



THE HORSE
PROTECTION
LEAGUE.ORG

A 501(c)(3) NONPROFIT ORGANIZATION

Mission: The protection of equines by building
community through education and advocacy

Horse Adoption Agreement and Conditional Bill of Sale			
The Horse Protection League (HPL) Agent: (name and title) 17999 W. 60 th Ave. Arvada, CO 80403 303.261.0141 (agent's email)		Adopter	
		Name	
		Address	
		City, State & Zip	
		Phone	
		Cell	
		Email	
		Driver's License #	
		Date of Birth	
Adopted Horse		Facility where Horse will be kept	
Registered Name		Name of Facility	
Barn Name		Contact Person	
Breed		Address	
Color		City, State & Zip	
Sex		Phone	
Birth Date		Cell	
Registration		Email	
HPL and Adopter enter into this Adoption Agreement and Conditional Bill of Sale ("Agreement") and hereby agrees as follows:			
a. Adopter shall pay HPL a fee (the "Adoption Fee") in the amount of: \$ XXXX and \$40 to transfer the brand.			
b. Adopter acknowledges that the Adoption Fee is not the true value of the Adopted Horse, and that a part of the consideration of this transaction is Adopter's providing humane conditions for the Adopted Horse in accordance with the charitable purposes of HPL and pursuant to the "Additional Terms and Conditions" that follow the signatures to this Agreement.			
c. In consideration of the Adoption Fee and Adopters agreement to abide by the conditions of this Agreement, HPL shall relinquish possession of the Adopted Horse to the Adopter and Adopter shall accept the care, custody, and control of the Adopted Horse subject to the terms of this Agreement and a "Right of First Refusal" as provided in Section 7.			
Additional Terms and Conditions			
1. Amount due in the event of Violation of Agreement. If Adopter fails to comply with any terms of this Agreement, Adopter agrees to pay HPL an additional \$2,000.00, plus all attorneys' fees and all costs of legal action, including litigation that HPL may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional \$2,000.00 and costs are reasonable and just compensation to HPL in the event of Adopter's breach of contract under the circumstances of this transaction and in view of HPL's charitable purposes to provide for the humane care of horses. The compensation established is for a harm that is incapable or very difficult of accurate of estimation at the time of the signing of this Agreement. In the event of Adopter's non-compliance with any term of this Agreement, the \$2,000.00 and costs shall be due whether or not HPL exercises its option to repossess the Adopted Horse pursuant to Section 11 below.			
2. Liability and Risk of Loss. Upon Adopter taking possession of the Adopted Horse, the Adopter shall assume the risk of loss and liability of the Adopted Horse and Adopter agrees to indemnify and release HPL from any and all liability or claims associated with Adopter's possession of the Adopted Horse. Possession for this purpose shall be when the Adopted Horse is loaded on the trailer that shall transport the Adopted Horse from its current location to the Boarding Facility.			
3. Boarding Facility. Adopter shall provide the following: (a) the name, contact person, address, phone number of the facility; (b) acknowledgment that the facility is aware of this Agreement and its conditions including (i) that any claim or lien that the facility may have by agreement or operation of law is subordinate to the rights and interests of HPL including the right to repossess the Adopted Horse; (ii) that HPL has rights to inspect and repossess the Adopted Horse; and (iii) that the Adopter is able to provide the care and conditions for the Adopted Horse as required by this Agreement. If Adopter fails to provide the Facility Agreement to HPL, Adopter agrees that any boarding facility having possession of the Adopted Horse shall accept a copy of this Agreement as evidence of the Adopters express authority for HPL to inspect and repossess the Adopted Horse.			
ADOPTION STIPULATIONS			
a) Horses less than 3 years of age (as of Jan 1 st) cannot be ridden. We request that horses be given time to mature.			
b) Mares cannot be bred. If mares adopted are bred, both the mare and the resulting offspring can be repossessed by HPL with no warning.			
c) PREVIOUS/PRIOR OWNERS OF THE HORSE CANNOT BE CONTACTED. We respect the privacy of prior owners, regardless if they are an individual or business. No business, associated employee past or present, and no			



