

Sunshine Horses, Inc

EQUINE ADOPTION AND PLACEMENT AGREEMENT

Equine for Adoption or Placement

Name: _____

ID#/Microchip/Brand/Tattoo#: _____

Type/Breed: _____

Color/Markings: _____

Age: _____ Gender: _____

Detailed description of named equine's physical condition, special health needs, and stable vices at time of placement: _____

Adopter Information

Name: _____

Address: _____

Phone: _____ Secondary Phone: _____

Email: _____

Address where equine will reside, if different from above

AGREEMENT FOR ADOPTION AND PLACEMENT OF EQUINE

This Equine Adoption Agreement (hereinafter "AGREEMENT") is entered into this date _____ by and between Sunshine Horses, Inc., a not for profit New York State Corporation having its principal place of business at 3721 Verplank Road, Clay, NY 13041 (hereinafter referred to as "RESCUE" and _____ an individual, residing at _____ (hereinafter referred to as "ADOPTER").

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It is agreed between the parties as follows:

1. *Identification of Equine.* RESCUE agrees to place within the care and custody of ADOPTER and ADOPTER agrees to accept placement and legal ownership of the equine named _____ (described above) (referred to in this AGREEMENT as "the equine").
2. *Term.* The term of this AGREEMENT shall commence upon the date of execution and continue indefinitely for the duration of the equine's natural life.
3. *General Care Requirements.* ADOPTER will provide at ADOPTER's sole risk, cost and expense, appropriate care and maintenance for the equine, in accordance with the Global Federation of Animal Sanctuaries Equine Care Standards, including:
 - i. adequate and safe fencing, turnout, and safe comfortable shelter
 - a. the equine will not, for any length of time, be turned out in a paddock or kept in any area with barbed wire fencing or remnants thereof, and will not be housed at any time in a stall or shelter smaller than 10' x 10'
 - ii. appropriate and regular exercise
 - iii. veterinary and preventative care
 - iv. ensure the equine's social, behavioral and companionship needs are met
 - v. ensure that the equine maintains the proper body weight and condition (Henneke System should be used)
 - vi. provide proper feed and free access to water at all times
 - vii. deworm the equine at a minimum of every six months
 - viii. provide proper farrier services every six (6) to twelve (12) weeks
 - ix. Eastern/Western Encephalitis, Tetanus, Rabies, and any other inoculations your veterinarian recommends for endemic disease must be given a minimum of once a year
 - x. regular dental care must be provided as advised by your veterinarian

RESCUE shall have the right to perform an inspection of ADOPTER's property prior to the adoption if RESCUE believes such inspection is necessary.

4. *Identification.* ADOPTER agrees to allow RESCUE to be included as a secondary contact on microchip and/or registry for the equine.

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5. *Change of Residence.* In the event ADOPTER plans to change the residence of the equine, ADOPTER will provide RESCUE, by telephone and/or email, within fourteen (14) days of move, the new address and phone number. In the event of such a change of residence of the equine, RESCUE shall have the right to perform an inspection of the new property.

6. *Periodic Reporting and Inspections.* ADOPTER agrees that RESCUE has the right, in its sole discretion and when it sees fit, to require ADOPTER to provide a written report and photographs or video of the equine, upon an oral or written request by RESCUE. Such a report shall be provided via email at sunshinehorsesinc@gmail.com and must be provided within seven (7) calendar days of the request. ADOPTER agrees to address any particular concerns or questions raised by RESCUE in said report.

At least once per calendar year, the ADOPTER agrees to forward to RESCUE documentation of his/her veterinarian's wellness visit. The following information, prepared and signed by a licensed veterinarian from the state the equine resides, will be sent within one (1) week of the veterinary examination:

- i. Veterinarian's name, address, signature and license number.
- ii. Date of examination.
- iii. Weight score according to the Henneke System.
- iv. General condition, and living condition of the Horse.
- v. Adequacy of shelter and fencing.
- vi. Verification that the Horse has had all necessary inoculations, worming and hoof care.

RESCUE shall have the right, at its option, periodically, at a mutually agreed upon time, to have a representative visit ADOPTER'S property to observe the condition of the equine and to confirm that the ADOPTER is providing the care and maintenance required under the terms of this agreement. Under certain circumstances a visit can be announced. If on said visit RESCUE determines ADOPTER is not adhering to the terms of this AGREEMENT in the treatment of the equine, or believes, in its sole discretion, the health, safety or well-being of the equine is in jeopardy, RESCUE shall have the right to immediately reclaim possession of the equine from ADOPTER and seek to find alternate placement for him/her. By signing this AGREEMENT, ADOPTER hereby waives any and all rights ADOPTER may have to any claim for conversion, trespass or any other statutory, regulatory, contractual, or tort claims that ADOPTER may otherwise have against RESCUE and/or its officers, directors, employees, insurers, volunteers, agents, successors, and assigns as a result of RESCUE reclaiming of the equine(s) from ADOPTER'S facilities.

