

**New Vocations Racehorse Adoption Program
Adoption Agreement/Conditional Lifetime Bill of Sale**

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Adopter (Name): _____ SSN _____ D.O.B. _____
Current Address _____ City _____ State _____ Zip _____
Home Phone _____ Work Phone _____

This Adoption Agreement/Conditional Lifetime Bill of Sale (“Agreement”) is between the **Adopter** and **New Vocations Racehorse Adoption Program**, an Ohio not-for-profit corporation. The parties hereby agree as follows:

I, the above named Adopter, agree to abide by all of the following rules and regulations regarding the Adopted Horse known as _____ (registered name) Tattoo# _____
Breed _____ Color _____ Sex _____ Age _____

1. Adopter agrees that for a twelve (12) month period following the execution of this Agreement, New Vocations will retain an irrevocable and equitable ownership interest of the above Adopted Horse, during which time this Agreement may be unilaterally cancelled by New Vocations, in its sole discretion, in the event Adopter breaches any of the terms of this Agreement. During this period of time, Adopter agrees to indemnify and release New Vocations from any and all liability or claims associated with Adopter’s possession of the above Adopted Horse. Other than violations described in paragraphs 5 and/or 10 below, after the completion of the twelve (12) months, New Vocations will no longer have any legal or equitable interest and/or claim in the Adopted Horse.
2. Adopter agrees to not start any transitional training until the Adopted Horse has been residing at its new facility for a week. If the Adopted Horse is recovering from an injury, Adopter will need to wait until _____ to start any training.
3. If, during the first 60 days following execution of this Agreement, the Adopted Horse proves unsuitable for the purpose adopted, it can be returned at the Adopter’s expense to New Vocations, and the adoption fee will be refunded. Adopter agrees that after 60 days, but before the end of the initial twelve (12) months, if the Adopter can no longer keep the Adopted Horse for whatever reason, the Adopted Horse will be returned to New Vocations at the Adopter’s expense. There will be no refund on the adoption fee.
4. Adopter agrees to inform New Vocations in writing and provide photos of the Adopted Horse’s progress and condition in the third, sixth and twelfth months of the term of this Agreement. After the initial twelve (12) months, updates on progress and condition are not mandatory, but are highly encouraged.
5. **ADOPTED HORSE NEVER TO RACE DURING LIFETIME:** The Adopted Horse shall never be raced or sold in an auction under any circumstances. By virtue of this Agreement, all Racing Secretaries are prohibited from entering this horse to race. ENTRY OF THIS HORSE TO RACE SHALL VOID THIS SALE AND ANY SUBSEQUENT SALES, AND OWNERSHIP SHALL IMMEDIATELY REVERT BACK TO NEW VOCATIONS, and the Adopted Horse may be removed from any premises by New Vocations, including any racetrack, without court order.
6. Adopter agrees and gives express permission to any New Vocations staff or representatives to have the right to conduct random/unannounced visits to view the Adopted Horse during the first year of this Agreement. During that time, if the Adopted Horse is determined, in New Vocations’ sole discretion, to be in an unsatisfactory condition or environment by New Vocations staff or personnel, the Adopted Horse may be reclaimed without any refund of adoption fees being made to Adopter, and removed from its location without further court order.
7. Adopter agrees to keep the Adopted Horse at the below location. If at any time the Adopted Horse is moved to a different facility or location, New Vocations will be notified in writing prior to the move.

Facility Address _____ **Phone #** _____

8. Adopter agrees to provide the Adopted Horse with all of the following: proper training, food, water, shelter and/or care in accordance with New Vocations standards, and to vaccinate the Adopted Horse yearly and maintain a current Coggins according to applicable state laws or regulations. The Adopted Horse will be wormed at least every 12 weeks. New Vocations will have access to all veterinary care documents of the Adopted Horse upon request.
9. New Vocations agrees to disclose any information known to it concerning the Adopted Horse. However, **New Vocations does not guarantee the soundness, temperament, or training of the Adopted Horse.**

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10. **RIGHT OF FIRST REFUSAL.** If at any time the Adopter wishes to sell, lease, trade, give away or in any way change control of the Adopted Horse after the initial twelve months of this Agreement, New Vocations must be offered a right of first refusal and Adopter will notify New Vocations by certified mail to the address listed herein, or by facsimile notice to the fax number listed above, with receipt confirmed. New Vocations may purchase the Adopted Horse back for the adoption fees paid herein or by matching the bona fide offer, whichever is less. New Vocations shall have thirty (30) days following receipt of notice to respond. Adopter agrees that any other forms of notification are not valid and further agrees to provide New Vocations with proof of a bona fide offer, including name, address and telephone number of intended new owner. Failure to notify New Vocations of transfer of the Adopted Horse in violation of this Section 10 is grounds to void this Agreement at New Vocations' sole discretion, and ownership of the Adopted Horse shall immediately revert to New Vocations, and the Adopted Horse may be removed from any premises by New Vocations without court order. For purposes of clarification, this paragraph 10 hereof shall survive termination or expiration of this Agreement.
11. Adopter agrees to notify New Vocations with in 48 hour of death, loss or permanent disability of the Adopted Horse. In case of death, Adopter will provide a written cause of death statement for the Adopted Horse from a licensed veterinarian within ten days of date of death.
12. Adopter agrees to provide the Adopted Horse with at least a 12 x 10 stall or 3-sided building that is 150 square feet per horse kept in the paddock or barn. Adopter agrees to have at least one acre of pasture per large animal with at least 4' tall completely visible, non barb wire fencing, for the Adopted Horse. In a situation where pasture is limited, New Vocations will state below what will be acceptable: _____
13. All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by Ohio law. In the event that any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within Franklin County, Ohio will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction. The parties hereto hereby waive any right to trial by jury in matters arising out of this Agreement. **NEW VOCATIONS AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGE THE AFORESAID WAIVER OF RIGHT TO JURY TRIAL.**
15. If any part of this contract is breached by Adopter, Adopter agrees to pay New Vocations a \$1,500.00 donation plus all attorneys fees and all costs of legal action, including litigation, that New Vocations may incur to enforce the terms of this Agreement.
16. Miscellaneous. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. Adopter may not assign or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of New Vocations.
17. This Agreement, including any attachments hereto, contains the final and entire agreement of the parties and all other agreements, whether oral or written, made with respect to the subject and the transactions contemplated by this Agreement shall have no force or effect. No amendments, supplements or waivers of any provision of this Agreement shall be valid unless by an instrument in writing, signed by both parties hereto.
18. **SURVIVAL.** Adopter specifically acknowledges that this Agreement is **A CONDITIONAL LIFETIME BILL OF SALE**, and all requirements and restrictions contained herein, including but not limited to Sections 5 and 10, shall remain in effect regardless of change of ownership of the Adopted Horse at a later date. This Agreement shall at all times remain attached to the Adopted Horse's registration papers when available, or shall stand alone on its merits if such registration papers are not available.

**NEW VOCATIONS RACEHORSE
ADOPTION PROGRAM**

By: _____

Printed Name: _____

Date: _____

ADOPTER

By: _____

Printed Name: _____

Date: _____