

# TWO-YEAR TEMPORARY CARE AGREEMENT

New Jersey Equine Clinic, PA  
Attn: Dr. Scott Palmer  
279 Millstone Road, Millstone Township, NJ 08535  
Phone: 732-786-0662 Fax: 732-786-9292

Horse: \_\_\_\_\_ Adopter: \_\_\_\_\_

Age of Horse: \_\_\_\_\_ Mare, Gelding (Circle One) \_\_\_\_\_ (Color of Horse)

Tattoo # \_\_\_\_\_ Markings: \_\_\_\_\_

Adopter's Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (home) Phone: \_\_\_\_\_ (work)

Email: \_\_\_\_\_ Date of Adoption and Placement \_\_\_\_/\_\_\_\_/\_\_\_\_

This agreement is entered into between the New Jersey Equine Clinic, PA., a professional corporation, one of the purposes of which is to place thoroughbred and Standardbred ex-racehorses and pleasure horses into permanent adoptive homes and \_\_\_\_\_ (hereinafter "Adopter"). Whereas the New Jersey Equine Clinic, PA (hereinafter "NJEC") is the owner of the above-referenced horse, the Adopter agrees to adopt and take possession of the horse and agrees to the following terms and conditions:

WHEREAS, Adopter desires to and has applied to NJEC to take temporary possession and care of the Horse for a period of two years, and NJEC desires to let Adopter take possession of the Horse on the terms and conditions set forth below;

WHEREAS, in addition to arranging temporary care, NJEC also finds permanent adoptive homes for certain horses; and

WHEREAS, if in NJEC's opinion, based upon Adopter's performance of this Agreement, Adopter would be a suitable owner for one of its horses, NJEC shall have the option, but not the obligation, to permit Adopter to adopt the Horse by purchasing it at the end of the Term of this Agreement.

NOW THEREFORE, NJEC and Adopter agree as follows:

1. For and in consideration of the mutual promises set forth herein and Adopter's payment to NJEC at the time this Agreement is executed of an administrative fee in the amount of \_\_\_\_\_ (the "Fee"), the receipt and sufficiency of which is hereby acknowledged. This donation should be made out to Re-Run, the Thoroughbred Retirement Foundation, the Standardbred Retirement Foundation or whichever agency is co-listing this Horse for adoption. This donation may be tax deductible by the adopter. The adopter should consult his/her tax advisor for further information regarding the deductibility of the donation.
2. Adopter shall take possession of the Horse upon the execution of this Agreement and Adopter shall keep and care for the Horse for a period of two years from the date of this Agreement (the "Probationary Period"). Adopter agrees to use the Horse during the Probationary Period for the following approved purpose(s) only:
3. During the Probationary Period, Adopter agrees that neither Adopter nor anyone acting on Adopter's behalf shall enter the Horse in any race, place the Horse in race training, breed the Horse, sell the Horse for slaughter or give the Horse away to be slaughtered, or attempt to obtain original or duplicate registration papers for the Horse. If the Adopter elects to purchase the Horse, Adopter agrees that, for the duration of the life of the Horse, neither Adopter nor anyone on Adopter's behalf shall enter the Horse in any race, place the Horse in race training, breed the Horse, sell the Horse for slaughter or give the Horse away to be slaughtered.

4. During the Probationary Period, Adopter agrees to keep the Horse at the following approved location:  
Adopter may not move the Horse to any other location unless NJEC provides Adopter in advance with its written consent to move the Horse to the other location, and unless the quality and safety of the facilities at the second location are, in NJEC's opinion, equal to or better than those at the original location.
5. During the Probationary Period, the horse may not be raced, bred, sold, given away, assigned or disposed of, or have any interest in thereof transferred. The adopter may only release the horse from his/her care to NJEC. Adopter agrees to pay liquidated damages in the amount of \$10,000 to NJEC for any violation of this provision. Should a life-threatening situation arise, only a licensed veterinarian may humanely euthanize the named horse. A report by the attending veterinarian will be sent to NJEC following euthanasia, indicating the diagnosis and reason for euthanasia. Adopter agrees to keep the Horse in the same (or better) health and physical condition as it was in on the date that this Agreement was signed, and Adopter agrees to provide at Adopter's sole expense whatever quantity and quality of food, water, shelter, farrier and veterinary care is necessary to keep the Horse in that state of health and condition.
6. General Care Required: 1) Named horse must maintain weight and condition as described by the Henneke Scoring System between Moderate (5) and Fleishy (7). This will vary depending on the level of exercise the horse is receiving. 2) Said horse must have free access to fresh water, hay and or pasture at all times as well as salt/mineral supplements and a feed schedule of grain provided to the needs of said horse. 3) At minimum, a three-sided shelter must be available at all times. 4) Adequate fencing must also be provided.
7. Every six months during the Probationary Period, Adopter shall deliver to NJEC a certificate from a licensed veterinarian evaluating the health and condition of the Horse and disclosing and commenting upon any disease, injury or health problem. Adopter shall be solely responsible for the cost of these semi-annual veterinary examinations, and the veterinary certificates shall be due on the respective six month anniversary dates of this Agreement. In addition, at NJEC's sole expense, NJEC shall have the right to check on, inspect or have a veterinarian of its choosing examine and/or perform tests on the Horse at any time during the Probationary Period.
8. During the Probationary Period, Adopter shall be solely responsible for all costs in any way related to the Horse. Adopter agrees that Adopter will not cause or permit any lien, including without limitation any agister's, livery or stable keeper's lien, to arise or be placed upon the Horse, and if any person or entity claims a right of lien upon the Horse, Adopter agrees to pay immediately whatever sums are necessary to satisfy and discharge that lien. If Adopter fails to discharge any purported lien, Adopter agrees that NJEC may, but shall not be obligated to, pay off and discharge such lien claim, and Adopter agrees to indemnify and reimburse NJEC for any such payment or related expense, including any reasonable attorneys' fees which NJEC may incur in investigating or defending said claim or demand.
9. The Adopter hereby agrees that, in addition to any other rights or remedies provided by this Agreement and applicable law, NJEC shall have the option to terminate the Adopter's right to keep the Horse, and to retake possession of the Horse, and to retain the entire Fee, if : (i) the Adopter fails to provide NJEC with access to the Horse; (ii) the Adopter fails to provide NJEC with the semi-annual veterinary certificates by their respective due dates; (iii) the Horse has been moved without NJEC's prior written consent; (iv) NJEC, in its sole discretion, at any time determines that the Horse is not being kept to the level of health and condition required by this Agreement; (v) NJEC, in its sole discretion, at any time determines that the Horse is being mistreated in any way; (vi) Adopter abandons or attempts to give away the Horse or sells or offers the horse for sale; (vii) the Horse is being used in a manner which is in violation of any of the terms of this Agreement; (viii) Adopter breaches any provision of this Agreement; or (ix) the application and information which Adopter has provided to NJEC regarding Adopter's experience, abilities and facilities proves to be false in any respect.
10. Two years from the date of this Agreement, if the Adopter has fully and timely complied with all provisions of this Agreement to NJEC's satisfaction, Adopter may purchase the Horse by paying NJEC the sum of \$1.00 (the "Purchase Price"). However, Adopter expressly acknowledges and agrees that NJEC shall remain the owner of the Horse during the Probationary Period and that Adopter has no ownership interest in the Horse, and will make no claim of ownership, unless or until the Probationary Period has expired, and the Adopter shall have: (i) fully and timely complied with all provisions of this Agreement; (ii) paid NJEC the Purchase Price; and (iii) NJEC shall have executed and delivered to Adopter a Bill of Sale for the Horse.
11. In the event that the Adopter shall fail either to return or purchase the Horse immediately upon the two year anniversary date of this Agreement, said failure shall not affect NJEC's rights in any manner, and the Probationary Period as defined in this Agreement shall be deemed to be extended through the date on which NJEC actually recovers possession of the Horse or executes and delivers to the Adopter a Bill of Sale for the Horse.

