



Beyond The Roses Equine Rescue and Retirement Horse Adoption Agreement/Placement Contract

**Beyond The Roses Equine Rescue
and Retirement**
11621 Bryce Rd.
Emmett, MI 48022
Phone: 586-321-6780
www.beyondtherosesequine.org
main@beyondtherosesequine.org

Horse Name: _____

Congratulations, and thank you for adopting! As you get to know your new equine, please feel free to reach out to us with any questions you may have. We are committed to helping to create a rewarding life-long experience! BTRE is here to provide you with any support you may need to help this adoption be a success. By signing below, you agree to the following:

Adopter's Name: _____

Adopter's Home Address: _____

Adopter's Email: _____

Horse's Name: _____ Age: ____ Sex: ____ Color: _____

Tattoo or Microchip #: _____ Markings: _____

This agreement is entered into this ____ day of _____, 20____ by Beyond The Roses Equine Rescue and Retirement (hereinafter "BTRE") and the above-mentioned adopter under the following terms and conditions. Both parties hereby acknowledge to, understand, and agree to the following: Adopter understands and respects Horse's specific physical conditions and limitations, as well as Horse's stable vices and behavioral manifestations and needs, at time of adoption, which include: _____

Adopter agrees that Horse is being sold "as is" and agrees to respect any limits that the Horse may develop over time, which may place greater limitations on the Horse _____ **Adopter's Initials**

Adoption contract is null & void if not signed and returned within 48 hours of receipt by the Adopter. Both parties understand and Adopter Agrees to following stipulations:

- Horse will never be raced at any time
- Horse will not be bred unless previously agreed upon with BTRE.
Note any breeding • stipulations here: _____
- Horse may NEVER be taken to/sold at auction or sent to slaughter.



Horse Adoption Contract

Adopter's Name: _____

Horse's Name: _____

All transportation costs are the responsibility of the Adopter at the time of placement, and in the event of return or replacement of the Horse. _____ **Adopter's Initials**

Adopter's Intent for Adopting Horse (check all that may apply):

_____ Personal Sanctuary Horse (will not be ridden or used in any manner)

_____ Program Sanctuary Horse (will not be ridden or used in any manner)

_____ Equine-Assisted Therapy Horse (check applicable): ___ Riding ___ non-Riding

_____ Personal Riding Horse (describe): _____

_____ Lesson Program Riding Horse (describe): _____

_____ Retraining and Adoption prospect following at least 1 year of ownership (describe): _____

_____ Other (describe): _____

Health Care Required: You the adopter agrees to provide the equine with a good safe home with proper treatment and care (weight, body condition and hoof care), including appropriate shelter, food, water, and medical attention (UTD Vaccines and deworming) and shall comply with all federal, state, and local laws and regulations related to the care of the equine. You further agree to provide the equine with safe and adequate shelter, turnout area, adequate and safe fencing (no barb wire) and appropriate and regular exercise. Illness or Injury: The adopter agrees to provide recommended veterinary care for illness, injury, or a life-threatening issue (humane euthanasia) according to the horse's needs and/or according to the requirements of animal welfare law in _____ (Town, County & State) _____ **Adopter's Initials**

Adopter attests that Horse will reside at: (if location may change, please notify us within 10 days)

Farm Name: _____

Farm Address: _____

Farm Phone #: _____

Farm Owner / Manager Name: _____

Farm Owner / Manager Phone #: _____

For the first year of adoption, the Adopter agrees to supply (by message or email) at the 6th & 12th month photographs of the Horse in daylight setting where the Horse's body and hooves can be seen in full view without obstruction. At this time, please advise us of any health or conduct issues you may be having with the Horse for us to assist you via phone call or farm visit. Adopter agrees in advance that BTRE can collaborate with your veterinarian and discuss said horse to provide support should any issues arise, and that execution of this Contract shall serve as a release to the applicable veterinarian. Adopter acknowledges that BTRE has authority to investigate any reports of alleged abuse or neglect of horse by Adopter at any time. BTRE may request photos, videos, vet reports and in-person visits to the horse's current location by BTRE staff or its appointed representative. BTRE would appoint a licensed equine veterinarian/equine professional to participate in the investigation by examining the subject horse. Should that veterinarian/equine professional/BTRE Representative conclude a horse is being neglected or abused, the adopter may request to have a second party veterinarian/equine



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Horse's Name: _____

professional render an opinion. Should the second veterinarian/equine professional differ from the first opinion, the two veterinarians/equine professionals shall appoint a third veterinarian. The opinion of the third-party veterinarian/equine professional would be binding on the adopter and BTRE. The adopter shall relinquish their rights to the horse, the said horse will be removed from that location and transported back to BTRE for readmission to the adoption program (repossession). Adopter agrees that no court order shall be required for BTRE to Repossess a horse and Adopter agrees to cooperate with BTRE and/or its agents during the Repossession process. Adopter further agrees that, upon possession of the Adopted Horse being taken by BTRE or its agents during Repossession, all right, title and interest in the Adopted Horse shall thereupon transfer from Adopter to BTRE. Adopter accepts the conditions set forth in this Contract and hereby releases and forever discharges BTRE, Inc. and its employees, Board Members, successors, subsidiaries and assigns from all claims, demands, obligations, liabilities, or damages in any way arising out of or related to Repossession of the Adopted Horse.

In consideration of the above mentioned adoption/transfer of the horse, The undersigned Adopter, _____, hereby FOREVER RELEASES, HOLDS HARMLESS AND DISCHARGES BTRE and their respective representatives, successors, and directors, of and from any and all rights, claims, demands, damages, liabilities, actions and causes of action of any kind or character whatsoever, whether arising at law or in equity, by reason of the adoption/transfer, transportation, care, injury, death or any other accident caused by or to the horse, or any other party, including, without limitation, any right, claim, action, cause of action, suit, debt, sum of money, account, liability, reckoning, covenant, contract, controversy, agreement, promise, representation, restitution, damage and demand whatsoever, at law or in equity, that may arise by reason of any act or omission that may occur during and after the delivery of the horse to the adopter.

Adopter's Initials

Re-homing Practices: BTRE understands that not all adoptions may be successful through no fault of the adopter or horse. If you find that you may not be able to keep the horse, please contact BTRE as soon as possible so we can discuss options. We always welcome back any equines that are adopted from us. Adopter acknowledges Horse cannot be sold, given away, disposed of and is the responsibility of Adopter for at least 1-year from date of this contract. The Adopter agrees to notify BTRE at such time if they are selling or rehoming the Adopted Horse. The Adopter agrees to employ the same best practices new owner references, facility verification, strict no racing, no breeding, no auction, no slaughter stipulations, previously described in this contract on the care and re-homing/adoption of this Horse and must notify BTRE of horse's new home within 10-days of horse being placed. "First Right of Refusal" applies to this new owner also, if said Horse is ever discovered to be in jeopardy, regardless of number of years since being adopted BTRE reserves the right to regain possession of the named horse, even if Adopter re-homes horse or sells horse to third party. 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. In the event of Violation of this agreement. If adopter fails to comply with any term of this agreement, adopter agrees to pay BTRE \$1500.00 plus all attorney fees and all costs of legal action, including litigation that BTRE may incur to enforce the terms of this agreement. Adopter acknowledges that the additional \$1500.00 and cost are reasonable and fair.

Adopter's Initials



Horse Adoption Contract

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You understand that BTRE will contact you from time to time to provide support, if needed, and to check on the progress of the equine. We encourage you to contact BTRE with any questions you may have or just to let us know how your equine is doing. We love to hear from our adopters!"

Beyond The Roses Equine Rescue and Retirement / Horse Transfer or Adoption

Representative Name (signature)

Date

Representative Name (Printed Name)

Title/Position

Adopter

Name (signature)

Date

Name (Printed Name)

Title/Position (if applicable)