



## *A Safe Haven for Horses in Need*

W4985 County Road FF  
Elkhart Lake, WI 53020

### **Placement Agreement**

In consideration of the placement of an adopted horse, the undersigned adopter agrees to the following terms and conditions concerning the adoption of a horse through the Amazing Grace Equine Sanctuary, Inc.

Let it be known that any individual or organization in possession of the equine as of the date of this agreement and anytime thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, release or otherwise placed to possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter, for the life of the horse.

The agreement provides for the adopter to take physical possession of the adopted horse with Amazing Grace Equine Sanctuary, Inc. retaining title for a period of five (5) years.

- Once adopted, a horse remains the property of Amazing Grace Equine Sanctuary, Inc. for a period of 5 years, at which time ownership will be transferred to the adopter. If said horse has been properly cared for under this agreement. The horse may only be transferred to Amazing Grace Equine Sanctuary, Inc. prior to the expiration of the 5 year period.
- The horse or pony, may never be raced again. The horse or pony may also never be sold, leased, given away, slaughtered, disposed of, or transferred to anyone but Amazing Grace Equine Sanctuary, Inc. during the first 5 years. Amazing Grace Equine Sanctuary, Inc. reserves the right to refuse a transfer back.
- Should a life threatening situation to the horse or pony arise during the first 5 years, Amazing Grace Equine Sanctuary, Inc., must be notified prior to a decision concerning euthanizing, unless as a result of professional advice and emergency prior notice is not possible. Euthanizing is **NOT** the adopter's choice.
  - A certification of death must be received from a licensed veterinarian for all deceased horses or ponies within 10 days of the horses' or ponies' death.
- Once an adoption is arranged, transportation costs are the responsibility of the adopter.
- The adopter may not release the horse or pony from his/her care during the first 5 years. If stabling is relocated, Amazing Grace Equine Sanctuary, Inc. must be notified and give approval prior to moving the horse or pony.



- Required weight: named horse or pony must maintain weight and conditions as advised by a licensed veterinarian.
- Adopter agrees to provide proper feeding to maintain appropriate weight, free access to clean water, a minimum of 3-sided shelter, and adequate fencing.
- Adopter agrees to provide the following veterinary care:
  - Worming done every 8 weeks (Attachment 1 includes an example worming schedule).
  - Hoof care done every 6-8 weeks
  - Perform spring inoculation: Flu, Rhino, Eastern and Western equine encephalomyelitis Dental Care, Tetanus, Rabies, West Nile, and any other inoculations and/or boosters a licensed veterinarian recommends for endemic diseases between March and May.
  - Inoculations must be administered by a licensed veterinarian for the first full year after adoption. If you choose to vaccinate the horse or pony after this time, please state which vaccinations you will administer and how often.
  - **Illness or Injury:** The adopter agrees to provide recommended veterinarian care for illness and/or injury according to the requirements of: \_\_\_\_\_ County ordinance and/or State of \_\_\_\_\_ Law.
- The adopter agrees to forward a brief statement of the horse or pony's residence, conditions, weight, teeth, and hoof condition at the time of spring vet checks by June 15th of each of the first 5 years or upon request. A veterinarian's signature must be on all statements. If Amazing Grace Equine Sanctuary Inc does not receive the veterinary forms by June 15th, Amazing Grace Equine Sanctuary Inc., will work with the adopter until the forms are received. However, Amazing Grace Equine Sanctuary Inc., reserves the right to reclaim the horse or pony if veterinary records are not received by June 30th.
- The following require notifying Amazing Grace Sanctuary, Inc. within 24 hours.
  - Serious injury or illness that could be life threatening.
  - Death of a horse. A statement from the veterinarian stating the apparent cause of death must be forwarded within 10 days of the death of any adopted horse or pony. Euthanizing is NOT your option. Amazing Grace Equine Sanctuary Inc. reserves the right to approve or deny recommendations to euthanize a horse or pony.
- The adopter agrees that the above-named horse will reside at:



- Adopter shall not breed any adopted mare. If the adopted mare is bred, Amazing Grace Equine Sanctuary, Inc. shall have the right to immediate recovery of both mare and its offspring. By this agreement, the adopter agrees that Amazing Grace Equine Sanctuary, Inc. shall have automatic security interest for the costs of the recovery of any foal born to an adopted mare.
- All adoption fees must be paid in full before any horse or pony can go to its new home. If you plan to have your adopted horse vet checked, the vet inspection must be done prior to leaving our facility.
- The adopter agrees he/she is providing the horse or pony with a permanent and forever home. However, if the adopter needs to return the adopted horse or pony to Amazing Grace Equine Sanctuary, Inc. transportation costs and any and all costs required to safely transfer the horse or pony back to the Amazing Grace Equine Sanctuary, Inc. are the responsibility of the adopter. Amazing Grace Equine Sanctuary, Inc. reserves the right to reject the transfer back of any horse or pony. The returned horse or pony must have a current calendar year Coggins test and must be the yellow original copy. Failure to provide this is cause for refusal of the horse, a \$50 charge or both, whichever is appropriate for the situation.
- No Warranties. The adopted horse or pony transferred to adopter under this agreement AS IS, without guarantee or warranty of any kind, including Implied Warranties or Merchantability and Fitness for a Particular Purpose.
- The adopter agrees to assume all responsibility for costs and expenses related to the care, feeding, and maintenance of the adopted horse or pony as well as necessary to comply with adopter's responsibilities set forth in the Placement Agreement.
- The adopter agrees to not allow a lien or security interest to be placed on any adopted horse or pony until after the expiration of 5 years from the date of this agreement.
- Release and Indemnification: Adopter for himself or herself, his or her heirs, personal representatives, successors, and assigns, fully and forever waive release and discharge Amazing Grace Equine Sanctuary, Inc., its officers, agents, employees, and all prior owners of the adopted horse or pony from any and all claims, demands, actions, causes of action resulting from or arising out of, or related to possession, care maintenance, or actions of the horse or pony adopted under this Placement Agreement. Adopter further agrees to indemnify and hold harmless Amazing Grace Equine Sanctuary, Inc. its officers, agents, employees, and all prior owners of the adopted horse or pony from any and all claims which may be asserted by other parties resulting from, arising out of, or related to the possession, care, maintenance or actions of the horse or pony adopted.



- Amazing Grace Equine Sanctuary, Inc. shall have the right to access the stable property and inspect the adopted horse or pony with 12-hour prior notice to the adopter within the 5 year period of the adoption.
- Amazing Grace Equine Sanctuary, Inc. shall have the right to recover the possession of the adopted horse or pony if within its sole discretion determines the health of the adopted horse is adversely affected by the condition of its environment or in the event the adopter fails to exercise his/her responsibilities or otherwise comply with the terms of this Placement Agreement.
- Adopter hereby agrees to pay all necessary and reasonable costs incurred by Amazing Grace Equine Sanctuary, Inc. in reclaiming the adopted horse or pony under paragraph 20 herein, including all costs and attorney's fees necessary to enforce the rights under this Placement Agreement with Amazing Grace Equine Sanctuary, Inc
- Any co-adopter appearing below agrees to be bound by all obligations and liability set forth herein, as if said party is the adopter.
- The parties to this agreement hereby agree that Wisconsin Regulations shall apply to the construction and enforcement of this Placement Agreement.

**Adopter/Co-Adopter**

The adopter must agree to these conditions prior to the adoption becoming final, and the signature, below, is proof of such agreement. The adopter also understands he/she is providing the horse or pony named \_\_\_\_\_ a *forever and permanent home*.

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Co-Adopter Signature \_\_\_\_\_

Dated \_\_\_\_\_



**Amazing Grace Equine Sanctuary, Inc.**

Amazing Grace Equine Sanctuary, Inc. hereby authorizes and approves this placement of the above-named horse or pony.

By: Signature\_\_\_\_\_

Title\_\_\_\_\_

Dated\_\_\_\_\_

Amazing Grace Equine Sanctuary, Inc. does not provide monetary refunds. There is a 60 day return policy on all horses or ponies. Returned horses or ponies can be exchanged for another horse or pony within that 60-day period. Transportation of all returned horses/ponies is the responsibility of the adopter. There is a \$150 fee if returned for exchange after the 60-day period. All returned horses must be accompanied by an original yellow copy of the current calendar year Coggins test. Failure to provide this document is grounds for refusal of the horse, and/or \$50 fee.