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**Racehorse Aftercare Committee Meeting**  
**Monday, December 18, 2023, 11:00 am**  
**Microsoft Teams Meeting**  
**Phone: (651) 395-7448, Conference ID 154179998#**  
**Link to Participate: [Click here to join the meeting](#)**  
**Meeting ID: 248 131 636 817 Passcode: tWognK**

### **AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. Approval of Minutes – October 5, 2023
5. Discussion
  - A. Aftercare Grant Report by Jeanne Schnell
6. Adjournment

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## MINNESOTA RACING COMMISSION

### Racehorse Aftercare Committee Meeting Thursday, October 5, 2023, 3:00 p.m. Microsoft Teams Meeting

#### MINUTES

##### Call to Order:

**Agenda Item 1** – Chair Goodman called the meeting to order at 3:02 p.m.

##### Roll Call:

**Agenda Item 2** – Present – Chair Lisa Goodman, Commissioner David Koob. A quorum was acknowledged.

Other participants – Kyle Gustafson (Executive Director Minnesota Racing Commission), E. Joseph Newton (General Counsel, Minnesota Racing Commission), Dr. Lynn Hovda (Chief Commission Veterinarian, Minnesota Racing Commission), Lynette Podritz (Contact/Procurement, Minnesota Racing Commission), Nicole Boentgen (Animal Health Specialist, Breeders Fund Coordinator and Safety Coordinator, Minnesota Racing Commission), Taylor Traufler (Vet office and Licensing, Minnesota Racing Commission), Mary Beth Schaefer (Licensing, Minnesota Racing Commission), Jeanne Schell (Aftercare Grant Application Contractor), Roy Johnson (Commission Special Advisor)

##### Adoption of Agenda:

**Agenda Item 3** – Chair Goodman asked for a motion to adopt the agenda; Motion carried.

##### Approval of Minutes:

**Agenda Item 4** – Chair Goodman asked for a motion to approve the minutes; Motion carried.

##### **Agenda Item 5 – Discussion**

Racehorse Aftercare Grants – Review and Determination of Recipients and Amounts

Mr. Newton took the opportunity to remind the committee members that the data itself is not public, it is subject to discussion, a statutory subject to discussion, but it will be not public data unless and until the Commission makes the final determination.

Chair Goodman asked Dr. Hovda for the veterinarians review and scoring of the applications. (Dr. Hovda, Dr. Christy Klatt, Dr. Jennifer McDonald, and Dr. Rebecca Rettkowski). Individually reviewed the grant proposals and then put comments together on one single form. Scored them together based on the comments in their form.

Abiding Sunday – New applicant. Is a sanctuary for broodmares. They have 15 horses, 3 of them are Minnesota horses. The grant was very well written, and they are asking only for things that broodmares generally don't receive, which is basically good dental care, good care of the feet and food. They take all breeds, have a great quarantine facility available. They only have 3 stalls which gave pause but have shelters in all the pastures. They could have a maximum of 48 horses but stated that they believe fewer is better and more comfortable for them to be taken care of.

Bowman Second Chance Thoroughbred Adoption – Very well written grant. None of us know the person writing the grant, he is a new person to us. They take in all three breeds, not an exclusive rescue. We like that they have room for more horses, so they are not overloading the acreage. They have a stall for every horse. Excellent policy both of retraining and moving the horses along. They sent 20 horses to new homes last year. Have a quarantine facility available. Well written return policy and euthanasia policy is really good. It shows an understanding of real-world experience, best of the five.

Chair Goodman asked how many horses they took off the track last year. Dr. Hovda had asked Mike Cronin and he said it was 14 in 2023. Chair Goodman then asked how many horses they have overall? Dr. Hovda replied that they rehomed 20 this year, 87 in the last three years and they have 14 right now. Their specialty is retraining and moving the horse along.

Koch Thoroughbreds Transformations – Was difficult grant to follow. Particularly there are statements that are puzzling to understand. They state that they lease 10 acres, but then they have another 20 acres of their neighbors that they can use, yet they provide no lease and no written agreement. They also state that they would like to buy an additional 40 acres, but there's not a purchase agreement for that. So, how many acres they have and if they have only 10 acres that's too many horses on the property. They did not specify what their conditional use permit is for Hennepin County, nor did we ask for it. So, I can't comment anymore on that. We had concerns about the return policy. They adopted out six this past year, but they took back three. Are they managing things a little bit too closely to the people that are adopting them or have unrealistic expectations? We had a question about the stalls. They built some beautiful stalls in a barn this year. We could not tell if there were eleven stalls that they put in that barn, primarily because she said that they rotated them out. I guess we were assuming that they have 11, but we really could not tell. There is no isolation facility as well. There are no shelters in the paddock for when the horses go outside. Conceivably they keep them inside in the inclement weather. They say that they specialize in retraining, and that's a big point for them that the horses are trained every day. We're wondering where the training is occurring, if there is an arena, or if they're just using a round pen, or if they're trailering somewhere else. They do have a water source. Did not specify if it's heated in the winter. All four of us had a problem with the euthanasia policy. We would like a more realistic euthanasia policy. We did really like their disaster emergency plan and hats off to them for that. They are the only one that had a sound emergency disaster plan, including colored leg bands on each and every horse. Chair Goodman asked how many horses do they have and how many did they take off the track 2023? Dr. Hovda said their application said they had taken 13 horses in the last 12 months, they took two from Canterbury Park. Commissioner Koob asked about having too many horses for the 10 acres. Dr. Hovda answered in Hennepin County it is one horse for the first two acres and then a horse for every acre after that. Commissioner Koob then asked about the stall situation. Dr. Hovda responded that it was too difficult to tell from their application. We were assuming that there are 11, we don't really know for sure, but we know that there are no outbuildings, no loafing sheds that were available. If there are, they were not included in their application.

Remember Me Rescue – Currently have two Minnesota horses that have been there for a while. This rescue is in southern Texas. The requested money is the smallest and only asking for money for feed, hay, and sweet feed. Their return policy is sound. They have a quarantine facility available. They specialize in retraining; these are horse people; it is run by an ex-trainer and an outrider. The only thing that worried us a bit is that this is in Texas, have no idea about their zoning they say they have a potential for 55 horses on 50 acres. That does not mean they have 55 but seems kind of a lot for us. Chair Goodman asked if this is the group the MRC gave a small amount of money to last year? Dr. Hovda confirmed we did. They do a very good job. They retrain their horses and move them along. They have been a good friend to us when we have horses in the feed lot in southern Texas. Commissioner Koob asked if the fact that they are in Texas not Minnesota factor into your evaluation? Yes when we're evaluating geographic location we took one point off for that. It's the same for abiding Sunday, located in Wisconsin. We have historically given small amounts of money to rescues located out of state.

This Old Horse – They have taken 29 horses from Canterbury Park. In the last 12 months they have taken in 31 thoroughbreds, 9 standardbreds and adopted out 32. They're adoption policy is good. They take all breeds; they work very hard for their funding. This is a small part of their funding. They have a wonderful program with River Falls. They have a quarantine facility, they have a good euthanasia policy, they have stalls and shelters, they own and lease. Those are the good things; we had some problems with their grant. The grant is really well written. It's so big that it was difficult to follow the numbers. As the horses

were moved around from facility to facility, would like to know when they came to this old horse, not when they came to ex facility and moved to Y facility and Z facility. 2 of the horses that are now at Abiding Sunday are also listed on this old horse and we're assuming that it was a collaboration to move those into sanctuary rather than keep them in this old horse facility. There is some confusion on our part about what makes up the veterinarian bill and would like to see that a little bit clarified.

Chair Goodman then talked about need to improve moving forward. She did want to note that she did have the opportunity to talk to Chair McArdle and had asked for her opinion as the Chair and as a veterinarian, and she provided a written statement that she read out loud for everyone.

"Commissioner and Chair Doctor McArdle has reviewed the applications, including the Koch Thoroughbred Transformations application, and is making the recommendation to the committee that it be removed from consideration for the following reasons. An unsubstantiated claim about the majority of injured horses taken in, and several accusatory remarks made in the application about the MRC and others in the industry. None of this is in the best interests of the industry in the state of Minnesota."

Chair Goodman commented that she was a bit taken aback by the Koch application and the allegations made in it. She was really disheartened to be criticized in an application where we were trying to get people who do good work with horses just like these good folks at Kock to work with us and instead what we got was something very different. I'll also note I'm on their Facebook page because I think they do amazing work and just recently saw a horse where I could count the ribs. That's somewhat alarming to me. I think there are a number of questions and so I concur with Commissioner McArdle that at this time should withdraw them from consideration. Chair Goodman then asked for Commissioner Koob's opinion. Commissioner Koob replied this is the first-time hearing of Commissioner McArdle's comments, but my gut reaction is that I agree. When reading the application, there are a number of troubling things. I think the thing that really took me the most was the comments where it talks about favoritism and inappropriate connections and relationships that exist in the racing industry and with Commissioners of the Minnesota Racing Commission. I've only been on the Commission for a year and a half, but that certainly isn't me, so I'm a little offended at that characterization, and I think I've gotten to know my fellow Commissioners well enough to know that I have serious doubts as to whether these allegations of these inappropriate connections and relationships and this favoritism is accurate. The characterization bothers me a lot and that somebody would put that in writing in an application from someone whom they're trying to get funding is a bit alarming, to say the least. I was super uncomfortable with a lot of the application that I read and then now hearing what I've heard from Doctor Hovda about her concerns and now hearing from you and Commissioner McArdle I agree with you.

Chair Goodman made a motion to remove Koch Thoroughbreds from the application process for this year; Motion carried.

Chair Goodman asked Dr. Hovda on what she thinks is appropriate in terms of the amounts based on what they have requested and her general recommendation for Remember Me Rescue (\$5,000) and Abiding Sunday (\$10,000)? Dr Hovda would like to see them both funded. The grant application for Abiding Sunday was very specific about where that money was going. They need X dollars for 15 dentals and X dollars to have the feet done. Dr. Rettkowsk who was in private practice for a year or two before she came to us, said those are the things that never get done for broodmares. I would like to see that one funded. Remember Me rescue the same they have been good friends to us.

Chair Goodman would like to set aside a small amount of money for emergencies and asked for Dr. Hovda's advice on how much money of the \$200,000 we should set aside in a fund for our veterinarians to make the decision working within the parameters set up by the Commission. Dr. Hovda asked for \$10,000.

Chair Goodman made the motion to allocate \$5,000 to Remember Me Rescue, \$10,000 to Abiding Sunday and \$10,000 to the four veterinarians under the direction of Dr. Hovda for needed medical care and emergency feed as determined by the staff veterinarians; Motion passed.

Chair Goodman made the motion to allocate \$56,000 to Bowman Second Chance Thoroughbred Adoption, \$116,000 to This Old Horse and the remainder \$2999.25 added to the veterinarians fund we have already allocated \$10,000 too; Motion passed.

Chair Goodman asked Mr. Gustafson to speak to the timing of when/what happens next after this goes to the full commission meeting on October 19, 2023, for approval. Once approved communications from the commission staff will go out to each of the organizations. We can start doing the groundwork, set up vendors in the state Swift payment system, documents to be filled out, sent to the Department of Administration to be processed.

**Agenda Item 6 – Adjournment:** Chair Goodman adjourned the meeting at 3:49 p.m.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY A QUORUM OF THE MINNESOTA RACING COMMISSION  
AFTERCARE COMMITTEE.



# RECOMMENDATIONS FOR IMPROVING THE AFTERCARE GRANT PROCESS

By Jeanne Schnell

## Abstract

This report was authorized by Mr. Kyle Gustafson, Executive Director of the Minnesota Racing Commission to examine the challenges to aftercare efforts of racehorses competing at racetracks in Minnesota. This was done to streamline and improve the grant application to better serve those individuals and organizations dedicated to transitioning racehorses to second and third careers in the state of Minnesota at the conclusion of their racing careers.



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### **Consultant Biography**

Jeanne Schnell has over 30 years' experience working with horses and 20 years' experience running her own facility where she actively worked to rehabilitate and retire racehorses. She has worked for several racing jurisdictions including The New York Racing Association and 1/ST Racing and Gaming. Ms. Schnell was the former aftercare liaison at Santa Anita Park prior to moving to Shakopee. She holds a Master's Degree in Animal Science from Cornell University with a concentration in Pharmacology.

## **Section 1: Introduction**

The Minnesota Racing Commission's Aftercare Committee mission is to serve grant outcomes including but not limited to: making the aftercare process more economically viable for non-profits, facilitating essential services and veterinary care for aftercare organizations, encouraging increased participation in racehorse aftercare, raising awareness of racehorse aftercare in all communities, and to providing access for diverse populations to experience retired racehorses.

A main function of this Committee is to allocate roughly \$200,000 in funds to aftercare organizations that work to rehabilitate, retrain, and rehome thoroughbred, standardbred and quarter horse racehorses that have trained and/or raced at Canterbury Park in Shakopee Minnesota or Running Aces in Columbus, Minnesota as well as horses from the Minnesota Breeders Fund Program. Working with Commission Staff, the Aftercare Committee is comprised of a minimum of three Commissioners to carry out this mission through an in-depth aftercare grant review process. Jeanne Schnell, an aftercare consultant with 10 years of experience in the racing and aftercare sectors has been hired to speak with industry stakeholders and make recommendations to the aftercare grant application and process to ensure funds are dispersed expeditiously and to those organizations serving in the best interests of racehorses in Minnesota.

