



6360 Arborwood Ave. Cocoa, FL 32927
843-475-7122

Adoption Contract

This contract is entered into between Hidden Acres Rescue for Thoroughbreds, a non-profit corporation hereinafter known as "Hidden Acres", and _____, hereinafter known as "the Adopter".

In reference to the Equine listed below, the Adopter agrees to pay the adoption fee of: \$_____.

Horse Name: _____ **Microchip/Tattoo #:** _____

Registration #: _____ **Date of Birth:** _____ **Breed:** _____

Gender: _____ **Color/Markings:** _____

Planned date for pickup: _____ Adoption Fee: _____ Medical Record Given: _____

Adopter's Information

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Cell Phone:** _____

Email: _____

Driver's License State/ # _____

Adoption, for the purpose of this contract, means to assume care of the Equine listed above with contingencies set forth in this document.

Adopter agrees that all fees and expenses, including adoption fees (except as noted in Item 7 below) and those incurred as a result of repossession, including any legal fees, are the responsibility of the adopter and considered a non-refundable donation to HART. HART will make every attempt to help place the horse should he/she not suit the adopters needs or take them back into our program should the need arise.

Note: Any returned check or otherwise voided money payment or transfer shall be subject to \$50 fee

Adopter acknowledges that continued possession of the Equine listed above is contingent upon the Adopter fulfilling all obligations, terms, and conditions pursuant to the signed Contract for said Equine, and any breach of this Contract may result in the return of said Equine to HART.

HART has disclosed all known injuries, blemishes, unsoundness, and other pre-existing conditions to the Adopter. Adopter understands that many conditions of an Equine are not obvious and that HART cannot know all the details of the Equine's history.

Upon execution of this Contract, Adopter hereby releases, holds harmless, exonerates and absolves HART, its directors, members, managers, employees, and agents from any and all liability whatsoever, in the event of injury or death or damage of any nature or kind to the Adopter.

1. The Adopter understands and agrees that the Equine identified in this contract, hereinafter identified as "Equine", may not, under any circumstances, be sold, raced, transferred directly or indirectly, given away, lent, leased, put to auction, sent for slaughter, sold to a 'kill buyer', or removed from the Adopter's personal supervision and control, or removed from the address described herein, except as set forth in paragraph 10 of this agreement. Should the equine not be at the location stated herein upon inspection by HART or representative of HART, the Adopter shall provide information regarding the new location and status of the adopted Equine.
2. The Adopter acknowledges that this is a LIFETIME CONDITIONAL BILL OF SALE and all requirements and restrictions contained herein remain in effort on the Adopted Equine regardless of change of ownership at a later date.
3. The Adopter agrees to notify any subsequent owners/buyers of the requirements of this Contract, in accordance with Item 8 below, that the lifetime no race/no auction clause transfers to each buyer for the lifetime of the Adopted Equine.
4. The Equine is transferred to Adopter solely for use as a pleasure or show horse. The adopter agrees to never breed the Equine for the duration of the Equine's life. The Adopter represents and warrants that that his/her use of the Equine will be limited to the following:

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5. The Adopter agrees to meet HART's standards of care for this Equine. This includes, but is not limited to, maintaining good nutritional health, vet care, vaccinations, worming, dental and hoof care. Adopter also

agrees to provide adequate shelter for the Equine, which may be in the form of safe stabling, run-in shed, or tree cover adequate to provide shelter from the wind and sun. Adopter has been made aware of any known special health needs of the Equine and agrees to provide medications and treatment that may be necessary to manage any known health problems.

6. During the first year (12 months) of the adoption, Adopter agrees to the following:

- Within first 30 days - grant permission and access for an on-site visit
 - Note: This may be conducted via video conference if agreed to by HART.
- 3 months - provide photo updates with at least one photo of both the Adopter and the Equine
- 6 months – provide photo updates with at least one photo of both the Adopter and the Equine
- 12 months - complete a veterinarian screening with verifiable statement of Equine condition to confirm Equine is at a healthy weight and receiving care that meets the standards listed within this contract.
- Annually - Adopter agrees to submit to HART annual updates to include two (2) current photos and an overview of the Equine’s condition for the remainder of the Equine’s life.
 - Adopter agrees that HART has the right and authority to use, reproduce, publish, and distribute the horse’s information and photo for promotional and advertising purposes.

Equine’s Veterinarian will be:

Name of Veterinarian: _____

Name of Clinic: _____

Mailing Address: _____

Phone #: _____ Email Address: _____

References: Name and phone number

#1 _____

#2 _____

#3 _____

Equine's Stable or Boarding Facility will be:

Facility Name: _____

Facility Address: _____

Facility Contact & Phone Number: _____

Note: HART is bound by separate agreements that require the location and care of the Equine to be easily confirmed. The Adopter shall immediately notify HART of any change in the Stable or Boarding Facility at which the Equine is located, or any change with the Adopter's current veterinarian.

7. Adopter agrees that a representative of HART may inspect the Equine at the property at which the Equine is stabled for the purpose of confirming the Equine's health, safety and location and disclose the same to HART. Adopter shall cooperate in facilitating this inspection which may include, but is not limited to, photographing of the Equine, observing the Equine move or be jogged, and/or blood draw conducted by an independent vet designated by HART for lab analysis.
8. Adopter agrees that HART has the authority to investigate any reports of alleged abuse or neglect of Equines by the adopter, including but not limited to a site visit. Adopter also agrees to cooperate with any investigation of said abuse and provide information as requested by HART including requests for photos, videos, vet reports and in-person visits to the Equines current location.
 - Should an investigation be required a licensed equine veterinarian will be selected by HART to participate in the investigation and examine the Equine to determine current condition. If HART's veterinarian concludes that the horse is being neglected or abused, HART will work with the Adopter to determine the best resolution for the Equine. If it is deemed necessary to remove the Equine from the current location and returned to HART, HART will work with the adopter to facilitate the transfer back to a HART facility.
 - Adopter must notify HART immediately if the Adopter no longer desires to keep the Equine, is unable to provide proper care, or if the Equine is deemed no longer suitable for the Adopter. HART will work with the Adopter to return the Equine to a HART facility, if necessary.
 - Adopter must notify HART immediately prior to any sell or transfer to a third party. The Adopter agrees to facilitate the new owner entering into an Adoption Agreement with HART. Once approved by HART the Adopter must provide a copy of the bill of sale between the Adopter and the Purchaser (identifying the Equine's sale price) and be signed and notarized and sent to HART.
9. If repossession should become necessary, the Adopter shall cooperate by providing the necessary permissions and access to the Equine. If not granted HART, or any designated HART agent, may enter upon and remove the Equine from the adopter's property or any boarding facility or other location at any time. If HART chooses to repossess the Equine pursuant to its sole determination that the Equine has been neglected, is in an undesirable situation, or has been sold to a third party without the requirements of paragraph 8, HART will work with the Adopter to transport the Equine back to a HART facility.

10. Adopter shall only euthanize this Equine for sound medical reasons. In the event that the Adopter must euthanize, Adopter shall notify HART immediately, when possible. In all cases, Adopter shall notify HART within twenty-four (24) hours of euthanasia and provide proof of humane euthanasia from Adopter's veterinarian. HART shall also be notified in the event of the death of the Equine.

HART Signature _____ Date: _____

11. Failure to comply with the terms of this contract shall be considered Breach of Contract. Monetary penalties may be assessed at the discretion of HART, up to and including \$2000 Breach of Contract penalty, plus any costs for recovery and transportation of the Equine back to HART or HART's designated representative, any court costs or attorney fees incurred, and any associated vet bills, farrier costs, or other associated costs related to the Breach of Contract.

I certify that I am 18 years or older. All of the information I have given above is true and complete. I understand and agree to these terms, and have been given a copy of this document.

Adopter Signature: _____

Adopter Printed Name: _____ Date: _____

HART Representative Signature: _____

HART Representative Printed Name: _____ Date: _____

Hidden Acres Rescue for Thoroughbreds (HART)

6360 Arborwood Ave.

Cocoa, FL 32927

321-543-2924

adoptions@hartforhorses.org

<https://hartforhorses.org>