



PA Racehorse Rehoming, Rehabilitation, Rescue (PARR) Non-Profit 501c3 Organization

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Retired Racehorse/PARR Horse Adoption Contract

Be it immediately known and mutually agreed upon, that for transfer of funds in the amount of \$_____ (**Adoption Fee**), which the full receipt of is hereby acknowledged, that **PARR**, via the undersigned **PARR** representative, _____ (**Agent**) hereby adopts out and transfers to _____ (**Adopter**), the following described Horse, adopted on _____ (**Date**) along with all responsibilities, financial and otherwise, horse ownership entails.

Horse Name: _____ Age: _____ Height: _____ Color: _____ Breed: _____

Notable Markings: _____ GENDER: _____ Tattoo/Brand (if avail): _____

(Required to be sterilized - YES / NO / Notes: _____) Jockey Club/Other Registration

Papers Available: YES _____ NO _____ If located _____ Unknown Registry/Unregistered _____

This adoption is strictly subject to the following conditions and stipulations:

PARR acknowledges receipt of agreed upon price (**adoption fee**) in full, for the Horse of \$_____, paid at the time of adoption to AGENT. AGENT warrants to ADOPTER that AGENT has good and marketable ownership, permission and full authority to sell and/or transfer said horse, and that said horse is transferred free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever, to the best of the AGENT'S knowledge.

This agreement is effective immediately upon horse leaving the property. Any and all known injuries/surgeries/medical history has been disclosed to ADOPTER to the best of our knowledge. Full history of each horse is not always known; especially in the case of ex-racehorses and rescue animals from auction or kill pens due to frequent changing of connections and accurate records not accompanying the horses. Known injuries/limitations will be disclosed in the blank area of page 2.

Some of our horses are adopted out via the **PARR** Courtesy Listing Program for owners/trainers at various race tracks, or other people who have enlisted us to find their horse a new home. Any representative of **PARR** has the absolute authority to sign and approve this Adoption Contract on behalf of the connections when/if we have found an approved adopter for their horse, even if we are simply the networking/pre-screening Agent for them. In these cases specifically, we (**PARR**) may not have previously seen the horse, know the horse or have any additional knowledge of the horse other than what has been provided by the Trainer/Owner/Connections. This agreement is to record that we have, to the best of our ability, found an acceptable and appropriate adopter for their horse by following our **PARR** procedures, though acting as enlisted Agent only.

RETIRED FROM RACING AGREEMENT

It is agreed by the ADOPTER that this horse will **NEVER return to ANY racetrack at ANY time for the purpose of any style of horse racing.** Said horse has been adopted out in good faith that they will only go on to a career or lifestyle as a sport horse, riding companion, pasture mate, etc. If adopted horse is a registered Thoroughbred, the JC Registration Papers, if available, will be transferred to ADOPTER with the understanding and good faith agreement that they will only to be used as proof of ownership, passport/FEI registration, USEF or USDF competition requirements, Thoroughbred classes for horse shows, etc. Original registration papers may NOT always be available. If you would like to order duplicates or need documentation for a TIP ID number for showing, we will do the best we can to assist you with that process.

NO AUCTION / SLAUGHTER / NEGLECT / ABUSE AGREEMENT

ADOPTER SPECIFICALLY AND FULLY, WITHOUT PREJUDICE, ACKNOWLEDGES THAT THIS HORSE IS NOT TO EVER BE TAKEN TO PUBLIC AUCTION, SOLD FOR SLAUGHTER, SOLD TO BUYER HAVING A CONTRACT WITH A SLAUGHTER PLANT OR WITH A DIRECT LINK TO BUYER OF HORSES FOR SLAUGHTER PURPOSES, SOLD/GIVEN TO A HORSE DEALER OR "FLIPPER", LEFT IN THE CARE OF SOMEONE WHO IS NOT KNOWLEDGEABLE OF PROPER HORSE CARE AND WILL NEVER BE NEGLECTED, MISTREATED OR ABANDONED. HORSE MAY NOT EVER BE LISTED ON CRAIGSLIST!

IF **ANY** creditable tips, reports, concerns or notifications come in to **PARR** regarding the questionable condition of an adopted **PARR** horse **WE MAY and likely WILL** request additional recent pictures, **contact** your veterinarian, farrier, trainer and/or barn manager for their input about the horse's condition and care **AND/OR** have a **PARR** volunteer **visit** the farm to check on the horse directly.

If **PARR** or any of its representatives are alerted or feel that the horse may not be being properly cared for or do not receive enough updates and would like further **proof** of the horse's wellbeing we **can and may** perform an **unannounced** on-site welfare visit.

