter that it will be able to accept the return of the Horse, the MMSC will attempt to assist Adopter in finding a new adoptive home or purchaser for the Horse.
- 10. INJURY, ILLNESS OR CONDITION OCCURRING WHILE IN CUSTODY OF ADOPTER:** If during the initial thirty (30) days following signing of this Contract the Horse suffers from any mental, behavioral or medical condition or ailment incurred while in the custody of the Adopter, (e.g., lameness, bowed tendon, navicular disease, respiratory illness, founder), including chronic conditions, and Adopter elects to return the Horse to the MMSC, the Adopter is liable for any and all costs associated with the continued treatment of such condition for up to one (1) year following return of the Horse to the MMSC. This liability includes any retraining expenses incurred by the MMSC.
- 11. NO RETURN AFTER 30 DAYS:** No returns of the Horse for any reason will be accepted after the first thirty (30) days following the signing of this Contract. MMSC encourages Adopter to have the Horse vetted and ridden during the first thirty days of ownership, in order to assure fitness for the intended use. The Parties agree that MMSC has no duty or obligation to assist Adopter in finding a new placement for the Horse if rejected after the first thirty days. The Parties further agree that finding a new home for the Horse is the sole responsibility of the Adopter, whether during or after the first thirty days.
- 12. TRACK FOR LIFE:** Adopter acknowledges that the MMSC tracks its horses for life, and that the MMSC will send the Adopter a “Track for Life” form each year following adoption of the Horse. Adopter agrees to mail or email a copy of the completed annual Track for Life form, along with current photographs of the Horse, to the MMSC for each year of the Horse’s life while in the custody of Adopter. The Track for Life form and photographs must be submitted to the MMSC by the due date specified on the form provided by the MMSC each year. Additionally, Adopter grants the MMSC 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 MMSC media properties, such as, but not limited to, MMSC’s Website, blog, Facebook page, Twitter account, or on YouTube.
- 13. SUBSEQUENT SALE OF HORSE:** In the event Adopter elects, at any time, to sell the Horse to someone else (referred to herein as “Third Party”), Adopter agrees to require this Third Party to enter into an Track for Life Agreement with the MMSC, *before* effecting a sale of the Horse to such Third Party. As agreed to in Section 11 above, finding a new home for the Horse is the sole duty of the Owner. However, if need be and at Owner’s request,

the MMSC may, in its sole discretion, attempt to assist the Owner in finding a new home for the Horse.

14. **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 by the MMSC, its agents or employees.
15. **EUTHANASIA:** Adopter agrees that if it becomes necessary to euthanize the Horse for a valid health related reason, Adopter must give the MMSC 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.
16. **RACING:** Adopter agrees that the Horse may never be used for racing of any kind.
17. **BREEDING:** Adopter acknowledges and agrees that mares adopted from the MMSC 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 breeder or donor of the horse, the MMSC Executive Director after consultation with the MMSC 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 MMSC will be entitled to assess a \$250.00 penalty fee against Adopter for such breach.
18. **VISITS:** The MMSC 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 MMSC 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.
19. **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 MMSC (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 breach of contract, MMSC will notify local animal control authorities, and MMSC may repossess the Horse without notice or consent of Adopter. MMSC 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 MMSC, its agents or employees.
20. **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 MMSC of any such Recordings for any purpose related to furtherance of the objectives of the MMSC, including use in marketing print materials and in MMSC media properties, such as,

but not limited to, MMSC's Website, blog, Facebook page, Twitter account, or on YouTube. Additionally, Adopter grants the MMSC 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.

21. **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.
22. **COSTS AND ATTORNEY FEES:** In the event MMSC must sue Adopter for breach of contract, Adopter will be liable for all court costs and related expenses incurred by the MMSC, its agents or employees, including all reasonable attorney fees.
22. **LIMITS OF LIABILITY:** Adopter agrees to hold harmless the MMSC, 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. Adopter acknowledges that Adopter has been notified that the MMSC encourages the purchase of liability insurance by the Adopter.
23. **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.
24. **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 hereto 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 therein.

**ADOPTER**

**MMSC REPRESENTATIVE**

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

\_\_\_\_\_  
Susanna Thomas, Executive Director

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Address:

\_\_\_\_\_  
Maker's Mark Secretariat Center  
4155 Walt Robertson Rd.

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

\_\_\_\_\_  
Lexington, KY 40511  
(859) 246-3080

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E-mail:

\_\_\_\_\_  
[www.secretariatcenter.org](http://www.secretariatcenter.org)  
[mmsecretariatcenter@gmail.com](mailto:mmsecretariatcenter@gmail.com)

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