



Secretariat Center

EQUINE ADOPTION CONTRACT

Come the parties, Secretariat Center, by and through its Executive Director or other 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: _____

- 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 Secretariat Center, as the fee is a donation 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 Secretariat Center'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 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. 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 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.
- 4. NO GUARANTY OF FITNESS:** Secretariat Center 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 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 lack of soundness, fitness, or variations in temperament are not reasons permitting return of the Horse to the Secretariat Center after the initial thirty (30) days following signing of this Contract.
- 5. 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, Secretariat

Center 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 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, exercise, food, water, shelter, hoof care, and veterinary care 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. **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 Secretariat Center.
8. **RETURN DURING FIRST 30 DAYS:** 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 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. Upon an accepted return, Secretariat Center 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 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.
9. **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 Secretariat Center, 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 Secretariat Center. This liability includes any retraining expenses incurred by the Secretariat Center.
10. **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. Secretariat Center encourages Adopter to have the Horse evaluated during the first thirty days of ownership, in order to assure fitness for the intended use. The Parties agree that Secretariat Center 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 after the first thirty days.

- 11. FOLLOW-UP CONTACT FOR 60 DAYS:** Adopter acknowledges that Secretariat Center will request the following written contact for the first sixty (60) days of ownership: 1) Contact to ensure the Horse arrived to Adopter safely, 2) Contact within 5 days of arrival to assess how the Horse has settled in, 3) Contact within one week of arrival to see if the horse has been ridden/worked and to evaluate the match so far with the Adopter, 4) Weekly contact for the first month of ownership by the Adopter, 5) Bi-weekly contact for the second month of ownership by the Adopter. Permitted forms of written contact are email messages and text messages. Additionally, current photographs of the Horse will be required at the conclusion of thirty days and of sixty days of ownership, and the Secretariat Center reserves the right to request photographs or videos of the Adopter riding or working the horse within the first sixty days of ownership.
- 12. TRACK FOR LIFE:** Adopter acknowledges that the Secretariat Center tracks its horses for life and that the Secretariat Center 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 Secretariat Center 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 Secretariat Center by the due date specified on the form provided by the Secretariat Center each year. Additionally, 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, blog, Facebook page, Twitter account, or on YouTube.
- 13. SUBSEQUENT SALE OF HORSE:** Adopter agrees to maintain ownership of the Horse for at least sixty (60) days following the signing of this Contract. In the event Adopter elects, after the initial 60 days of ownership, to sell the Horse to someone else (referred to herein as "Third Party"), Adopter agrees to require this Third Party to enter into a Track for Life Agreement with the Secretariat Center, before effecting a sale of the Horse to such Third Party. As agreed to in Section 10 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 Secretariat Center 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 Secretariat Center, 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 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 by e-mail, or by text message

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 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 breeder or donor of the horse, 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.
18. **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.
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 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 breach of contract, Secretariat Center will notify local animal control authorities, and 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 Secretariat Center, 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 Secretariat Center of any such Recordings for any purpose related to 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.
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 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.

- 23. 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. Adopter acknowledges that Adopter has been notified that the Secretariat Center encourages the purchase of liability insurance by the Adopter.
- 24. 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.
- 25. 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

**SECRETARIAT CENTER
REPRESENTATIVE**

Name: _____

Shelley Mann, Executive Director

Address: _____

Secretariat Center
4155 Walt Robertson Rd.
Lexington, KY 40511
(859) 246-3080

Phone: _____

www.secretariatcenter.org
info@secretariatcenter.org

E-mail: _____

Date: _____

Date: _____