



THERAPEUTIC HORSES OF SARATOGA CONDITIONAL BILL OF SALE AND ADOPTION CONTRACT

This Conditional Bill of Sale and Adoption Contract is made and entered into as of the date listed below, by and between Therapeutic Horses of Saratoga, Inc., a New York non-profit organization (hereby known as "THS"), and the person signing below (hereby known as "Adopter").

These two parties agree as follows:

1. **Adopted Horse.** Adopter hereby adopts the horse identified here subject to all terms and conditions of this Contract.
Horse Name: _____ Tattoo or Registration Number: _____
2. **Adoption Fee.** Adopter shall pay THS a one-time Adoption Fee of \$ _____ which sum shall be due and payable upon completion of this Contract by both parties hereto.
3. **Title, Liability and Risk of Loss.** Title, Risk of Loss and Liability with respect to the Adopted Horse will pass to the Adopter upon receiving physical possession of the Adopted Horse at the THS premises and upon accepting possession thereafter, or through its transportation carrier. Adopter does hereby compensate and hold harmless THS in respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, its reasonable attorney fees incurred in connection with the response to or defense of, any such claim. Adopter shall solely be responsible for transportation and costs thereof for removal of Adopted Horse from the THS facility and for collecting a valid health certificate prior to such transport.
4. **Trial Period.** Adopter shall be granted a period of sixty (60) days following custody of Adopted Horse by the Adopter to determine the suitability of the Adopted Horse. If the Adopted Horse is unsuitable for the Adopter for any reason the Adopter may return the Adopted Horse to Therapeutic Horses of Saratoga as follows:
 - (i) Notice of the intent to return the Adopted Horse must be received in writing by THS within said Trial Period.
 - (ii) If Adopter chooses to return the Adopted Horse, Adopter will be solely responsible for arranging and paying for all transportation costs incurred for the return of the Adopted Horse to THS.
 - (iii) The Adopted Horse must be returned in the same or better condition than when it was received, including but not limited to weight condition, vaccination/deworming/shoeing status.
 - (iv) If Adopter complies with Section 4(i) through (iii), THS shall provide the Adopter with a full refund of the Adoption Fee which was paid. If the Adopter returns the Adopted Horse but refuses to comply with Section 4(i) through (iii), THS reserves the right to not refund the Adoption Fee and it shall be forfeited by the Adopter.
 - (v) THS will notify the Adopter once there is a space available for the Adopted Horse to be returned. Under no circumstances shall an Adopted Horse be dropped off without prior notice/prior approval of THS in order that THS may have a stall available.
 - (vi) If for any reason, the adopter returns the horse at any point after a trial period of 60 days, the adoption fee will not be refunded by THS.
5. **Limited Right of Return.** If the Adopted Horse is unsuitable for the Adopter for any reason the Adopter may return the Adopted Horse to Therapeutic Horses of Saratoga as follows:
 - (vii) Notice of the intent to return the Adopted Horse must be received in writing by THS.

- (viii) Adopter must complete and have notarized, the **Adopted Horse Return Document**.
 - (ix) If Adopter chooses to return the Adopted Horse, Adopter will be solely responsible for arranging and paying for all transportation costs incurred for the return of the Adopted Horse to THS.
 - (x) The Adopted Horse must be returned in the same or better condition than when it was received, including but not limited to weight condition, vaccination/deworming/shoeing status.
 - (xi) THS will notify the Adopter once there is a space available for the Adopted Horse to be returned. Under no circumstances shall an Adopted Horse be dropped off without prior notice/prior approval of THS in order that THS may have a stall or paddock available.
 - (xii) If for any reason, the adopter returns the horse at any point after a trial period of 60 days, the adoption fee will not be refunded by THS.
6. **Boarding and Care Agreement.** Prior to removal of the Adopted Horse from the THS facility, Adopter shall provide a written document signed by an agent of the facility where the Adopted Horse will be transported and boarded (see attached Boarding Farm Agreement for THS Adopted Horse). The Boarding Farm Agreement shall include the contact person for that facility, the physical address and contact phone number for that facility, and the email address for that contact person. The Boarding Agreement shall also include a written acknowledgement that (i) the boarding facility has been provided with a copy of this agreement, (ii) agrees to be bound by all its terms and (iii) that any claim for board shall be subordinate to the rights of THS and under this agreement.
7. **Reporting/Inspection Term of Agreement.** The parties hereby agree that ("Probation Period") for purposes of Adopter Reports and Inspection, the inspection and reporting term shall be for a period of 12 months from the date of execution of this Agreement, then annually upon completion of the first year, Adoptee agrees to provide:

