

Date:



Kentucky Equine Adoption Center Adoption Contract
P.O. Box 910124 Lexington, KY 40591
859-881-5849 www.kyeac.org email: info@kyeac.org

Equine's name and registration number:

Microchip #

Thank you for adopting your horse from the Kentucky Equine Adoption Center! You can give your horse a new lease on life, by providing love and care in its new home! Please keep us up to date with pictures and stories about how you are doing. We love to post these on our FB page and website! They can be emailed to info@kyeac.org.

Adopter:

Current Address:

City:

State:

Zip:

Home Phone:

Cell Phone:

Email:

This Agreement is entered into between **The Kentucky Equine Adoption Center, Inc.** (hereinafter "KyEAC"), a Kentucky nonprofit corporation, and (hereinafter "the Adopter"). Whereas, the Kentucky Equine Adoption Center, Inc. is the owner of the above-referenced equine, the Adopter agrees to adopt and take possession of the equine and agrees to the following terms and conditions:

1. During the first twelve months of possession, the named equine may only be transferred back to KyEAC. Full ownership is transferred after 12 months, providing requirements in #2 below are met. After transfer of ownership, equine may be sold, traded, or given away; however, equine may not be transferred to a horse broker, slaughterhouse, kill buyer or sold at auction. 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.
2. The equine may not be raced, bred, sold, given away or assigned by the Adopter, except as otherwise provided herein. At 6 months from the date of adoption, the Adopter, agrees to submit to info@kyeac.org a full body picture of the horse, taken from the side. At 12 months from adoption, the Adopter agrees to a veterinary inspection. A simple veterinary inspection form will be mailed to the Adopter approximately a month prior to that date. Provided that the veterinary report and photos are satisfactory, KyEAC will transfer full ownership via a transfer letter of the equine to Adopter at 12 months.
3. If Adopter transfers owner of the equine after the transfer of ownership from KyEAC to Adopter, Adopter agrees to notify KyEAC of the name, address, and contact information of the subsequent owner.
4. Transportation arrangements and cost are the responsibility of the Adopter at the time of placement and in the event of return or replacement.
5. If an equine must be returned to the Kentucky Equine Adoption Center, Inc. a current negative Coggins and health certificate is required and is the responsibility of the Adopter.

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Equine Adoption and Placement Agreement

Equine's name and registration number:

6. The adoption fee of \$ is nonrefundable. Payment shall be made before equine leaves the KyEAC. Payment may be made by cash, check, cashier's check, money order, or credit card. If a check is denied for lack of funds, a **\$45.00** fee will be charged, and the equine shall be returned in a timely manner to the Center at the adopter's sole cost and expense.
7. Within the first twelve months, if the Adopter changes the location of the equine, the Adopter must provide the KyEAC with the location within 30 days of said change. If the horse is transferred or sold to another party after 12 months, Adopter must provide KyEAC with the name and location of new owner.
8. The Adopter agrees that the named equine will reside at:
9. General description of said equine's physical condition and stable vices at time of placement:

HORSE CARE (#10 - #15)

10. **General Care required:** Adopter agrees to 1) maintain equine's weight and condition as described by the Henneke Scoring System between Moderate (5) and Flesh (7); 2) to provide the adopted equine with fresh water and salt/minerals, a minimum 12 X 10 stall or a 3-sided building that is 150 square feet per equine kept in the paddock or barn; 3) have at least one acre of pasture per large animal with at least 4' tall completely visible fencing for the adopted equine.
11. **Health Care required:** 1) Yearly vaccinations are required. Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends. 2) Dental Care is required, and teeth must be kept in good condition. 3) Equine must be kept on a regular de-worming program. 4) Proper hoof care is required to be done as often as necessary to maintain sound hooves.
12. **Illness or Injury and Care:** The Adopter agrees to provide recommended veterinary care for illness and/or injury according to the equine's need and/or according to the requirements of county ordinances and/or the laws of the **State of Kentucky**.
13. For the first 12 months, the Adopter agrees in advance that KyEAC has the right to obtain all veterinary records directly from any veterinarian treating the equine, and the execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to KyEAC of all veterinary records maintained.
14. The following requires notifying KyEAC within 24 hours: Death of the equine. (A statement from veterinarian stating the apparent cause of death must be forwarded to KyEAC); serious injury or illness that could be life threatening.
15. Should a life-threatening situation arise that requires euthanization, the equine may only be humanely euthanized by a licensed veterinarian.

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16. For the first 12 months, if the Adopter fails to comply with any of the conditions hereof or laws and regulations governing the care of equines, KyEAC, Inc. reserves the right to have the equine inspected by a veterinarian selected solely by KyEAC and/or exercise its right to retake possession of the equine.
17. For the first 12 months, the Adopter agrees to permit a representative of KyEAC to visit the stabling property and to return the equine to the program if KyEAC determines that the situation is undesirable for the well-being of the equine according to this contract.
18. No action taken by KyEAC shall constitute a waiver of its rights under this Agreement or applicable law, nor shall such action or inaction excuse the Adopter from performing his/her duties under this Agreement. The invalidity or unenforceability of any provision of this Agreement, or any portion of any provision, shall not affect the validity or enforceability of the remainder of the Agreement as a whole or any provision thereof.
19. This Agreement constitutes the entire Agreement between KyEAC and Adopter and supersedes any other prior or contemporaneous oral or written agreements or understandings. The terms of this Agreement may not be altered or amended except by written agreement by KyEAC and Adopter. This Agreement may not be assigned by Adopter and shall be binding upon the parties' respective heirs, successors, assigns, legal representatives and any of KyEAC's assignees. The Adopter hereby agrees to indemnify, defend, hold harmless, release and discharges the KyEAC, its Board, officers, employees and members from any and all obligations, liabilities, claims, fines, levies, losses or actions of any nature whatsoever, whether in contract, in tort or otherwise, including, without limitation, court costs, attorneys' fees, litigation expenses, related to, arising out of or in any way connected with a breach of this Agreement by Adopter and/or any damage or injury caused by Adopter or the equine.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. Any litigation in which KyEAC is a party concerning this Agreement or the equine must be filed in the State of Kentucky and the Adopter hereby consents to such venue and further consents to the jurisdiction of any state or federal court in the State of Kentucky.
21. *I UNDERSTAND THAT THERE ARE MANY RISKS INVOLVED IN RIDING, PARTICIPATING AND/OR BEING AROUND EQUINES. I ALSO UNDERSTAND THAT, DUE TO THEIR SIZE, THEY ARE POWERFUL AND INHERENTLY DANGEROUS. I FURTHER UNDERSTAND THAT ANYONE RIDING OR NEAR AN EQUINE IS AT RISK AT ALL TIMES AND CAN SUFFER BODILY INJURIES AND/OR PROPERTY DAMAGE. I ALSO AGREE THAT I WILL NOT HOLD THE KENTUCKY EQUINE ADOPTION CENTER, INC. OR AGENTS, EMPLOYEES, TRUSTEES, OR DIRECTORS RESPONSIBLE FOR ANY INJURIES OR DAMAGES IF I SHOULD BE INJURED OR HAVE DAMAGES RESULTING IN ANY WAY FROM THE ADOPTED EQUINE. I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADOPTION AND PLACEMENT AGREEMENT.*

_____ (Signature of Adopter)

_____ (Signature of Representative of KyEAC)

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KyEAC and Adopter Agree that this Agreement is effective on the following Date of Placement:
____/____/____

Happy trails to you! We hope you will enjoy your journey with your new horse!