



**Adoption and Placement Agreement
New Beginnings Thoroughbreds, Inc.
10 Manners Road
Ringoes, NJ 08551
(732) 216-1364 or (732) 406-4036
nbottb@gmail.com**

This Agreement must be filled out completely and signed by Adopter and a New Beginnings Thoroughbreds Representative.

Name of Horse (JC): _____ **Tattoo #:** _____

Year foaled: _____ **Mare** **Gelding** (Circle One) **Color of Horse:** _____

Markings: _____

Name of Adopter: _____

Adopter's Address: _____

Phone: _____ **Email:** _____

Alt Phone: _____ **Date of Adoption and Placement** ___/___/___

ADOPTION AND PLACEMENT AGREEMENT

This Adoption and Placement Agreement (this "**Agreement**") is entered into between New Beginnings Thoroughbreds, a 501(c)3 non-profit organization ("**NBT**"), and _____ (the "**Adopter**"). This Agreement is effective as of the Date of Adoption and Placement identified above (the "**Effective Date**").

RECITALS

- A. NBT's mission is to retrain and secure well-qualified and loving adoptive homes for off the track thoroughbreds.
- B. NBT is the owner of the above referenced horse (the "**Horse**").
- C. Adopter desires to take legal ownership of the Horse and NBT is willing to grant legal ownership to Adopter subject to the terms and conditions set forth herein.

In exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:



1. **Description.** The following is a description of the Horse's physical condition and stable vices at time of placement:

(Photo of Horse at time of placement is attached.)

2. **Adoption Fee.** Contemporaneously with the execution of this Agreement, Adopter shall deliver a non-refundable adoption fee in the amount US\$ [] (the "**Adoption Fee**") to NBT. The Adoption Fee shall be delivered in the form of a check. The Adoption Fee may be tax deductible by the Adopter. The Adopter should consult his/her independent tax advisor to determine deductibility:
3. **Term.** This Agreement commences on the Effective Date and remains in effect for twenty (20) years.
4. **Holding Period Restrictions.** Adopter understands and agrees that the Horse may not be raced, bred, sold, given away, assigned or disposed of, or have any interest in thereof transferred for a one-year period from the Effective Date (the "**Holding Period**"). The Adopter agrees to pay liquidated damages in the amount of \$6,000 to NBT for any violation of this Section 3.
5. **Return.** During the Holding Period, if for any reason the Adopter does not want the Horse, it **MUST** be returned to NBT. In the event of a return, the Adopter will be asked to complete a Relinquishing Form, in which Adopter will describe the reason for the return and provide recent vaccination and deworming records. **NBT cannot refund any money. The Adoption Fee is considered a donation.**

Retired from Racing. Adopter agrees that the horses will not be used for racing

6. **General Care Required.** Adopter shall maintain the Horse's weight and condition between Moderate (4) and Fleshy (6) as described by the Henneke Scoring System. Adopter shall provide the Horse: (i) free access to fresh water, hay and/or pasture at all times; (ii) salt/mineral supplements and a feed schedule of grain to the needs of the Horse; (iii) at minimum, a three-sided shelter at all times; and (iv) an adequate fencing and companion animal.
7. **Health Care Required.** Adopter shall ensure that the Horse receives yearly vaccinations, including Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations as Adopter's veterinarian recommends for endemic diseases. In addition, the Adopter shall ensure that the Horse receives proper dental care and that the Horse's teeth are kept in good condition. Without limiting the foregoing, the Adopter shall ensure that the Horse's teeth are checked and floated annually. The Adopter shall keep the Horse on a regular de-worming program. The Adopter shall ensure that proper hoof care is provided



to the Horse by a qualified hoof care specialist as often as is necessary to maintain sound hooves.

8. **Illness or Injury and Care:** The Adopter agrees to provide recommended veterinary care for illness and/or injury according to the Horse's needs and/or according to the requirements and/or the laws of the State of _____.
Adopter shall notify NBT with 24 hours of the Horse suffering any serious injury or illness that could be life threatening.
9. **Death/Euthanization.** Should a life-threatening situation arise, Adopter shall ensure that the Horse is humanely euthanized by a licensed veterinarian. In the event the Horse dies or is euthanized, Adopter shall notify NBT within 24 hours. Adopter shall have a veterinarian send a written statement to NBT verifying the cause of the Horse's death or euthanasia, as applicable.
10. **Veterinary Statement.** During the Holding Period, the Adopter agrees to forward a veterinarian's brief statement regarding the Horse's residence, general condition, weight, teeth and hoof condition at the time of Fall and Spring inoculations or upon request (a brief health check form will be provided by NBT for this purpose twice a year). This form is to be returned to NBT within one week of receipt thereof and is to include pictures and veterinarian signatures.
11. **Veterinary Records.** The Adopter agrees that NBT has the right to obtain all veterinary records directly from any veterinarian treating the Horse, and the execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to NBT of all veterinary records maintained. The Adopter agrees to provide such other documents as may be required by its veterinary to give effect to this Section.
12. **Transportation.** Adopter understands and agrees that any and all transportation arrangements and costs at the time of placement and in the event of a return are the responsibility of the Adopter.
13. **Residence/Veterinarian.** The Adopter agrees that the Horse will reside at:

The following is the name, phone number and address of Horse's veterinarian:



If the Adopter changes the location of the Horse or the Horse's veterinarian, the Adopter shall provide the new stabling information and the veterinarian information to NBT within thirty (30) days of said change.

