



**Virginia Thoroughbred Project
P.O. Box 518
Montpelier Station, VA 22957**

HORSE ADOPTION AGREEMENT

This Horse Adoption Agreement (the "Agreement") is made this _____ day of _____, 202__ (the "Effective Date") by and between Virginia Thoroughbred Project, a Virginia Nonstock Corporation exempt from taxation under I.R.C. § 501(c)(3), EIN 84-3519034 ("VTP") and _____ (the "Adopter").

RECITALS

- A. WHEREAS, VTP is a nonprofit thoroughbred racehorse retirement and rehabilitation organization that partners with racetrack-based aftercare programs and finds safe and appropriate post-racing homes for retired racehorses.
- B. WHEREAS, VTP is the owner of the horse identified in paragraph 1 of this Agreement.
- C. Whereas the Adopter identified in paragraph 2 of this Agreement wishes to adopt the horse identified in paragraph 1 of this Agreement.

THEREFORE, VTP and the Adopter hereby enter into this Agreement upon the terms and conditions contained herein and agree to be bound as follows:

1. THE HORSE ADOPTED

Registered Jockey Club Name: _____

Gender: _____ Registered Color: _____

Markings: _____

Jockey Club Registration Number: _____

Lip Tattoo (if applicable): _____

Microchip Number (if applicable): _____

Detailed Description of Physical Condition, Performance Limitations, and Stable Vices: ____

(the "Horse").

2. THE ADOPTER

Name: _____

Mailing Address: _____

Physical Address (if different from mailing address): _____

Phone: _____

Alternative Phone: _____

Email address: _____

3. PRE-PURCHASE EXAMINATION

(Adopter to initial applicable option)

_____ The Adopter acknowledges that they understand the purpose of having the horse examined by a veterinarian before signing this agreement but have chosen not to do so and are taking the Horse “as is.”

_____ The Adopter has caused a pre-purchase examination of the Horse to be conducted by a licensed equine veterinarian and understands and accepts any and all findings and results of that examination and are taking the Horse “as is.”

4. ADOPTION FEE

The Adopter shall pay to VTP a nonrefundable adoption fee in the amount of _____ US Dollars (\$_____) (the “Adoption Fee”). This adoption fee will be considered a donation and may be tax deductible, but the Adopter should consult with his/her tax advisor to determine if it is or not.

5. TRANSPORTATION OF THE HORSE

VTP shall tender possession of the Horse to the Adopter at VTP’s farm. Arrangements for and costs of transporting the Horse to the Adopter’s stable location shall be the responsibility of the Adopter. The Adopter shall also be responsible for transportation arrangements and costs in the event that the Adopter returns the Horse to VTP. If the Adopter returns the Horse to VTP, the Adopter shall provide VTP with a Coggins certificate showing that the Horse has tested negative for equine infectious anemia no earlier than one year prior to the date that the Horse is returned to VTP at the Adopter’s expense.

6. VTP’S REPRESENTATIONS AND WARRANTIES

6.A VTP is the sole owner of the Horse and has authority to enter into this Agreement.

6.B VTP has provided to the Adopter a Coggins certificate showing that the Horse has tested negative for equine infectious anemia no earlier than one year prior to the Effective Date of this Agreement.

6.C VTP MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CONDITION, HEALTH, TEMPERAMENT, SOUNDNESS, OR FITNESS OF THE HORSE FOR ANY PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VTP OFFERS THE HORSE FOR ADOPTION “AS IS.”

7. THE ADOPTER’S REPRESENTATIONS AND WARRANTIES

7.A The Adopter represents and warrants that the Horse is being adopted solely as a companion or recreational animal for use by the Adopter and his/her immediate family and that care of the Horse will remain under the personal control of the Adopter in compliance with all the terms of this Agreement unless the Horse is transferred in accordance with paragraph 11 of this Agreement.

7.B Post-adoption Attending Veterinarian:

The name and contact information for the equine veterinarian who will attend to the Horse’s routine veterinary care after adoption is as follows:

Veterinarian Name: _____

Veterinarian Phone Number: _____

7.C Post-adoption Stable or Boarding Facility:

The Horse will be stabled and cared for at the following location:

Stable Name: _____

Stable Street Address: _____

Stable Mailing Address: _____

Stable Phone Number: _____

8. POST-ADOPTION PROHIBITIONS

The Horse may not be raced in either sanctioned or unsanctioned races, either flat (dirt or turf), “point to point”, or steeplechase whether in the form of timber or “hurdles.” The Horse may not be bred. The Horse may not, under any circumstances, be sold, given away, or in any way transferred directly or indirectly to any dealer, broker, “kill buyer,” auction, or for the purposes of slaughter. The Horse may not be sold, given away, leased, lent, or in any way transferred or removed from the Adopter’s personal custody and control except as set forth in paragraph 11 of this Agreement.

