



New Start Racehorse Adoption Agreement / Conditional Bill of Sale

New Start
1541 Mumma Rd
Harrisburg, PA 17112

Phone: 717.645.6615
Fax: 717.469.0240
info@newstartforhorses.com

Adopter: _____ SSN: ____ - ____ - ____ DOB: ____/____/____

Current Address: _____ City: _____

State: ____ Zip: _____ Phone: ____ - ____ - ____ email: _____

This Adoption Agreement / Conditional Bill of Sale is between the Adopter and the Pennsylvania HBPA New Start Racehorse Adoption Program ("New Start").

I, the above listed Adopter, agree to abide by all of the following rules and regulations regarding the adopted Horse known as: _____ (registered name)

Tattoo #: _____ Color: _____ Sex: _____ Age: _____

1. Adopter agrees that for a twelve (12) month period following the execution of the Agreement, New Start will retain irrevocable and equitable ownership interest in the above Adopted Horse, during which time the Agreement may be unilaterally cancelled by New Start in its sole discretion, in the event the Adopter breached any of the terms of this Agreement. During this period of time, Adopter agrees to indemnify and release New Start from any and all liability or claims associated with Adopter's possession of the above Adopted Horse. After the completion of twelve (12) months, New Start will no longer have any legal or equitable interest and/or claim in the Adopted Horse.
2. Adopter shall sign Jockey Club's Retired From Racing Certificate. The Adopted Horse shall never be raced or sold in an auction.
3. New Start agrees to disclose any information known to it concerning the Adopted Horse, however New Start does not guarantee the soundness, temperament, or training of the Adopted Horse.
4. Adopter agrees and gives express permission to any New Start staff or representative to conduct random/unannounced visits to view the Adopted Horse during the first year of this Agreement. During this time, if the Adopted Horse is determined, in New Start's sole discretion, to be in an unsatisfactory condition or environment by New Start staff or personnel, the Adopted Horse

may be reclaimed without any refund of the adoption fees being made to the Adopter, and removed from its location without any further court order.

5. Adopter agrees to provide the Adopted Horse with all of the following: proper food, water, shelter and care in accordance with New Start's standards; annual vaccinations; and maintenance of a current Coggins certificate. New Start will have access to all veterinary care documents of the Adopted Horse and may order a veterinary inspection if warranted, The services of a farrier shall be provided for the Adopted Horse every six (6) to eight (8) weeks.
6. Adopter shall not start any transitional training until the Adopted Horse has resided one (1) weeks at its new facility, If during the first sixty (60) days following the execution of this agreement, the Adopted Horse proves unsuited for the purpose adopted, it can be returned at the Adopter's expense to New Start an the adoption fee will be refunded. Adopted agrees that after sixty (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 Start at the Adopter's expense and there will be no refund of the adoption fee.
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 Start will be notified in writing prior to the move.

Address: _____ Phone: ____ - ____ - _____

8. Adopted Horse must have adequate stabling with a stall at least 10 feet by 10 feet with sufficient clean dry bedding for the horse to lie down comfortably. Paddock space must be provided with a clearly visible non-barbed wire fence at least 4 feet high. If Adopted Horse is pastured, at least one acre per horse must be allotted with adequate shelter which meets New Start's guidelines.
9. 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 (12) months of this Agreement, New Start must be offered a right of first refusal and Adopter will notify New Start by certified mail to the address listed herein, or by facsimile notice to the fax number listed above, with receipt confirmed. New Start may purchase the Adopted Horse back for the adoption fees paid herein or by matching the bona fide offer, whichever isles. New Start shall have thirty (30) days following the receipt of notice to respond. Adopter agrees that any other forms of notification are not valid and further agrees to provide New Start with proof of a bona fide offer, including name, address and telephone number of intended new owner. Failure to notify New Start of transfer of the Adopted Horse in violation of this Section 9 is grounds to void this Agreement at New Start's sole discretion, and ownership of the Adopted Horse shall immediately revert to New Start, and the Adopted Horse may be removed from any premises by New Start without court order. For purposes of clarification, this Section 9 hereof shall survive termination or expiration of this Agreement.
10. Adopter agrees to notify New Start within 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 with ten (10) days of the date of death.

11. All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by Pennsylvania law. In the event that any dispute arises regarding the performance of this Agreement, the parties expressly agree that those courts located within Dauphin County, Pennsylvania 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 Start and Adopter hereby specifically acknowledge the aforesaid waiver of right to jury trial.
12. If any part of this contract is breached by Adopted, Adopter agrees to pay New Start an additional \$1500.00 plus all attorneys' fees and all costs of legal action, including litigation that New Start may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional \$1500.00 and costs are reasonable and just compensation.
13. 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.
14. Adopted specifically acknowledges that this Agreement is A CONDITIONAL LIFETIME BILL OF SALE, and all requirements and restrictions contained herein, 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 START RACEHORSE
ADOPTION PROGRAM

ADOPTER

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____