

HANDS & HEARTS FOR HORSES, INC. ADOPTION AGREEMENT

This Adoption Agreement is made and entered into as of the last date listed below, by and between Hands & Hearts for Horses, Inc. (hereinafter “HHH”) and the person signing below (hereinafter “Adopter”)

For valuable consideration as hereinafter described, the parties agree as follows:

Adopted Horse. Adopter hereby adopts the horse identified in this Paragraph subject to all the terms and conditions of this Agreement.

Horse Name: _____ Adopter: _____

Age of Horse: _____ Mare Gelding (Circle One) Color of Horse: _____

Markings: _____

Tattoo/Registration Number: _____

1. **Adoption Fee.** Adopter shall pay HHH no adoption fee in association with the adoption outlined in this Agreement.
2. **Title, Liability and Risk of Loss.** Title, Risk of Loss and Liability with respect to the Adopted Horse shall pass to the Adopter upon receiving physical possession of the Adopted Horse at the premises of HHH and upon accepting possession thereof, or through its transportation agent. Adopter does hereby indemnify and hold harmless HHH with respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, its reasonable attorney’s fees incurred in connection with the response to or defense of, any such claim. Adopter shall be solely responsible for transportation and costs thereof for removal of the Adopted Horse from HHH’s premises.
3. **Trial Period, Right of Return.** Adopter shall be granted a period of thirty (30) days following the receipt of physical possession of the Adopted Horse by the Adopter to determine suitability of the Adopted Horse (“Trial Period”). Adopter has the option to request a Trial Period extension to a total of sixty (60) days per approval by HHH. If the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to HHH as follows:
 - (i) Notice of the intent to return the Adopted Horse must be received in writing by HHH within the Trial Period.
 - (ii) If Adopter elects to return the Adopted Horse, Adopter shall be solely responsible for arranging and paying for all transportation costs incurred for return of the Adopted Horse to HHH.
4. **Reporting/Inspection Term of Agreement.** The parties hereby agree that the (“Probation Period”) for purposes of Adopter Reports and Inspection, the inspection and reporting term shall be for a period of 90 days from the date of the execution of this Agreement. During the Probation Period of this Agreement Adopter agrees:
 - (i) Adopter expressly authorizes HHH representative to inspect the Adopted Horse at any time, at any location, including but not limited to any private stable location.

- (ii) If the Adopter is not in compliance with or violates any terms in this Agreement, the Adopted Horse return to the possession of HHH immediately.
- 5. **Prohibited Acts/Sale of Horse.** Any individual or organization in possession of the equine as of the date of the 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. The Adopter agrees to pay to HHH liquidated damages, attorney fees and costs in the amount of \$10,000 to HHH *for any violation of this provision and ANY Provisions in the entirety of this Agreement.*
 - (i) Adopter expressly agrees that the Adopted Horse shall not be bred or raced.
 - (ii) Adopter shall NOT have the right to sell, give away or have any interest in thereof transferred of the Adopted Horse for the remainder of the horse's life to a third party except under these conditions:
 - i. Written notice of proposed sale is immediately provided to HHH which contains the terms and conditions of a bonafide third party offer ("Offer") and HHH shall have the right, but not the obligation, to purchase the Horse at the same price as the Offer ("Right of First Refusal").
 - ii. HHH upon receiving the above notice declines its Right of First Refusal.
- 6. **General Care Required.** Named horse must maintain weight and condition as described by the Henneke Scoring System between Moderate (5) and Fleshy (7). This will vary depending on the level of exercise the horse is receiving. If horse falls below a scale (5), Adopter is required to furnish to HHH a vet certification as to why and what is being done to correct horse's condition. No horse shall be worked below a scale (5). Said horse must have free access to fresh water, hay and/or pasture at all times as well as salt/mineral supplements and a feed schedule of grain provided to the needs of said horse. At minimum, a three-sided shelter w/roof must be available at all times. Adequate fencing (approved by HHH) and a companion animal is preferred to also be provided. Prior to horse leaving HHH, HHH will have a 48-hour grace period in which to re-verify boarding and/or home arrangements comply. Should Adopter violate any of the above provisions, the horse shall be returned to HHH immediately.
- 7. **Health Care Required.** Yearly vaccinations are required: Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases are mandatory. Dental Care is the responsibility of the Adopter. Teeth must be kept in good condition and checked by an equine dentist or veterinarian a minimum of one time per year. The Adopter is responsible for getting teeth checked and floated if necessary. Named horse must be kept on a regular deworming program. Proper hoof care is required to be done as often as necessary to maintain sound hooves. Should Adopter fail to abide by the above requirements, the horses shall be returned to HHH immediately.
- 8. **Illness or Injury and Care:** The Adopter agrees to provide recommended veterinary care for illness and/or injury at Adopter's expense, according to the horse's needs and/or according to the requirements of _____ County ordinance and/or the laws of the State of _____. If unsoundness/lameness is an issue, horse must be examined by a veterinarian in Adopter's State. Should Adopter fail to abide

by this requirement, upon notice by HHH, the horse shall be returned to HHH immediately.

9. The Adopter agrees in advance that HHH has the right to obtain all veterinary records directly from any veterinarian treating the horse, and the *execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to HHH of all veterinary records maintained.*
10. The Adopter agrees that the named horse will reside at: Boarding or Residence (Circle One)

Farm name: _____

Address: _____

Telephone: _____ Business Hours: _____
(List full stable address above)

11. REFERENCES:

Vet Name: _____ Phone Number: _____

Fax Number: _____ Email: _____

Farrier Name: _____ Phone Number: _____

12. Agreement Violations.
13. **Warranties and Disclaimers.** HHH hereby warrants and represents that it is the owner of the Adopted Horse and has full right and title thereto for purposes of entering into the terms of this Agreement. Adopter warrants and represent that all information contained in the Adoption Contract is true, correct and complete. HHH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE, OR ANY OTHER EVENT, COVENANT, CONDITION OR OCCURRENCE, INCLUDING WITHOUT LIMITATION, THE TEMPERMENT OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING. ALL SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN “AS IS” AND “WITH ALL FAULTS” BASIS. ADOPTER ACKNOWLEDGES THAT HHH MADE NO ORAL REPRESENTATIONS OR WARRANTIES.
- (i) See attached medical history of Adopted Horse.

WARNING

UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICAL CODE OF GEORGIA ANNOTATED.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below written:

HANDS & HEARTS FOR HORSES, INC.

Susanne Shin, Executive Director

Date _____

“ADOPTER”

Signature

Date _____

Print Name

Address City State Zip

Phone: _____ Email: _____

“ADOPTED HORSE”

Name: _____ Tattoo/Registration Number: _____

Color/Markings: _____

Sex: _____ DOB/Age: _____