Ms. Schnell has interviewed the following individuals and or representatives involved in racing in Minnesota:

- Michael Cronin – Executive Director, Minnesota HBPA
- Cathy Dessert – Vice President, Minnesota Harness Racing Incorporated.
- Taro Ito – CEO, Running Aces
- Andrea and Brandon Gustafson, Executive Director and President, Bowman's Second Chance Thoroughbred Adoption
- Dr. Lynn Hovda – Chief Commission Veterinarian, Minnesota Racing Commission
- Paul Luedemann – Vice President, Minnesota Quarter Horse Racing Association
- Kay King – Executive Director, Minnesota Thoroughbred Association
- Chris Merz, Sr. Director Racing Operations and Randy, Dehmer, CFO, Canterbury Park
- Joseph Scurto – Executive Director, Minnesota Racehorse Engagement Project
- Nancy Turner – Executive Director, This Old Horse

- Kristina Walker – Executive Director, Koch Thoroughbred Transformations

Ms. Schnell has interviewed the following representatives involved in racing in other regional jurisdictions to gain a sense of how grants are allocated to state-breds vs. horses bred in other states who have raced in the state providing funding:

- Jessica Hammond – Executive Director, Beyond the Wire (Maryland)
- Jennifer Hoyt – Board Member, Arkansas Thoroughbred Placement Program
- Lucinda Lovitt – Executive Director, California Retirement Management Account

These stakeholders were interviewed to see how their program handles the grant application process and how money is allocated to state-breds vs. open horses as well as a focus on retraining versus rehabilitation and sanctuary.

Ms. Schnell found that in each region, preference went to state-breds and those horses that could be retrained and rehomed within an average of 90 days. Maryland's program was the exception to the focus in that horses that could be retrained were not given preference over long-term rehabilitation or sanctuary cases. Further, applicants were given 90-120 days to fill out the grant applications with decisions coming 60 days after the grant application period closed. Disbursements were sent to approved applicants 30 days after the decision notification period had ended.

## Section 2: Areas of Concern

In speaking with industry stakeholders in Minnesota, Ms. Schnell was provided with a wide variety of concerns from “there needs to more aftercare organizations for racehorses” and “is the money being disbursed being spent as efficiently as it should be?” to more specific questions regarding the actual grant application.

She has narrowed down the areas of concern to two broad categories. The first category is what the Commissioners and the individuals on the scoring committee should focus on to improve the overall grant process. The second category is one that warrants a larger discussion for future aftercare committee meetings as it has an effect on the pool of resources and racehorses in need of aftercare.

The categories are as follows:

- Concern with the grant application process and timeline
- Concern with aftercare infrastructure that can increase the risk of depleting grant resources and minimize the effect grant funding can have on the aftercare mission

### Category 1: Concern with the grant application process and timeline

- Transparency and accountability regarding use of funds
- Lack of information/data on the grant application
- Timeline of grant application and disbursement of funds

## **Transparency and Accountability**

In speaking with stakeholders, Ms. Schnell interviewed three organizations (Canterbury Park, Koch Thoroughbreds, Running Aces) that expressed concern with regard to transparency and accountability. The number one concern was whether the money earmarked for expenses related to aftercare was actually going to the causes that organizations listed. Particularly noted was veterinary care and upkeep of the property. Stakeholders were concerned with how these expenses were verified other than looking over invoices. They wanted to know if any audits of invoices or inspections were done to see if racehorses in need of care had actually been treated or that a capital improvement project such as fencing had been completed.

Veterinary care/farrier work is a must when caring for any equine, but particularly for the transitioning racehorse. Proper veterinary records often do not accompany racehorses transitioning to aftercare facilities and the onus of veterinary care is left to the aftercare facility. An initial soundness and health exam varies from \$300 - \$700 according to these facilities<sup>1</sup>.

The grant application does not ask whether the aftercare facility and its board have a protocol for racehorses in need of advanced rehabilitation<sup>2</sup>. The concern from aforementioned stakeholders is that much of the grant could go to one horse if that one horse was diagnosed with a severe injury that could be rehabilitated and rehomed but leave the aftercare organization short of their mission to assist as many horses as possible. Having this information allows commissioners to decide how much of the Minnesota Racing Commission's resources will go towards funding advanced rehabilitation cases or to aftercare organizations that focus on rehabilitation. It was expressed by former Commissioner Johnson that funds should go towards horses that could move quickly through the aftercare ecosystem. Horses that need advanced rehabilitation require considerable resources which may impact the aftercare facility's ability to care for additional horses in the future. These resources include money, time, stall space, bedding, feed, veterinary and farrier services, and increased man hours. However, Ms. Schnell implores the commissioners to use wisdom and caution when making this determination. If no assistance is going to go to the horses that require rehabilitation or sanctuary, then many of these horses will undoubtedly end up in an auction or kill-pen situation.

It should be noted that aftercare organizations should have a sustainable business model in order to take care of equines in their care and maintain the property in which these equines are housed. This includes safe enclosures, stalls and/or run-in sheds, and training areas. Of particular concern was the amount of land used for horses and concern that organizations were

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<sup>1</sup> According to the three facilities interviewed (This Old Horse, Bowman's and Koch Thoroughbreds), exams ranged in price due to diagnostics done such as x-rays, bloodwork and vaccinations.

<sup>2</sup> Typically deemed as greater than six months of care.

taking in more horses than they had land and resources for and the outward appearance of the facility i.e., broken fencing and poor drainage.

### **Lack of information/data on grant application**

All three aftercare organizations appreciated having an abridged grant application, but all three organizations expressed the desire to provide a more complete picture of their aftercare organization regarding either training program, marketing and outreach or costs they are incurring.

It has been voiced on three of the last MRC Aftercare Committee meetings and by four stakeholders that there is a lack of data collected on the grant application as well as an accurate depiction of aftercare in Minnesota: how many racehorses are being rehabilitated and retrained?, how many are sanctuary?, how many are sound and go right into training? An inventory sheet is proposed for the basis of raw data upon which inferences can be made. Further, it is proposed that another section be added to show what disciplines and purposes horses are being retrained for to give the MRC and its commissioners a better idea of the value of racehorses after they have transitioned off the racetrack.

In this same vein, standardbred stakeholders and a single racing quarter horse entity expressed concerns that the application is skewed towards thoroughbreds and that there should be breed specific questions listed under the section 'Equine Information.' While both the standardbred and racing quarter horse entities agreed that thoroughbreds should receive the bulk of funding as they have more starts in the state, with more information and data, there may be incentives for aftercare organizations to take in these breeds in addition to thoroughbreds.

Additionally, something that would allow for greater understanding of each aftercare facility and their program is additional information each organization intake process (this goes towards a better understanding of how racehorses are evaluated and the costs associated before training or sanctuary placement begins), disaster plan, succession plan (required for the safeguarding of all racehorses on property should something catastrophic befall the Executive Director/property) and property make-up such as total usable acreage for horses versus total acreage or conditional use permit.

To a lesser extent, all three aftercare organizations had different marketing and event plan approaches. None of the aftercare organizations had a current roster of horses available for adoption on their website or social media channels. Social media postings varied by platform with two organizations sporadically posting every 30 – 60 days. This is troubling for several reasons. The first is that potential adopters do not know whether or not a horse is available or whether there is another horse that would be more suitable unless they visit the organization. Second, this does not give a former owner/trainer the ability to see updates/progress on the horse which goes towards the goodwill of an organization and the imperative to keep owners and trainers involved and dedicated to the aftercare process. Third, a large part of aftercare is education and community outreach. Lack of marketing fails aftercare because it is a means to

educate the public on responsible racing and the social license to operate and bridges the gap between the equestrian community and the previously mentioned public audience.

### **Timeline of grant application and disbursement of funds**

All stakeholders interviewed except one was in favor of changing the timeline and disbursement to a model that gave applicants more time to complete a more detailed application. Similarly, they would be in favor of the Minnesota Racing Commission taking additional time to thoroughly review each application, ask follow-up questions, conduct interviews and inspections (where applicable) to disburse funds.

This timeline would allow aftercare organizations to have funds to take in racehorses in need at the beginning of the race meets rather than the conclusion of a meet. Doing so would give the aftercare organization a better idea of the resources they have on hand to accept horses into their program. Only one organization accepts horses into their program regardless of funds with the approach, “we will make it work somehow.”

One aftercare organization and one racetrack entity expressed being in favor of modifying the grant application process for those organizations that have already received MRC funding for at least three years. The same aftercare organization felt that they should not have to go through the complete grant process if they were already accredited by the Thoroughbred Aftercare Alliance.

It is recommended that organizations that have been receiving MRC funding for a minimum of three consecutive years do not have to complete the grant application in its entirety but rather provide:

- Proof of 501C3 good standing
- Current tax returns
- Inventory Sheet (quarterly)
- Detailed statement of need with proof of projected expenses
- Marketing and Events Plan
- Statement of use of funds

### **Category 2: Concern with the aftercare infrastructure**

- Lack of adequate veterinary records and transfer of ownership
- Increase in number rehabilitation cases

### **Lack of Adequate Veterinary Records and transfer of ownership**

In speaking with all three Minnesota-based aftercare organizations, it was reported to Ms. Schnell that there was a lack of adequate veterinary records accompanying a racehorse upon intake. Often, they did not receive anything with the racehorse. This places a burden on the

aftercare facility to establish a baseline of soundness and health for the horses they take in. In speaking with Chief Commission Veterinarian Dr. Hovda, private veterinarians may share radiographs and ultrasound images (if applicable) with the veterinary office after the racehorse has left track grounds after a signed release form has been received and permission to share this information has been granted. The veterinary office may also share notes and records with the aftercare organization if/when they request them but have no way of knowing that a horse has left the track and gone to an aftercare facility unless someone from the aftercare facility reaches out.

When veterinary records follow the horse, it establishes a baseline of soundness and wellness for the horse. At minimum, the Coggins and vaccination record should be sent with the horse. Ideally all records and notes should be sent, no later than seven business days after the horse has left the grounds to provide the aftercare organization with a complete record so that they can assess the horse properly and begin a plan for that horse's successful transition from the racetrack to its next career. Not having these records puts a burden on the aftercare facility to establish the aforementioned health and soundness baseline. An overall wellness exam for a racehorse (without radiographs or other soundness diagnostics) can cost upwards of \$375.00. The aftercare facility then is \$375.00 in the red and stands to go deeper into debt if the horse requires advanced or longer rehabilitation or retraining. Having veterinary records helps the organization understand the resource commitment to the horse if it requires rehabilitation and also allows the organization to understand where the horse is at with regard to fitness level in terms of the retraining process.

Two of the aftercare organizations (Bowman's Second Chance Thoroughbred Adoption and Koch Thoroughbreds) expressed concern with transfer of ownership, receiving papers for horses and one organization was not aware of the "Retired from Racing Form" put forth by the Jockey Club for thoroughbred racehorses (Online submission process here<sup>3</sup>: <https://www.registry.jockeyclub.com/Registry.cfm?page=retiredParms>). Trainers and owners may not provide the papers to the aftercare organization and thus it remains a gray area that the horse can be officially retired from racing. This may pose problems if the horse's name is accidentally entered into InCompass by a racing official recording a timed work where an owner/trainer would receive a notification that the horse worked and then have to contact the aftercare organization to ensure the horse has not been entered at a racetrack. It further complicates the mission of the Horse Racing Integrity and Safety Authority who has sought to ensure that horses who have been retired from racing no longer have records that can be edited in InCompass.

All three aftercare facilities have shared their 'horse donation' forms.<sup>4</sup>

### **Increase in number of rehabilitation cases**

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<sup>3</sup> The Jockey Club Retired from Racing Form became digitized in August 2023.

<sup>4</sup> Koch Thoroughbreds offers a "Bill of Sale" that transfers ownership of the horse to the organization from the owner. The other two organizations have a "donation" form.

Ms. Schnell asked each aftercare organization about the type of horse they took in. The question was meant to understand the intake process and evaluate the type of horses being accepted :

- “Sound<sup>5</sup>” and ready for retraining
- In need of short-term rehabilitation (Less than six months)
- In need of long-term rehabilitation (More than six months and up to 18 months)
- Foster Horses – if the organization has foster homes, what monies do they contribute to help fosters with horses still under the aftercare organization’s purview.
- Sanctuary

Each aftercare organization stated that there is a lack of veterinary records that accompany the horse. Due to this, each organization will have a veterinarian assess the horse upon intake. Bowman’s Second Chance Thoroughbred Adoption shared their intake process which is a detailed process involving several evaluation events with veterinary, farrier and training assessments. The other aftercare organizations did not elaborate beyond a veterinary assessment.

During the intake process for this year, each aftercare organization has stated an increase in the number of rehabilitation cases of racehorses<sup>6</sup>. Injuries have ranged from bowed tendons and tendon tears to fractured sesamoids. The severity of these injuries requires significant resources to ensure that the horse in question can return to serviceability<sup>7</sup>.

This Old Horse has taken several racehorses from Kelsey Berndt<sup>8</sup> and one upon recommendation of Dr. Hovda who will require significant rehabilitation for their injuries. Bowman’s Second Chance Thoroughbred Adoption has taken fourteen horses this year, with two requiring three months or more of rehabilitation. The organization did not say which trainer(s) these horses have come from.

Koch Thoroughbreds has taken in one horse requiring rehabilitation this year due to limited funding but has had inquiries to take in horses with injuries and has had to turn them down.

In speaking with Dr. Hovda, Ms. Schnell was told that aftercare facilities could reach out to the MRC Veterinary Office for background information on racehorse going to aftercare facilities. Nancy Turner (This Old Horse) has used the MRC Veterinary Office to get radiographs and other information on racehorses she has taken in. This is a positive avenue but requires follow-up from both the aftercare organization and MRC personnel.

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<sup>5</sup> A horse that has no obvious signs of lameness.

<sup>6</sup> Two organizations only take thoroughbreds (Koch Thoroughbreds and Bowman’s Second Chance Thoroughbred Adoption), a third (This Old Horse) takes all breeds. It was reported to Ms. Schnell that the increase in rehabilitation cases were thoroughbred horses.

<sup>7</sup> Serviceability is defined as the intention of a horse that is considered sound and able to perform exercises as intended by its owner.