Violation of these prohibitions shall result in immediate relinquishment of the Horse to VTP or VTP’s designated agent without necessity of court order. If the Horse is discovered in the possession of a dealer, broker, “kill pen,” or auction, VTP will repossess the Horse forthwith and the Adopter shall pay or reimburse to VTP, as liquidated damages, all costs of such repossession, including any attorneys’ fees and other costs such as transportation, veterinary care, quarantine costs, and fees paid to brokers, dealers, “killbuyers” or feed lots, incurred by VTP in connection therewith.

9. POST-ADOPTION CARE OF THE HORSE

From the date that the Horse is released to the Adopter, the Adopter shall assume full responsibility for all expenses related to the secure and safe keeping of the Horse. This shall include the following, at a minimum:

9.A General Care:

1. The Horse must maintain weight and condition as described by the Henneke Scoring System between Moderate (5) and Fleshy (7).
2. The Horse must have free access to fresh water, good hay and/or pasture at all times and a feed schedule of grain provided to the needs of the Horse.
3. At minimum, a three-sided shelter must be available to the Horse at all times.
4. Adequate and safe fencing (no barbed wire) and at least one companion equid animal must also be provided.

9.B Health Care:

1. The Adopter must ensure the Horse receives the following yearly vaccinations: Eastern/Western Encephalitis, Flu/rhino, Tetanus, Rabies, West Nile, and any other inoculations recommended to protect against endemic diseases by the equine veterinarian attending to the routine medical care of the Horse.
2. The Adopter shall ensure that the Horse's teeth are kept in good condition by ensuring that the Horse's teeth are checked and floated as needed by a professional equine dentists no less frequently than once per year.
3. The Adopter must keep the Horse on a regular de-worming program.
4. The Adopter shall ensure that proper hoof care is provided to the Horse by a professional farrier as often as necessary to maintain sound hooves.

9.C Illness or Injury Care:

1. The Adopter shall ensure that the Horse is examined by a licensed equine veterinarian in the event of any illness or injury of the Horse. The Adopter shall provide the care recommended by the attending equine veterinarian in the event of any illness or injury of the Horse, according to the Horse's needs and/or according to local laws and the pertinent American Association of Equine Practitioners' Guidelines. Should a life-threatening situation arise, only a licensed veterinarian may humanely euthanize the Horse and only in accordance with the American Association of Equine Practitioners' Euthanasia Guidelines.

10. POST-ADOPTION UPDATES, NOTIFICATIONS AND REQUIREMENTS

10.A Stable Location:

If the location where the Horse is stabled changes or if the Horse's regular veterinarian changes, the Adopter shall provide the new stabling and/or veterinarian information to VTP within 30 days of said change.

10.B Serious Illness or Injury:

If a serious illness or injury that could be life-threatening to the Horse occurs, the Adopter shall notify VTP within 24 hours.

10.C Death or Euthanization:

If the Horse dies or is euthanized, the Adopter shall notify VTP within 24 hours and shall provide to VTP within 30 days a certificate or letter from the attending veterinarian stating the apparent cause of death of the Horse.

10.D Vet Statements and Vet Records:

Annually, beginning one year following the Effective Date of this Agreement, the Adopter shall cause the Horse's regular veterinarian to provide a report, directly from the veterinarian to VTP certifying the place of residence of the Horse, the general condition of the Horse, including weight, teeth and hoof condition at the time of Fall and Spring vaccinations (to be provided to VTP no later than November 1 and June 1), or upon request by VTP. VTP shall supply the veterinarian with the VTP report forms.

The Adopter hereby authorizes and directs any and all veterinarians treating the Horse to release and provide all veterinary records pertaining to the Horse directly to VTP. The execution of this Agreement shall constitute authorization to the applicable veterinarians to release any and all records pertaining to the Horse to VTP.

10.E Periodic Updates:

The Adopter shall provide written updates including photographs (showing the Horse's full body, from the side) of the Horse to VTP via email or US Mail according to the following schedule:

1. Every thirty days for the first six months after the adoption.
2. Every six months beginning in the twelfth month after adoption.

10.F Stable Visits:

The Adopter shall permit at least once yearly a representative of VTP to visit the Horse and the property at which the Horse is stabled upon 48 hours notice to the Adopter, and such visits are a condition of this Agreement. If VTP determines, in its sole discretion, that the situation is undesirable for the well-being of the Horse, the Adopter shall return the Horse to VTP immediately. The Adopter shall allow representatives of VTP to access the property where the Horse is located, in the event that VTP requires that the Horse be returned.

10.G Adopter Contact Information:

The Adopter shall immediately notify VTP, in writing, of any change in any of the information provided in paragraph 2 of this Agreement. If the Adopter does not provide VTP

with notice of any change to his or her contact information, notice sent to the last contact given, in writing under this Agreement shall be considered proper and adequate notice of the Adopter of any action relating to the subject of this Agreement.