A. Update Reports. At the conclusion of the third, sixth, ninth and twelfth month following the date of execution of this Agreement, then annually upon completion of the first year, or as requested by THS (and within seven (7) days of serious injury, illness or death of the Adopted Horse), Adopter shall provide a written update report to THS which shall include:

- (i) A current body photograph of the Adopted Horse without blanket or tack taken within 15 days of submission; and
- (ii) A narrative description of the Adopted Horse's progress and condition on the Update Report Form and any additional information requested by THS; and
- (iii) Complete information concerning any change in: boarding facility, horse location, adopter address, email, phone number; or
- (iv) In the event of serious injury, illness or death, a complete signed veterinary report.

B. Information/Inspection

- (i) Upon seven (7) days' notice from THS, the Adopter shall provide copies of any veterinary records, receipts or reports concerning the Adopted Horse;
 - (ii) Adopter shall provide fourteen (14) days advance written notice to THS prior to relocating the Adopted Horse;
 - (iii) Adopter expressly authorizes THS representative to inspect the Adopted Horse at any time, at any location, including but not limited to, any private stable location.
8. **Prohibited Acts/Sale of Horse.** Adopter expressly agrees that the Adopted Horse shall NOT be: used for ANY breeding purposes and/or programs, placed in training as a racehorse, entered into a race, be offered for sale at public auction, or be sold directly or indirectly for the purpose of slaughter, or be used as a means of transportation on any public roadway. Adopter shall NOT have the right to sell the Adopted Horse to a third party except under these conditions:

- (i) It is beyond the 12-month Probationary Period set forth above and all updates (details in section 6) have been submitted and confirmed received by THS.
- (ii) Written notice of a proposed sale is immediately provided to THS which contains terms and conditions of a bonafide third party offer ("Offer") and THS shall have the right, but not the obligation, to purchase the Horse at the same price as the Offer ("Right of First Refusal") and THS shall arrange transportation to a THS facility.
- (iii) THS upon receiving the above notice declines its Right of First Refusal.
- (iv) THS must receive a signed 'Transfer of Ownership' contract to enter into a 'Lifetime Allegiance' agreement between the purchaser and THS. Transfer of Ownership . Attached hereto as Exhibit A.

9. **Standard of Care.** In caring for the Adopted Horse, Adopter will execute the degree of care, at a minimum, to the standards agreed to in the attached Boarding and Care Agreement appropriate to each individual equine's needs. AND/OR in caring for the Adopted Horse, Adopter shall exercise the degree of care, at a minimum, as set forth in the standards adopted by the Thoroughbred Aftercare Alliance (which hereby is incorporated for reference) and available here www.thoroughbredaftercare.org/code-of-standards/ and shall include customary farrier, worming, vaccination and nutrition sufficient to maintain the Adopted Horse at a minimum score of 4 on the Henneke Scale <http://www.habitatforhorses.org/the-henneke-body-condition-scoring-system/>.
10. Therapeutic Horses of Saratoga strongly suggests that the Adopter receive a physical evaluation prior to purchase of the Adopted Horse by their own veterinarian. Should the Adopter choose to do this, the Adopter will be solely responsible for payment to the veterinarian for this service. Should Adopter choose not to receive an evaluation prior to purchase, Therapeutic Horses of Saratoga will not be held responsible for any illness, condition or concerns that may arise or be pre-existing in Adopted Horse.
11. Therapeutic Horses of Saratoga will conduct an assessment of the Adopted Horse's temperament, personality, and other behavioral concerns and present these to the Adopter before an agreement is finalized. Therapeutic Horses of Saratoga will endeavor to accurately describe the Adopted Horse's personality, temperament, and physical abilities to the Adopter. THS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of the adopted horse or any other event, covenant, condition or occurrence, including without limitation, the temperament or suitability of the adopted horse for riding, all of such warranties being specifically disclaimed. Adopter therefore accepts the Adopted Horse on an "as is" basis.
12. **Limited Option of THS to Void Adoption Agreement.** It is expressly agreed that THS shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, for any reason, whereupon all right title and interest in the Adopted Horse shall immediately revert to THS which may immediately retake possession of the Adopted Horse without further legal action and without further legal recourse by the Adopter and with no refund of any Adoption Fee. Adopter further expressly agrees that THS shall be entitled to immediate injunctive relief to enforce the terms of this paragraph by virtue of there being no other adequate legal remedy for such enforcement. In the event of the exercise by THS of its right under this paragraph, Adopter shall be obligated to pay all costs incurred by THS in enforcing this paragraph, including but not limited to, its reasonable attorney's fees.
 - (i) THS may, in its sole discretion, conduct random and unannounced visits to inspect the horse and its environment.
 - (ii) If THS in its sole discretion determines that Adopter is not in compliance with this Agreement or that the Adopted Horse is in an unsatisfactory condition or environment, THS shall have the right, but not obligation, to (i) terminate this agreement; (ii) terminate all interest and rights of possession that Adopter or its assignees may have in the Adopted Horse; and (iii) take possession of the Adopted Horse as provided in 11(iii) below.
 - (iii) If THS reclaims possession of the Adopted Horse, the following shall apply; (i) no court order shall be required for THS to enter upon the facility in which the Adopted Horse is kept and to reclaim possession of the Adopted Horse; (ii) Adopter agrees to indemnify, release and hold harmless THS from any and all liability or claims associated with any expenses (including,

