



HORSE PLACEMENT ADOPTION AGREEMENT (including Veterinary Inspection Requirements)

This agreement will cover the adoption and rehoming of horses from our Backing Program under a payment plan

THE HORSE

THIS AGREEMENT is made between The Standardbred Pleasure & Performance Horse Association New South Wales Incorporated, hereinafter referred to as "SPPHANSWI", and _____, hereinafter referred to as "ADOPTER".

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

Name: _____

Age: _____

Height: _____

Colour: _____

FEEZE BRAND: _____

Sex: _____

Registration: _____



The Standardbred Pleasure and Performance Horse Association

of New South Wales Inc.

A.B.N. 11 407 812 669

1. PARTIES

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

_____ day of _____ (month) of _____ (year)

for a minimum of twelve (12) months or until the 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 (SPPHANSWI) and**

NAME: _____

SPPHANSW MEMBER NUMBER: _____ **OF:**

STREET ADDRESS: _____

CITY/TOWN: _____ **STATE:** _____ **PCODE:** _____

EMAIL: _____

CONTACT NUMBER: _____

(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: _____



The Standardbred Pleasure and Performance Horse Association

of New South Wales Inc.

A.B.N. 11 407 812 669

2. FEES

A. MANDATORY

The Adopter must have first paid all fees associated with Membership of the SPPHANSWI

B. ADOPTION COST

C.1 Deposit of \$250 including administration fee.

C.1.1 ADOPTER agrees to pay this amount along with the following:

C.1.2 ADOPTION FEE of ##### in FULL

OR

C.2 This adoption fee can be broken up into a \$250.00 initial payment prior to picking up the horse, then weekly repayments of a minimum of \$25.00 commencing each week thereafter until all fees are paid.

3. ADDRESS WHERE HORSE WILL BE KEPT AS AT THE DATE OF THIS AGREEMENT

(please refer to 6.6 & 6.7 for requirements to notify SPPHANSWI of change of address details for Horse and Adopter):

STREET: _____

TOWN: _____

STATE: _____ POSTCODE: _____

IS THIS ADDRESS: YOUR OWN PROPERTY – OWNED

YOUR OWN PROPERTY – LEASED

AGISTMENT/OTHER*



The Standardbred Pleasure and Performance Horse Association

of New South Wales Inc.

A.B.N. 11 407 812 669

*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:**

STREET: _____

TOWN: _____

STATE: _____ POSTCODE: _____

CONTACT PHONE NO. OF AGISTMENT/OTHER PROPERTY OWNER: _____

VETERINARY INSPECTION REQUIREMENTS

The Adopter promises and agrees with SPPHANSWI:

- 5.1 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.
- 5.2 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 SPPHANSWI of all veterinary reports, documentation and payments as specified by SPPHANSWI (please refer to Section 7).
 - 5.2.1 SPPHANSWI will investigate all reports of inappropriate/insufficient care of the Horse during the adoption period. If the concerns raised are found on investigation by SPPHANSWI to be valid:
 - 5.2.1.1 but it is the view of SPPHANSWI that the Adopter is acting or failing to act due to an honest omission or misunderstanding, SPPHANSWI will provide appropriate advice to the Adopter;
and



The Standardbred Pleasure and Performance Horse Association

of New South Wales Inc.

A.B.N. 11 407 812 669

- 5.2.1.2 the adoption period may be extended at the discretion of SPPHANSWI; and
- 5.2.1.3 may require an additional veterinary inspection (AT ADOPTER'S EXPENCE or inspection of the Horse by SPPHANSWI committee members, as specified by SPPHANSWI
- 5.3 Serious breaches of the terms and conditions of this agreement as determined by SPPHANSWI will result in the immediate repossession of the Horse and any other horse(s) currently with the adopter under a SPPHANSWI Horse Placement Adoption Agreement (AT THE ADOPTERS EXPENCE) by SPPHANSWI and termination of this Agreement, any other SPPHANSWI 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

_____ **Month** _____ **Year**

SECOND VETERINARY INSPECTION WILL BE DUE IN

_____ **Month** _____ **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: _____



4. GUARANTEES

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

- 6.1 Adopter is a competent person and is authorised and empowered to enter into this Agreement;
- 6.2 Adopter has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical, mental and behavioral condition;
- 6.3 Adopter acknowledges that they have relied upon their own judgment in deciding to adopt the Horse from SPPHANSWI;
- 6.4 Adopter acknowledges that SPPHANSWI:
 - 6.4.1 is wholly reliant on information provided by the Donator of the Horse about the history, temperament, training, handling and health of the Horse, and
 - 6.4.2 SPPHANSWI has acted in good faith to offer the horse for adoption/placement based on the information so provided;
- 6.5 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;
- 6.6 Adopter acknowledges that the Horse remains the property of SPPHANSWI until the terms and conditions of this Agreement have been fulfilled to the satisfaction of SPPHANSWI;
- 6.7 all documentation and payments as specified by SPPHANSWI 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 SPPHANSWI records has occurred.
- 6.8 Is aware that if they are unable to care for the horse and horse has no injuries & is in the same condition that Adopter took possession of horse that SPPHANSWI will try to rehome the horse, but the Adopter is responsible for;
 - 6.8.1 the cost & ongoing care of the horse until it is rehomed
 - 6.8.2 transporting or paying for transport of relocating horse to either an SPPHANSWI trainer or carer



5. **INDEMNITY**

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

- 7.1.1 Any injury to person or damage to property caused by the Horse or use or possession of the Horse by any person; or
- 7.1.2 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.