11. POSSIBILITY OF RESALE

(Adopter to initial applicable option)

_____ Upon the expiration of one year after the Effective Date of this Agreement, the Adopter may sell or transfer ownership of the Horse, *but only in the event that:*

1. the Adopter has provided to VTP (a) the prospective new owner's name, address, and telephone number and (b) the location where the prospective new owner will keep and stable the Horse,
2. VTP has approved the new owner, in writing, to both the Adopter and the new owner, and
3. The new owner has executed a new VTP Adoption Agreement directly with VTP.

_____ Resale of the Horse is prohibited and the Adopter shall not sell, give away, lease, or otherwise transfer the Horse away from the Adopter's personal custody. The Adopter shall return the Horse to VTP if they can no longer care for the Horse.

12. RIGHT OF REVERTER AND VETERINARY INSPECTION

VTP retains an exclusive right of reverter and right to perform veterinary inspections, in its sole discretion, with regard to the Horse. VTP may exercise its right to have the Horse inspected by a veterinarian selected by VTP or exercise its right of reverter if the Adopter fails to comply with any of the conditions or requirements of this Agreement and/or in the following circumstances:

1. A significant deterioration in the health of the Horse, as determined in the sole and absolute discretion of VTP,
2. If the Adopter cannot care for the Horse or for any reason does not desire to care for the Horse,
3. If the Adopter attempts to sell, trade, give away, lease, or loan the Horse in contravention of the requirements of this Agreement,
4. If neglect or abuse of the Horse is suspected, in the sole and absolute discretion of VTP.

If VTP exercises its right of reverter to the Horse, the adoption is terminated, the Adopter shall be vested with no further rights with respect to the Horse.

13. ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION

THE ADOPTER UNDERSTANDS THAT HORSE-RELATED ACTIVITIES ARE INHERENTLY DANGEROUS AND EXPRESSLY ASSUMES THE RISKS ASSOCIATED WITH POSSESSION, HANDLING, AND/OR RIDING OF THE HORSE. HORSES ARE DANGEROUS, UNPREDICTABLE ANIMALS. THEY CAN AND WILL BEHAVE IN ERRATIC AND UNPREDICTABLE WAYS AND ARE CAPABLE OF MOVING FORWARD, BACKWARD, UP, DOWN, LEFT AND RIGHT AT SPEED AND WITHOUT WARNING, OFTEN CAUSING INJURY TO A RIDER OR PERSONS ON THE GROUND. ACCORDINGLY, THE ADOPTER AGREES ON BEHALF OF HIM-, HER- OR ITSELF AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS, SERVANTS AND ASSIGNS, THAT VTP, ITS OFFICERS, DIRECTORS, TRUSTEES, REPRESENTATIVES, VOLUNTEERS, AGENTS, SERVANTS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY PERSONAL INJURIES, INCLUDING DEATH, OR DAMAGE TO PROPERTY CAUSED BY THE HORSE. THE ADOPTER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD VTP AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS, SERVANTS AND ASSIGNS HARMLESS OF ALL CLAIMS, DEMANDS, CAUSES OF ACTION, INCLUDING COSTS AND ATTORNEY'S FEES, DIRECTLY OR INDIRECTLY ARISING FROM ANY ACTION OR OTHER PROCEEDING BROUGHT BY OR PROSECUTED FOR THE ADOPTER'S BENEFIT OR THE BENEFIT OF THE ADOPTER'S OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS, SERVANTS AND ASSIGNS, OR THEIR HEIRS, GUARDIANS, LEGAL REPRESENTATIVES OR ASSIGNS, OR BROUGHT BY OTHERS INCLUDING THE ADOPTER'S GUESTS, FAMILY MEMBERS, AGENTS, EMPLOYEES, OR CONTRACTORS, IN CONNECTION WITH THE HORSE.

14. ASSIGNMENT OR TRANSFER

No party may assign or transfer this Agreement without the prior written consent of the other party.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties and all preliminary and contemporaneous agreements and understandings, whether oral or written, are merged and incorporated into this Agreement.

16. AMENDMENTS AND MODIFICATIONS

This Agreement may not be modified or amended in any way except by an instrument in writing executed by both parties.

17. SEVERABILITY

If any provision of this Agreement as applied to any party or circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will

in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement as a whole.

18. NO WAIVER

No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and shall be valid only in the specific instance in which given.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia. Any legal action brought to enforce or interpret this Agreement shall be brought in the courts of Orange County, Virginia.

20. ATTORNEYS' FEES

In the event of any action or proceeding for enforcement of any of the terms or conditions of this Agreement or any action or proceeding in any way arising out of this Agreement, the prevailing party in such action, or the nondismissing party where dismissal occurs other than by reason of settlement, shall be entitled to recover its reasonable costs and expenses, including but not limited to reasonable attorneys' fees and cost of defense paid or incurred. The "prevailing party" shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

21. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to confer any rights or remedies on any person other than the parties to it, nor is anything in this Agreement intended to relieve or discharge any obligation of any third party to any party hereto or give any third party any right of subrogation or action over against any party to this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

The Adopter:

(signature)

Name Printed: _____

Virginia Thoroughbred Project:

By: _____
(signature)

Name Printed: _____

Title: _____