



HORSE PLACEMENT/ADOPTION AGREEMENT
(including Veterinary Inspection requirements) **FOR:**

Freddy

NAME OF HORSE

BETWEEN:

Jane Smith

(the "Adopter")

AND

**THE STANDARDBRED PLEASURE AND
PERFORMANCE HORSE ASSOCIATION OF NEW
SOUTH WALES Incorporated (SPPHA NSW Inc)**

SPPHA NSW Inc
PO BOX 3471
DURAL NSW 2159
0414 963 471
spphansw@standardbred.org.au

Sample



The Standardbred Pleasure and Performance Horse Association

of New South Wales Inc.

A.B.N. 11 407 812 669

HORSE PLACEMENT/ADOPTION AGREEMENT (including Veterinary Inspection Requirements):

1. PARTIES

THIS HORSE PLACEMENT/ADOPTION AGREEMENT (including Veterinary Inspection Requirements) is made and entered into as of this:

1st day of October (month) of 2010 (year)

for a minimum of twelve (12) months until satisfactory completion of all terms and conditions as set out in this Agreement, by and between:

Standardbred Pleasure and Performance Horse Association of New South Wales Incorporated ("SPPHA NSW Inc") and

NAME: Jane Smith

SPPHA NSW Inc MEMBER NUMBER: 0100c OF:

STREET ADDRESS: 111 Street Road

Someplace STATE: NSW PCODE: 2999

PHONE: (02) 9999 9999

EMAIL: jane.smith@email.au (the "Adopter")

For Junior Members (under age of 18 years):

Acknowledgement that Junior member above has the permission of parents/guardians to enter into this agreement:

NAME (Parent/Guardian): _____

SIGNATURE (Parent/Guardian): _____

DATE: _____



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2. HORSE

This Agreement witnesses that the Adopter agrees to adopt from SPPHA NSW Inc for a minimum of twelve (12) months, subject to the terms and conditions as set out in this Agreement, the Horse more fully described as follows:

NAME (registered and/or "stable" name): Freddy

SEX: G AGE: 6yo HEIGHT: 15.2hh

COLOUR: Bay FREEZE BRAND (if known): S2 ("Horse").

ADDRESS WHERE HORSE WILL BE KEPT AS AT THE DATE OF THIS AGREEMENT (please refer to 6.6 & 6.7 for requirements to notify SPPHA NSW Inc of change of address details for Horse and Adopter):

STREET: 222 Avenue Road

TOWN: Someplacelse

STATE: NSW POSTCODE: 2998

IS THIS ADDRESS: YOUR OWN PROPERTY AGISTMENT/OTHER*

*If the horse is kept elsewhere than your own property, please complete the following:

CONTACT NAME OF AGISTMENT/OTHER PROPERTY OWNER WHERE HORSE WILL BE KEPT: _

Joe Bloggs

CONTACT PHONE NO. OF AGISTMENT/OTHER PROPERTY OWNER: 0465 999 888



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3. VETERINARY INSPECTION REQUIREMENTS

The Adopter promises and agrees with SPPHA NSW Inc:

- 3.1 To obtain at the Adopter's own cost veterinary inspections by qualified veterinarians at six (6) months and twelve (12) months from the date of this Agreement as notified by SPPHA NSW Inc.
- 3.2 That the Horse will only be transferred into full ownership of the Adopter following satisfactory completion of both the six (6) month and twelve (12) month veterinary inspections, and receipt by SPPHA NSW Inc of all veterinary reports, documentation and payments as specified by SPPHA NSW Inc (please refer to Section 7).
- 3.2.1 SPPHA NSW Inc will investigate all reports of inappropriate/insufficient care of the Horse during the adoption period. If the concerns raised are found on investigation by SPPHA NSW Inc to be valid, but it is the view of SPPHA NSW Inc that the Adopter is acting or failing to act due to an honest omission or misunderstanding, SPPHA NSW Inc will provide appropriate advice to the Adopter.
- 3.2.2 The adoption period may be extended at the discretion of SPPHA NSW Inc and may require an additional veterinary inspection or inspection of the Horse by SPPHA NSW Inc committee members. Serious breaches of the terms and conditions of this agreement as determined by SPPHA NSW Inc will result in the immediate repossession of the Horse by SPPHA NSW Inc and termination of this Agreement and the Adopter's membership with SPPHA NSW Inc. (please refer to 6.14 and 6.15).

FIRST VETERINARY INSPECTION WILL BE DUE IN

April Month 2011 Year

By signing below, I acknowledge that I have read and understood, and agree to comply with the requirements for veterinary inspections as set out above.