<sup>8</sup> Ms. Berndt is the daughter of trainer Joel Berndt. She offers to list and sell thoroughbreds and quarter horses stabled at Canterbury Park via social media.



It is Ms. Schnell's understanding from speaking with Dr. Hovda, that there is a Minnesota veterinary board rule that prohibits licensed veterinarians from disclosing veterinary records to unauthorized parties. Ms. Schnell believes this to be due to records only being released to the owner or authorized agent<sup>9</sup>. It would be beneficial for all parties involved, that veterinary records/notes or an evaluation go to the aftercare facility within seven business days of intake. Ideally, veterinary records would be made available to the aftercare facility *before* they take the racehorse so that the facility had a better understanding of the needs of the racehorse to determine whether they have the resources to properly care for the horse in question. This requires trainers/owners to request records in advance and/or have the private veterinarian fill out a release of records request and give it to the veterinary office or directly to the aftercare facility. Ms. Schnell suggests that the HBPA provide the form and assistance is helping the trainer to complete the proposed release of records form. The HBPA could then alert the commission veterinary office that the horse in question is being retired.

Doing so will better provide the aftercare facility with information needed to assess the needs of racehorses transitioning off the track by establishing a baseline of soundness and health that accomplishes two things:

- Allows the aftercare facility to determine what resources the racehorse needs to successfully transition to a new career.
- Minimizes resources spent to determine this and use those resources to help additional horses.

After completion of this report, it was reviewed by Commission veterinarians Dr. Hovda and Dr. Klatt (sent by Jeanne Schnell October 12<sup>th</sup>, 2023 with comments and suggested revisions sent by Dr. Hovda and Dr. Klatt on October 26<sup>th</sup> and October 27<sup>th</sup>, respectively). They recommended that a 'release of veterinary records' form be created whereby the trainer/owner can give permission to the private veterinarian to release veterinary records for the horse going to an aftercare facility. Also recommended is the creation of a 'release of horse form.' Dr. Klatt suggested that for thoroughbred horses, a clause stating that the horse be retired through the HISA portal be added. Ms. Schnell agrees with these recommendations with no reservations.

### Section 3: Questions for the Commissioners on the Aftercare Committee to Discuss

Based on the areas of concerns brought up by industry stakeholders and aftercare organizations in the state, Ms. Schnell has proposed questions that can help the Commissioners of Aftercare Committee serve the aftercare mission of the Minnesota Racing Commission.

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<sup>9</sup> Per [Minnesota Rules 9100.0800, subp 4, paragraph D](#) "Medical records, or an accurate summary of them, must be released to the animal owner or the owner's authorized agent, including the board, within two weeks of a written request.

Members are reminded that the mission is: “The MRC is dedicated to preserving and protecting the quality of life of racehorses once their racing careers have ended and assisting with finding a safe and productive post-racing career.”

**Question 1:** Given the financial resources at your disposal, is the mission best served by:

- Providing funding to horses that are sound and fit for retraining so that they can be moved through the aftercare ecosystem quickly?
- Providing funding to horses that can be rehabilitated from a minor injury and re-trained?
- Providing funding to both easily retrainable horses and those requiring rehabilitation and/or sanctuary?
- If the last question is the consensus, what ratio best serves the mission of the Minnesota Racing Commission? Is it 50/50? 70/30?

**Question 2:** If funding will be diverted from rehabilitation and sanctuary, what other avenues of financial assistance can there be for these horses? What safety net will the Minnesota Racing Commission provide them if aftercare facilities will be granted less money to care and provide a home for them?

**Question 3:** What do you consider quality of life for a racehorse? How do you measure that? Is that fulfilled by a racehorse having basic care and nothing else? Is it measured by basic care and usefulness?

**Question 4:** With regard to infrastructure (stabling and paddock access), commissioners should ask to see evidence of this via report from an aftercare committee scoring person. It is recommended that they visit an aftercare organization or tour the stable area at Canterbury Park or Running Aces with a commission veterinarian then ask, is this facility set up for the best success of the racehorse in transition?

- Do they have proper stabling and paddocks for all equines in their care?
- Is the farm maintained and free of any obstacles that could harm horses in their care?
- What resources (in-house trainer, round pen, riding arena, trails, indoor arena) do they have for retraining? Do they do training on-site or send the horses off-site?
- What considerations are given to horses considered non-ridden and sanctuary? How are they kept? Are they trained for anything? How are these horses given enrichment?

## Section 4: Recommendations: Areas of Improvement and Proposed Changes to the Grant Application Process

### **Objective 1: Lack of information on the grant application**

Ms. Schnell recommends the following:

- Inclusion of the definition of racehorse aftercare. The Thoroughbred Aftercare Alliance defines aftercare as “the care, retraining, and rehoming of a racehorse once the horse leaves the racetrack.” It is further recommended that a clause be added to contain a

provision for adoption and rehoming which explicitly states that there be a safety net for the adopted horse in being able to return the horse to said organization or that the organization offer outside resources to rehome the horse in question<sup>10</sup>.

- Requiring a plan of succession. Aftercare organizations must be sustainable in terms of financial security, business operations and due diligence in ensuring their goals and solvency align with their mission. Part of this is thinking ahead to the future for the safety and welfare of the racehorses in their care. A succession plan allows the Minnesota Racing Commission to be assured that foresight and planning has been done should anything happen to the leaders of the organization. This protects the both the aftercare organization, and the commission should a hardship arise where animals may have to be sent to other facilities to continue their care.
- Asking for the total usable acreage suitable for horses versus total acreage. According to the University of Minnesota<sup>11</sup>, the minimum acreage needed for viable pasture management is one horse per two acres of land however, this varies by county in the state with an average agreeing on one per two acres and other counties requiring a minimum of 1.5 acres per horse or 2.5 acres per horse in some instances. Swamp or wetlands should not be factored into the total usable acreage. Having this information serves two purposes. The first is that the aftercare facility has not taken in more horses than their county permits setting up the potential for violations and second, that the land used can sustain the number of animals on it. As selective grazers, all horses require pasture that they can comfortably roam on to satisfy this need.
- Marketing and Events Plan. Education and outreach are an important piece in promoting racehorses that are transitioning off the racetrack. Aftercare facilities can raise awareness, funding/growth of donor base, and are vital to the message that racehorses are cared for both on and off the racetrack. This is done in a variety of ways: website, social media, fundraising events, brochures, flyers, community outreach, on-track events and much more. It is recommended that aftercare organizations provide the following on the Minnesota Racing Commission Aftercare grant application:
  - Website
  - Social Media Channels
  - Calendar of events
  - Other marketing efforts
  - Educational programs
- Statement of Use of Funds. In order to assure stakeholders including the Minnesota Racing Commission that funding allocated to aftercare organizations has indeed gone to the items and services that they were intended for, aftercare facilities should provide a statement of use report that provides the details and supporting documentation to demonstrate where funding has been spent. This report should be sent to the Commission and industry stakeholders.

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<sup>10</sup> TAA Code of Standards: Section 5: Adoption Protocols and policies;  
<https://www.thoroughbredaftercare.org/code-of-standards/>

<sup>11</sup> <https://extension.umn.edu/horse-pastures-and-facilities/managing-established-horse-pastures>

Additional Scoring for this criteria would make up 100 points or 10% of the weight of the application. Aftercare Committee grant reviewers should assess the following:

1. Does the aftercare facility have a website with working links? Is the website up-to-date with their horse roster/adoption this. (The page should be current month-to-month i.e., if new arrivals come in on a revolving basis, they should be listed by the end of the calendar month in which they arrived)
2. Social media – what social media channels do the aftercare facilities use? The main three are Facebook, Instagram and Twitter. Additional channels are LinkedIn, Threads, and TikTok.
3. Look at the content on social media. How often are these channels updated? Weekly, monthly? A rule of thumb is 2 posts per week. What is the content? Are any of the posts painting racing in a negative light? Do they post about their supporters or thank grant organizations? Are there any posts about the Minnesota Racing Commission?
  - a. Example of a horse rescue posting anti-racing propaganda on their website:  
<https://www.hanaeleh.org/horse-racing/>
4. What other marketing efforts do they have? Flyers, brochures or fundraisers?
5. Do they have a calendar of events? Are the events only based on aftercare or are there events that raise money and awareness such as galas, shows or carnivals?
6. What type of community outreach does the organization do in terms of education and helping the non-racing public understand the mission of aftercare?

One aftercare organization asked that if the grant applications are made public, can the grant amounts received from other organizations such as Purina, the TAA, and the TCA<sup>12</sup> be redacted due to non-disclosure agreements with these organizations? Ms. Schnell recommends that the grant amount be redacted, but that the granting organization remain public to comply with non-disclosure agreements.

## **Objective 2: Additional Data/Data collection to identify greatest needs**

Ms. Schnell recommends the following:

- Implement an inventory sheet like that of the Thoroughbred Aftercare Alliance. Doing this gives the aftercare grant committee and the Commissioners statistical data. While it may not give enough data in its first applicable year, it will provide valuable data to understand the types of horses coming into Minnesota as racehorses that need aftercare resources when their racing careers have ended. This will focus the commission's mission of how to devote limited resources to horses in training versus rehabilitation and sanctuary, something the Commission has not historically agreed upon.
  - A spreadsheet would be used with tabs for thoroughbreds, standardbreds and quarter horses. (See Appendix)

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<sup>12</sup> Thoroughbred Charities of America

- Obtain a detailed breakdown regarding costs for racehorses in the care of the aftercare organization. This would be broken down by category as follows:
  - Retraining costs (including boarding and outside training costs)
  - Short-term Rehabilitation (6 months or less)
  - Long-term Rehabilitation (6 months or more)
  - Sanctuary

A detailed explanation of the parameters used for sanctuary placement i.e., whether or not a veterinarian is consulted, is a second opinion used and if there is a trainer's evaluation (if applicable).

A detailed breakdown by category would provide the Commission a better sense of the costs to rehabilitate and retrain racehorses in transition. Further, it would aid in giving an accurate picture of how many and how long sanctuary horses remain at the aftercare facility. This is especially important given the ecosystem of racehorses in transition. If more horses are sanctuary and require significant resources, other avenues of care and support must be explored for these animals.

The information can also be used to determine additional avenues of funding and support either through the Minnesota Racing Commission or industry stakeholders.

### **Objective 3: Breed Specific Questions**

Ms. Schnell recommends the following:

- Standardbreds
  - What are the types of injuries and or behavioral issues seen in retiring Standardbreds this year?
  - Have you applied for any grants or financial support from organizations supporting the Standardbred breed such as the Standardbred Transition Alliance and Support Our Standardbreds?
  - Please detail the specific programs and/or marketing efforts for Standardbreds in your program.
- Quarter Horses
  - What are the types of injuries and or behavioral issues seen in retiring Quarter Horses this year?
  - What disciplines does your organization retrain racing Quarter Horses for?
  - Please detail the specific programs and/or marketing efforts for Quarter Horses in your program.

Standardbreds and Quarter Horses are fundamentally different than the Thoroughbred horse in terms of the way they train and race and therefore have different injuries and potential

behavior issues that Thoroughbreds<sup>13</sup>. These horses are also marketed differently due to their disciplines.

#### **Objective 4: Grant and Disbursement Timeline**

Ms. Schnell recommends the following:

Institution of a new timeline that would be as follows:

**The proposed timeline would be as follows:**

**Grant application opens January 1 – March 1.**

**Grant review process: March 2 – May 15.**

**Disbursement: May 31 – June 15**

The timeline gives aftercare organizations more time to complete an application given the addition of information. Further, it gives the recommendation committee and commissioners more time to review and deliberate over the information at hand.

In speaking with the aftercare stakeholders, including aftercare organizations, the push to move the grant application to the beginning of the year falls in line with the ability of the organizations to know what resources they have on hand to transition horses racing at Canterbury Park and Running Aces. This would facilitate intake and place less burden on the aftercare organization to ‘find’ resources for the racehorse in question. Additionally, the summer/fall are traditionally a busier time than the winter/spring for these organizations as they spend the summer/fall busy with capital improvements, retraining, programs such as summer camps, shows and community outreach.

#### **Objective 5: Inspections and out of state applicants**

Ms. Schnell recommends the following:

During the grant review process, members of the Minnesota Racing Commission grant review committee should visit the aftercares who have applied for grant funding with the express purpose of verifying information entered by the aftercare facility’s authorized representative. A summary report should be drafted certifying that the information is correct and that the committee member doing the review has no objections in granting the aftercare organization funding.

A summary report should be filed within five to seven business days of the visit and given to the Aftercare Committee. Any concerns or issues about the aftercare and/or misappropriation of funding should be expressed to the Executive Director immediately, with documentation of these concerns to follow within 24 hours.

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<sup>13</sup> Standardbred horses tend to be sounder and have more soft-tissue injuries than Thoroughbred horses.

Further, these members should look at the organization's facilities to ensure at minimum:

- Adequate hay and grain on property to feed the number of horses on property.
- Access of all animals to fresh, clean water.
- Proper fencing free of breaks, imperfections or objects that pose a hazard to horse or human.
- Inspection of horses to confirm that all animals are free of injury, in good condition and health including but not limited to proper hoof maintenance, body condition score and freedom from lameness.

Finally, a copy of the report should be provided to stakeholders and aftercare facilities if there are no legal ramifications<sup>14</sup> in doing so. This will enhance transparency and give stakeholders the assurance that grant funding is going to the placement of horses in transition and further advancing the aftercare mission in the state of Minnesota<sup>15</sup>.

If any aftercare organization is out of state and TAA accredited, the Minnesota Racing Commission can coordinate with the TAA's team for the purposes of conducting an inspection team.

If the aftercare organization is not TAA accredited and travel to the facility is not possible, the Minnesota Racing Commission should organize an inspection virtually through FaceTime, Google Hangout or Microsoft Teams for mobile. The organizer can do a virtual tour with a grant review staff member.

