



NEER North, Inc.  
New England Equine Rescue - North  
52 Ash St., West Newbury, MA 01985  
Rescue • Rehabilitate • Rehome

## EQUINE ADOPTION CONTRACT

In this adoption Contract, New England Equine Rescue – North, Inc. shall be called NEER North.

The Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief. NEER North and the Adopter wish to enter into this agreement to provide the adopted animal with a suitable forever home.

**DATE:**

**Adopted animal's name:**

**Species:**

**Color and description:**

**Sex:**

**Age:**

**Breed:**

**Registration number:**

**Adopter's name:**

**Address:**

**City:        State:    Zip:**

**Cell phone:**

**Email:**

**Driver's license number** \_\_\_\_\_

**Boarding facility:**

**1. Return Policy.** NEER North has a commitment to all its animals: to care for them for the lifetime of each animal. The Adopter agrees that if he or she is unwilling or unable to care for the adopted animal, he or she will contact NEER North and return the adopted animal to a location specified by NEER North. The Adopter understands that he or she is responsible for the care of the animal until he or she has delivered it to NEER Norths' designated location, and will do everything within his or her power to safely return the animal. The Adopter agrees that in the event that he or she finds a suitable alternative home for the animal, he or she will contact NEER North with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete a NEER North adoption application and obtain approval from NEER North in writing before adopting the animal. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the animal to any one entity, including family or friends or any entity or agency, without the approval and written consent of NEER North.

**2. Adoption Fee.** The Adopter agrees to pay an adoption fee of \$ to help defray NEER Norths' expenses for food, sheltering, vaccinations, and veterinary care. Donations are also welcome. The Adopter agrees to obtain the proper municipal license if required under local law. The Adopter also agrees to comply with local and state statutes and ordinances.

**3. Title.** NEER North transfers ownership of the adopted animal to the Adopter. The Adopter agrees not to sell, lease, loan, or transfer ownership of the adopted animal to anyone other than NEER North without NEER Norths' written approval.

**4. Reversion of Title.** The Adopter agrees that the title to the adopted animal automatically reverts to NEER North if NEER North makes a determination that: • The Adopter is not adequately caring for the animal or • There is a breach of this agreement or • Information on the adoption application was false or • The Adopter voluntarily surrendered possession of the adopted animal to NEER North. The Adopter agrees that a copy of this agreement, along with a copy of NEER Norths' declaration that title has reverted to NEER North, is proof of title transfer back to NEER North.

**5. Transport of the Adopted Animal.** The Adopter agrees to transport or pay for the transportation of the adopted animal to the Adopter. The Adopter agrees to transport the adopted animal within 30 days, at the Adopter's expense, back to NEER North if: • The Adopter is unable to adequately care for the animal • There is a breach of this agreement by the Adopter

**6. Failure to Transport.** If the adopted animal is to be returned to NEER North and the Adopter fails to transport the animal back to NEER North according to this agreement, NEER North has the right to take physical possession of the adopted animal. The Adopter agrees to reimburse NEER North for all expenses, including legal fees, involved in regaining possession of or title to the adopted animal.

**7. Veterinary Care.** The Adopter agrees to provide the animal with the necessary vaccinations as advised by his or her veterinarian. The Adopter agrees to obtain immediate veterinary care should the animal become sick or injured, and to take full financial responsibility for any veterinary expenses.

**8. Veterinary Records.** The Adopter authorizes NEER North to review the veterinary records of the adopted animal. A copy of this agreement is sufficient authorization from the Adopter to any veterinarian to release records to NEER North.

**9. Euthanasia.** The Adopter agrees not to euthanize the adopted animal because the Adopter cannot afford necessary veterinary treatment. The Adopter agrees to contact NEER North before euthanizing the adopted animal. At its discretion, NEER North has the right to take ownership and possession of the adopted animal to save the animal from euthanasia. This provision does not apply in dire situations when the animal is suffering and needs to be immediately euthanized.

**10. Care of the Animal.** The Adopter agrees to care for the animal at the Adopter's sole expense. This care includes, but is not limited to, the following: • Providing quality food, including minerals, vitamins, salt block, and fresh, unfrozen water. • Providing overhead shelter from snow, rain, wind and sun. The shelter can be natural or man-made. • Providing care for any special needs the animal has or develops. • Providing proper medical and health care to the animal, including, but not limited to, the following: – Proper veterinary treatment for injuries and illness – Annual vaccinations – Following a regular deworming schedule – Proper hoof care – Annual dental care – Other

**11. No Representations.** The Adopter understands that NEER North does not guarantee the health, temperament, or training of the above described animal. NEER North adopts animals out so they can be given a good life in an approved adoptive home. Animals are adopted "as is" from NEER North, with no warranty expressed or implied. The Adopter agrees that he/she is adopting the animal for personal use, and not for commercial value. The adopted animal has at least the following limitations:

The Adopter agrees not to work or use the animal beyond the animal's abilities.

**12. Inspection.** The Adopter agrees that NEER North or its representative can perform in-person or telephone follow-up checks, including unannounced facility visits, on the adopted animal. If NEER North decides the adopted animal inadequately cared for, NEER North has the right to immediately take possession of the animal. The Adopter gives NEER North or its representatives the right to enter the Adopter's property for the purpose of inspecting the adopted animal or taking possession of the adopted animal according to the provisions of this agreement.

**13. No Breeding, No racing clause:** The Adopter agrees not to breed the adopted animal. The adopter also agrees to and will adhere to NEER North's no horse racing clause.

**14. Release.** The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against NEER North. The Adopter releases NEER North and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the animal. The Adopter understands that this agreement discharges NEER North and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the animal. The Adopter releases NEER North and discharges NEER North and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for NEER Norths' own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.

**15. Indemnity Agreement.** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold NEER North harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

**16. Audio-Visual Images.** The Adopter understands that the activities of NEER North are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Adopter hereby consents to such recording and to the use by NEER North of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of NEER North. In particular, the Adopter grants NEER North permission to copyright and use, reuse, publish, and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade, or other purpose.

**17. Change of Address.** In the event that the Adopter moves, he or she agrees to contact NEER North with change of address information, so that all records can be updated.

The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This agreement shall be governed by and interpreted in accordance with the laws of the State of Massachusetts. All disputes under this agreement will be settled by binding arbitration. The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Adopter: \_\_\_\_\_ Date: \_\_\_\_\_

Agent for NEER North: \_\_\_\_\_ Date: \_\_\_\_\_

Adoption fee received: \$ \_\_\_\_\_ Donation received: \$ \_\_\_\_\_