

SOUTHERN CALIFORNIA THOROUGHBRED RESCUE ADOPTION AGREEMENT

1. CONSIDERATION: In consideration for the stated fee of \$_____, payable upon execution of this agreement, Southern California Thoroughbred Rescue grants to Adopter lifetime ownership of the horse, _____, Jockey Club Reg.# _____, for the purpose of providing a safe, healthy, and loving home, under the following terms and conditions.

2. RIGHT OF TERMINATION: Adopter understands that Southern California Thoroughbred Rescue grants ownership of the above horse to Adopter only for such time as the above horse shall be maintained according to acceptable standards of horse husbandry. Adopter agrees to maintain said horse in good health, to provide adequate food, free access to water, shelter, farrier, dental, and veterinary care. At such time as said horse is not maintained according to acceptable standards of horse husbandry, as shall be determined upon the examination of a licensed veterinarian or animal law enforcement agent, this agreement shall terminate and Adopter shall surrender said horse to Southern California Thoroughbred Rescue upon demand and without court order.

Name, Address and Phone Number of Adopter's veterinarian:

3. RIGHT OF INSPECTION: Adopter agrees that an authorized representative of Southern California Thoroughbred Rescue shall have the right to inspect the subject horse and the facilities where the horse shall be maintained with five (5) days of written notice to Adopter.

4. COST OF RECOVERY: In the event that Southern California Thoroughbred Rescue shall void this agreement for reason of insufficient standard of care to the above horse, Adopter shall be responsible for all costs of recovery, including transportation and legal fees.

5. DISCLOSURE: Southern California Thoroughbred Rescue agrees to disclose any known injuries, blemishes, unsoundness, or other pre-existing conditions. Adopter understands that many conditions of the horse are not obvious, and that Southern California Thoroughbred Rescue cannot know all the details of the horse's history. Adopter acknowledges that he or she has sole responsibility for determining if the horse is fit for use. Adopter acknowledges that he or she has been advised by Southern California Thoroughbred Rescue to engage the services of a licensed veterinarian to evaluate said horse for intended use. Adopter agrees to accept the above horse as is, subject to the return provisions of Paragraph 6.

6. RIGHT OF RETURN: In the sole discretion of the Adopter, the above horse may be returned to Southern California Thoroughbred Rescue at any time. Adopter shall be responsible for all costs of return. Adoption fees shall be refunded in full subject to return within thirty (30) days of the date of this Agreement, providing subject horse is returned free from damage to health or condition.

7. WARRANTIES: Southern California Thoroughbred Rescue warrants that it has good and clear title to the horse _____, free from any liens. Adopter understands and agrees that the horse is accepted from Southern California Thoroughbred Rescue without conditions or warranties of any kind except as otherwise stated herein, including health, soundness, temperament, or fitness for a particular purpose.

8. TRANSFERS, ASSIGNMENTS, SLAUGHTER: Adopter agrees that the horse _____ will never be offered for sale in any form of public auction. Adopter shall not slaughter the subject horse, nor sell it for slaughter. Adopter agrees to contact Southern California Thoroughbred Rescue by phone at (661) 305-9021 or in writing at 635 Hacienda Drive, Norco, California 92860 to give prior notification of any pending sale or transfer of subject horse to any other party. Adopter agrees to offer Southern California Thoroughbred Rescue first right of refusal for any such transfer, and agrees to accept refund of original adoption fee or a sum equal to a bona fide sale offer, whichever is less, in the event that Southern California Thoroughbred Rescue chooses to exercise its right. If Southern California Thoroughbred Rescue waives first right of refusal, and approves transfer to another party, Adopter agrees to provide Southern California Thoroughbred Rescue with the name, address, and phone number of the party to whom the horse is transferred, and to bind that party to all of the conditions and agreements set forth in this Adoption Agreement. Adopter understands that if any of these conditions of the Adoption Agreement is violated, Adopter will be subject to legal action.

9. LIMITATION OF USE: The horse is transferred to Adopter solely for use as a pleasure or show horse. Adopter understands that the horse cannot be used for racing of any kind. Entry into any race, or the publication of any recorded work by the horse _____ will automatically void this agreement and Southern California Thoroughbred Rescue shall take possession of the horse without court order. Return of horse in violation of this condition shall be at sole expense of the Adopter.

10. CHANGE OF ADDRESS: Adopter agrees to notify Southern California Thoroughbred Rescue thirty (30) days prior to any change in location of horse. Adopter will otherwise maintain subject horse at the following address:

Name, address and telephone number of the boarding facility/private residence where horse will reside:

11. DEATH OF HORSE: Adopter agrees that in the event of the horse's death, Southern California Thoroughbred Rescue will be notified within twenty-four hours of (a) the horse's death, (b) the cause thereof and, (c) the circumstances surrounding the death. Euthanasia, when necessary, may only be performed by a licensed veterinarian in a humane manner.

12. DEATH OF ADOPTER: In the event of death of the Adopter, Southern California Thoroughbred Rescue will be notified within ten (10) days.

13. FREEDOM FROM LIENS: Adopter agrees to keep said horse free from all liens, encumbrances, charges and claims, and to hold Southern California Thoroughbred Rescue harmless thereof.

14. INDEMNIFICATION: Adopter agrees to indemnify and hold Southern California Thoroughbred Rescue, it's officers, directors, employees, foster care providers, and volunteers harmless from and against any and all claims, actions, damages, liability, and expense in connection with the loss of life, personal injury, damage to property, or financial losses arising out of the use or care of the subject horse.

15. VALIDITY AND NONWAIVERS: In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. If Southern California Thoroughbred Rescue fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof, and Southern California Thoroughbred Rescue shall nonetheless retain all of the rights granted to them hereunder, which rights shall remain in full force and effect at all times.

All Parties to this Agreement must be over 18 years of age.

Adopter's Signature: _____ Date: _____

Print Name: _____ Social Security Number: _____

SCTR Representative Signature: _____ Date: _____

Print Name: _____

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA.