

Adoption and Placement Agreement
Blue Bloods, Inc.
2305 NC Hwy 62 North
Blanch, NC 27212
336-694-1737

Contract must be filled out completely and signed by Adopter and Blue Bloods, Inc. Representative.

Horse: _____ Adopter: _____

Age of Horse: _____ Mare Gelding (Circle One) Color of Horse: _____

Tattoo # _____ Markings: _____

Adopter's Address: _____

Phone: _____ Alt. Phone: _____

Email: _____ **Date of Adoption and Placement** __/__/__

ADOPTION AND PLACEMENT AGREEMENT

This agreement is entered into between Blue Bloods Inc., a nonprofit limited liability company, whose purpose is to place thoroughbred ex-racehorses into permanent adoptive homes and _____ (hereinafter "the Adopter"). Whereas Blue Bloods Inc. (hereinafter "Blue Bloods") is the owner of the above referenced horse, the Adopter agrees to take legal ownership of the horse and agrees to the following terms and conditions:

1. Detailed description of named equine's physical condition and stable vices at time of placement:

(Photo attached to the Agreement of horse at time of placement)

2. The adoption fee of _____ is non-refundable.
3. The horse may not be raced, bred, sold, given away, assigned or disposed of, or have any interest in thereof transferred for a six month period from the date of signing this Agreement. The Adopter agrees to pay liquidated damages in the amount of \$10,000 to Blue Bloods for any violation of this provision. Should a life-threatening situation arise, only a licensed veterinarian may humanely euthanize the named horse.
4. Transportation arrangements and costs are the responsibility of the Adopter at the time of placement and the thirty day trial period and in the event of return or replacement.

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5. **General Care Required:** 1) Named horse must maintain weight and condition as described by the Henneke Scoring System between Moderate (5) and Fleshy (7). This will vary depending on the level of exercise the horse is receiving. 2) Said horse must have free access to fresh water, hay and/or pasture at all times as well as salt/mineral supplements and a feed schedule of grain provided to the needs of said horse. 3) At minimum, a three-sided shelter must be available at all times. 4) Adequate fencing and a companion animal must also be provided.
6. **Health Care Required:** 1) Yearly vaccinations are required. Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases are mandatory. 2) Dental Care is the responsibility of the Adopter. Teeth must be kept in good condition. The Adopter is responsible for getting teeth checked and floated if necessary. 3) Named horse must be kept on a regular de-worming program. 4) Proper hoof care is required to be done as often as necessary to maintain sound hooves.
7. **Illness or Injury and Care:** The adopter agrees to provide recommended veterinary care for illness and/or injury according to the horse's needs and/or according to the requirements of _____ County ordinance and/or the laws of the State of _____.
8. For a period of six months from the date of signing of this Agreement, the Adopter agrees to forward a veterinarian's brief statement of named horse's residence, general condition, weight, teeth and hoof condition at the time of Fall or Spring inoculations or upon request (a brief health check form will be provided by Blue Bloods for this purpose once.). This form is to be returned to Blue Bloods after veterinarian evaluation..
9. The Adopter agrees in advance that Blue Bloods has the right to obtain all veterinary records directly from any veterinarian treating the horse, and the *execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to Blue Bloods of all veterinary records maintained.*
10. The following requires notifying Blue Bloods within 24 hours: Death of the horse (A statement from a veterinarian stating that the apparent cause of death must be forwarded to Blue Bloods); serious injury or illness that could be life threatening.
11. The Adopter agrees that the named horse will reside at:

(Blue Bloods Adoption and Placement Agreement Page Three)

12. If the Adopter changes the location of the horse or changes the horse's veterinarian, Blue Bloods must be provided the new stabling information and the veterinarian information within thirty (30) days of said change.
13. During the six month period, the Adopter agrees to permit a representative of Blue Bloods to visit the stabling property and the horse and to return the horse to the program if Blue Bloods determines that the situation is undesirable for the well-being of the horse according to the standards explained herein. Additional visits are a condition to this agreement. The Adopter also agrees to allow a Blue Bloods representative access to the property should removal of said horse be necessary.
14. Upon expiration of the six month period, the Adopter may sell or transfer the ownership of the horse, the Adopter agrees not to sell or transfer the horse to any individual or entity who intends to breed the horse, race the horse or sell or give the horse away to be slaughtered. Prior to selling or transferring the horse, the Adopter agrees to:
 - a) notify Blue Bloods and provide the new owner's contact name, address, telephone number and the location of where the horse is being moved to.
 - b) provide a copy of this Adoption Agreement to the new owner.
 - c) return an executed copy of Attachment A to Blue Bloods prior to selling or transferring the horse.
15. _____ By initialing here, the Adopter acknowledges that they have explained the purpose of having the horse examined by a veterinarian before signing this agreement, but have declined to do so, and are taking the horse "as is."
16. If the Adopter fails to comply with any of the conditions or regulations, such action will constitute a breach of contract thereby giving the right to have the horse inspected by a veterinarian selected solely by Blue Bloods and/or exercise its right to retake possession of the horse.
17. No action taken by Blue Bloods shall constitute a waiver of its rights under this Agreement or applicable law, nor shall such action or inaction excuse the Adopter from performing his/her duties under this Agreement. The invalidity or unenforceability of any provision of this Agreement, or any portion of any provision, shall not affect the validity or enforceability of the remainder of the Agreement as a whole or any provision thereof.