7. *Ongoing Support for Equine.* ADOPTER understands RESCUE encourages continuing communication and an ongoing relationship between RESCUE and ADOPTER. ADOPTER shall have access to RESCUE for information, support, questions and concerns regarding the equine.

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8. *Notification of Equine Death/Euthanasia.* ADOPTER agrees that under no circumstances during the natural life of the equine will ADOPTER allow the equine to be euthanized, unless such course of action is advised by a recognized and licensed veterinarian. ADOPTER expressly agrees to notify RESCUE by telephone or email of the veterinarian's recommendation within twenty-four (24) hours. ADOPTER further agrees that the equine shall not be sold or transferred for slaughter. In the event the equine unexpectedly dies, or sustains serious injury or illness that could be life threatening, ADOPTER agrees to notify RESCUE by telephone and/or email within twenty-four (24) hours of the occurrence of such an event.
9. *Prohibitions and Restrictions on Use of Equine.* ADOPTER is expressly prohibited from leasing or loaning out the equine for racing. ADOPTER further agrees that the equine shall not be used for the purpose of vivisection, testing or experimentation. 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 place into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.
10. *Prohibitions on Breeding of Equine.* ADOPTER shall not breed the equine. If the equine is pregnant at the time of adoption, ADOPTER shall castrate any male offspring and provide proof of said castration to RESCUE within six (6) months after the birth of the foal. All offspring born as a result of ADOPTER'S breeding of the equine in breach of this agreement become property of RESCUE and all costs associated for return of offspring to RESCUE are borne by ADOPTER.
11. *Restrictions on Equine Transfer/Rehoming/Resale.* Although adoptions are intended to last for the lifetime of the equine, ADOPTER and RESCUE understand that circumstances may occur that require the termination of this agreement, and agree as follows:
- a) If for any reason whatsoever ADOPTER is no longer willing or able to provide adequate care to this equine, and/or no longer wishes to keep the equine. ADOPTER agrees to return the equine to RESCUE. ADOPTER shall immediately advise RESCUE via telephone and/or email of this situation. Transportation arrangements and costs to return the equine to RESCUE are the responsibility of ADOPTER. This notice, as well as transportation arrangements and costs, may be waived for extenuating financial or personal health situations at the sole discretion of RESCUE if deemed to be in the best interest of the equine. This provides a safety net for equine for future adoptions.
 - b) An adopted equine CANNOT be sold, adopted, rehomed, transferred, auctioned, released, given away, or otherwise placed into possession of an individual or organization.
12. *Donation for the Equine.* ADOPTER agrees to contribute to RESCUE an adoption donation in the amount of \$_____ This Donation is NOT refundable if the equine is returned to RESCUE for any reason.
13. *Injunctive Relief.* It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by ADOPTER of any said covenants and that any such breach by

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ADOPTER will cause RESCUE great and irreparable injury and damages. Accordingly, ADOPTER agrees that RESCUE shall be entitled, without waiving any additional rights or remedies otherwise available to RESCUE at law or in equity or by statute, to injunctive or other equitable relief in the event of a breach or intended or threatened breach by ADOPTER of any of said covenants.

14. **LIQUIDATED DAMAGES.** IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED BY THE ADOPTER AND RESCUE THAT THE EQUINE IS A UNIQUE ANIMAL THAT IS IMPOSSIBLE TO REPLACE, AND THAT THE RESCUE'S VALUE OF ITS TIME, EFFORT AND RESOURCES TO RESCUE AND CARE FOR THIS EQUINE IS EXTREMELY DIFFICULT TO ASCERTAIN WITH ANY REASONABLE CERTAINTY. THE PARTIES HERETO AGREE THAT IF ADOPTER TRANSFERS OWNERSHIP OF THE EQUINE OTHER THAN AS ALLOWED PURSUANT TO PARAGRAPH 11 ABOVE, OR EUTHANIZES THE EQUINE OTHER THAN AS ALLOWED PURSUANT TO PARAGRAPH 8 ABOVE, IT WOULD BE IMPOSSIBLE FOR THE PARTIES TO PROPERLY ASSESS A DOLLAR AMOUNT TO ADEQUATELY COMPENSATE RESCUE FOR THE LOSS OF THE EQUINE, AND ADOPTER THEREFORE AGREES TO PAY TO RESCUE AND RESCUE AGREES TO ACCEPT THE SUM OF FIVE THOUSAND DOLLARS (\$5,000.00) IN THE NATURE OF LIQUIDATED DAMAGES, SAID SUM PAYABLE TO RESCUE UPON DEMAND. PAYMENT OF SAID AMOUNT BY ADOPTER TO RESCUE WILL RELIEVE ADOPTER FROM ANY AND ALL LIABILITY UNDER AND PURSUANT TO THIS AGREEMENT. BY INITIALING IN THE SPACE PROVIDED ADOPTER ACKNOWLEDGES THAT ADOPTER HAS READ, UNDERSTANDS AND ACCEPTS THE PROVISIONS OF THIS PARAGRAPH. _____