8 **TERMS AND CONDITIONS**

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

- 8.1.1 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 (regardless of the date of this agreement).
- 8.1.2 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.
- 8.1.3 To provide all professional equine services (including, but not limited to, veterinary, farrier 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 SPPHANSWI.
- 8.1.4 In the event of a dire emergency, the Adopter has the authority to make the decision based on veterinary advice to euthanise the Horse.
- 8.1.5 In the event of euthanasia, the Adopter must notify SPPHANSWI immediately of the death of the Horse, and provide a written veterinary statement as to the cause of death within 7 days.



The Standardbred Pleasure and Performance Horse Association of New South Wales Inc.

A.B.N. 11 407 812 669

- 8.1.6 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.
- 8.1.7 To notify SPPHANSWI within 7 days if the horse suffers major injury or illness, not resulting in death. Photos of injuries to be taken & may be requested by SPPHANSWI
- 8.1.8 To notify SPPHANSWI immediately of movement of the Horse from the original location recorded in the Agreement for a period greater than 14 days.
- 8.1.9 To notify SPPHANSWI within 14 days of any change of address or contact information of the Adopter.
- 8.1.10 To take reasonable precautions to protect the Horse from any distress, harm or impoundment.
 - 8.1.11 To never use the Horse in any racing competition (harness racing conducted by Harness Racing Australia and/or associated bodies)
- 8.1.12 To not use the Horse for commercial purposes, including but not limited to, riding schools or breeding.
- 8.1.13 To allow SPPHANSWI 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 SPPHANSWI, is at risk.
- 8.1.14 To not part with the possession of the Horse or transfer this Agreement to another person.
- 8.1.15 To notify SPPHANSWI immediately if the Adopter is unable to continue with this Agreement and the Horse requires rehoming you will be required to continue to care for the Horse until such time as SPPHANSWI locates a new home.
- 8.1.16 The occurrence of any of the following events shall constitute a default and breach of this Agreement by the Adopter:
 - 8.1.17 The failure by the Adopter to maintain their membership with SPPHANSWI for the duration of this Agreement by payment of membership fees by the Adopter to SPPHANSWI as and when due.
 - 8.1.18 The failure of the Adopter to observe or perform any of the terms and conditions of a SPPHANSWI Agreement for another Horse(s) currently with the Adopter under a SPPHANSWI Agreement



The Standardbred Pleasure and Performance Horse Association of New South Wales Inc.

A.B.N. 11 407 812 669

- 8.1.19 The failure of the Adopter to observe or perform any of the terms and conditions of this Agreement.
- 8.1.19.1 SPPHANSWI 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 SPPHANSWI to be valid:
- 8.1.19.1.1 but it is the view of SPPHANSWI that the Adopter is acting or failing to act due to an honest omission or misunderstanding, SPPHANSWI will provide appropriate advice to the Adopter; and
- 8.1.19.1.2 the adoption period may be extended at the discretion of SPPHANSWI; and
- 8.1.19.1.3 may require an additional veterinary inspection or inspection of the Horse by SPPHANSWI committee members, as specified by SPPHA NSW Inc. Otherwise, action will be taken by SPPHANSWI as set out in 6.15.
- 8.1.19.1.4 The above conditions will also be applied to any other Horse(s) currently under a SPPHANSWI Agreement, regardless of which horse the initial report is in regards to.
- 8.1.20 If the Adopter defaults or breaches this Agreement, SPPHANSWI shall have the right at any time when a breach or default occurs, without notice or demand to:
- 8.1.21 Repossess the Horse, in which case the Agreement shall terminate and the Adopter shall immediately surrender the possession of the Horse to SPPHANSWI. SPPHANSWI will have right of entry to the place where the horse is kept in order to repossess the Horse.
- 8.1.21.1 Repossession will also apply to any other Horse(s) currently with the Adopter under a SPPHANSWI Agreement.
- 8.1.22 Pursue any other remedy available to SPPHANSWI under the laws and judicial decisions of the state in which the Horse is located.
- 8.1.23 To recover from the Adopter all damages incurred by SPPHANSWI 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.
- 8.1.24 SPPHANSWI 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.



The Standardbred Pleasure and Performance Horse Association of New South Wales Inc.

A.B.N. 11 407 812 669

8.1.25 All the rights and powers of SPPHANSWI under this Agreement shall remain in full force regardless of any delay in the enforcement of the terms and conditions of this Agreement.

8.1.26 SPPHANSWI 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 SPPHANSWI.

9 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:

- 9.1 The Adopter meets the terms and conditions of this Agreement for a minimum twelve (12) months from the date of this Agreement;
- 9.2 The Adopter satisfactorily completes both the six (6) month and twelve (12) month veterinary inspections as advised by SPPHANSWI;
- 9.3 The Adopter remains a financial member of SPPHANSWI throughout the duration of this Agreement;
- 9.4 The Adopter meets any other requirements as set out by SPPHANSWI;
- 9.5 SPPHANSWI receives from the Adopter all veterinary reports, documentation and payments as specified by SPPHANSWI;
- 9.6 Receipt by SPPHANSWI of all completed transfer documentation for the Horse from the Adopter;
- 9.7 Payment by the Adopter to SPPHANSWI of all fees as set by SPPHANSWI.
- 9.8 Transfer of ownership of the Horse to the Adopter is registered in the records of SPPHANSWI.



The Standardbred Pleasure and Performance Horse Association

of New South Wales Inc.

A.B.N. 11 407 812 669

10 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 SPPHANSWI cannot control the Horse and that I release and hold harmless SPPHANSWI 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 SPPHANSWI and its officers, even if damage or injury arises out of an act or omission of SPPHANSWI and its officers.

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 SPPHANSWI.

ADOPTER NAME: _____

ADOPTER SIGNATURES: _____

SPPHANSWI NAME: _____

SPPHANSWI SIGNATURE: