

ENDEAVOR THERAPEUTIC HORSEMANSHIP, INC.

EQUINE ADOPTION / REHOMING AGREEMENT

This Adoption Agreement (“Agreement”) is entered into by and between **Endeavor Therapeutic Horsemanship, Inc.** (“Endeavor”) and _____ (“Adopter”) for the adoption/rehoming of one hundred percent (100%) ownership of:

Equine Name: _____ (“Equine”)

1. OWNERSHIP AND TRANSFER

Endeavor warrants that it is the sole lawful owner of the Equine, with good and marketable title, free of all liens and encumbrances, and has the authority to transfer ownership as provided herein.

Transfer of ownership occurs immediately at the time of adoption/purchase

Except as to title, the Equine is transferred **“AS IS”**, without warranty, express or implied.

2. ADOPTION ELIGIBILITY REQUIREMENTS

The Adopter acknowledges and agrees that:

- The Equine will only be rehomed to a property where **at least one other equine resides**.
- The Adopter must **visit Endeavor’s facility** and be observed interacting with the Equine prior to approval.
- The **distance** between the Adopter’s facility and Endeavor’s facility is a consideration in determining suitability.
- Endeavor will conduct a **pre-transfer site visit** of the Adopter’s facility and reserves the right to deny placement if the facility is deemed unsuitable.

3. CARE AND WELFARE

The Adopter agrees to provide the Equine with:

- Adequate nutrition, clean water, appropriate shelter, and daily care
- Routine veterinary, farrier, and dental care
- Humane handling and management consistent with industry standards

4. PROHIBITION AGAINST SLAUGHTER

The Adopter agrees that **under no circumstances** shall the Equine be:

- Sold, consigned, or sent to auction for slaughter
- Sold, transferred, released, or otherwise placed into the possession of any person or organization that would cause or allow the Equine to be sold at auction for slaughter

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.

This prohibition is **perpetual** and **must be included in any future transfer of ownership**, binding all subsequent owners.

5. RIGHT OF FIRST REFUSAL

If the Adopter decides to sell, transfer, lease, loan, or otherwise rehome the Equine for any reason:

- Endeavor shall be granted **first right of refusal**
- The Adopter must notify Endeavor **in writing** prior to any transfer
- The Adopter must provide the **name, address, and telephone number** of any proposed new owner or organization

No transfer may occur without Endeavor's written acknowledgment.

6. VISITS AND UPDATES

- Endeavor reserves the right to make **scheduled visits** to observe the Equine.
- The Adopter agrees to provide **annual updates**, including photographs and relevant veterinary records, for as long as the Adopter is responsible for the Equine's care (minimum of five (5) years).

7. RETURN OF EQUINE

- The Adopter may return the Equine to Endeavor **at no cost**, with reasonable notice.
- Equines may remain at Endeavor for their lifetime if appropriate.
- Endeavor may place Equines in suitable adoptive homes at its discretion.

8. REFERENCES

The Adopter agrees to provide references from (check all that apply):

- Veterinarian
- Farrier
- Personal / Other

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of New York**.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, **20**.

ENDEAVOR THERAPEUTIC HORSEMANSHIP, INC.

Authorized Representative

ADOPTER

Signature

Printed Name