After the grant disbursement process, members of the Minnesota Racing Commission grant review staff should visit the aftercares who have received grant funding for the purposes of verifying that grant funds have gone to the purposes listed by the aftercare organization on their grant application.

## **Objective 6: Education and Outreach**

Ms. Schnell recommends the following:

All stakeholders agreed that education and outreach would be a powerful tool towards advancing the mission of racehorse aftercare in Minnesota. Specifically, the board members of Minnesota Harness Racing Inc. spoke to this point through their representative and Vice President Cathy Dessert. They feel that the Minnesota Racing Commission can do more to offer education and outreach to stakeholders and the public through social media channels and by helping host events at Running Aces. Similarly, the Minnesota Quarter Horse Racing Association

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<sup>14</sup> Dr. Hovda believes that each facilities have statutory rights. Please confer with Mr. Newton on this.

<sup>15</sup> Providing a copy of the report to stakeholders answers the concerns of transparency with regard to the grant application process and how aftercare organizations are held accountable as detailed in Areas of Concern (page 6).

expressed interest in having stories and social media posts that could highlight barrel racing and other events held to promote retired Quarter Horses.

Ms. Schnell recommends that the commission holding an Aftercare Committee meeting to discuss opportunities for the commission to promote aftercare overall. Alternatively, the commission may use social media channels to promote awareness of aftercare organizations and events and devote space on the website to listing those aftercares that are grant recipients.

### **Objective 7: Adding additional grants for aftercare services and/or personnel**

Ms. Schnell recommends the following:

Ms. Schnell interviewed Joseph Scurto, Executive Director of the Minnesota Racehorse Engagement Project, and former Deputy Director of the Minnesota Racing Commission. In his current capacity, Mr. Scurto serves as a consultant and advisor in the aftercare community at Canterbury Park. This includes advising aftercares of grant money and connecting trainers and owners with aftercare facilities. A previous service offered by the Minnesota Racehorse Engagement Project was to act as a liaison between Canterbury Park and aftercare facilities to orchestrate events at Canterbury to highlight thoroughbred aftercare. At the end of 2022, the HBPA and Canterbury discontinued Mr. Scurto's capacity as a liaison due to funding.

As Mr. Scurto pointed out, aftercare facilities often have limited staff and mainly rely on volunteers. Regardless of employees or volunteers, these individuals usually do not have the skillset to act as grant writers, event-planners, or marketing staff.

It is suggested as a recommendation for future consideration of the commission that there be a change in the grant fund use or a separate grant to offset fees associated with grant writers, event planners and verified liaisons like Mr. Scurto.

## **Section 5: Questions for Grant Application Reviewers and Commissioners to Consider.**

The following questions appear on the United Horse Coalition<sup>16</sup> website as a resource for owners that may have to surrender their horse(s) to a rescue or aftercare facility. These questions are meant to act as a guide for the Minnesota Racing Commission Staff and Commissioners when they are reviewing applications and considering allocation of grant funding. Commissioners are best served putting themselves in the shoes of racehorse owners looking for a *meaningful* and *successful* transition of their horse to an aftercare facility.

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<sup>16</sup> United Horse Coalition: Options for Horse Owners Who Have a Horse at Risk, Or In Need of Placement  
<https://unitedhorsecoalition.org/uhc-materials/resources-for-owners/#toggle-id-2>



1. Does the organization subscribe to accepted guidelines for operating such facilities, such as the "Care Guidelines for Rescue and Retirement Facilities" prepared by the American Association of Equine Practitioners?  
For Thoroughbreds, is the organization accredited by the Thoroughbred Aftercare Alliance?
2. Is it an entity exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code?
3. Does it file IRS Form 990 and forms required by the state? Will the facility provide copies?
4. Does it have a mission statement and a board of directors? Who are they?
5. How long has the organization been operating?
6. If it is a facility that will use the horse, how will it be used?
7. Will the facility allow you to walk the property, including entering barns?
8. Does the facility appear to have adequate feed (hay, pasture, grain) for the number of horses on the property?
9. What are the physical characteristics of the facility, including barns, pastures, shelters, and fencing? Does the facility have ample room for horses to graze and/or move about? Do the horses have adequate shelter?
10. Is the organization's agreement with the owner for free lease or donation or something else?
11. Will the horse stay at the facility or be placed into foster care? If the facility uses foster care, how are foster homes screened?
12. Does the organization have an agreement regarding the use, boarding, or care of the horse?
13. If it is an organization that adopts horses out, what are the requirements for adoption? Does the facility follow up with the new owners to ensure the horse is being properly cared for?
14. Does the organization have a policy against breeding or restrict the horse's use in any way?
15. What is the organization's post-adoption policy on breeding and use?
16. If this is an adoption facility, are stallions gelded upon entry and before adoption?
17. What becomes of the horse when the adopter or the user no longer wants the horse?  
Will the organization automatically take the horse back?
18. Will the organization advise you before your horse is transferred to a new owner?
19. Can the original owner ask for the horse back?
20. Will the facility provide routine and emergency veterinary, dental, and farrier care?
21. Does the facility provide training/re-training for the horse?
22. Can owners visit their horse at the facility?  
Can owners visit the horse at an adoption home?
23. Have any welfare charges been brought against the organization?
24. Does the facility euthanize horses that cannot be placed? If so, will the facility notify the owner beforehand?

## Section 6: APPENDIX

The materials that appear below are materials provided by industry stakeholders. The materials are meant to provide evidence and support of the issues and recommendations Ms. Schnell has suggested in her report.

ORGANIZATION NAME: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

List all REGISTERED Thoroughbreds for the previous 12 months (see specific tables). For returned horses, add a new line.

Complete both the INVENTORY and TOTALS (Page 2) Tab below

[illegible]

## Thoroughbred Inventory Form - Totals Sheet 2 of 2

Total # of Organization's Current Horses (All Breeds)	Total # of Organization's Current <u>REGISTERED</u> THOROUGHBREDS	Total # of Current Permanent Residents (REGISTERED Thoroughbreds only)	Total # of Adoptions Past 12 Months (REGISTERED Thoroughbreds only)	Total # of Died or Euthanized Past 12 Months (REGISTERED Thoroughbreds only)

Total # of REGISTERED Thoroughbreds Transferred out of the Organization Past 12 Months (REGISTERED Thoroughbreds only)	Total # Thoroughbreds <u>Imported by Organization</u> from Outside Continental US or Canada

DATE COMPLETED:

List all REGISTERED Quarter Horses for the previous 12 months (see specific tables). For returned horses, add a new line.

[illegible]

## Quarter Horse Inventory Form - Totals Sheet 2 of 2

Total # of Organization's Current Horses (All Breeds)	Total # of Organization's Current <u>REGISTERED</u> QUARTER HORSES	Total # of Current Permanent Residents (REGISTERED Quarter Horses only)	Total # of Adoptions Past 12 Months (REGISTERED Quarter Horses only)	Total # of Died or Euthanized Past 12 Months (REGISTERED Quarter Horses only)

Total # of REGISTERED Quarter Horses Transferred out of the Organization Past 12 Months (REGISTERED Quarter Horses only)



ORGANIZATION NAME: \_\_\_\_\_

List all REGISTERED Standardbreds for the previous 12 months (see specific tables). For returned horses, add a new line.

Complete both the INVENTORY and TOTALS (Page 2) Tab below

[illegible]

## Standardbred Inventory Form - Totals Sheet 2 of 2

Total # of Organization's Current Horses (All Breeds)	Total # of Organization's Current <u>REGISTERED</u> STANDARDBREDS	Total # of Current Permanent Residents (REGISTERED Standardbreds only)	Total # of Adoptions Past 12 Months (REGISTERED Standardbreds only)	Total # of Died or Euthanized Past 12 Months (REGISTERED Standardbreds only)

Total # of REGISTERED Standardbreds Transferred out of the Organization Past 12 Months (REGISTERED Standardbreds only)

<b>Term</b>	<b>Definition</b>
<b>Registered Thoroughbred</b>	A Thoroughbred that has been registered with The Jockey Club or foreign Thoroughbred stud book and can be proven to have said registration through registration papers, legible tattoo, microchip or other confirmed identity research
<b>Registered Quarter Horse</b>	A registered Quarter Horse is one that has been registered with the American Quarter Horse Association and can be proven to have registration through registration papers, legible tattoo or other confirmed identity research
<b>Registered Standardbred</b>	A registered Standardbred is one that has been registered with the United States Trotting Association and can be proven to have registration through registration papers, freeze brand, microchip or other confirmed identity research
<b>Retraining</b>	The horse is actively being provided training for a new discipline with the intent to adopt the horse out of the program
<b>Rehabilitation</b>	The horse has received a diagnosis of a treatable condition and is actively being treated for the condition with a veterinarian consulted treatment plan
<b>Equine-Assisted Therapy</b>	The primary job of the horse is to participate in the organization's Equine-Assisted Therapy program. Note: This does not include horses used in educational programs.
<b>Sanctuary</b>	The horse is considered a permanent resident of the organization with either no intent to make the horse available for adoption or no true prospect of being adopted out to a new home
<b>Donated</b>	The ownership and custody of the horse was willingly transferred to the organization by its owner/trainer/responsible agent utilizing a donation document
<b>Rescued</b>	The horse was purchased by the organization or ownership and custody was otherwise transferred to the organization due to the horse being in an undesirable situation, such as a kill pen or poor condition
<b>Returned</b>	The horse was previously a part of the organization, was adopted, and ownership and custody of the horse has been transferred back to the organization
<b>Surrendered</b>	The ownership and custody of the horse was relinquished to the organization by its owner/trainer/responsible agent or a law enforcement agency without the use of a donation document
<b>Transferred</b>	The ownership and custody of the horse was changed from one non-profit organization to another with the intent that the new organization will provide either sanctuary, retraining, rehabilitation and/or adoption services
<b>Adopted</b>	The ownership and custody of the horse was transferred to a private individual with an adoption contract for the purpose of being used in a new career or as a companion

## BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is effective as of [\_\_\_\_], 2022 (“Effective Date”) by \_\_\_\_\_ (“Donor”) in favor of KOCH THOROUGHBRED TRANSFORMATIONS, a Minnesota nonprofit corporation (the “Non-Profit”).

WHEREAS, the Non-Profit agrees to assume ownership of the horse described herein as: \_\_\_\_\_, a more particular description for which is provided in Section 1.

WHEREAS, the Non-Profit has inspected the horse or has elected to waive a health check of the horse.

WHEREAS, Donor agrees to the transfer of ownership of the above-described horse as a charitable contribution to the Non-Profit, a 501(c)(3) charitable and educational organization, for which Donor may deduct the fair market value of the horse on Donor’s federal tax return.

### NOW, THEREFORE, IT IS PROVIDED:

1. Horse Description. The horse is described as follows:

Name: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Age: \_\_\_\_\_  
Height: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Registration Number: \_\_\_\_\_  
Color: \_\_\_\_\_  
Name of horse’s dam: \_\_\_\_\_  
Name of horse’s sire: \_\_\_\_\_

2. Health. the Non-Profit and Donor agree to one of the following:

- ☐ Donor agrees to allow the Non-Profit to inspect the horse with a third-party health expert until \_\_\_\_\_, 2022.
- ☐ The Non-Profit does not need a health check and is assuming ownership of the horse “as-is.”

3. Transfer. For good and value consideration, the receipt and sufficiency of which is hereby acknowledged by Donor, Donor hereby grants, transfers, conveys, and delivers to the Non-Profit all of Donor’s rights, title, and interest in and to the horse.

4. Benefit. This Bill of Sale will be binding upon the successors and assigns of Donor and shall inure to the benefit of the successors and assigns of the Non-Profit.

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first written above.

DONOR:

---

Name:

Title:

Address:

NON-PROFIT:

KOCH THOROUGHBRED TRANSFORMATIONS,  
a Minnesota nonprofit corporation

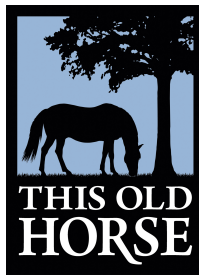
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Name:

Title:

Address:

[Signature Page to Bill of Sale.]



## Racehorse Reimagined Donation Agreement

This Old Horse, Inc. accepts horses into our program who are transitioning due to retirement or other change in circumstances. Horses are eligible for our adoption and foster program where we will attempt to match the horse with a qualified partner while the horse remains under the This Old Horse umbrella. For more information, email [heartracing@thisoldhorse.org](mailto:heartracing@thisoldhorse.org).

**Date \***

<input type="text" value="09"/>	-	<input type="text" value="03"/>	-	<input type="text" value="2023"/>	
Month		Day		Year	

**Full Name \***

<input type="text"/>	<input type="text"/>
First Name	Last Name

**Organization or entity**

**Address \***

Street Address

City

State / Province

Postal / Zip Code

Country

**E-mail \***

**Phone Number \***

–

Area Code

Phone Number

---

**Horse's nickname/barn name \***

**Registered name \***

**Breed / registration \***

**Year horse was born \***

**Height \***

**Color \***

**Gender \***

- ☐ Mare  
☐ Gelding  
☐ Stallion

**Identifying Information (Markings/Tattoos/Microchips)**

**Additional tack or equipment donated**

By delivery of the Donated Horse to This Old Horse, Donator transfers complete



ownership of the Donated Horse, which includes the care, custody and control of the animal, and the right to transfer ownership/registration to This Old Horse or to a person or organization adopting the Donated Horse.

This Old Horse shall have sole and full discretion on the care and disposition of the horse, to include making decisions on veterinary treatment or procedures and adoption of the horse to persons or organizations deemed suitable by New Vocations.

Donator will indemnify and hold This Old Horse harmless from any claim arising or lien asserted from such past care of the Donated Horse.