In the event that we feel an adopted **PARR** horse's wellbeing is endangered or care being provided is below that which is generally considered to be acceptable, if the horse has become injured, sick or lame and **is not being treated up to our standards of basic care outlined by the AAEP or to the standards of our veterinarian**, is being neglected, abused or being ridden or used while lame **OR** beyond their limitations listed on this contract, **PARR CAN/WILL NOTIFY YOU AND ARRANGE FOR THE HORSE TO BE REPOSESSED IMMEDIATELY WITHOUT ANY REFUNDS OF ANY FEES.**

PA RACEHORSE REHOMING, REHABILITATION, AND RESCUE MUST BE NOTIFIED IMMEDIATELY IF YOU ARE NO LONGER ABLE TO CARE FOR YOUR HORSE

In the event that horse becomes unsuitable for your needs, you can no longer care for the horse, etc. contact us **IMMEDIATELY** and **PARR** will work to find the horse a new suitable home, foster, or take the horse back. **YOU**, the original adopter, remain absolutely **RESPONSIBLE**, financially and ethically, to care for the horse until we can arrange for the horse to be transferred to an approved home, moved to a foster farm or brought back to the **PARR** farm. **YOU** will be responsible for the cost of transportation back to **PARR** or foster farm. If we are able to adopt out the horse from your location to an approved home, the new adoptive family may cover transportation costs.

We may not always be able take a horse back immediately, as we do not have unlimited space. **However**, in the event that you can no longer care for the horse, you must **AGREE** to provide adequate food, water, and shelter to the horse while we work to find a solution.

This may involve **PARR** networking the horse to a home that **PARR chooses and approves of via our application process.** **PARR** will either help network the horse for you **OR** take the horse back to the **PARR** facility as soon as possible. **You** will **still** be responsible for caring for the horse and providing food, water and shelter for the horse until this can be arranged. **No adoption fees will be returned or given to original adopter unless specifically discussed and agreed upon in advance.**

ADOPTION & RESELLING OF PARR HORSE

IF A HORSE'S ADOPTION FEE IS WAIVED OR IS BELOW \$500, PICTURES AND UPDATES ARE REQUIRED, AT MINIMUM, EVERY MONTH FOR THE FIRST 6 MONTHS OR AS REQUESTED BY PARR.

Updates/photos are greatly **appreciated** so that we may follow the horse's new career and wellbeing and may be **required by request, at any time, especially during the first three years post-adoption,** as well as throughout the lifetime of the horse.

Many **PARR** horses will be allowed to be re-sold/rehomed for profit to quality approved homes, as long as previously agreed upon within this contract. **PARR must be kept notified in a timely fashion the contact information for new owners and whereabouts of the adopted horse when sold!** Contact information of new owner and trainer shall be passed onto **PARR** as soon as absolutely possible.

IF ADOPTED HORSE IS SOLD OR REHOMED, IT MUST **ONLY** BE TO A GOOD REFERENCE-CHECKED AND SUITABLE HOME. DUE DILIGENCE IS REQUIRED ON YOUR BEHALF TO ENSURE THAT THE HORSE IS NOT BEING TRANSFERRED TO AN UNSUITABLE/INAPPROPRIATE PURCHASER. HORSE MAY NOT EVER BE LISTED ON **CRAIGSLIST!**

THIS HORSE CAN _____ CANNOT _____ BE FREELY SOLD/REHOMED TO A QUALITY HOME.

PARR representative initials _____

*****IF CANNOT*** or if check marked, THIS HORSE HAS A FIRST RIGHT OF REFUSAL IN THE EVENT YOU CAN NO LONGER KEEP THE HORSE OR CHOOSE TO TRANSFER THE HORSE. PARR IS TO BE NOTIFIED FIRST:**

_____ PARR President, Kathryn Papp, DVM - 802-238-0094 - ParrRescue@gmail.com

This contract constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this contract. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement This contract may be modified in writing and must be signed by both Buyer/Adopter and Seller/Adopting Agent/PARR in order to be considered complete.

THIS IS A LEGALLY BINDING CONTRACT that follows the adopted horse and is enforceable across all state and provincial lines throughout the USA and Canada. The ADOPTER understands that any pursuit of legal action by PARR, including repossession of the adopted animal should the adopter break terms of this agreement, and including the pursuit of prosecution, will be at the adopter's expense and should be expected.

DISCLOSED KNOWN INJURIES / HEALTH ISSUES:

RECOMMENDED LIMITATIONS FOR NEW CAREER:

Additional Imaging, Paperwork, Information Transferred to Adopter

Initials of PARR rep _____
Initials of Adopter _____

This Horse Hereby Is Being Adopted By The Adopter Listed Below, from the Adoptive Agent, PA RACEHORSE REHOMING, REHABILITATION & RESCUE (PARR). Signing of this contract by the ADOPTER & AGENT will make this a legally binding contract and acts as your BILL OF SALE/PROOF OF OWNERSHIP. Please keep a copy for your records, as will PARR.

Adopter Name: _____ **DOB/AGE:** _____

*****If you are under the age of 18, please have parent or legal guardian read, complete, initial and sign this form along with you, agreeing to and assuming the risks described on your behalf*****

Signature: _____ **Date:** _____

Information for Our Adoptive Records:

Phone/Cell: _____ **E-Mail:** _____

Mailing Address: _____

Veterinarian Name & Contact Info: _____

Farrier Name & Contact Info: _____

Boarding Farm Name, Phone, Address: _____

Trainer Name & Contact Info: _____

Emergency name(s) and contact information for someone who you trust to make decisions for your horse's care in the event that you cannot be contacted and PARR is contacted regarding your horse's care, health, living situation, etc.