14. **Visits.** During the Holding Period, the Adopter agrees to permit a representative of NBT to visit the stabling property and the Horse. Further, the Adopter agrees to return the Horse to the program if NBT determines that the situation is undesirable for the well-being of the Horse according to the standards contained in this Agreement. Additional visits are a condition to this Agreement. The Adopter also agrees to allow a NBT representative access to the property should removal of the Horse be necessary.
15. **Transfer.** Upon expiration of the Holding Period, and when qualifications of this agreement are met, the Adopter may assume full ownership or sell or transfer the ownership of the Horse. The Adopter agrees not to send or sell the Horse at auction, breed the Horse, race the Horse, or sell or give the Horse away to be slaughtered. The adopter further agrees not to sell or transfer the Horse to any individual or entity who will send or sell the Horse at auction, breed the Horse, race the Horse, or sell or give the Horse away to be slaughtered. Prior to selling or transferring the Horse, the Adopter agrees to:
 - (i) notify NBT and provide the new owner's contact name, address, telephone number and the location of where the Horse is being moved to;
 - (ii) provide a copy of this Agreement to the new owner; and
 - (iii) return an executed copy of Attachment A of this Agreement to NBT prior to selling or transferring the Horse.
16. **Examination Opportunity.** By initialing below, the Adopter acknowledges that NBT granted the Adopter an opportunity to have the Horse examined by a veterinarian before signing this Agreement, but declined to do so, and is taking the Horse "as is."

[Adopter Initials]
17. **Breach of Contract.** If the Adopter fails to comply with any of the conditions or obligations set forth herein, such failure will constitute a breach of contract thereby giving the right to NBT, in its sole discretion, to either have the Horse inspected by a veterinarian selected by NBT and/or exercise its right to retake possession of the Horse.
18. **Amendment/Waiver.** The terms of this Agreement may not be altered or amended except by written agreement signed by NBT and the Adopter. No action or inaction by NBT shall constitute a waiver of its rights under this Agreement or applicable law, nor shall such action or inaction excuse the Adopter from performing his/her duties under this Agreement.
19. **Liability/Disclaimer or Warranties.** The Adopter releases NBT from any and all liability and agrees to hold harmless NBT and any of its employees, agents, directors, or trustees from any and all liability related to this Agreement or the Horse, and any injury or cause of action related to this Agreement or the Horse. NBT MAKES NO REPRESENTATIONS



OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HORSE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION ABOUT THE SOUNDNESS, ABILITIES, TEMPERAMENT OR HEALTH OF THE HORSE.

20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any litigation in which NBT is a party concerning this Agreement or the Horse must be filed in the State of New Jersey and the Adopter hereby consents to such venue and further consents to the jurisdiction of any state or federal court in the State of New Jersey.
21. **Miscellaneous.** This Agreement constitutes the entire Agreement between NBT and the Adopter and supersedes any other prior or contemporaneous oral or written agreements or understandings. This Agreement may not be assigned by the Adopter and shall be binding upon the parties' respective heirs, successors, legal representatives and any of NBT's assignees. The invalidity or unenforceability of any provision of this Agreement, or any portion of any provision, shall not affect the validity or enforceability of the remainder of this Agreement as a whole or any provision thereof.
22. I UNDERSTAND THAT THERE ARE MANY RISKS INVOLVED IN RIDING, PARTICIPATING AND/OR BEING AROUND HORSES. I ALSO UNDERSTAND THAT, DUE TO THEIR SIZE, THEY ARE POWERFUL AND INHERENTLY DANGEROUS. I FURTHER UNDERSTAND THAT ANYONE RIDING OR NEAR A HORSE IS AT RISK AT ALL TIMES AND CAN SUFFER BODILY INJURIES AND/OR PROPERTY DAMAGE. I ALSO AGREE THAT I WILL NOT HOLD NBT, INC. OR ANY OF ITS EMPLOYEES, AGENTS, DIRECTORS, OR TRUSTEES RESPONSIBLE FOR ANY INJURIES, DEATH OR DAMAGES IF I SHOULD BE INJURED, KILLED OR HAVE DAMAGES RESULTING IN ANY WAY FROM THE HORSE. I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

_____ (Signature of Adopter)

_____ (Signature of Representative of NBT)



ATTACHMENT A

**Transfer of Ownership
New Beginnings Thoroughbreds, Inc.
10 Manners Road, Ringoes, NJ 08551
(732) 216-1364 or (732) 406-4036, nbottb@gmail.com**

**Update and New Owner Forms also available on our website at
<http://nbottb.org/forms>**

Name of Horse (JC): _____

Year foaled: _____ **Mare** **Gelding** (Circle One) **Color of Horse:** _____

Tattoo # _____ **Markings:** _____

Name of New Owner: _____

New Owner Address: _____

Phone: _____ **Alt. Phone:** _____

Email: _____ **Date of Transfer** ___/___/___

1. I understand that _____ is a horse who was previously owned by and adopted through NBT.
2. As the new owner of _____, I agree to abide by the requirements of paragraphs 6, 7, 8, 9, 13, and 15 of the NBT Adoption Agreement as if I were the "Adopter" thereunder.
3. If I sell or transfer the horse, I agree to have the new owner or transferee submit Attachment A to NBT prior to transferring the horse.
4. I agree that I will not breed the Horse, sell or give the horse to or through any auction and/or individual who intends to send or transport the horse to slaughter.
5. I understand that should I be unable to be responsible for the horse, I will contact NBT to determine whether NBT can assume responsibility for the horse, after all efforts to find the horse an appropriate home are made by myself, the adopter.

Name

Date