



REHOMING POLICIES

EQUI-KIDS Therapeutic Riding Program ensures the safety and well-being of its equine partners. EQUI-KIDS will do its best to allow equines to remain at the center for their lifetime unless a better solution can be found and is overseen by members of the Equine Senior Management Team. EQUI-KIDS will only consider rehoming an equine under the following circumstances:

- Equine is ready to retire and a proper retirement home will be found to ensure the continued well-being of the equine only if EQUI-KIDS is not able to provide a long-term retirement solution at the center.
- Equine has been deemed inappropriate for services secondary to equine not being appropriate for EAAT services, behavior or medical reasons.

The policies are as follows:

- Equines may be returned to their owners, provided they are being returned to a safe, healthy, and secure environment.
- EQUI-KIDS makes every effort to rehome equines to known parties who have an existing relationship with the organization or staff members.
- EQUI-KIDS will obtain at least three (3) references from the interested party, including, but not limited to, veterinarians, farriers, and personal contacts.
- Interested parties in purchasing or adopting an equine must visit the center and be observed with an equine by a member of the Equine Senior Management Team.
- A member of the senior equine management staff will conduct a site visit of the purchaser or adopter's facility prior to moving forward with a bill of sale or adoption agreement.
- EQUI-KIDS will take into consideration the distance from our center to the purchaser/adopter's residence to ensure site visits can be completed.
- Purchasers or adopters must complete a bill of sale or adoption agreement.
- Equines from the EQUI-KIDS Therapeutic Riding Program will not be sold or adopted by first-time horse owners.
- EQUI-KIDS requires that equines being sold or adopted will go to a location with other equines to ensure the social well-being of the equine.
- Should an individual or organization wish to resell or adopt out equine, EQUI-KIDS requests the first right of refusal to take back possession of the equine.
- Any individual or organization in possession of the equine as of the date of the adoption or sale agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.
- EQUI-KIDS will consider humanely euthanizing an equine in cases where an equine is unsound, ill, or cannot be treated to relieve pain or suffering.
- The transfer of ownership will take place upon completion of the bill of sale/transfer of ownership agreement.

Equine Transfer of Ownership Agreement

FOR GOOD AND VALUABLE CONSIDERATION, including the sum of \$amount, the receipt and sufficiency of which is hereby acknowledged by EQUI-KIDS Therapeutic Riding Program at 2626 Heritage Park Drive, Virginia Beach, Virginia 23456 (hereinafter "Seller"), Seller acknowledges the sale and transfer to Buyer/Adopter (hereinafter "Buyer/Adopter"), of insert address of buyer/adopter, of all title and ownership rights to a certain equine known as Name of Equine ("Equine"), more particularly described as follows:

AGE: Insert photo of equine
COLOR:
SEX:
HEIGHT:
BREED:
WEIGHT:
MARKINGS:

1. Buyer/Adopter has had the opportunity to conduct a Pre-Purchase Exam on the Equine.
2. Seller makes no warranties or guarantees whatsoever as to the soundness, suitability, health or usefulness of the Equine. Seller makes no warranties, either express or implied, including but not limited to any implied warranty of merchantability or fitness for any purpose. The purchase of the Equine is subject to the terms and conditions of an "as is" sale.
3. Buyer/Adopter states that he/she is not a kill buyer or buyer who purchases the Equine with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Equine to any auction or sale program or facility wherein the Equine may be purchased for slaughter and/or meat. In the event that Buyer breaches this clause, Buyer agrees to pay to Seller the amount of (\$_____) dollars (the "Damages").
4. Buyer/Adopter agrees not to breed equine under any circumstances.
5. Buyer/Adopter agrees to allow Seller to schedule wellness check visits.
6. Buyer/Adopter agrees to provide Seller updates to include photos and veterinarian records for a period of up to three years or more at the Seller's discretion.
7. Buyer/Adopter agrees to notify the Seller of the name, address, and telephone number of any individual or organization intending to take possession of the equine for any reason prior to the equine being placed into the possession of such individual or organization as of the date of this agreement and any time thereafter should the Buyer/Adopter decide to re-home the equine.

Equine Transfer of Ownership Agreement

8. Buyer/Adopter agrees that should the Buyer/Adopter decide to re-home the equine, original Seller must grant approval of any individual or organization intending to take possession of the equine for any reason prior to the equine being placed into the possession of such individual or organization as of the date of this agreement and any time thereafter, including being provided written notification of the name, address, and telephone number of any individual or organization intending to take possession of the equine for any reason as of the date of this agreement and any time thereafter.
9. Buyer/Adopter agrees to give Seller the first right of refusal to purchase the Equine if Buyer/Adopter offers the Equine for sale at any time in the future. Buyer/Adopter agrees to notify Seller of Buyer's/Adopter's intent to sell and the Seller shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Equine.
10. In the event that Buyer/Adopter breaches this clause, Buyer/Adopter agrees to pay to Seller the amount of _____ (\$____) dollars (the "Damages").
11. If Seller declines the right of first refusal, Buyer/Adopter agrees to require the following two agreements from any other Buyers/Adopters as a condition on any future sale of the Equine:
 - a) Buyer/Adopter agrees to give _____ of _____ (the "Original Owner") the right of first refusal to purchase the Equine if Buyer offers the Equine for sale at any time in the future. Buyer agrees to notify the Original Owner of Buyer's intent to sell the Equine. Original Owner shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Equine. In the event that Buyer breaches this clause, Buyer agrees to pay to Original Owner the amount equivalent to the Purchase Price of the Equine, as damages. (the "Damages"). "
 - b) Buyer states that he/she is not a kill buyer or buyer who purchases the Equine with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Equine to any auction or sale program or facility wherein the Equine may be purchased for slaughter and/or meat. In the event that Buyer breaches this clause, Buyer agrees to pay to Original Owner the amount equivalent to the Purchase Price of the Equine, as damages (the "Damages").
12. Seller agrees to take back equine free of charge should the Buyer/Adopter elect to return the equine.

Equine Transfer of Ownership Agreement

This Sales Agreement shall bind and inure to the benefit of the Seller and Buyer/Adopter/ and their respective successors and assigns and legal or personal representatives. This constitutes the entire agreement of the parties.

This Sales Agreement shall be governed and construed and interpreted under the laws of _____(State). Any terms or clause in this contract which may be deemed unenforceable shall not render the whole and entirety of the contract unenforceable and invalid.

This Sales Agreement has been duly executed, signed and sealed by the Seller and Buyer/Adopter on this _____ day of _____, 20__.

SELLER:

EQUI-KIDS Therapeutic Riding Program

By

Its:

BUYER/ADOPTER:

Buyer/Adopter Name

Buyer/Adopter Signature