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<p>representative of the business that surrendered the horse can be contacted. Pertinent information will be passed but any previous ownership records may be held. Any contact by the adopter to ANY of the prior owners of the horse will result in immediate forfeiture of adoption fee, and cancellation of adoption or a FINE of \$2,000, whichever is the choice of the HPL. Contact includes email, letter, phone calls, text messages and any contact on social media platforms.</p>
<p>4. No Right of Resale. If the adopter desires to sell, trade or give away or in any way change control of the Adopted Horse, and the following terms shall apply:</p> <ul style="list-style-type: none">a) Should an adopter no longer want their horse within the first 6 months, the horse will be returned to HPL No refund will be offered.b) Should an adopter wish to rehome a horse after the first 6 months, and they have a suitable home for the horse, the interested party must complete an adoption application and home inspection with HPL for approval of transfer of ownership. Failure to inform HPL of a transfer of ownership of an adopted horse can result in legal action, FINES no less than \$2,000, but up to and including the sale price of the horse and all legal costs.c) Should an adopter wish to rehome a horse after 6 months, but not have a suitable home, the horse MUST be returned to HPL. No refund will be given. Transportation can be arranged by HPL for a fee to return the horse to the facility.
<p>5. Reporting/Inspections.</p> <ul style="list-style-type: none">a) A status report once a year for two years is required-The Status Report shall contain the following:<ul style="list-style-type: none">i. Current body shot photograph of the Adopted Horse.ii. Narrative of the Adopted Horse's progress and condition. In the event of death, notice of humane euthanasia within 24 hours. Failure to inform HPL can result in legal action, FINES no less than \$2,000
<p>6. Care of the Adopted Horse. Adopter shall provide and pay for the proper training and care for the Adopted Horse including:</p> <ul style="list-style-type: none">a) Not commencing transitional training until the Adopted Horse has been residing at its new facility for one week. If the Adopted Horse is recovering from an injury, Adopter will commence training only after veterinarian consent.b) Proper training, food, water, shelter and/or care in accordance with HPL's standards including pasture of at least one acre per large animal with at least 4' tall visible safe fencing. Adopter acknowledges that generally a horse needs 2% - 3% of its body weight in feed a day. That amounts to 20-30 lbs. of hay and grain combined, for the average 1,000 lb. horse.c) Providing proper hoof care, with trimming approximately every six (6) to eight (8) weeks or as deemed necessary by farrier.d) Proper veterinary care upon illness or injury to the Adopted Horse.
<p>7. Racing or Auction Prohibited</p> <ul style="list-style-type: none">a) 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.b) The Adopted Horse shall never be raced or sold in an auction under any circumstances.c) ENTRY OF THE ADOPTED HORSE TO RACE SHALL VOID THIS SALE AND ANY SUBSEQUENT SALES, AND OWNERSHIP AND ALL RIGHTS OF POSSESSION SHALL IMMEDIATELY REVERT BACK TO HPLd) The Adopted Horse may be removed from any premises by HPL, including from any racetrack, without court order.e) This agreement shall remain in effect until the death of the equine. The terms of the agreement are binding on any future adopter or any third-party person or entity taking possession of the equine. Any future agreement must require any future adopter or any third-party person or entity taking possession of the equine to re-sign an agreement with the organization prior to the equine being placed into the possession of any future adopter or any third-party person or entity.
<p>8. Repossession of Adopted Horse</p> <ul style="list-style-type: none">a) A material violation of this Agreement is grounds for HPL to void this Agreement at HPL's sole discretion, and upon that election ownership of the Adopted Horse shall immediately revert back to HPL, and the Adopted Horse may be removed from any premises by HPL, and the provisions of Section 1 shall apply relative to such repossession.b) HPL shall give notice of its intent to exercise the option to repossess the horse within six (6) months of the date that any report is due, or inspection denied.c) It is agreed and understood by the Adopter that the following shall be deemed material violations of this Agreement, by way of illustration and not by limitation:



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<ul style="list-style-type: none">i. Failure to comply with Section 4, above, giving HPL the appropriate notice and time to exercise its right of first refusal.ii. Failure to comply with Section 5, above, providing required reports and permitting inspections.iii. Failure to comply with Section 6, above, providing for the proper care of the Adopted Horse.iv. Failure to comply with Section 7, above, auctioning or racing the Adopted Horse. <p>d) The Adopter shall remain responsible for the damages referred to in Section 1, even if HPL exercises its right to repossess the Adopted Horse.</p>	
9. Condition and Temperament of the Adopted Horse	<ul style="list-style-type: none">a) The Adopter accepts the Adopted Horse in its current condition “as is” and in its current location “where is”.b) HPL makes no representation as to the Adopted Horse’s behavior or temperament and does not warrant or guarantee the condition, soundness, temperament, or training of the Adopted Horse.c) The Adopter acknowledges that the Adopted Horse may have no known history, medical or training.d) The Adopter understands and acknowledges that being in the presence of horses and any and all activities involvinge) horses are inherently dangerous.f) HPL disclaims liability for any implied warranties, including implied warranties of “merchantability” and “fitness” for a specific purpose.
<p>The language for the Equine Activity Act is state specific. Language must duplicate the statute of HPL’s state exactly, and is available on your state’s website. The language below is a sample only.</p> <p>10. Assumption of the Risk of Equine Activity. The Adopter acknowledges that the Adopter has been notified and hereby assumes all of the risks inherent in equine activity, including but not limited to, any of the following:</p> <ul style="list-style-type: none">a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons in or around the equine.b) The unpredictability of an equine’s reactions to sounds, sudden movement, unfamiliar objects, persons, or other animals.c) Hazards, including but not limited to, surface or subsurface conditions.d) A collision with another equine, another animal, a person, or an object.e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.f) The provisions of this paragraph shall survive the termination of this Agreement.	
11. Miscellaneous	<ul style="list-style-type: none">a) All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by Colorado law.b) IF any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within Jefferson County, CO will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.c) The parties hereby waive any right to trial by jury in matters arising out of this Agreement. HPL AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGE THE AFORESAID RIGHT TO JURY TRIAL.d) The individual signing on behalf of each of the parties hereby represents that said individual has the authority to sign on behalf of and bind the respective party.e) For purposes of this Agreement, and except as otherwise set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, HPL and the Adopter, and the parties’ respective representatives, successors and permitted assigns. For purposes of this Agreement, and except as otherwise set forth in this Agreement, HPL shall include, without limitation, the individual signing on behalf of HPL and HPL employees, agents, representatives, owners, successors and permitted assigns.f) Adopter shall make all of its representatives, successors or assigns aware of the terms of this Agreement and shall agree to be bound by the terms of this Agreement. Adopter shall be responsible for any breach of this Agreement by any of its representatives, successors or assigns.g) This Agreement supersedes and replaces any prior agreements between HPL and Adopter.h) This Agreement may only be modified by a written instrument executed by both parties.i) This Agreement may not be assigned by Adopter without the prior written consent of HPL, which HPL may withhold in its sole discretion.j) This Agreement contains the entire agreement of the parties and any prior or concurrent and written or oral understandings are deemed merged into this Agreement. There are no promises, agreements, representations or warranties other than those contained herein or expressly incorporated by reference.



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- k) No delay, failure or waiver of either party's express or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies.
- l) If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired hereby.
- m) Adopter specifically acknowledges that this Agreement is a CONDITIONAL LIFETIME BILL OF SALE, and all requirements and restrictions contained herein, including by not limited to HPL to regain ownership, care, custody, and control of the Adopted Horse, shall remain in effect regardless of change or purported changes in ownership or possession of the Adopted Horse at a later date.
- n) Adopter agrees that this Agreement shall at all times remain attached to the Adopted Horse's registration papers when available, or shall stand alone on its merits if such registration papers are not available.
- o) Signatures to this instrument in counterparts are acceptable.
- p) A copy, facsimile or electronic signature or affirmation by Email or other internet communication shall be binding and enforceable.

Signatures

HPL Secretary

Adopter

Signature:

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

CURRENT FEEDING PROGRAM:

RECOMMENDED HANDLING:

RECENT VETTING:



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