



Midnight's Promise, Inc.

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Adoption Agreement

Midnight's Promise, Inc. welcomes your adoption. We want to ensure that every horse is provided a good home that meets its care requirements for its lifetime. This document contains the agreement between you, the adopter, and Midnight's Promise, Inc for the purpose of the adoption of:

Name of Horse: _____ Breed: _____
Color: _____ Age: _____ Sex: _____

Please read the agreement carefully, initial each condition to show that you understand and agree.

For the purpose of this contract, Midnight's Promise, Inc will be referred to as Midnight's Promise.

I understand that from the time this contract is signed, for a period of one year, the adopted horse will remain the property of Midnight's Promise and not the adopter. I understand that during this one year period, considered a "probation" period, that I have no right, title or claim to the horse whatsoever.

- I understand that during the one year probation period I will be solely responsible for all the care of the horse and all the expenses that the horse incurs, including but not limited to: veterinary care, farrier care, feed, medications, and anything else the horse might require.
- I understand that once the one year probation period is over Midnight's Promise will determine if the horse is in good condition and is living in a safe and secure environment.
- I understand that only after this determination has been made will Midnight's Promise release all right, claim and title to the horse.
- I understand that the adoption fees, once they are paid, are non-refundable, either before or after the adoption period, even if the horse is returned to Midnight's Promise

Initial _____

I agree to the following minimum standard of care for the horse:

- 1 acre pasture per horse
- Companionship of another equid (horse, pony, donkey or mule).

- 24/7 access to shelter from the elements in the form of a 3-sided shelter
- Sanitary conditions
- 24/7 access to clean water source
- 24/7 access to a mineral & salt source
- Safe fencing appropriate for the containment of horses (No barbed wire, temporary fencing or high tensile wire)
- A professional, competent farrier must trim the horse's hooves every 4-8 weeks, or on a schedule as recommended by the farrier.
- Good quality feed and hay in quantities sufficient to keep the horse in good condition with a body condition score between 4.5 and 6.5.
- Regular treatment for parasites with one of the following anthelmintics: Moxidectin, Ivermectin, Praziquantel
- Yearly veterinary examination

Initial _____

I understand that a representative of Midnight's Promise has the right to inspect the horse and its accommodations during the probation period. I understand that a representative will be making at least, but not limited to, 4 visits during the probation period.

I understand that should Midnight's Promise determine that the minimum standard of care is not being met causing the horse to suffer, making its health decline, or putting the horse in danger, they have the right to reclaim the animal.

If such action becomes necessary, I agree to pay any costs to return the horse to Midnight's Promise.

Initial _____

I agree to provide veterinary care for the horse as follows:

- At least one veterinary examination in which the vet will examine the general health of the horse, check its teeth for dental problems and correct any that are found, and administer any necessary vaccinations such as tetanus and rabies. Upon completion of the vet visit, the vet must send a written notice of findings to Midnight's Promise within 7 days and to be received by Midnight's Promise at least 14 days before the end of the probation period. In lieu of the written notice an experienced horse person may send a notification from their vet showing a track record of care.
- I agree to provide veterinary care for any injuries or illnesses that are beyond my ability to restore full health.
- I agree to notify Midnight's Promise in writing in the event that the horse becomes ill or injured during the probation period.
- I agree that should it become necessary to euthanize the horse, I will provide a written statement as to the cause, and agreement with such action, signed by a licensed veterinarian.
- I understand that I am solely responsible for any and all veterinary expenses.

Initial _____

I agree to provide farrier care for the horse as follows:

- A professional, competent farrier must trim the horse every 4-8 weeks or on a schedule as recommended by the farrier.
- I understand that I am solely responsible for any and all farrier expenses, and I agree to send Midnight's Promise documentation proving the horse has received regular farrier care by a professional, competent farrier to be received by Midnight's Promise at least 14 days before the end of the probation period.