This Old Horse is not able to provide an opinion on value, therefore Donor should arrange for the valuation of the animal if a tax deduction is desired.

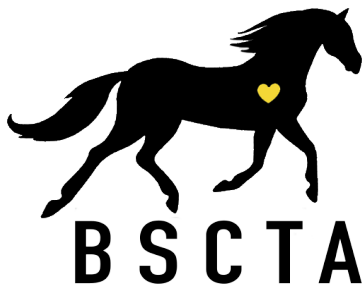
This Agreement contains the entire agreement of the parties and there are no promises, agreements, representations or warranties other than those contained herein or expressly incorporated by reference. This Agreement may be executed in counterparts by fax or electronic signatures, which counterparts shall be fully enforceable as a single original document.

This Old Horse is a Minnesota Non-Profit Corporation and qualifies as a charitable organization. The EIN number is 45-4234611. This donation may be tax deductible for the surrendering owner who should seek advice from a qualified tax advisor to determine if there is a potential tax benefit for donating this horse.

**Signature**

[Clear](#)

Submit



## Horse Intake Evaluation Process

### Pictures

- Use any available camera such as on a cell phone
- Pictures will need to be uploaded to Google Photos and shared with Andrea

### Assessment

- Document using Rescue Horse Intake Form

### Rescue Horse Intake Process

1. Take Initial Pictures before any grooming, keep for record, make Google photo folder with before pics.
2. Make pic file in [adoptions@drbowmanthoroughbred.org](mailto:adoptions@drbowmanthoroughbred.org) password: BowmanOTTB
  - a. Left Side, including feet
  - b. Right Side, including feet
3. Groom Horse
  - a. Bathe if necessary
  - b. Trim mane to 5"
  - c. Brush tail
  - d. Measure height in hands
4. Medical History
  - a. Collect all info from prior owner possible
5. Evaluation at Rest
  - a. Conformation
  - b. Balance and weight bearing
  - c. Evidence of Injury or stress
6. Hands on Exam
  - a. Lumps
  - b. Bumps
  - c. Previous injuries
  - d. Evaluate Body condition per AAEP Body Conditioning Score (See Appendix A)
  - e. Hay Belly (Y/N)
7. Inspect Feet
  - a. Is Farrier needed right away?

- b. Are shoes needed?
  - c. Use Hoof tester?
  - d. File if condition is not in need of farrier
- 8. Inspect Teeth
  - a. Do they need to be floated?
- 9. Vaccines and Wormer
  - a. Verify papers (All OTTB direct from track are by law to have all shots)
  - b. If no papers or in doubt, assume not, give all shots, wormer
  - c. All horses should have current Coggins test
- 10. Beauty Pictures
  - a. Left Side
  - b. Right Side
  - c. Head
- 11. Perform Desensitization
  - a. Hoola Hoops
  - b. Etc
- 12. Lunge Horse
  - a. Walk, Trot, Canter
  - b. Lunge with saddle
  - c. Observe front, back and both sides
  - d. Look for shortening of stride, foot placement, head bobbing, weight shifting
- 13. Ride Horse
  - a. Walk, Trot, Canter - Both directions
  - b. Put over jumps or free jump - if warranted
- 14. Riding Pictures
  - a. Riding under saddle
  - b. Jumping under saddle or free jumping
- 15. Riding Video
  - a. Walk, Trot, Canter - Both Directions
  - b. Over jumps or free jump - if warranted
- 16. Upload Documentation
  - a. Upload photos and video to Google Photos new album
  - b. Name Album horses name and date (e.g. Panther - July 2022)
  - c. Include pictures of any papers, coggins or bloodline info
- 17. Decide condition of horse
  - a. AAEP Lameness Scale (See Appendix B)
  - b. List any Vices - bucking/rearing
  - c. AAEP Physical Assessment Level (See Appendix C)
  - d. Recommend vibraplate?
- 18. Notify Andrea
  - a. Email Rescue Horse Intake Form to [andrea@drbowmanthoroughbred.org](mailto:andrea@drbowmanthoroughbred.org)
- 19. All people coming out to look at horses whether they are riding or not must fill out release form.

Verify at [boulderpointeforms@gmail.com](mailto:boulderpointeforms@gmail.com)

Password: Forms2021!!!

Text to clients:

Hi, What is your first and last name ? We need you to fill out an electronic release form . Go to [www.horseridingrocks.com](http://www.horseridingrocks.com) then to the forms tab . Thx!

Reference: AAEP - Transitioning the Retired Racehorse - Guidelines for Equine Practitioners, Adoption Organization and Horse Owners

## Appendix A

### Evaluating Body Condition

The horse's physical condition is rated on visual appraisal and palpation (feel) of six key conformation points: (See illustration)

- A-** the amount of flesh or fat covering along the neck,
- B-** the withers,
- C-** down the crease of the back,
- D-** at the tailhead,
- E-** ribs and
- F-** behind the shoulder at the girth.

Scores range from 1-9, from poor to extremely fat.

### CONDITION SCORES

**Score of 1- Poor:** Animal extremely emaciated, with spinous processes, ribs, tailhead, tuber coxae (hip joints) and ischia (lower pelvic bones) projecting prominently; bone structure of withers, shoulders and neck easily noticeable; no fatty tissue can be felt.

**Score of 2- Very Thin:** Animal emaciated, slight fat covering over base of spinous processes; transverse processes of lumbar vertebrae feel rounded; spinous processes, ribs, tailhead, tuber coxae (hip joints) and ischia (lower pelvic bones), prominent withers, shoulders and neck structure faintly discernible

**Score of 3- Thin:** Fat buildup about halfway on spinous processes; transverse processes cannot be felt; slight fat cover over ribs; spinous processes and ribs easily discernable; tailhead prominent but individual vertebrae cannot be identified visually; tuber coxae (hip joints) appear rounded but easily discernable; tuber ischia (lower pelvic bones) not distinguishable; withers, shoulders and neck accentuated.

**Score of 4- Moderately Thin:** Slight ridge along back; faint outline of ribs discernable; tailhead prominence depends on conformation fat can be felt around it; tuber coxae (hip joints) not discernable; withers, shoulders and neck not obviously thin.

**Score of 5- Moderate:** Back is flat; ribs not visually distinguishable but easily felt; fat around tailhead beginning to feel spongy; withers appear rounded over spinous processes; shoulders and neck blend smoothly into body.

**Score of 6- Moderately Fleishy:** May have slight crease down back; fat over ribs spongy, fat around tailhead soft; fat beginning to be deposited along side of withers, behind shoulders and along sides of neck.

**Score of 7- Fleishy:** May have crease down back; individual ribs can be felt, but noticeable filling between ribs with fat; fat around tailhead soft; fat deposited along withers behind shoulders and along neck.

**Score of 8- Fat:** Crease down back; difficult to feel ribs; fat around tailhead very soft; area along withers filled with fat; area behind shoulder filled with fat; noticeable thickening of neck; fat deposited along inner thighs.

**Score of 9- Extremely Fat:** Obvious crease down back; patchy fat appearing over ribs; bulging fat around tailhead, along withers, behind shoulders and along neck; fat along inner thigh may rub together; flank filled with fat.

#### HAY BELLIES

A "hay belly" may or may not be associated with true obesity. Many horses, especially the very young and old, may exhibit hay bellies without an associated build-up of body fat. Hay bellies are a distension of the abdominal area due to the volume of grass or hay the animal consumes. The belly expands to handle the load.

## AAEP Lameness Scale

Lameness - Traditionally, lameness has been defined as any alteration of the horse's gait. In addition, lameness can be manifest in such ways as a change in attitude or performance. These abnormalities can be caused by pain in the neck, withers, shoulders, back, loin, hips, legs or feet. Identifying the source of the problem is essential to proper treatment.

0: Lameness not perceptible under any circumstances.

1: Lameness is difficult to observe and is not consistently apparent, regardless of circumstances (e.g. under saddle, circling, inclines, hard surface, etc.).

2: Lameness is difficult to observe at a walk or when trotting in a straight line but consistently apparent under certain circumstances (e.g. weight-carrying, circling, inclines, hard surface, etc.).

3: Lameness is consistently observable at a trot under all circumstances.

4: Lameness is obvious at a walk.

5: Lameness produces minimal weight bearing in motion and/or at rest or a complete inability to move.

## Appendix C

AAEP Physical Assessment Level definitions for the level of use for a transitioning retired race horse

Level I - pasture turnout, non-riding

Level II - Light use, to include trail riding at the walk and occasional trot on good footing

Level III - Moderate use such as flat work at the walk, trot, canter, and varied terrain. Occasional jumping in good conditions generally with fences less than two feet.

Level IV - Full athlete work; no exclusions.



## APPLICATION FOR ADOPTION

Thank you for your interest in adoption! Please fill out the below information so we can help match you with your right horse. Email completed surveys to [kochthoroughbreds@gmail.com](mailto:kochthoroughbreds@gmail.com). Once you find your right horse, we will provide you with an adoption agreement. We look forward to welcoming you to our program.

### Applicant Information

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Email: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Length of Time at Current Address: \_\_\_\_\_

Own/Rent: \_\_\_\_\_

Landlord's Name and Phone Number: \_\_\_\_\_

Number of Adults in Household: \_\_\_\_\_ Number of Children in Household: \_\_\_\_\_

Children's Ages: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Job Title: \_\_\_\_\_

Annual Household Income: \_\_\_\_\_ Full Time/Part Time: \_\_\_\_\_

### Riding Experience:

Please describe your horse experience:

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Do you have any other horses: \_\_\_\_\_ Number of Horses: \_\_\_\_\_

Do you have any un-castrated male equines (e.g. stallions/studs, colts, uncut jacks):

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Equine Information:

Equine of Interest: \_\_\_\_\_

Please describe what you are looking for in a horse::

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Preferred Age Range: \_\_\_\_\_ Preferred Male/Female: \_\_\_\_\_

Desired Level of Training: \_\_\_\_\_

Absolute Requirements of an Equine:

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Absolute Deal Breakers in an Equine:

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If the equine was to become permanently lame, or for some reason not rideable, what would happen to the equine: \_\_\_\_\_

How long do you plan to keep the equine: \_\_\_\_\_

What care will you provide the equine when you are out of town:

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How much time per week do you intend to spend with the equine: \_\_\_\_\_

If the equine becomes ill, are you willing to provide extensive care? Please describe:

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Facility Information:

Please describe the property where the equine will be living:

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Will the equine be kept in the same enclosure year round? If not, please provide details:

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Will the equine live in the same pasture/area with another horse:

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If yes, please provide the age and gender of the other horse(s): \_\_\_\_\_

Address of the facility/location where the horse will be living:

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Name of Boarding Facility (if applicable): \_\_\_\_\_

Contact for Boarding Facility: \_\_\_\_\_

Reference Information – Please provide the name, address, and phone number of three personal references:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Care Providers:

Name and Phone Number of the Equine's Veterinarian:

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Name and Phone Number of the Equine's Farrier:

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Name and Phone Number of the Equine's Trainer:

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I, the undersigned, understand that I am applying to adopt an equine from Koch Thoroughbred Transformations ("Koch"). I understand and acknowledge that I must complete this Application for Adoption prior to adopting an equine from Koch. Further, I understand and agree that prior to the adoption of an equine from Koch, I will be required to sign and consent to an adoption agreement.

I understand that I may never send to slaughter any equine that I adopt from Koch. I understand that Koch is willing to attempt in assistance of an equine that I adopt if I find that I cannot relate to the animal or care for it any longer.

I have provided complete and true responses to all of the above questions. In the event that any of my above responses are untrue, Koch shall have the ability, in its sole discretion, to retake an adopted equine. Responses to the above questions do not guarantee the adoption of an equine from Koch. Koch may ask any additional questions prior to determining whether to allow the adoption of an equine in its care.

---

\_\_\_\_\_, as an individual

Date: \_\_\_\_\_

## ADOPTION AGREEMENT

THIS ADOPTION AGREEMENT (this “Agreement”) is made effective as of \_\_\_\_\_, 20\_\_ by and between Koch Thoroughbred Transformations, a Minnesota nonprofit corporation (“Koch”) and \_\_\_\_\_, an individual (“Adopter”).

WHEREAS, Adopter agrees, in accordance with the terms and conditions set forth in this Agreement to adopt and care for the horse described in Exhibit A attached hereto (the “Equine”).

NOW, THEREFORE, in consideration of the preceding recitals and the mutual promises and agreements herein, the parties agree as follows:

1. Disclosure and Acknowledgement. Adopter acknowledges and understands that Koch does not have a complete history or background on the Equine. The known health history of the Equine is attached hereto as Exhibit B. ADOPTER ACKNOWLEDGES THAT EQUINES ARE INHERENTLY DANGEROUS AND THE EQUINE MAY HAVE BEEN ABUSED OR NEGLECTED TO AN EXTENT WHICH MAY IMPACT ITS RELATIONSHIP WITH PEOPLE AND OTHER ANIMALS. KOCH HAS LIMITED KNOWLEDGE OF THE EQUINE’S RESPONSE TO VARIOUS CIRCUMSTANCES. ACCORDINGLY, KOCH DOES NOT GUARANTEE THE SAFETY OF THE EQUINE AND KOCH SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO ANY PERSON, ANIMAL, OR PROPERTY AS A RESULT OF THE EQUINE’S ACTIONS.

2. Financial Obligations. Koch has no financial obligation relating to the Equine once it is in the possession of Adopter. In consideration of the adoption of the Equine, Adopter shall pay to Koch an adoption fee of \$\_\_\_\_\_ upon the execution of this Agreement (the “Adoption Fee”). The Adoption Fee is non-refundable and shall not be returned to Adopter in the event that the Equine is repossessed by Koch.

