



## SAFE Adoption Contract

This agreement is made as of this date \_\_\_\_\_ between Save A Forgotten Equine ( "SAFE") and \_\_\_\_\_ "Adopter").

IN CONSIDERATION of receipt of the horse named \_\_\_\_\_  
(color)\_\_\_\_\_ (age)\_\_\_\_\_ (gender)\_\_\_\_\_  
(microchip number) \_\_\_\_\_ ("the Horse"), and in further  
consideration of the sum of \$ \_\_\_\_\_ ("Adoption Fee"), the undersigned agrees to the  
following Terms of Adoption:

### TERMS OF ADOPTION

**1. TRIAL PERIOD:** SAFE and Adopter agree to a trial period of \_\_\_\_\_ days (standard is 30 days). This period may be extended, in writing, by mutual agreement of the parties. Adopter is responsible for any and all expenses (including veterinary and hoof care) required during the trial. Any expenses incurred by the Adopter during the trial are non-refundable. Transportation of the horse to and from the trial location is at the expense of the Adopter.

**2. NO BREEDING CLAUSE:** Under no circumstances may the Horse be bred. In the case of an accidental breeding, Adopter agrees to notify SAFE, and obtain veterinarian advice, at once. If a live foal results from any accidental breeding, Adopter agrees to donate \$500 to SAFE. This donation is in recognition of the foal's need for a home which in turn reduces the homes available for other horses in need of homes, and also as liquidated compensation for damage done to SAFE's reputation as a rescue organization by breeding of a rescued animal. Adopter agrees that any male horse resulting from an accidental breeding will be gelded. [\_\_\_\_ initial ]

### 3. RETURN OF HORSE / TRANSFER OF OWNERSHIP:

Adopter may transfer ownership of Horse under the following circumstances:

- Adopter must notify SAFE, in writing, of intent to transfer ownership of the Horse.
- Adopter must fully disclose history of the Horse, including behavior problems and/or injuries, to potential purchasers. Adopter must also notify all potential purchasers of annual follow-up visit requirement, and the requirement for the new owner to sign a contract with SAFE
- Purchaser of the Horse must meet the minimum requirements outlined in section 5 of this contract and agree to all other contract provisions.
- Prior to transfer of ownership, Adopter must inspect the location the Horse will be living to assure compliance with the requirements outlined in section 5 of this contract.
- Prior to transfer of ownership, new owner must contact SAFE to arrange signing a new contract with SAFE [\_\_\_\_ initial ]
- 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.

SAFE reserves the right to require the return of the horse, at Adopter's expense, rather than transfer of ownership.

**4. USE OF HORSE / TRAINING:** The Horse is to be used for pleasure or competition riding only, and may NOT be used in or for racing, rental, rodeo, and/or circus productions. The Horse may not participate in the "Omak Stampede" or competitions of a similar nature. **Regardless of type of use, adopter agrees not to work the Horse beyond its physical limitations at any time.**

Adopter acknowledge that SAFE is available to answer questions on the Horse's training and behavior throughout the life of the Horse. SAFE members will use their best judgment and experience in offering suggestions and/or referrals to professionals, but are limited by the information received and circumstances, nature and history of the Horse, make no warranties or guaranties, and have no liability for the suggestions and/or referrals offered.

**5. STANDARDS OF CARE:** Adopter will provide appropriate food, water, shelter, exercise, attention, training, protection and any medical care necessary for the Horse's welfare. The level of care of the Horse should be of the highest standards in the industry and include, but not be limited to, the following:

- a) The Horse shall have all annual shots, Spring and Fall and are to include at a minimum: *West Nile, Rhino/Influenza, and Tetanus Toxoid*, unless otherwise determined by your vet.
- b) The Horse must be de-wormed by paste either by a bi-monthly rotation schedule or on an evidence-based schedule determined by biannual fecal results and resulting recommendations from your veterinarian.
- d) A veterinarian shall be called for any illness and any serious injury.
- e) The Horse shall be trimmed or shod by a qualified farrier every 6-8 weeks. The hooves are to be cleaned regularly.
- f) The Horse shall be offered no less than 15 gallons of fresh water each day, either in buckets or in regularly cleaned out water troughs. A pond or creek is not an acceptable primary source of water.
- g) The Horse shall receive its required daily feed allowance plus plenty of good quality grass or hay.
- h) The Horse shall have its teeth checked annually by a veterinarian and floated if needed.
- i) The Horse shall have at least a 3-sided shed in its paddock to block wind and bad weather. A tent, canopy or lean-to is not acceptable. Variations in facility requirements depend on the horse, the region and the predominant weather.
- j) The Horse shall have safe and acceptable fencing suitable for the Horse and its environment. Under no circumstances should a horse be kept in barbed wire fencing.

**6. RESERVATION OF RIGHTS:** SAFE, to protect both the Horse and SAFE's reputation in the rescue field as a reputable organization, and to assist Adopter in adapting the Horse to Adopter home, reserves the right to monitor and follow this adoption. Adopter agrees to provide regular updates including photos at SAFE's request. Photos should be full-body shots, both sides, including feet. Adopter agrees to submit to a minimum of annual site visits to check in on the horse. These will be scheduled visits, although SAFE reserves the right to perform unannounced drive-by check-ups if SAFE has reason to suspect that the horse is not being properly cared for. If the terms and conditions of this Adoption Contract are not upheld by the Adopter, and/or any misrepresentations have been made (including any prior to final adoption) to SAFE by Adopter, SAFE may terminate this agreement, and require return of Horse to SAFE. If Adopter disputes termination of the contract, by his/her signature below, Adopter agrees to surrender the horse

for examination by a veterinarian if requested by SAFE for evaluation of the Horse's care and condition. Additionally, if breach of contract is disputed, Adopter further agrees to surrender Horse to SAFE's possession and care pending resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time SAFE is caring for the horse until resolution of the dispute by mediation, arbitration, or litigation as described below.

**7. ATTORNEY FEES AND COSTS** If legal action (using Washington law) is needed to recover the Horse or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/or arbitration, and/or agrees to personal jurisdiction in a Washington District or Superior Court venue of SAFE's choice; and further agrees to pay all court costs and reasonable attorney fees.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:** The undersigned Adopter understands that SAFE is a referral service and is not responsible for the accuracy of information received about temperament, habits, history or physical condition of Horses available for adoption. Adopter understand SAFE is in no way liable or responsible for any damage, accident or injury resulting from the actions of the Horse placed with Adopter and **the undersigned Adopter does hereby release, discharge, hold harmless and agree to indemnify SAFE**, its agents, members, volunteers, Officers and Directors, and any other person, organization or corporation charged or chargeable with liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, actions of the Horse received by Adopter.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMNIFICATION AND OTHER TERMS ABOVE.

Date \_\_\_\_\_

Signature of Adopter \_\_\_\_\_

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Signature of SAFE Agent \_\_\_\_\_

Printed Name of SAFE Agent \_\_\_\_\_

Adoption Fee Received: \$ \_\_\_\_\_ [ ] cash [ ] check

#### **MICROCHIPPING UPDATE**

**Adoption Finalized Date:** \_\_\_\_\_

After the conclusion of the Adoption Trial Period, SAFE will update the horse's microchip with your contact details. There is additional information that we need to provide in order to complete this transfer:

1. Horse's name (if you change it): \_\_\_\_\_
2. First **and** Last Name of an Alternate Contact: \_\_\_\_\_
3. Phone Number of Alternate Contact: \_\_\_\_\_