Initial _____

I agree to the following housing of the horse:

- Any accommodation must be verified and approved by Midnight's Promise.
- In the event, Midnight's Promise approves a boarding situation; the boarding establishment must have a written agreement with Midnight's Promise regarding the horse.
- I agree not to move the horse without first notifying Midnight's Promise in writing.

Initial _____

I agree that I will never for the natural life of this horse:

- Sell, lend, lease or give away the horse without giving Midnight's Promise written notice and the right of first refusal.
- I agree to never sell this horse through the means of livestock auction.
- I agree to never release the horse to a new owner, or agent of an owner, about whom it is known or suspected that the horse would be in danger of being sent to slaughter or to any person who is a known agent, representative or affiliate of a slaughter operation.
- I agree to never release the horse to anyone known or suspected to have been charged or convicted of animal neglect or cruelty.
- I agree to never breed this horse.

Initial _____

I agree that in the event I become unable to care for the horse, for the duration of the probationary period, I will be responsible for returning the horse to Midnight's Promise, and will pay all costs to do so, including all transportation fees and Coggin's Test, if necessary. Upon return of the horse to Midnight's Promise, if the horse is determined by a veterinarian to be in a debilitated or unhealthy condition caused by my actions or failure to provide proper care, I will be responsible for all costs incurred in returning the horse to a healthy state.

Initial _____

I agree to have any trainer that works with the horse to be approved by Midnight's Promise before they work with the horse.

Initial _____

I agree that in the event of my death the horse will be returned to Midnight's Promise at the expense of my estate, unless specific arrangements have been made for an alternate outcome and approved by Midnight's Promise.

Once the probationary period is over, and I wish to sell, lease or give away this horse, I agree to give Midnight's Promise right of first refusal. Midnight's Promise will have 10 days from receipt of the notice to respond. I understand that if I fail to give Midnight's Promise right of first refusal, I shall have to forfeit \$350 to Midnight's Promise within 10 days of its request.

If Midnight's Promise declines the right of first refusal, I understand that I am free to choose an appropriate home for the horse.

Initial _____

Release of Liability

I agree to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving said horse while it is in my care. Therefore I agree and understand that neither Midnight's Promise nor its employees, volunteers, Board Members or agents are liable for any damages or injury caused to me, my agent, or any third party by the horse once I receive delivery of the horse, including but not limited to damages or injuries caused by the fact the horse does not perform in the manner I expected. Further, if any third person makes a claim against Midnight's Promise or any of its employees, volunteers, Board Members or agents as a result of any conduct of the horse after I have taken possession of it, I agree to indemnify and hold Midnight's Promise, its employees, volunteers, Board Members and agent harmless from any such claim, including costs and attorney fees resulting from such claim.

Initial _____

The said horse below is being adopted in 'As Is' condition from Midnight's Promise. All medical records and any history gathered on the horse have been disclosed to adopter. The adopter agrees to provide satisfactory care to the horse, including, but not limited to, routine veterinary care by a licensed veterinarian, routine deworming, farrier care, proper fencing, shelter, feed, water and a safe, clean, environment with ample daily turn out space.

Horse Name: _____ Breed: _____

Color: _____ Age: _____ Sex: _____

Descriptive Markings (if any): _____

Condition and Health: _____

Special Needs/Feed: _____

Misc. Remarks: _____

Adopter's Name _____ Phone # _____

Cell Phone _____

Adopter's Name _____ Phone # _____

Cell Phone _____

Home Address _____

Stable Name _____ Phone # _____

Address of Stable _____

The adopter agrees to all conditions and statements as read in the Adoption Agreement and initialed by the adopter, signifying the adopter understands and agrees to each and every condition and statement.

I, _____, hereby accept all agreement terms and conditions as listed in this Adoption Agreement provided by Midnight's Promise, Inc.

Adopter Signature _____ Date: _____

Adopter Name (please print) _____

Adopter Signature _____ Date: _____

Adopter Name (please print) _____

Midnight's Promise, Inc Signature _____ Date: _____

Agent of Midnight's Promise, Inc Name: _____