3. Adoption Care. Adopter shall provide adequate care to the Equine at all times, including regular feeding, farrier services, veterinary services, and other care that is standard for quality care of an equine animal. Adopter agrees to notify a veterinarian immediately upon the discovery of any medical issue with the Equine, except for those minor medical issues which are usual and incident to regular equine maintenance. For up to one year following Adopter’s possession of the Equine, Adopter shall notify Koch of any medical issue relating to the Equine for which a veterinarian is notified. Within ten days following the one year anniversary of the execution of this Agreement, Adopter shall provide to Koch a completed veterinary screening with confirmation of the Equine’s weight and the veterinarian’s confirmation that the Equine is receiving adequate care as required under this Agreement.

4. Location and Inspection of Equine Facility. Prior to Adopter’s possession of the Equine, Koch shall be entitled to inspect the facility in which Adopter intends to house the Equine. For up to one year following the date of this Agreement, Koch shall be entitled, at its sole discretion and without notice, to inspect the facility at which the Equine is located at any reasonable time to confirm Adopter’s compliance with the terms of this agreement and Adopter’s adequate care and

maintenance of the Equine. Prior to the one year anniversary of this Agreement, if Adopter desires to relocate the Equine to a facility other than the facility originally disclosed to Koch for more than ten days, Adopter shall notify Koch at least ten days prior to relocating the Equine and allow Koch the opportunity to inspect and approve the new facility. Any relocation of the Equine must be approved by Koch in writing prior to the relocation.

5. Breeding Limitations. If adopter chooses to use the Equine for breeding purposes with the understanding that no registration paperwork comes with the equine and Koch is not responsible for any issues or financial obligation with breeding or the foal. The foal will not be eligible to be registered with the jockey club or used for racing.

6. Death of the Equine. Adopter shall notify Koch within ten business days of the death of the Equine.

7. Return of the Equine. If, for any reason, Adopter is unable or unwilling to care for the Equine as set forth in this Agreement, Adopter shall immediately notify Koch and allow Koch to assist with alternative options for the Equine. Adopter shall make reasonable accommodations for Koch's assistance of the Equine. THE ADOPTER SHALL NOT ATTEMPT TO OR PURPORT, TRADE, AUCTION, ABANDON, TRANSFER, OR OTHERWISE ATTEMPT TO DISPOSE OF THE EQUINE. UNDER NO CIRCUMSTANCES SHALL THE EQUINE BE SOLD OR GIVEN FOR SLAUGHTER.

8. Reliance upon Application. Adopter understands and acknowledges that in determining whether to enter into this Agreement, Koch has relied solely upon Adopter's responses to that certain Adoption Application by and between Koch and Adopter dated \_\_\_\_\_, 20\_\_ (the "Adoption Application"). For one year following the date of this Agreement, Adopter shall notify Koch of any changes to its responses to the Adoption Application. Any inaccurate responses to the Adoption Application shall be deemed a breach of this Agreement.

9. Remedies. Upon Adopter's breach of any term of this Agreement, or upon Adopter's involvement with any humane society or animal control agency that results in a warning or citation for the inhumane treatment of any animal, Koch may enter onto the premises and into the facilities where the Equine is located, and may, in Koch's sole discretion, retake possession of the Equine. Adopter shall reimburse any all expenses incurred by Koch in recovering the Equine, including all attorneys' fees.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings with respect thereto, whether written or oral, and may not be amended, modified, or altered in any way except by a writing executed by both parties. This agreement shall be binding upon each party and its successors and permitted assigns. Permission for any assignment of this Agreement must be in writing.

11. Waiver. Neither party shall be deemed to have waived any term or provision of this Agreement unless such waiver shall be in writing. The waiver of a term or provision of this Agreement by a party on one occasion shall not constitute a continuing waiver thereof or a waiver as to other terms or provisions hereof.

12. Severability. The provisions of this Agreement shall be severable, and if any of them is held to be invalid or unenforceable for any reason, such provision shall be modified to the extent necessary to cure such invalidity. The invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and any action to enforce the terms of this Agreement shall be venued in the district court of Hennepin County, Minnesota.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts. This Agreement may be executed by delivery of a facsimile copy of an executed signature page, or delivery via email of PDF or other electronic copy of an executed signature page, with the same force and effect as the delivery of an originally executed signature page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first written above.

KOCH:

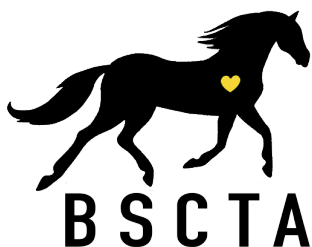
KOCH THOROUGHBRED TRANSFORMATIONS,  
a Minnesota nonprofit corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADOPTER:

\_\_\_\_\_  
\_\_\_\_\_, as an individual

[Signature Page to Adoption Agreement.]



Bowman Second Chance Thoroughbred  
Adoption

6612 189th Ln NW  
Anoka, MN 55345  
EIN: 46-4659348

Horse Donation Agreement

**1. PARTIES.**

This Donation Agreement (the "Agreement") is being entered into on \_\_\_\_\_ (the "Effective Date") by

**Bowman Second Chance Thoroughbred Adoption**  
6612 189<sup>th</sup> Lane NW  
Anoka, MN 55303  
admin@drbowmanthoroughbred.org ("BSCTA")

And

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_ ("Donor").

**2. THE HORSE.**

**2.1. Description.** The Donor agrees to donate the following horse:

Registered Name \_\_\_\_\_ Tattoo, Reg. # or Microchip # \_\_\_\_\_

(color/ markings) \_\_\_\_\_ Breed \_\_\_\_\_

(sex) \_\_\_\_\_, (DOB) \_\_\_\_\_ ("Horse").

The Horse was bred in Minnesota. \_\_\_\_\_ (Y/N)

The Horse has raced in Minnesota. \_\_\_\_\_ (Y/N)

Our mission at Bowman Second Chance Thoroughbred Adoption is to see that every horse that comes through our ranch goes to his best possible home. These horses are incredibly talented and are waiting to start their new careers.



### **3. TERMS.**

#### **3.1 Willful Transfer.**

**Donor asserts they have authority to enter into this agreement and no lien or encumbrance exists on Horse.**

**Donor acknowledges willful transfer of ownership and custody of Horse.**

#### **3.2 BSCTA Responsibilities**

**BSCTA shall assume all responsibility of Horse including all medical care, food and shelter.**

### **4. CHARITABLE CONTRIBUTION**

**BSCTA is a not-for-profit organization. All donations are tax deductible.**

**A donation receipt for the value of the Horse up to \$500 is available upon request.**

**Would you like a donation receipt for Horse?    Yes \_\_\_\_ No \_\_\_\_**

**Donor provides the following cash donation for continued care of Horse. \$ \_\_\_\_\_**

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.**

**BSCTA:**

**Signed: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Donor:**

**Signed: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Name: \_\_\_\_\_**

Our mission at Bowman Second Chance Thoroughbred Adoption is to see that every horse that comes through our ranch goes to his best possible home. These horses are incredibly talented and are waiting to start their new careers.



## Aftercare Funding Application

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Principal: \_\_\_\_\_

FEIN #: \_\_\_\_\_

The Minnesota Thoroughbred industry is pleased to provide this opportunity to help support your organization through a donation program established by the Minnesota Horsemen's Benevolent & Protective Association, Inc... Funding provided by Thoroughbred racehorse owners via a collection of per start and claiming fees will provide \$65,000 in donations to one or more organizations who work to provide aftercare and second careers for our Minnesota bred or raced Thoroughbreds, or broodmares registered with the Minnesota Breeders Fund.

Prior to distributing these funds, we ask that you complete the application below to provide us with information and insight into the wonderful work that you have done in 2022. If you have any questions regarding the information being requested, please feel free to contact MNHBPA Executive Director, Mike Cronin at the email address at the end of the application. We thank you in advance for your submission and request that you submit this application to the MNHBPA by November 15, 2022, for consideration of a donation.

*Items 1-5 are exclusively in reference only to Minnesota bred or raced Thoroughbreds or Thoroughbred broodmares who have been registered with the Minnesota Breeders Fund.*

1. Please list horses that were taken into your program during 2022 (Please list by Jockey Club names and approximate date of arrival)

Jockey Club Name	Date of Arrival

2. Please list horses that were placed with new owners in 2022 (Please list by Jockey Club names)

Horse	New Owners Name

3. Number of horses that were euthanized in 2022 (Please list Jockey Club names)

Jockey Club Name

4. Number of horses currently in care and custody (Please list Jockey Club names and ages)

Jockey Club Name	Age

5. Cost of special care, veterinary surgical procedures, or therapeutics expenses for horses taken in 2022. (Please list JC names and procedures/purchases and provide copies of invoices)

Cost of Care	Procedure / Therapy

6. Please provide a summary of money invested in 2022 to promote and market OTTBs to potential adopters. EG: programs, advertising and marketing costs, and summary of results.

7. What methods and channels are you using to prepare and market your off-track thoroughbreds for second careers.

Please feel free to submit information on exhibits or any additional documents.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print)

Please submit information to: Mike Cronin, Executive Director MNHBPA - [weeirishhopes@yahoo.com](mailto:weeirishhopes@yahoo.com)

## MNHBPA

1100 Canterbury Road

Shakopee, MN 55379

952.496.6442

Mnhbpa.com



## **Request for Proposal**

### **BACKGROUND**

The Board of Directors of Canterbury Park Holding Corporation established the Canterbury Park Minnesota Fund (CPMF) in 2003. The CPMF is administered through the St. Paul and Minnesota Foundation, a charitable foundation that manages funds throughout the state.

The primary source of funding for the Canterbury Park Minnesota Fund is through corporate profits and employee donations. Canterbury Park continues to be a member of the Minnesota Keystone program and pledges to contribute 2-5% of pre-tax profits to charitable organizations annually.

Canterbury Park Holding Corporation is a Company publicly traded on NASDAQ (CPHC), which owns and operates Canterbury Park Racetrack and Card Club in Shakopee, Minnesota. The primary businesses of the Company are pari-mutuel horse racing, hosting card games, and food and beverage operations.

### **PURPOSE:**

The Canterbury Park Minnesota Fund is seeking proposals from nonprofit organizations with innovative and creative projects designed to aid Minnesota's equine and agriculture communities, improve the state's responsible gaming programs and benefit our local community.

The Canterbury Park Minnesota Fund will review grant applications in the spring of each year.

### **FUNDS MAY BE GRANTED FOR:**

- Capital projects, program development or expansion, or special projects of a time limited in nature that improves the state's equine agricultural industry and/or the lives and communities of those associated with it.
- Programs that research, develop and aid responsible gaming programs.
- Projects and programs designed to benefit the Shakopee and/or Scott County communities.

### **FUNDS MAY NOT BE GRANTED FOR:**

- Personal grants to individuals

## **HOW TO APPLY**

**The application process will be open from January 1, 2023 through March 31, 2023. Applications must be submitted in writing to the Canterbury Park Minnesota Fund by March 31, 2023.** Organizations are encouraged to submit proposals prior to the deadline. Electronic applications are acceptable. If proposal is mailed, please submit six copies of your grant application.

Funded projects are eligible to apply each year for re-consideration; however, priority may be given to new projects and organizations. The fund awards many smaller grants, so that more recipients can benefit. This is a competitive grant process. Due to the large amount of applications that are received, unfortunately not all proposals will be funded. For questions regarding the application or grant process, please call the Canterbury Park Minnesota Fund at 952-233-4879.

### **Please mail your proposal and all attachments to:**

The Canterbury Park Minnesota Fund  
Attn: Randy Dehmer  
1100 Canterbury Road  
Shakopee, MN 55379

## **NARRATIVE GUIDELINES:**

1. Description of the organization(s) or facility submitting the request and primary populations served.
2. If this is a collaborative request, names and affiliation of planning and implementation partners and a description of the role of each partner in completing this project.
3. Describe the project and goals, the specific needs it addresses and the community/population to be served.
4. How does the project relate to the goals/focus areas of the Canterbury Park Minnesota Fund.
5. Description of the specific action steps for completion of the project, including timeline.
6. Description of long-term funding plans and how the program will be sustained.
7. Description of the qualifications and experiences of the principal staff members of the project in relation to its purpose and objectives.

## **PROPOSAL BUDGET**

Provide a detailed budget of the project's income and expenses, including a narrative description of each category of income and expense.

## **ATTACHMENTS:**

Complete and submit the attached application and all documentation listed in the submission guidelines.

## **RFP TIMELINE**

Applications will be reviewed in the spring of each year and receipts will be notified accordingly.



## Application Form

### CONTACT AND PROFILE INFORMATION:

Applicant Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Executive Officer: \_\_\_\_\_ Project Contact: \_\_\_\_\_

Project Title: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Proposed Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

### SUBMISSION ATTACHMENTS:

- \_\_\_1. A Copy of the applicant organization's most recent letter of exemption from the Internal Revenue Service demonstrating that it is an organization exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code, and stating whether or not it is a private foundation.
- \_\_\_2. Audit or year-end financial statement for the most recently completed fiscal year, the current year's operating budget, and current year-to-date income and expense statement.
- \_\_\_3. Names and affiliations (place of employment and/or other relevant community involvement) of the policy board responsible for the management of the applicant organization.
- \_\_\_4. All information requested in the narrative guidelines, including a detailed budget proposal for the project.

### FOR ADDITIONAL INFORMATION:

For additional information on the Canterbury Park Minnesota Fund, or the grant process, please contact Randy Dehmer, CFO at 952-233-4828 or [rdehmer@canterburypark.com](mailto:rdehmer@canterburypark.com).



Minnesota Racehorse Aftercare Committee

Monday, December 18, 2023

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## Discussion points: Running Aces

How can RA demonstrate their ongoing and sustaining support of MN harness horse transition and aftercare?

