



**CHARLESTON AREA THERAPEUTIC RIDING  
EQUINE REHOME/ADOPTION/TRANSFER OF OWNERSHIP  
AGREEMENT**

This Agreement (the "Agreement") is being entered into

this \_\_\_\_\_ day of \_\_\_\_\_ (Month, Year) (the "Effective Date") by:

Seller/Agent Name: Charleston Area Therapeutic Riding, Inc.

Address: 2669 Hamilton Road, Johns Island, SC 29455 ("Seller")

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

Address: \_\_\_\_\_ ("Buyer")

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**EQUINE REHOMED/ADOPTED**

The Seller agrees to offer the following equine:

**NAME:**

**REGISTRATION NUMBER:**

**SEX:**

**DATE OF BIRTH:**

**COLOR/MARKINGS:**

**COMMENTS:**

**ADOPTION PRICE**

Buyer shall pay Seller \$ 0 ("Purchase Price") for the equine. The purchase price shall be paid in cash or other certified funds upon tender of delivery of the equine to the buyer. Seller shall tender possession of the equine to Buyer at the equine's location upon receipt of the purchase price from the Buyer. Upon transfer of possession of the equine, the Buyer assumes all risk of loss or injury to equine.

**RESALE/REHOMING**

If \_\_\_\_\_ (equine name) is sold, or ownership is transferred, \_\_\_\_\_ (buyer) will notify Charleston Area Therapeutic Riding, Inc. (seller) with the name, address, and telephone number of the new owner to which the equine may be transferred so that Charleston Area Therapeutic Riding, Inc. (seller) may monitor the whereabouts, health and safety of this equine. It is further agreed that any subsequent owner will complete a copy of the within Application and Agreement, and the subsequent owner shall be bound by the terms thereof.

**NO SLAUGHTER/NO AUCTION**

The undersigned agrees that this equine will only be transferred privately and will not be resold at any type of auction, to a known equine broker, feed lot or slaughter destination. In the event the undersigned fails to comply with the terms of this Application and Agreement, Charleston Area Therapeutic Riding, Inc. (seller) reserves the right to commence legal proceedings to recover the equine, and the undersigned shall be liable for all costs including damages, inclusive of attorney's fees, in connection with such legal proceeding.

**SELLER'S REPRESENTATIONS AND WARRANTIES**

The Seller makes no warranties whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The purchase of the equine is subject to the terms and conditions of an "as is" sale. It is further noted that the Seller is the sole owner of the equine and has authority to enter into this Agreement. There is no lien or encumbrance on the equine. Upon Seller's receipt of the purchase price, in full, seller shall provide buyer with equine's registration papers, if any, and all other documents necessary to transfer registration of the equine from the seller to the buyer.

**BREEDING**

The undersigned agrees that this equine will not be bred under any circumstances.

**GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the Charleston County, South Carolina. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Charleston County, South Carolina. The parties hereto consent to both venue and jurisdiction. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement, which contains the entire agreement between parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original; all of which together shall be deemed as one and the same instrument. No party may assign or transfer this Agreement without the prior written consent of the other party.

**SIGNATURES**

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

SELLER:

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

Name: \_\_\_\_\_ (printed)

BUYER:

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

Name: \_\_\_\_\_ (printed)

**REFERENCES:**

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

Relationship to Buyer: \_\_\_\_\_

Comments:

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

Relationship to Buyer: \_\_\_\_\_

Comments:

**EQUINE CARE PROFESSIONALS:**

Farrier: \_\_\_\_\_ Telephone: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Telephone: \_\_\_\_\_