12. Adopter shall take all reasonable precautions regarding the Horse, and Adopter shall be solely responsible for any injury, death, harm, damage or loss, as well as any claim or allegation thereof, which may occur to any person or property, including the person and property of the Adopter and the Adopter's family, friends, employees, invitees, licensees, servants and/or agents of any kind. In the event any claim or demand is made against NJEC based upon the negligent or non-negligent conduct of the Adopter or its agents, the Adopter agrees to indemnify and hold NJEC harmless against any such claim or demand and any related expense, including any reasonable attorneys' fees, which NJEC may incur in investigating, defending, settling or paying said claim or demand.

13. No action or inaction by NJEC shall constitute a waiver of its rights under this Agreement or applicable law, nor shall such action or inaction excuse the Adopter from timely performing its duties under this Agreement. Time is of the essence regarding each of the duties of the Adopter under this Agreement. 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 the Agreement as a whole or any provision thereof.

14. This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of New Jersey. Any litigation in which NJEC is a party concerning this Agreement or the Horse must be filed in the Commonwealth of New Jersey, and Adopter hereby consents to such venue and further consents to the jurisdiction of any state or federal court sitting in the Commonwealth of New Jersey. In the event that Adopter breaches this Agreement, regardless of whether or not litigation is filed, Adopter agrees to pay NJEC all of its costs and expenses incurred as a result of that breach, including NJEC's reasonable attorney's fees.

15. This Agreement may be signed in counterparts, including facsimile counterparts. This Agreement constitutes the entire agreement between NJEC and Adopter concerning the Horse and supersedes any other prior or contemporaneous oral or written agreements or understandings. The terms of this Agreement may not be altered or amended except by a written agreement signed by NJEC and Adopter. This Agreement may not be assigned by Adopter, and shall be binding upon the parties' respective heirs, successors, legal representatives and any of NJEC's assignees.

16. 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 NJEC, PA. OR AGENTS, EMPLOYEE, SHAREHOLDERS OR DIRECTORS RESPONSIBLE FOR ANY INJURIES, DEATH OR DAMAGES IF I SHOULD BE INJURED, DIED OR HAVE DAMAGES RESULTING IN ANY WAY FROM THE ADOPTED HORSE. I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADOPTION AND PLACEMENT AGREEMENT.

\_\_\_\_\_ (Signature of Adopter)

\_\_\_\_\_ (Signature of Representative of NJEC)

NJEC and Adopter Agree that this Agreement is effective on the following  
Date of Placement: \_\_\_ / \_\_\_ / \_\_\_

Addendum One: By initialing here \_\_\_\_\_, Adopter acknowledges that they understand that should they or any future owner desire to place the horse back into the NJEC program, NJEC, PA, Inc. will make every effort to accommodate the horse as quickly as possible.

Addendum Two: By initialing here \_\_\_\_\_, Adopter acknowledges that they have been explained the purpose of having the horse examined by a veterinarian before signing this agreement, and are taking the horse “as is”.

*NJEC use only: Sign here if addendum three applies to this adoption \_\_\_\_\_ p.4*

Addendum Three: By initialing here \_\_\_\_\_, Adopter agrees to never sell or give away the said horse. Adopter agrees to return said horse to NJEC if they can no longer care for the horse.

Donors Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (home) Phone: \_\_\_\_\_ (work)

Email: \_\_\_\_\_