- While reasonable minds differ on limits of the racing industry's obligation to racehorse aftercare, the MRC's position supports a 'life span' model of support for racehorses who are bred specifically for their contributions to the sport of racing.
- The MRC expects the MN racing industry partners to support racehorse transition and retirement *in general* for all breeds of racehorses, rather than basing their support on the direct utilization of aftercare resources.
- The strong aftercare sales market for racing Standardbreds and racing Quarter Horses straight off the track means there is a reduced demand for career transition for those breeds.
- While the Amish market for harness horses is strong and reliable, there is little available evidence to refute media and activists reports of animal mistreatment.
- There are large numbers of older, former racehorses or broodmares in kill pens, easily identified by their brands, chips or tattoos. A strong advocacy network uses social media to garner support for these horses and as a platform for disparaging the racing industry. From an equine welfare perspective, the MRC expects the MN racing industry to support programs to serve former racehorses, as well.

### Program goals:

- a. Retraining and rehoming Standardbreds transitioning directly from the track / racing to a new career
- b. New careers for unraced horses, bred to race who are not good candidates for racing who need an alternative career
- c. Temporary layup for injured or transitioning harness horses
- d. Lifespan safety net for Standardbred racehorses
  - i. Microchip program for RA horses that will track back to This Old Horse
  - ii. Support for chipped or branded Standardbreds that end up in MN in the slaughter pipeline.
  - iii. Establish liaisons among Amish buyers to create incentives to return horses back to us if the circumstances change and they are not able to meet expectations.



Ideas for a partnership between RA and This Old Horse to support a Standardbred aftercare program that can meet these goals:

RA **sponsors** TOH as their Standardbred aftercare partner, TOH will appoint a designated coordinator to administer all identified program goals for aftercare, transition and follow along / lifespan activities. The coordinator will provide activity reports at intervals to RA (and to the MRC as requested by RA). The sponsorship will cover all program costs and cost of care for horses served by the program.

TOH will agree to an open admission for all Standardbred racehorses that are referred to our program for any reason and at any life stage.

**Target cost:**

Average inclusive cost of care per horse per year: \$7,776

Our census averages 8 horses at any given time based on historical data for Standardbred admissions, adoptions, rehoming

Total annual horse cost of care \$7,776 x 8 horses = \$ 62,208

Program coordination: \$12,000

**Annual sponsorship / charitable contribution: \$62,208 + \$12,000 = \$74,208.**

**Other discussion ideas:**

RA **purchases** our Phoenix Farm to operate as a satellite facility for RA with shared use for TOH who will manage the barn and administer all identified program goals including seasonal capacity to accommodate overflow racehorses and workers from RA.

TOH is designated to operate the pull tab concession at RA as a way of raising funds to support our overall mission.



**Running Aces Horse Aftercare Commitment  
1.1.23**

Running Aces Casino, Hotel & Racetrack is committed to providing an annual contribution of \$70,000 per year starting in 2023 to This Old Horse. The purpose is to fund aftercare of Standardbred race horses. This amount of money will be paid quarterly in the sum of \$17,500.

Running Aces will continue to sponsor specific fundraising events and special programs with This Old Horse. These sponsorship contributions will be credited towards the annual commitment.

This agreement will be from 1.1.2023 until 12.31.2023.

This Old Horse will be using these funds to help training, stabling and rehoming Standardbred horses at their locations.

This Old Horse, Inc.  
19025 Coates Blvd., Hastings, MN 55033,  
UNITED STATES  
Tax ID: 45-4234611  
info@thisoldhorse.org; Website:  
[www.thisoldhorse.org](http://www.thisoldhorse.org)

Running Aces Casino, Hotel & Racetrack  
15201 Zurich St NE  
Columbus, MN 55025

IWP Representative: Nancy Turner

Signature: Nancy Turner Date 4/12/23

RA Representative: Taro Ito

Signature: Taro Ito Date 4/12/2023



## Grant Request for Proposals – Racehorse Aftercare

### Request for Proposal

The Minnesota Racing Commission is soliciting proposals from possible grantees for grant funds for facilities that provide racehorse aftercare. The deadline for grant applications is XXX

### Definition of Aftercare:

Aftercare is the care, retraining, and rehoming of a racehorse once the horse leaves the racetrack. An aftercare organization is an organization whose mission is provide rehabilitation, retraining, sanctuary and/or adoption of a racehorse. The organization adopts out horses using a set of criteria to ensure the best possible home is chosen for the transitioning racehorse, performs a background check of the individual, boarding facility (if applicable), and references. The organization has a rehoming policy succession plan, disaster preparedness plan, and other policies.

### Grant Overview

Thank you for your interest in applying for racehorse aftercare funds provided by the Minnesota Racing Commission (MRC). The MRC is dedicated to preserving and protecting the quality of life of racehorses once their racing careers have ended and assisting with finding a safe and productive post-racing career. The MRC allocates all racing-related money from fines to a special revenue fund dedicated exclusively to the aftercare of a retired racehorse. There is also some funding available from the Advanced Deposit Wagering (ADW) Breeders Fund fees account. The limited funds available dictate that the MRC reserve these funds for horses that have participated at racetracks in Minnesota or horses registered in the Minnesota Bred Breeders Fund program.

### Funding Availability

The MRC will award grants in a total dollar amount of up to \$200,000, and up to a maximum of up to ten applicants, to fund racehorse aftercare. The grants requested will only be considered for organizations with a need for at least \$5,000, but the amount granted can be more based on the applicant's qualifications and stated use of the funds. The amount of grants awarded by the MRC will depend on the number of applications received and the qualifications of the applicants.

Funding will be allocated by a competitive process. Qualifying applications will be reviewed by the MRC Racehorse Aftercare Committee and industry specialists with knowledge as it pertains to aftercare. The Grantees' applications will be evaluated to make sure that they meet the minimum requirements listed below and then scored according to the point scale outlined in "Selection Criteria and Weight", section below. The MRC expects to announce selected grantees in XXXX. If selected, a grantee may only incur eligible expenditures after the grant contract agreement is fully executed and the grant has reached its effective date.

### Minimum Requirements:

Applicants must meet the minimum requirements to be fully considered for an MRC racehorse aftercare grant. Applicants must:

- Be a current 501(c)(3) charitable organization or in the process of forming a 501(c)(3) organization and has provided information on the organization's governing board.



- Be currently accepting into your care and re-homing, rehabilitating, or retraining Thoroughbred, Quarter Horses or Standardbreds that have trained or raced at an MRC licensed racetrack within the last 3 years or broodmares registered in the Minnesota Bred Breeders Fund program.
- Provide official identifying information on the horses in your care that have been re-homed, rehabilitated, or retrained including: registered name, tattoo, microchip number, or other identifying features, date taken into your organization's care and exit date if applicable.
- Provide a detailed spreadsheet on how funds will be used, such as feed, bedding, veterinary care, farrier work, fencing, and facilities.
- Complete the attached application and providing all items on the checklist (Exhibit A)

**These requirements must be met by every applicant in order to be considered.**

### **Priorities**

The primary goal of this funding is to provide Minnesota's racehorses a future after the end of their racing career and to support the organizations ensuring that transition. Priority will be given to aftercare organizations located within the State of Minnesota and organizations that are rehoming horses that have recently (within the last three years) raced or trained at a track in Minnesota or broodmares registered in the Minnesota Bred Breeders Fund program.

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [Policy 08-02](#), establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

This grant will serve:

- Not-for-profit providers of Racehorse Aftercare organizations of retired Minnesota racing or training horses or broodmares.

Grant outcomes will:

- Make rehoming and repurposing retired racehorses more economically viable for non-profits.
- Encourage more organizations to participate in racehorse aftercare.
- Raise awareness in all communities about Minnesota Racing and equine athletes.
- Provide diverse populations access to experiences with retired racehorses
- Provide needed goods and services for Racehorse aftercare organizations such as feed, bedding, veterinary care, farrier work, fencing, and facilities improvement.

**Eligibility:** All applicants should meet the "Minimum Requirements", as defined above, in the section titled "Minimum Requirements".

### **Competitive Priorities**

Grant applicants with recently raced or trained Minnesota horses or broodmares that are actively retraining, rehabilitating or rehoming them will receive preference.

### **Collaboration**

No multi-organization collaboration is allowed.

### **Selection Criteria and Weight**

The MRC is in need of services to assist in the adoption, repurposing and retirement of horses that have raced in Minnesota. The MRC is authorized to use funds from the ADW Breeders Fund Fees account



(G05ADWB) and the Fines, adopt retire and repurpose fund (G05RARR) under Minn. Stat. §240.131 subd. 7(b) and Minn. Stat. § 240.22. The MRC is empowered to enter into these grants under the same provisions and is committed to diversity in grant making.



## Table of points:

Only those responses found to have met the minimum requirements defined above, will be scored, as follows:

The MRC Racehorse Aftercare committee will review each application on a 1000-point scale.

The factors and weighting on which responses will be evaluated are:

1. Existing Organizational Infrastructure **300 points**
  - Conditional Use Permit showing maximum number of horses on acreage.
  - Indoor and outdoor shelter for horses
  - Fenced paddock and pasture adequate for number of horses
  - Fresh water sources
  - Feeding program
  - Isolation area
  - Applicant's ability to administer the grant.
  - Officers and Staff
  - Geographic Location
  - Financial management capacity – accounting, timekeeping, funds management
2. Current Horse Inventory **150 points**
  - Completion of horse inventory sheet
  - Number of Minnesotahorses in the Breeder's Fund Program
  - Number of Minnesota raced or trained horses
  - Number of adoptable/retrainable horses
  - Number of non-adoptable horses
  - Number of recovering horses
3. Horse History **150 points**
  - Number of horses rehomed in last 3 years clearly identifying those rehomed in the past 12 months.
  - Grantee's need and program sustainability
4. Professional Services **50 points**
  - Veterinarians
  - Farriers
5. Equine Care Policies **150 points**
  - Deworming policy
  - Disaster Preparedness plan or policy
  - Euthanasia or deceased horse policy
  - Farrier/foot care policy
  - Isolation policy
  - Return to Organization policy
  - Stallion Castration
  - Succession Policy
  - Vaccination policy
6. Cost Detail **100 points**
  - Specific plans for funds received.
  - Amount of funds requested as standalone and percent of total budget.
  - Project approach
7. Marketing and Outreach **1000 points**
8. Preference Points for diverse applicants **60 points** (in addition to 1,000 available)



## Financial Review Process

All Non-Governmental Organizations (NGO's) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award made of \$25,000 and higher.

In order to comply with [Policy 08-06](#), Financial Review of Nongovernmental Organizations, please submit one of the following documents with your application, based on the following criteria:

- a. Grant applicants with annual income of under \$50,000, or who have not been in existence long enough to have a completed IRS Form 990 or audit should submit their most recent board-reviewed financial statements.
- b. Grant applicants with total annual revenue of \$50,000 or more and less than \$750,000 should submit their most recent IRS Form 990.
- c. Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

## Questions:

- d. Questions may be submitted by phone or email to Lynette Podritz at 651-925-3955 or [Lynette.podritz@state.mn.us](mailto:Lynette.podritz@state.mn.us).
- e. [All questions received with answers will be posted within two business days on the Minnesota Racing Commission website.](#)
- f. Please submit questions no later than 4:30 p.m. Central Time, on August 22, 2023.

## Application Content

Applicants must submit the following for the application to be considered complete:

- g. Exhibit A Annual Request for Racehorse Aftercare Funds with required attachments:
  - i. IRS Exemption Letter
  - ii. IRS form 990 (if applicable)
  - iii. Conditional Use Permit
  - iv. Organizational mission & vision statements
  - v. Current photos of the barns, stalls, outdoor shelters, paddocks and pastures,
  - vi. Facility lease/or board agreement (if applicable)
  - vii. Succession plan
  - viii. Annual Report (if available)
  - ix. List of Board Members and Officers with affiliations
  - x. List by year for the past three years of the horses taken into the Organization with horses taken in the past 12 months clearly identified.
  - xi. List by year for past 3 years of names of horses re-homed/adopted, returned, permanently retired to the Organization and euthanized or died ~~over the past 3 years~~. Horses in the past 12 months should be clearly identified.
  - xii. Completed Horse Inventory Form
  - xiii. Castration policy
  - xiv. Disaster preparedness plan or policy
  - xv. Deworming policy
  - xvi. Euthanasia or deceased horse policy
  - xvii. Farrier care policy
  - xviii. Isolation policy
  - xix. Return of Horse to Organization policy
  - xx. Vaccination policy



- h. Exhibit B Racehorse Aftercare Affidavit of non-collusion
- i. \*If the grant applicant is a nongovernmental organizations, please submit the applicable financial statements as required in [Policy 08-06](#)

Please do not submit any other materials. Unrequested materials will not be reviewed.

#### **Application Submission:**

**All applications must be received no later than 4:30 p.m. Central Time, on September 7, 2023.** Late applications will not be considered. The applicant will incur all costs incurred in applying to this RFP.

Applications may be submitted electronically via email to the email address listed below; in person, by fax, or by postal mail (note the applications must be received by the due date) and be sent to the address below:

Minnesota Racing Commission  
Attn: Lynette Podritz  
15201 Zurich St. Suite 212  
Columbus, MN 55448  
Email: [Lynette.podritz@state.mn.us](mailto:Lynette.podritz@state.mn.us)  
Fax: 651-925-3953

#### **Review Process and Timeline**

The review committee will evaluate all eligible and complete applications received by the deadline. The Racing Commission will review all committee recommendations and is responsible for award decisions. *The award decisions of the Minnesota Racing Commission are final and not subject to appeal.*

RFP posted on the Minnesota Racing Commission web site	08-07-2023
Questions due no later than 4:30 pm Central Time	08-22-2023
Applications due no later than 4:30 pm Central time	09-07-2023
Committee begins review of applications	09-14-2023
Committee recommendations submitted to commissioner for review	09-21-2023
Selected grantees announced; grant agreement negotiations begin	10-23-2023
Work plans approved and grant begins	11-06-2023

#### **Conflicts of Interest**

State grant policy requires that steps and procedures are in place to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. §16B.98 Subd. 2-3](#) and [08-01 Conflict of Interest in State Grant-Making Policy effective date 1/1/21](#).