Adopter Signature:

JSmith



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4. GUARANTEES

In consideration that the Adopter will have the Horse for their use, the Adopter guarantees to SPPHA NSW Inc the following:

- 4.1** Adopter is a competent person and is authorised and empowered to enter into this Agreement;
- 4.2** Adopter has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical, mental and behavioural condition;
- 4.3** Adopter acknowledges that they have relied upon their own judgment in deciding to adopt the Horse from SPPHA NSW Inc;
- 4.4** Adopter acknowledges that SPPHA NSW Inc:
- 4.4.1 is wholly reliant on information provided by the Donator of the Horse about the history, temperament, training, handling and health of the Horse, and
- 4.4.2 SPPHA NSW Inc has acted in good faith to offer the horse for adoption/placement based on the information so provided;
- 4.5** Adopter acknowledges that they have possession of the horse under a placement/adoption agreement and nothing expressed or implied by this Agreement makes the Adopter the owner of the Horse;
- 4.6** Adopter acknowledges that the Horse remains the property of SPPHA NSW Inc until the terms and conditions of this Agreement have been fulfilled to the satisfaction of SPPHA NSW Inc; all documentation and payment as specified by SPPHA NSW Inc has been received and official transfer of the Horse to the full ownership to the Adopter at the completion of the Agreement as shown by SPPHA NSW Inc records has occurred.



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5. INDEMNITY

The Adopter promises and agrees with SPPHA NSW Inc to use and possess the Horse at the Adopter's risk and SPPHA NSW Inc and its officers shall not be liable to the Adopter for:

- 5.1** Any injury to person or damage to property caused by the Horse or use or possession of the Horse by any person; or
- 5.2** Any loss or damage caused to or suffered by the Adopter directly or indirectly resulting from the death, sickness, breakdown, defect, disability or injury of or to the Horse.

6. TERMS AND CONDITIONS

In consideration that the Adopter will have the Horse for their use, the Adopter promises and agrees with SPPHA NSW Inc:

- 6.1** To meet all costs of keeping the Horse, including but not limited to transportation, feeding, farrier care, dental care, veterinary care, training, saddlery and equipment and fitting costs from the day the Horse enters their custody.
- 6.2** To maintain the Horse in the best possible health, form and condition and to provide reasonable care for the Horse, including but not limited to a safe, clean environment, regular and adequate food and water, all veterinary care, hoof care, grooming and exercise.
- 6.3** To provide all professional equine services (including, but not limited to, veterinary, farriery and dentistry) for the Horse which may be necessary or desirable, as well as any medicines or treatments on the advice of a qualified equine professional, or where the Adopter agrees to do so at the request of SPPHA NSW Inc.
- 6.4** In the event of a dire emergency, the Adopter has the authority to make the decision based on veterinary advice to euthanase the Horse.
 - 6.4.1** In the event of euthanasia, the Adopter must notify SPPHA NSW Inc immediately of the death of the Horse, and provide a written veterinary statement as to the cause of death within 7 days.

6.4.2 The inability or unwillingness of the Adopter to continue to keep the Horse, or unwillingness of the Adopter to pay for medical treatment is not grounds for euthanasia.



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- 6.5** To notify SPPHA NSW Inc within 14 days if the horse suffers major injury or illness, not resulting in death.
- 6.6** To notify SPPHA NSW Inc within 14 days of movement of the Horse from the original location recorded in the Agreement for a period greater than 30 days.
- 6.7** To notify SPPHA NSW Inc within 14 days of any change of address or contact information of the Adopter.
- 6.8** To take reasonable precautions to protect the Horse from any distress, harm or impoundment.
- 6.9** To never use the Horse in any racing competition.
- 6.10** To not use the Horse for commercial purposes, including but not limited to, riding schools or breeding.
- 6.11** To allow SPPHA NSW Inc to view and examine the Horse at any reasonable time with a minimum of 24 hours prior notice, or at any time without notice if the Horse's welfare, in the sole opinion of SPPHA NSW Inc, is at risk.
- 6.12** To not part with the possession of the Horse or transfer this Agreement to another person.
- 6.13** To notify SPPHA NSW Inc immediately if the Adopter is unable to continue with this Agreement and the Horse requires rehoming and will either:
- 6.13.1 Continue to care for the Horse until such time as SPPHA NSW Inc locates a new home; or
 - 6.13.2 Will return the Horse to SPPHA NSW Inc or SPPHA NSW Inc's nominee at a time and place nominated by SPPHA NSW Inc.
- 6.14** The occurrence of any of the following events shall constitute a default and breach of this Agreement by the Adopter:
- 6.14.1 The failure by the Adopter to maintain their membership with SPPHA NSW Inc for the duration of this Agreement by payment of membership fees by the Adopter to SPPHA NSW Inc as and when due.
 - 6.14.2 The failure of the Adopter to observe or perform any of the terms and conditions of this Agreement.