(Blue Bloods Adoption and Placement Agreement Page Four)

18. This Agreement constitutes the entire Agreement between Blue Bloods and the Adopter and supersedes any other prior or contemporaneous oral or written agreements or understandings. The terms of this Agreement may not be altered or amended except by written agreement signed by Blue Bloods and the Adopter. This Agreement may not be assigned by the Adopter and shall be binding upon the parties' respective heirs, successors, legal representatives and any of Blue Blood's assignees.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation in which Blue Bloods is a party concerning this Agreement or the Horse must be filed in the State of North Carolina and the Adopter hereby consents to such venue and further consents to the jurisdiction of any state or federal court in the State of North Carolina.
20. The Adopter releases Blue Bloods, from any liability and agrees to hold harmless Blue Bloods, and any of its employees, agents, directors, or trustees from any and all liability related to the horse, and any injury or cause of action related to the horse. Blue Bloods, makes no representations or guarantees about the soundness, abilities, temperament or health of the horse from the time the named horse is released to the Adopter.
21. I UNDERSTAND THAT THERE ARE MANY RISKS INVOLVED IN RIDING, PARTICIPATING AND/OR BEING AROUND HORSES. I ALSO UNDERSTAND THAT, DUE TO THEIR SIZE, THEY ARE POWERFUL AND INHERENTLY DANGEROUS. I FURTHER UNDERSTAND THAT ANYONE RIDING OR NEAR A HORSE IS AT RISK AT ALL TIMES AND CAN SUFFER BODILY INJURIES AND/OR PROPERTY DAMAGE. I ALSO AGREE THAT I WILL NOT HOLD RERUN, INC. OR AGENTS, EMPLOYEES TRUSTEES, OR DIRECTORS RESPONSIBLE FOR ANY INJURIES, DEATH OR DAMAGES IF I SHOULD BE INJURED, DIED OR HAVE DAMAGES RESULTING IN ANY WAY FROM THE ADOPTED HORSE. I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADOPTION AND PLACEMENT AGREEMENT.

_____ (Signature of Adopter)

_____ (Signature of Representative of Blue Bloods, Inc.)

Blue Bloods, Inc. and Adopter agree that this Agreement is effective on the following Date of Placement: ___/___/___

This donation may be tax deductible by the Adopter. The Adopter should consult his/her independent tax advisor to determine deductibility:

Add Lifetime Addendum if applicable

By initialing here____, Caregiver agrees to never sell or give away the said horse.
Adopter agrees to return said horse to _____ if they can no longer care for the horse.

Donors Address: _____

Phone: _____ (home) Phone: _____ (work)

Email: _____

ATTACHMENT A

1. I understand that _____ is a horse who was previously owned by and adopted through Blue Bloods, Inc.

 2. As the new owner of _____, I agree to abide by the requirements of paragraphs 5, 6, 7, 10, 11, 12, 14 and 15 of the Blue Bloods Inc. Adoption Agreement.

 3. If I sell or transfer the horse, I agree to have the new owner or transferee submit Attachment A to Blue Bloods, Inc. prior to transferring the horse.

 4. I agree that I will not sell or give the horse to any auction or individual who intends to send or transport the horse to slaughter.

 6. I understand that should I be unable to be responsible for the horse, I will contact Blue Bloods, to determine whether Blue Bloods, can assume responsibility for the horse, after all efforts to find the horse an appropriate home are made by myself, the adopter.
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Name

Date

**Contract and Fees must be mailed to:
Blue Bloods, Inc.
Elizabeth Macdonald
2305 NC Hwy 62 North, Blanch, NC 27212**