

HORSE GIFT AND TRANSFER AGREEMENT

Disclaimer and Independent Advice

This template is provided as a general guide only and may not be appropriate for every circumstance. Each party is responsible for ensuring that this Agreement meets its needs. NZTR disclaims all liability and loss arising out of the use of this document.

Before signing this Agreement, each party should consider obtaining independent legal, financial, veterinary or other professional advice as appropriate.

By signing this Agreement, each party acknowledges that it has been given the opportunity to obtain independent advice and has either obtained that advice or elected not to do so.

Owner	Name: Address: Phone: Email:
Provider	Name: Address: Phone: Email:
Parties	The Owner and Provider.
Horse	Described in Schedule 1.
Trial Period	☐ No Trial Period applies. ☐ A Trial Period applies: Start date: End date:
Delivery Date	Date: Time: Place:

1. Purpose

- 1.1 The purpose of this Agreement is to record the terms on which the Owner gifts the horse described in Schedule 1 (Horse) to the Provider. The Horse may be subject to a Trial Period if specified in this Agreement.
- 1.2 The Horse is gifted without payment or other consideration, and no purchase price is payable by the Provider.
- 1.3 Where a Trial Period applies, its purpose is to allow the Provider to assess the Horse's suitability for retraining, rehoming or its intended purpose before accepting ownership. Ownership remains with the Owner until the Provider accepts the Horse in writing in accordance with this Agreement.

2. Trial Period

- 2.1 Where a Trial Period applies, the Provider may end the Trial Period early if it determines that the Horse is unsuitable and notifies the Owner in writing.
- 2.2 During the Trial Period, and before ownership has transferred, the Owner may require the early return of the Horse, provided the Owner reimburses the Provider for all reasonable costs incurred in caring for the Horse during the Trial Period, including return transport costs.
- 2.3 During the Trial Period, the Provider is responsible for the Horse's day-to-day care and ordinary associated costs, including feeding, grazing and routine management. The Provider must take reasonable steps to safeguard the Horse's health and welfare.
- 2.4 The Provider must promptly notify the Owner of any significant illness, injury, behavioural issue or other material concern arising during the Trial Period.
- 2.5 Except where immediate action is necessary to protect the Horse's welfare, significant veterinary treatment or a decision to euthanise the Horse must be discussed with and authorised by the Owner.
- 2.6 Where urgent veterinary treatment or euthanasia is necessary and the Owner cannot be contacted despite reasonable efforts, the Provider may act on veterinary advice in the Horse's best interests.
- 2.7 Responsibility for veterinary and other extraordinary costs incurred during the Trial Period will be as selected below:
 - ☐ Owner
 - ☐ Provider
 - ☐ As otherwise agreed: _____
- 2.8 The Provider is responsible for injury or loss to the Horse to the extent caused by its failure to take reasonable care. The Provider is not automatically responsible for illness, injury or

deterioration arising from an existing condition or the ordinary risks of caring for and handling horses.

Transfer of Ownership

- 2.9 Where no Trial Period applies, ownership transfers to the Provider on delivery of the Horse.
- 2.10 Where a Trial Period applies, the Provider must notify the Owner in writing before the Trial Period expires whether it accepts the Horse. If the Provider accepts the Horse, ownership transfers when the Provider provides written confirmation of acceptance to the Owner.
- 2.11 If the Provider does not accept the Horse in writing before the expiry of the Trial Period, or the Trial Period otherwise ends without acceptance, ownership of the Horse remains with the Owner and the Horse must be returned to the Owner as soon as reasonably practicable.

Unless otherwise agreed, the costs associated with returning the Horse will be paid by:

- ☐ Owner
- ☐ Provider
- ☐ Other arrangement: _____

- 2.12 The Parties must promptly provide any information and sign any documents reasonably required to record the Horse's retirement and transfer of ownership.
- 2.13 Nothing in this Agreement guarantees that the Horse is suitable for riding, competition, breeding, rehoming, or any other particular purpose.

3. Horse Information and Disclosure

- 3.1 Schedule 1 records the Horse's details and all information known to the Owner relating to the Horse's health, welfare, behaviour, management and suitability.

4. Owner's Warranties

- 4.1 The Owner warrants and represents that:
- The information regarding the Horse set out in Schedule 1 is, to the best of their knowledge, complete and accurate.
 - The Owner has disclosed all material information known to them about the Horse.
 - The Owner is either the legal owner of the Horse or they are authorised by the legal owner to enter into this Agreement and transfer ownership of the Horse.
 - The Horse is free from any ownership interest, security interest, lease, lien or other claim that would prevent the transfer of ownership to the Provider.