15. **Release of Liability.** ADOPTER releases RESCUE from any and all liability and agrees to hold harmless RESCUE and any of its employees, agents, directors, or trustees from any and all liability related to the equine, and any injury or cause of action related to, or caused by, the equine. ADOPTER acknowledges the information regarding the equine for adoption may have been received by third parties and includes best estimates of unverifiable information about the equine; therefore, RESCUE does not warrant accuracy or correctness of such information. RESCUE makes no representations or guarantees about the soundness, abilities, temperament or health of the equine from the time said equine is released to ADOPTER.

16. **State and Local Law Pertaining to Animal Ownership.** ADOPTER agrees to comply with all of the applicable laws of the state in which he/she and the equine reside.

17. **Governing law.** This AGREEMENT will be governed and construed in accordance with the laws of the State of [X] without regard to the conflicts of law or principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in the State of [X].

18. **Severability.** In the case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this AGREEMENT, and this AGREEMENT shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

19. **Waiver.** No waiver by RESCUE of any breach by ADOPTER of any of the provisions of this AGREEMENT shall be deemed a waiver of any preceding or succeeding breach of the same or any other

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provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

20. *Entire AGREEMENT.* This AGREEMENT constitutes the entire AGREEMENT of the parties with respect to the placement of the equine with ADOPTER and supersedes any and all prior oral Agreements in regards thereto.

21. *Attorney's fees.* In the event RESCUE must resort to any legal action in law or equity to enforce any or all of the terms of this AGREEMENT, RESCUE shall be entitled to recover its attorney's fees and costs herein, whether or not suit be brought in addition to any and all damages which may be recoverable.

22. *Notices.* All notices required to be given shall be directed to the respective party as follows:

Sunshine Horses, Inc
3721 Verplank Road
Clay, NY 13041
(315) 456-9380
sunshinehorsesinc@gmail.com
Attention Adoption Coordinator

If to ADOPTER:

Adopter Name: _____

Address: _____

Phone Number: _____

Email: _____

AGREED:

Adopter signature: _____

Date _____

Rescue representative signature: _____

Date _____

Revised 7/10/2022

Farm Address:
3721 Ver Plank Road
Clay, New York 13041

Sunshinehorsesinc@gmail.com
315-456-9380
www.sunshinehorsesinc.com

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Facility Addendum

To be completed if the Equine will be boarded.

Boarding Facility Name ("Facility") _____
Boarding Facility Authorized Representative _____
Address _____
City _____ State _____ Zip _____
Phone _____ Email _____

The Caregiver will board the Horse at the above Facility. The Caregiver must comply with the boarding terms of the Facility and pay all fees required of the Facility for the care of the Horse.

By signing below, the authorized representative of the Facility acknowledges that the Horse is a Sunshine Horse and as such agrees to notify Sunshine via email at sunshinehorsesinc@gmail.com or phone (315) 456-9380 if any of the following occur:

- The Horse is scheduled to be or has been moved from the Facility.
- Payment from the Caregiver is past due more than 20 days for any fees relative the care of the Horse.
- Serious injury or illness of the Horse that could be life threatening.
- If the Caregiver fails to comply with any requirements of the Facility, including, but not limited to payment for services, the Facility will not sell, give away, transfer or move the Horse. Sunshine will make arrangements to retrieve the Horse as soon as reasonably possible. Sunshine will not be responsible for payment of any fees to the Facility. Any and all fees associated with the Horse at the Facility, including any transportation fees to move the Horse, are the responsibility of the Caregiver.

Caregiver Signature _____

Date _____

Facility Authorized
Representative Signature _____

Date _____