without limitation; board, veterinary fees, farrier charges, transportation fees) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to THS. (iii) Adopter further agrees to indemnify, hold harmless and release THS from all liability or claims associated with THS's exercising its rights to reclaim the Adopted Horse. (iv) Adopter shall not be entitled to the return of the Adoption Fee.

13. **Penalty.** Should Adopter default or breach the terms of this Agreement, Adopter shall be obligated to pay \$5,000 to THS in damages within 10 days of notification to Adopter of the breach or default. If Adopter sells Adopted Horse in violation of this Agreement Adopter shall pay THS \$5,000 or the Sales Price of the Adopted Horse, whichever is greater, within 10 days of notice to Adopter by THS and may be immediately placed on the "Do Not Adopt" list from THS and THS shall notify all adoption agencies including Thoroughbred Aftercare Alliance of such breach.

14. **Warranties and Disclaimers.** THS hereby warrants and represents that it is the owner of the Adopted Horse and has full right and title thereto for purposes of entering into the terms of this Contract. Adopter warrants and represents that all information contained in the Adoption Application is true, correct, and complete. THS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE, OR ANY OTHER EVEN, COVENANT, CONDITION OR OCCURANCE, INCLUDING WITHOUT LIMITATION, THE TEMPERAMENT OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING. ALL SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED, ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND WITH ALL FAULTS BASIS. ADOPTER ACKNOWLEDGES THAT THS MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

IN WITNESS WHEREOF, the parties have executed this Contract as of the last date below

written: "THERAPEUTIC HORSES OF SARATOGA/THS"

BY (Signature):

DATE: _____

"ADOPTER"

BY (Signature): _____

DATE: _____

PRINT NAME: _____

Address: _____

Phone: _____

Email: _____

"ADOPTED HORSE"

REGISTERED NAME: _____

BARN NAME: _____

TATTOO/ REG#: _____

The Adoption Contract must be filled out, PHYSICALLY SIGNED and faxed/emailed to the facility where the horse is located



Therapeutic Horses
OF SARATOGA

683 RT 29 | Saratoga Springs, NY 12866 | P: 518-290-6240 | www.thsaratoga.org



Therapeutic Horses

OF SARATOGA

Exhibit A:

Come the parties, Therapeutic Horses of Saratoga, by and through its Executive Director, and _____, (New Adopter), and hereby enter into the following Adoption Transfer Contract (hereinafter, "Agreement") with regard to the horse identified below (hereinafter, "Horse").

Horse name: _____

Tattoo number: _____

Barn name: _____

Date of birth: _____

Description: _____

1. APPROVAL FOR ADOPTION: The parties agree that New Adopter has been approved for adoption in manner outlined in the Therapeutic Horses of Saratoga Adoption Application and related materials.

2. NO GUARANTY OF FITNESS: Therapeutic Horses of Saratoga 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 prior to signing this Agreement. Lack of soundness, fitness, or variations in temperament are not reasons permitting return of the animal to the Therapeutic Horses of Saratoga after the initial thirty (30) days following signing of this Agreement.

3. TRAINING: The parties recognize that most retired racehorses are "green broke" at best. While the Horse may have had a brief retraining period at Therapeutic Horses of Saratoga, 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 appropriate use of the Horse. Novice riders are encouraged to utilize the services of a trainer. Further, Therapeutic Horses of Saratoga 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 trainer prior to agreeing to an adoption transfer.

4. 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, Therapeutic Horses of Saratoga, its agents or employees shall have access to the Horse's vet and farrier records upon request.

5. 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 flatwork does not constitute a reason for return of the animal to Therapeutic Horses of Saratoga.

6. 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 Therapeutic Horses of Saratoga Approval Application and related materials, and (ii) the potential new adopter enters into an Adoption Transfer Contract with Therapeutic Horses of Saratoga. Finding a new adoptive home for the Horse is the sole duty of New Adopter. If need be and at New Adopters request, Therapeutic Horses of Saratoga will attempt to assist New Adopter of 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 Therapeutic Horses of Saratoga 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.

7. LIFETIME ALLEGIANCE: The Therapeutic Horses of Saratoga Lifetime Allegiance Program is in place to provide continuing support to our adopted horses and their adoptees. For the first year of adoption, updates are required at 3 months, 6 months, 9 months and 12 months. After the one-year mark we want to hear about our adopted horses annually. If an owner wishes to sell or transfer ownership of their adopted horse, they are required to contact Therapeutic Horses of Saratoga (dr.sisk@thsaratoga.org) before doing so. All new owners will become responsible for yearly Lifetime Allegiance updates moving forward. Lifetime Allegiance annual updates are due **July 31st, each year**. If New Adopter transfers the animal to a third party, New Adopter agrees to obtain commitment from such third party to provide Therapeutic Horses of Saratoga with the annual information. Additionally, New Adopter grants Therapeutic Horses of Saratoga permission to copyright and use, reuse, publish and republish the photographs submitted with the Lifetime Allegiance form, without restriction, as to changes or alterations, for art, advertising, trade or any other purpose, and to post same on Therapeutic Horses of Saratoga media properties, such as, but not limited to, Therapeutic Horses of Saratoga's website, blog, Facebook page, Instagram page, Twitter account or on YouTube.

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 Therapeutic Horses of Saratoga, it's 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 Therapeutic Horses of Saratoga 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 was performed humanely. Notice may be given in writing, by email, 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 Therapeutic Horses of Saratoga are not to be used for purposes of breeding.

12. VISITS: Therapeutic Horses of Saratoga 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 Therapeutic Horses of Saratoga 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 Therapeutic Horses of Saratoga, it's agents or employees.

13. RIGHT TO REPOSSESS: Please note that if the Horse is to be either (i) in a physical condition SIGNIFICANTLY less than that in which the Horse left Therapeutic Horses of Saratoga (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, Therapeutic Horses of Saratoga 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 Therapeutic Horses of Saratoga sue New Adopter for breach of contract, New Adopter will be liable for all court costs and related expenses incurred by Therapeutic Horses of Saratoga, it's agents or employees, including all reasonable attorney fees.

16. LIMITS OF LIABILITY: New Adopter agrees to hold harmless Therapeutic Horses of Saratoga, it's 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 Therapeutic Horses of Saratoga encourages the purchase of liability insurance by the New Adopter.

17. VENUE AND JURISDICTION: This Agreement is governed by New York State law, and venue for any action arising from this agreement is in

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

NEW ADOPTER

THERAPEUTIC HORSES OF SARATOGA REPRESENTATIVE

Print Name: _____

Erin Christopher-Sisk, Executive Director

Address: _____

Date: _____

Phone: _____

Email: _____

Date: _____



Therapeutic Horses

OF SARATOGA

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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 Therapeutic Horses of Saratoga, it's agents or employees.

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THERAPEUTIC HORSES OF SARATOGA REPRESENTATIVE

Print Name: _____

Erin Christopher-Sisk, Executive Director

Address: _____

Date: _____

Phone: _____

Email: _____

Date: _____