5. Undisclosed Existing Conditions

- 5.1 If, within [X] months after the Transfer Date, the Provider becomes aware of a material pre-existing health or behavioural condition that was known to the Owner or reasonably should have been known before the Transfer Date but was not disclosed in Schedule 1, the Provider

may require the Owner to take back ownership and possession of the Horse.

5.2 Where clause 5.1 applies, the Parties must act promptly and reasonably, with the Horse's welfare as the primary consideration.

5.3 Responsibility for reasonable return transport costs under this clause will be:

☐ Owner

☐ Provider

☐ Other arrangement: _____

5.4 Nothing in this clause prevents the Parties from agreeing another appropriate outcome.

6. After Ownership Transfers

6.1 Once ownership transfers, the Provider becomes the legal owner of the Horse and is responsible for its care, management and future pathway. The Provider may determine the Horse's future care, retraining, rehabilitation, retirement or another appropriate pathway, subject to applicable law and NZTR requirements. Any proceeds from a later sale or rehoming belong to the Provider unless otherwise agreed in writing.

6.2 The Provider may make decisions regarding veterinary treatment and, where appropriate on welfare grounds, euthanasia after ownership has transferred.

6.3 The Owner has no ongoing right to direct the Horse's care, management or future placement unless otherwise agreed in writing.

7. NZTR Status

7.1 NZTR is not a party to this Agreement and, despite providing funding or other support to the Provider, does not assume ownership, custody or responsibility for the Horse or any associated costs or liabilities.

8. Resolving issues

8.1 If an issue arises, the parties will communicate promptly and try to resolve it reasonably and in good faith, with the Horse's welfare as the primary consideration.

9. General

9.1 This Agreement records the parties' entire agreement about the trial and gift of the Horse.

9.2 Any amendment to this Agreement must be in writing and agreed by both parties.

10. Counterparts

10.1 This Agreement may be executed in counterparts (which may be electronic or facsimile copies) and all of which, when taken together, constitute the one document.

Signatures

Owner Signed: _____ Name: _____ Date: _____	Provider Signed: _____ Name: _____ Date: _____
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SCHEDULE 1 – HORSE INFORMATION

Schedule 1 records the Horse's details and all known information material to its health, welfare, safety, behaviour, management and suitability.

Reliance on Information

The Provider is entitled to rely on the information, representations and documents supplied by the Owner when deciding whether to accept the Horse and enter into this Agreement.

Horse Details (Horse)	
Sire/Dam	
Horse Name:	
Microchip Number:	
Brand/Markings:	
Date of Birth	
Colour/Sex	

1. Retirement and Traceability

- The Horse has been retired from racing.
- The required NZTR retirement / traceability notification has been or will be completed.

Date: _____

2. Disclosure

The Owner must disclose all known information material to the Horse's health, welfare, safety, behaviour, management and suitability.

Medical / Soundness

Does the Horse have any known current or previous:

- Lameness, injury or soundness issue
- Tendon, ligament, joint or hoof condition
- Surgery or significant medical condition
- Ongoing medication or treatment
- Rehabilitation requirement
- Other:
- None known

Details, including approximate dates where known:

Relevant veterinary reports / imaging attached:

- ☐ Attached
- ☐ Available on request
- ☐ None available
- ☐ Not applicable

Behaviour

Does the Horse have any known:

- Biting, kicking or striking
- Bucking, rearing or bolting
- Loading or travelling issues
- Farrier or veterinary handling issues
- Significant anxiety or aggression
- Windsucking, weaving or other stereotypical behaviour
- Other: _____
- None known

Details, including known triggers, frequency and management strategies:

Management and Suitability

Does the Horse have any known special requirements relating to:

- ☐ Feeding or weight management
- ☐ Paddock or stable management
- ☐ Turnout or companionship
- ☐ Shoeing or hoof care
- ☐ Medication
- ☐ Veterinary monitoring
- ☐ Exercise
- ☐ Transport
- ☐ Rehabilitation
- ☐ Other: _____

☐ None known

Details:

Additional Information

Is there anything else known to the Owner that a reasonable person accepting responsibility for the Horse should know?

☐ No

☐ Yes

Details:
