



New Start Foster Farm Racehorse Adoption Agreement

New Start
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Harrisburg, PA 17112

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This Retired Racehorse Adoption Agreement is made this ____ day of _____

20____, between, New Start, PO Box 88, Grantville, PA, 17028 and _____

_____, with a principal address of _____

WHEREAS, New Start is the owner of Thoroughbred racehorses which have been retired from racing.

WHEREAS, New Start wishes to place their retired horses with a person or entity who will agree to provide proper care for the retired horse and expressly agree not to place its life in jeopardy or sell it for slaughter, and

WHEREAS, Adopter agrees to take the retired horse in "As is" condition and to provide proper care for the retired horse pursuant to the terms of this agreement.

NOW THEREFORE, the parties here to, in consideration of the terms set forth herein, and with good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the intent to be legally bound, agree as follows:

1. Foster Farm agrees to adopt from New Start the following horse, registered

Name _____, Tattoo # _____

Color: _____ Sex: _____ Age: _____

Foster Farm will assume ownership and responsibility of the horse upon delivery by New Start.

Foster Farm agrees to notify New Start if the horse is moved from the previously approved facility, and supply contact information for the new location.

Foster Farm agrees to screen adopters and do a follow-up for one year. All horses are to be adopted with a no auction, no slaughter contract.

Foster Farm will sign a Retired From Racing application from The Jockey Club.

Foster Farm will notify New Start when the horse is adopted and supply the adopter's contact information.

Horses needing transition time and special needs horses will be accompanied by a donation. The amount of the donation to be determined by New Start's committee, and will be based upon the rehabilitation time needed before the horse can be ridden.

Foster Farm will set its own adoption fee which is not shared with New Start and is retained solely by the Foster Farm.

Foster Farm agrees and gives express permission to any New Start staff or representatives to have the right to conduct random visits, during business hours, to view the Adopted Horse while it is in their possession. During this time, if the Adopted Horse is determined, in New Start's sole discretion, to be in unsatisfactory condition or environment by New Start staff or personnel, the Adopted Horse may be reclaimed, and moved from its location without further court order.

Foster Farm agrees to notify New Start within 48 hours of death, loss or permanent disability of the Adopted Horse, In case of death Foster Farm will provide written cause of death statement for the adopted horse from a licensed veterinarian within ten (10) days of date of death.

All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by Pennsylvania law. The parties agree that only those courts located within Dauphin County, Pennsylvania will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.

SURVIVAL, Adopter specifically, acknowledges that this Agreement and all requirements and restrictions contained herein, shall remain in effect regardless of change of ownership of Adopted Horse at a later date. The Agreement shall at all times remain attached to the Adopted Horses' registration papers.

This Agreement, including any attachments hereto, contains the final and entire agreement of the parties and all other arrangements, whether oral or written, made with respect to the subject and the transactions contemplated by the Agreement shall have no force or effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have signed this agreement.

NEW START

FOSTER FARM

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____