

# PURPLE HAZE STANDARDBRED ADOPTION PROGRAM

## ADOPTION/CAREGIVER CONTRACT

AGREEMENT made this \_\_\_\_ of (\_\_\_\_) (2021), by and between Purple Haze Standardbred Adoption Program (hereinafter referred to as the "PHSAP") and \_\_\_\_\_ (hereinafter referred to as "Caregiver").

In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

PHSAP agrees to place \_\_\_\_\_ described as: age \_\_\_\_ sex \_\_\_\_ color \_\_\_\_ size \_\_\_\_ tattoo # \_\_\_\_ (level of use) W WT WTC WTCX

(hereinafter referred to as "Horse") to Caregiver on this \_\_\_\_ of \_\_\_\_ 2021 for the purpose of providing a safe, healthy and loving environment for the horse.

### CAREGIVER AGREES TO THE FOLLOWING:

#### 1. GENERAL AGREEMENT

Caregiver agrees that the Purple Haze Standardbred Adoption Program (PHSAP) is placing the horse with the Caregiver in exchange for Caregiver's agreement to comply with the terms of the Adoption/Caregiver Contract.

#### 2. GENERAL RESTRICTIONS

**ATTENTION: Any horse adopted from the program cannot be bred or raced. USTA registration lists horse as a pleasure horse only.**

(a) In the event the Caregiver is no longer able to provide good care for the horse(s) he or she **CANNOT give away, sell, lease or transfer the horse without contacting PHSAP first.** We expect you will find, assist PHSAP in finding, a loving home that must also be approved by PHSAP. In the rare case a new home is not secured, the horse must be returned to PHSAP. The Caregiver will immediately notify the PHSAP and will only release said horse to PHSAP. Caregiver agrees that said horse will have proof of current negative Coggins test and be up to date on inoculations, worming, dental and hoof care, at the Caregiver's expense.

(b) In the event of Caregiver's death, named horse must be released only to the PHSAP within ten (10) days of the date of death of Caregiver, or an PHSAP approved adopter.

(c) You understand PHSAP retains ownership of the horse for the first 18 months after initial adoption.

#### 3. CARE OF HORSE

(a) The Caregiver will ensure that the horse maintains the weight and condition described as #6 Moderately Fleshy" according to the Henneke Scoring System as per the standards published by the National Animal Control Association.

The Caregiver agrees that the horse will have free access to water, a shelter with a minimum of three sides and safe fencing. The Caregiver agrees that the horse will not, for any length of time, be turned out in a paddock or kept in any area with any barbed wire fencing or remnants thereof.

#### 4. REQUIRED VETERINARY CARE and VETERINARY FOLLOW UP FORM\*

A. The Caregiver agrees that the following veterinary care will be provided for the horse according to the schedule noted below as semi-annually at the sole expense of the Caregiver:

**Suggested Inoculations:** Flu, Rhino, Strangles, Eastern/Western Encephalitis, Tetanus, and Rabies in NY., Dental Care and any other inoculations your veterinarian recommends for endemic disease.

**Worming and Hoof Care:** Worming every six to eight (6 to 8) weeks. Hoof Care as needed

#### 5. ILLNESS, INJURY OR DEATH

a) The Caregiver agrees to provide recommended veterinary care for illness and/or injury of the horse according to its needs and/or according to the requirements of the ordinances of the County of \_\_\_\_\_ and the laws of the State of \_\_\_\_\_

(b) In non-emergency situations, if it is deemed by a licensed veterinarian that the quality of life of said horse is poor, euthanasia may be administered.

(c) In the event of the death of the horse, the Caregiver will, within forty-eight (48) hours, notify the PHSAP, (I) of the death, (II) the cause thereof and, (III) the circumstances surrounding the death.

**6. ADOPTION PHOTOS REQUIRED**

Photos of the horse after adoption are REQUIRED:

- Three (3) weeks of arrival date to the caregiver’s facility.
- Six (6) weeks from arrival date to the caregiver’s facility
- Twelve (12) weeks from arrival date to the caregiver’s facility

Views required are:

1. Straight on face with legs
2. ¾ angle of the body from left side.
3. ¾ angle of the body from the right side.
4. Hooves on a hard surface, not grass, sand or shavings.
5. Tattoo if present.
6. Rear view

**7. MOVING STABLE ARRANGEMENTS**

The Caregiver may move the horse to a new location if the PHSAP is notified of the new location, and PHSAP approves the new facility. Said horse will reside at:

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Contact Person \_\_\_\_\_ Tel \_\_\_\_\_

Address of stabling site \_\_\_\_\_ Tel \_\_\_\_\_

Directions from nearest interstate route and/or major city \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. TRANSPORTATION/SHIPPING and EXPENSES**

Transportation arrangements and costs are the sole responsibility of the Caregiver at the time of placement, and in the event said horse is to be returned to PHSAP for any reason. Caregiver is to secure transport of said horse to their stable within ten (10) days of signed contract unless prior agreement is reached on pickup date.

**9. OTHER:**

A representative of the PHSAP or duly authorized agent thereof shall be permitted to visit the horse(s) at its location without prior notice to the Caregiver and may remove the horse from said location at the discretion of the PHSAP if care is not appropriate. If a horse is returned to or retrieved by the PHSAP in condition less than #6 Moderately Fleshy, according to the Henneke Scoring System, and it is also noted by a licensed veterinarian that other care is needed due to the Caregiver’s negligence, the Caregiver agrees to pay the expenses to improve the condition of said horse, transportation, all attorney’s fees, and court expenses, staff time, and all other related expenses.

**10. PHSAP LIABILITY LIMITS**

The Caregiver agrees to hold harmless the PHSAP, its board members, volunteers, employees, foster care providers, owners of the horse and former owners of the horse for damage or injury caused to any person or property by the horse including but not limited to all attorneys’ fees, costs and expenses of litigation as well as any award for damages, any and all medical expenses or other costs incurred as the result of damage or injury to any person or property. The Caregiver is aware that PHSAP does not guarantee or warrant the general condition, temperament, or soundness of any horse. Caregiver is advised to obtain appropriate liability insurance coverage, as the PHSAP will not be responsible for any liability.

**11. 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 the PHSAP fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and the PHSAP shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all times.

**12. ENTIRE AGREEMENT/AMENDMENT**

This Adoption/Caregiver Contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter. This contract may be modified or amended in writing, if such writing is signed by both parties and ATTACHED hereto on a separate addendum.

**13. LAWS OF STATE GOVERNING AGREEMENT**

This Agreement shall be governed by the laws of the State of New York. The adopter will incur all expenses should PHSAP need to pursue legal action or actions to help and recover possession of said horse.

**14. ADOPTION FEES ARE NON-REFUNDABLE.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**Adopter/ Caregiver (must be at least 18 yrs. old) –**

**Print Name** \_\_\_\_\_

Adopter/Caregiver Signature: \_\_\_\_\_

Date \_\_\_\_\_

CellPh#: \_\_\_\_\_

WorkPh#: \_\_\_\_\_ Email \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Drivers License # or SS# (required) \_\_\_\_\_

**Witness (must be at least 18 yrs. old) – Print Name** \_\_\_\_\_

Witness' Signature: \_\_\_\_\_ Date \_\_\_\_\_

Cell #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Signature of PHSAP Representative: \_\_\_\_\_

Date \_\_\_\_\_