Organizational conflicts of interest occur when:

- j. a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the agency due to competing duties or loyalties
- k. a grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is in question or disclosed, the applicants or grantees will be notified and actions may be pursued, including but not limited to, revising the grant work plan or grantee duties to mitigate the risk, requesting the grant applicant to submit an organizational conflict of interest mitigation plan, disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.





## Public Data

Per [Minn. Stat. § 13.599](#)

- l. Names and addresses of grant applicants and amount requested will be public data once proposal responses are opened.
- m. All remaining data in proposal responses (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, when all grant contract agreements have been fully executed.
- n. All data created or maintained by the MRC as part of the evaluation process (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, when all grant contract agreements have been fully executed.

## Grant Provisions

The grant funds must be used consistently with the purpose of these grants. This includes but is not limited to expenses such as: feed, bedding, veterinary care, farrier work, fencing, and improvement to the facilities of Racehorse Aftercare non-profit organizations. Expenses must be consistent with Minn. Stat. §240.131 subd. 7(b). and Minn. Stat. § 240.22

Ineligible expenses include but are not limited to:

- o. Fundraising
- p. Taxes, except sales tax on goods and services
- q. Lobbyists, political contributions
- r. Bad debts, late payment fees, finance charges, or contingency funds
- s. Parking or traffic violations
- t. Out of state transportation and travel expenses. Minnesota will be considered the home state for determining whether travel is out of state.

## Accountability and Reporting

The grantee will provide written documentation at the end of the grant period on how awarded grant funds were used.

## Grant Payments

Per [Policy 08-08](#) reimbursement is the preferred method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless MRC has given the grantee a written extension.

## Grant Monitoring

[Minn. Stat. §16B.97](#) and [Policy 08-10](#) Grant Monitoring require the following:

- u. One monitoring visit during the grant period on all state grants of \$50,000 and higher
- v. Annual monitoring visits during the grant period on all grants of \$250,000 and higher
- w. Conducting a financial reconciliation of grantee's expenditures at least once during the grant period on grants of \$50,000 and higher. For this purpose, the grantee must make expense receipts, employee timesheets, invoices, and any other supporting documents available upon request by the State.

The monitoring schedule will be: There will be a single visit from MRC staff after providing the grantee at least 24 hours' notice in writing. If the MRC staff deems additional visits are necessary after the first visit, they may do so with at least 24 hours written notice. Written notices may be delivered electronically.

## Grantee Bidding Requirements

Any grant-funded services and/or materials that are expected to cost:

- i. \$100,000 or more must undergo a formal notice and bidding process.
- ii. Between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids, or may be awarded to a targeted vendor.
- iii. Between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids.

For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>



### **Audits**

Per [Minn. Stat. §16B.98](#) Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant contract agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

### **Affirmative Action and Non-Discrimination requirements for all Grantees:**

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. §363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#)
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

### **Voter Registration Requirement:**

The grantee will comply with [Minn. Stat. §201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

### **Contact Information: For more information about this RFP, contact:**

Minnesota Racing Commission  
Attn: Lynette Podritz  
15201 Zurich St. Suite 212  
Columbus, MN 55448  
Email: [lynette.podritz@state.mn.us](mailto:lynette.podritz@state.mn.us)  
Phone: 651-925-3955  
Fax: 651-925-3953



## **Attachments**

- x. Exhibit A Racehorse Aftercare Grant Application Project Description
- y. Exhibit B Racehorse Aftercare Grant Affidavit of non-collusion
- z. Exhibit C Grant contract agreement template for Racehorse Aftercare Grant



## Annual Request for Racehorse Aftercare Funds

Date of Application: \_\_\_\_\_

### Section 1: Organization Information

Name of Organization

Legal name, if different

Physical Address

City, State, Zip

Employer Identification Number (EIN)

Phone

Fax

Website

Name of President/ Exec Dir.

Title

Phone

E-mail

Name of contact person regarding this application

Title

Phone

E-mail

Name of contact person regarding this application (who will act as the Grantee Authorized Representative)  
Title

Phone

E-mail

Is your organization an IRS 501(c)(3) not-for-profit?    Yes    No

If yes please include your organization's IRS exemption letter

Do any state, federal or other accrediting bodies accredit your organization? If yes provide details \_\_\_\_\_ Yes    \_\_\_\_\_ No  
**Please attach your organization's vision and mission statements.**

Total number of full-time employees:

Total number of part-time employees:

Total number of Board Members:

Total Number of Volunteers:

## Annual Request for Racehorse Aftercare Funds

Section 2: Budget	
-------------------	--

Total annual organization budget: \$

Dollar amount requested : \$

Dollar amount requested as a percentage of total budget \$

Current Year Estimated Expenditures: \$

Previous Year Actual Expenditures: \$

List your organization's major sources of funding, both current and past by year for the last 5 years or less (if applicable):

List each grant you received within the past 24 months, including amount, purpose, and granting agency:

## Annual Request for Racehorse Aftercare Funds

### Section 3: Proposal Information

**Narrative: (Include the funding amount you are requesting)**

Please describe the purpose of the funding request, including a specific description of how funds will be used and how many horses will be helped by the funds. Include details such as photos and estimated costs of any items being purchased with the funds. Please attach additional page(s) as needed.

### Section 4: Equine Information

Please complete the horse inventory spreadsheet and answer the questions below.

Total number of horses currently cared for at your organization:

Number of horses (by breed) taken in by your organization in the last **three (3) years**.

Total number of Minnesota-**raced or trained** horses:

Number of Minnesota horses in the Breeder's Fund Program:

Current number of **adoptable/suitable for retraining** horses:

Current number of **permanent resident/non-adoptable**:

Current number of **recovering** horses:

Clearly identify those taken in within the past 12 months.

**Thoroughbred:**

**Quarter Horse:**

**Standardbred:**

**Other:**

Number re-homed/adopted in the past 3 years, clearly identifying those in the past 12 months.



## Annual Request for Racehorse Aftercare Funds

Number of horses retrained (this means trained under saddle or in harness) in the 12 months:

Number returned to you in the past 12 months:

Number permanently retired to the organization in the past 12 months:

Number euthanized or died in the past 12 months:

---

## Annual Request for Racehorse Aftercare Funds

### Breed specific questions:

#### Standardbreds

1. What are the types of injuries and or behavioral issues seen in retiring Standardbreds this year?
2. Have you applied for any grants or financial support from organizations supporting the Standardbred breed such as the Standardbred Transition Alliance and Support Our Standardbreds?
3. Please detail the specific programs and/or marketing efforts for Standardbreds in your program.

#### Quarter Horses

1. What are the types of injuries and or behavioral issues seen in retiring Quarter Horses this year?
2. What disciplines does your organization retrain racing Quarter Horses for?
3. Please detail the specific programs and/or marketing efforts for Quarter Horses in your program.

## Annual Request for Racehorse Aftercare Funds

### Section 5: Facility Information

**Property Description:**

Please include a description of the property and include **CURRENT** photos of the facility used for the horses listed in the funding request. Please also include answers to the following questions in your response. **Please include this information as an attachment.**

What is the maximum capacity of horses allowed on the property per the conditional use permit (if applicable)?

What is the total available acreage to which horses have access? Please include acreage for horse use only, not total acreage.

Describe number and type of paddocks/pastures/holding enclosures (size and material used):

Do you (check all that apply):    Own Facility ☐    Lease Facility ☐    Use Foster Homes ☐

- **If leasing, provide a copy of the lease and/or boarding agreement.**

If you utilize foster homes, how many homes do you have?

Where are the foster homes located? Include the complete address and provide this information as an attachment.

## Annual Request for Racehorse Aftercare Funds

Describe the available sources of shelter for horses at the facility:

Describe the available sources of fresh water for horses at the facility:

Describe your feeding program (hay, pasture, grain etc.):

### Section 6: Equine Care

Do you have written plans for the following and if yes, please attach where applicable

Castration plan      yes no

Condition Use Permit yes no

Deworming yes no

Disaster Preparedness (e.g.. fire, loose horse, tornado)    yes    no

Euthanasia or death of a horse in your care yes    no

Farrier or foot care    yes no

Isolation of newly arrived or ill horses    yes no

Return to organization policy    yes    no

Succession plan (in case of death or unforeseen circumstances whereby the organization can no longer operate?) yes no

Vaccination policy yes no

## Annual Request for Racehorse Aftercare Funds

Please list the names and contact information for the following:

### Veterinarians that treat horses at your facility:

Name:

Phone:

Email:

Malpractice Insurance Current? ☐ Yes ☐ No

Name:

Phone:

Email:

Malpractice Insurance Current? ☐ Yes ☐ No

### Farriers that provide services at your facility:

Name:

Phone:

Name:

Phone:

### Section 7: Attachments

Please ensure you have attached the following requested items:

- ☐ \*If the grant applicant is a nongovernmental organizations, please submit the applicable financial statements as required in [Policy 08-06](#)
- ☐ IRS Exemption Letter
- ☐ Organization vision and mission statements
- ☐ Annual Report (if available)
- ☐ List of Board Members and Officers with Affiliations
- ☐ Current photos of the facility
- ☐ Facility lease/or board agreement (if applicable)
- ☐ Locations of foster homes (if, applicable)
- ☐ Policies for castration, disaster preparedness, deworming, euthanasia or death of a horse, farrier care, isolation of newly arrived or sick horses, return to facility, succession and vaccination.
- ☐ List, including the names, of horses re-homed/adopted, returned, permanently retired to the Organization and euthanized over the past 3 years. Horses within the past 12 months should be specifically identified.
- ☐ List of horses taken in by the Organization within the past 3 years with

## Annual Request for Racehorse Aftercare Funds

horses arriving within the past 12 months specifically identified.

☐ Horse inventory sheet

## Annual Request for Racehorse Aftercare Funds

### Section 8: Outreach

Please provide your website address:

If you have social media such as Facebook, Twitter, Instagram, LinkedIn, Tiktok, or others, please list their handles:

Please detail your organization's communication efforts such as flyers, brochures, text messages, or email blasts.

Please provide your organization's calendar of events and events plan.

Do you offer any community outreach and/or education programs? If so, please explain.

## Annual Request for Racehorse Aftercare Funds

<b>Section 9: Authorization</b>
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I hereby verify that the information provided is accurate to the best of my knowledge.

Printed Name and title President or Exec. Director:

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**Signature:**

**Date:**

---



## Exhibit B

### Affidavit of Non-collusion

#### State of Minnesota Request for Proposals

**Instructions:** Please return your completed form as part of the Response submittal.

**I swear (or affirm) under the penalty of perjury:**

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the Annual Request for Racehorse Aftercare Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

#### Authorized Signature

---

Responder's firm  
name:

[Click here to enter text.](#)

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Print authorized  
representative name:

[Click here to enter text.](#)

Title: [Click here to enter text.](#)

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Authorized  
signature:

Date

(mm/dd/yyyy): [Click here to enter a date.](#)

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#### Notary Public

Subscribed and sworn to before me this:

day

,

of

\_\_\_\_\_

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
Commission expires (mm/dd/yyyy)

## STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Minnesota Racing Commission. ("STATE") and GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS ("GRANTEE").

### Recitals

1. Under Minn. Stat. Minn. Stat. § 240.22 and §240.131 subd. 7(b) the State is empowered to enter into this grant contract agreement.
2. The State is in need of racehorse adoption, retirement and repurposing by providing funds to non-profit organizations who agree to provide these benefits to Minnesota racehorses and are otherwise qualified.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

### Grant Contract Agreement

#### 1 Term of Grant Contract Agreement

##### 1.1 **Effective date:**

[SPELL OUT FULL DATE (e.g., July 1, 2020)], Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

##### 1.2 **Expiration date:**

[SPELL OUT FULL DATE (e.g., June 30, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

- a. Use the funds provided by the State solely for the humane support of racehorse adoption, retirement or repurposing as specifically described in the Annual Request for Funds, which is attached hereto and incorporated into this agreement by reference.
- b. Permit the State or its designees to audit, inspect and review its facilities, operations, or records upon request; and
- c. Provide a detailed report to the State prior to the Expiration date describing how the funds were used to benefit racehorses.

#### 3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

## 4 Consideration and Payment

### 4.1 **Consideration.**

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

#### (a) **Compensation**

The Grantee will be paid \$XX,000 upon providing an invoice following final execution of this agreement by all parties.

#### (b) **Unexpended Funds**

Grantee must promptly return to the MRC any unexpended funds that have not been accounted for in the final report to the MRC due at expiration of this agreement.

#### (c) **Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$ 0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### (d) **Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$XX,000.

### 4.2 **Payment**

#### (a) **Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

#### (b) **Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

### 4.3 **Contracting and Bidding Requirements**

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
  - b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
  - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
  - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
  - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

## 5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representative

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL], or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

### 7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

#### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

#### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

#### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

### **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

### **9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

### **10 Government Data Practices and Intellectual Property Rights**

#### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

#### **10.2 Intellectual Property Rights**

**10.3 Definitions.** For the purpose of this Section, the following words and phrases have the assigned definitions:

- (a) "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.
- (b) "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.
- (c) "Works" means all inventions, improvements, discoveries (whether or not patentable), databases,



computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

- 10.4 **Ownership.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.
- 10.5 **Pre-existing Intellectual Property.** Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.
- 10.6 **Obligations.**
- (a) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (b) **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- (c) **Indemnification.** Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 *Publicity***

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 *Endorsement***

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 *Termination by the State***

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 *Termination for Cause***

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 *Termination for Insufficient Funding***

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

Agency

Grantee

or

State's Authorized Representative