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6.14.2.1 SPPHA NSW Inc will investigate all reports of inappropriate/insufficient care of the Horse during the duration of this Agreement. If the concerns raised are found on investigation by SPPHA NSW Inc to be valid, but it is the view of SPPHA NSW Inc that the Adopter is acting or failing to act due to an honest omission or misunderstanding, SPPHA NSW Inc will provide appropriate advice to the Adopter.

6.14.2.2 The duration of this Agreement may be extended at the discretion of SPPHA NSW Inc and may require an additional veterinary inspection or inspection of the Horse by SPPHA NSW Inc committee members. Otherwise, action will be taken by SPPHA NSW Inc as set out in 6.15.

6.15 If the Adopter defaults or breaches this Agreement, SPPHA NSW Inc shall have the right at any time when a breach or default occurs, without notice or demand to:

6.15.1 Repossess the Horse, in which case the Agreement shall terminate and the Adopter shall immediately surrender the possession of the Horse to SPPHA NSW Inc. SPPHA NSW Inc will have right of entry to the place where the horse is kept in order to repossess the Horse.

6.15.2 Pursue any other remedy available to SPPHA NSW Inc under the laws and judicial decisions of the state in which the Horse is located.

6.15.3 To recover from the Adopter all damages incurred by SPPHA NSW Inc due to the Adopter's default or breach including, but not limited to, the cost of recovering possession of the Horse and reasonable legal fees and court costs.

6.16 SPPHA NSW Inc shall not be liable for any costs, debts or failure to pay for services incurred by the Adopter pertaining to the care, treatment, competing or other of the Horse.

6.17 All the rights and powers of SPPHA NSW Inc under this Agreement shall remain in full force regardless of any delay in the enforcement of the terms and conditions of this Agreement.

6.18 SPPHA NSW Inc will not waive or change any terms or conditions of this Agreement unless such terms and conditions are expressly waived or changed in writing by SPPHA NSW Inc.



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7. COMPLETION OF HORSE PLACEMENT/ADOPTION AGREEMENT AND TRANSFER OF OWNERSHIP OF THE HORSE

Completion of this Agreement and transfer to the Adopter of full ownership of the Horse will occur when **ALL** of the following requirements are met:

- 7.1** The Adopter meets the terms and conditions of this Agreement for a minimum twelve (12) months from the date of this Agreement;
- 7.2** The Adopter satisfactorily completes both the six (6) month and twelve (12) month veterinary inspections as advised by SPPHA NSW Inc;
- 7.3** The Adopter remains a financial member of SPPHA NSW Inc throughout the duration of this Agreement;
- 7.4** The Adopter meets any other requirements as set out by SPPHA NSW Inc;
- 7.5** SPPHA NSW Inc receives from the Adopter all veterinary reports, documentation and payments as specified by SPPHA NSW Inc;
- 7.6** Receipt by SPPHA NSW Inc of all completed transfer documentation for the Horse from the Adopter;
- 7.7** Payment by the Adopter to SPPHA NSW Inc of a Transfer Fee as set by SPPHA NSW Inc.
- 7.8** Transfer of ownership of the Horse to the Adopter is registered in the records of SPPHA NSW Inc.

8. WAIVER AND RISK WARNING

I, being the Adopter of the Horse, understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I am exposed to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter what my level of experience, and no matter what the situation. I agree and understand that SPPHA NSW Inc cannot control the Horse and that I release and hold harmless SPPHA NSW Inc and its officers from any injury arising out of or related to equine activities. I assume all risk of damage to property or injury to persons as a result of my use of the Horse and I waive all claims in respect thereof against SPPHA NSW Inc and its officers, even if damage or injury arises out of an act or omission of SPPHA NSW Inc and its officers.



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BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD: THE GUARANTEES; INDEMNITY; TERMS AND CONDITIONS; COMPLETION OF HORSE PLACEMENT/ADOPTION AGREEMENT AND TRANSFER OF OWNERSHIP; WAIVER AND RISK WARNING, AND AGREE TO ABIDE BY ALL REQUIREMENTS AS SET OUT IN THIS AGREEMENT.

IF I HAVE NOT UNDERSTOOD ANY ASPECT OF THIS AGREEMENT, I HAVE ADVISED SPPHA NSW Inc.

ADOPTER NAME: Jane Smith

ADOPTER SIGNATURE:

Jane Smith

SPPHA NSW Inc NAME:

SPPHA NSW Placement Officer

SPPHA NSW Inc SIGNATURE:

SPPHA NSW Placement Officer