



Adoption agreement:

This Adoption Agreement is made and entered into as of the date listed below, by and between Bergen County Horse Rescue, a NJ not-for-profit corporation (hereinafter "BCHR") and the person signing below (hereinafter "Adopter")

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

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

Tattoo or Registration Number if applicable: _____.

2. Adoption Fee. Adopter shall pay BCHR a one-time "Adoption Fee" of \$_____, which sum shall be due and payable upon execution of this Agreement by both parties hereto.

3. 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 BCHR and upon accepting possession thereof, or through its transportation agent. Adopter does hereby indemnify and hold harmless BCHR 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 transportation of the Adopted Horse from BCHR's premises and for obtaining a valid health certificate prior to such transport.

4. Trial Period, Right of Return. Adopter shall be granted a period of sixty (60) days following the receipt of physical possession of the Adopted Horse by the Adopter to determine suitability of the Adopted Horse ("Trial Period"). If the Adopted Horse is unsuitable to the Adopter for any reason the Adopter shall return the Adopted Horse to BCHR as follows:

(a) Notice of the intent to return the Adopted Horse must be received in writing by BCHR within the Trial Period.

(b) 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 BCHR.

(c) The Adopted Horse must be returned in the same or better condition it was received, including but not limited to weight, condition, vaccination/deworming/shoeing status.

(d) If Adopter complies with Section 4(a) through (c), BCHR shall provide the Adopter a refund of the cost of the adoption. If Adopter returns the Adopted Horse but fails to comply with Section 4(a) through (c), the Adoption Fee or Adoption fee shall be forfeited by Adopter.

(e) BCHR will notify the Adopter once there is a space available for the Adopted Horse to be returned. Under no circumstances shall an Adopted Horse be dropped off without notice/prior approval of BCHR in order that BCHR may have a stall available. We will make room for any horse in need of return.

(f) BCHR is willing to take back any horse for any reason at any time. NO horse may be sold on Craig's List or other such site, be sold to a riding facility or sent off to slaughter.

(g) 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.

5. Boarding Agreement. Prior to removal of the Adopted Horse from the BCHR premises, Adopter shall provide BCHR with a written document signed by an agent of the facility to which the Adopted Horse is being transported and will be boarded. The Boarding Agreement shall include the contact person, physical address and phone number of the boarding facility. If the horse is to be maintained on the owner's property, documents shall be provided showing that the property is approved by the town to house horses. In both cases, the Adopter gives BCHR the right to visit and inspect the property before allowing the horse to leave BCHR.

6. Reporting/Inspection Term of Agreement. The parties hereby agree that for purposes of adoption, inspection shall be allowed for a period of 12 months from the date of execution of this Agreement. The Adopter agrees to provide updates on the horse and shall allow BCHR to inquire about the horse. Adopter expressly authorizes BCHR representatives to inspect the Adopted Horse at any time, at any location, including but not limited to, any private stable location.

7. Prohibited Acts/Sale of Horse. Adopter expressly agrees that the Adopted Horse shall not be placed in training as a racehorse, entered into a race, be offered for sale at public auction, be sold directly or indirectly for the purpose of slaughter, or be used as a means of transportation on any public roadway. Adopter shall NOT have the right to give the Adopted Horse to a third party except under these conditions:

(a) Written Notice of a proposed rehoming is provided to BCHR including name, address, phone number and boarding facility information.

(b) BCHR upon receiving the above information has the right to review and/or refuse the transfer of the horse.

(c) If BCHR refuses the transfer, BCHR will take possession of the horse.

8. Standard of Care. In caring for the Adopted Horse, Adopter shall provide all necessary shots, worming as well as all needed veterinary care for the horse. The horse shall be seen by a farrier, and be provided with proper nutrition and shelter.

9. Microchip. Adopted horse is microchipped under BCHR and shall always remain microchipped under BCHR. Adopter shall not change, remove or alter the microchip in any form, including re-registering the microchip under a new name.

10. Limited Option of BCHR to Void Adoption Agreement. It is expressly agreed that BCHR shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, for any reason, whereupon all right title and interest in the Adopted Horse shall immediately revert to BCHR which may immediately retake possession of the Adopted Horse without further legal action and without further legal recourse by Adopter and with no refund of any Adoption Fee. Adopter further expressly agrees that BCHR shall be entitled to immediate injunctive relief in order to enforce the terms of this paragraph by virtue of there being no other adequate legal remedy for such enforcement. In the event of the exercise by BCHR of its rights under this paragraph, Adopter shall be obligated to pay all costs incurred by BCHR in enforcing this paragraph, including, but not limited to, its reasonable attorneys fees.

(a) If BCHR in its sole discretion determines that Adopter is not in compliance with this Agreement or that the Adopted Horse is in an unsatisfactory condition or environment, BCHR shall have the right, but not the obligation, to terminate this Agreement; terminate all interest and rights of possession that Adopter or its assignees may have in the Adopted Horse; and take possession of the Adopted Horse.

(b) If BCHR reclaims possession of the Adopted Horse, the following shall apply; no court order shall be required for BCHR to enter upon the facility in which the Adopted Horse is kept and to reclaim possession of the Adopted Horse; Adopter agrees to indemnify, release and hold harmless BCHR from any and all liability or claims associated with any expenses (including, without limitation; board, veterinary fees, farrier charges, transportation fees) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to BCHR. Adopter further agrees to indemnify, hold harmless and release BCHR from any and all liability or claims associated with BCHR's exercising its rights to reclaim the Adopted Horse; Adopter shall not be entitled to the return of the Adoption Fee.

11. Warranties and Disclaimers. BCHR 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 represents that all information contained in the Adoption Application is true, correct and complete. BCHR 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 OF SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. ADOPTER ACKNOWLEDGES THAT BCHR MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

12. **Penalty.** Should Adopter default or breach the terms of this Agreement, Adopter shall be obligated to pay \$5,000 to BCHR in damages.

13. **Choice of Law, Venue and Warning.** This Agreement shall be governed and construed according to the laws of New Jersey, and to the jurisdiction of New Jersey courts. This Agreement shall be binding upon the parties.

WARNING

UNDER NEW JERSEY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

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

BY BCHR REPRESENTATIVE: _____ DATE: _____

SIGNATURE OF BCHR REPRESENTATIVE:

ADOPTEE NAME:

_____ DATE: _____

SIGNATURE OF ADOPTEE:

ADDRESS:

PHONE _____

EMAIL _____

DRIVER'S LICENSE #

ADOPTED HORSE NAME: _____

DESCRIPTION OF HORSE ____

TATTOO/ REG# IF ANY: _____

Contact Information:

This Equine Adoption Agreement above (the “Agreement”) is being entered into by (hereafter referred to as Adopter):

(Name) _____ of, (Street address) _____,

(City) _____, (State) _____, (Zip code) _____

Bergen County Horse Rescue and said Adopter acknowledge this agreement as of _____, 20____.

Veterinary Care:

Adopter agrees and understands that it is the Adopter’s responsibility to provide Lazarus with proper veterinary care and veterinary services.

Adopter’s veterinarian, identified as:

Dr. _____, with

_____ (Clinic),

at phone numbers (Office) _____, (Cell) _____

Farrier Care:

Adopter agrees and understands that it is Adopter ’s responsibility to provide Lazarus with proper hoof care and farrier services.

Adopter’s farrier is:

(Name) _____, at (Office)

(Cell) _____,

(Home) _____.