



## EQUINE ADOPTION CONTRACT

This agreement is made as of this date \_\_\_\_\_ between Helping Our Mini Equines (hereafter referred to as "HOME") and \_\_\_\_\_ (hereafter referred to as "Adopter").

In consideration of receipt of the equines named \_\_\_\_\_, and in further consideration of the sum of \$ \_\_\_\_\_ (hereinafter "Adoption Fee"), the undersigned agrees to the following "Terms of Adoption" (and to any other Terms agreed to in the Application for Adoption dated 9/11/2023, which is incorporated herein by reference).

Congratulations and thank you for adopting! As you get to know your new equines, please feel free to reach out to us with any questions you may have. We are committed to ensuring that you and your equines have a rewarding life-long experience! HOME is here to provide you with any support you may need to help this adoption be a success, and we hope that this is just the beginning of your relationship with HOME. By signing below, you agree to the following:

1. You are adopting the animals described above (the "equines"), and ownership of these equines are being transferred from HOME to you. You agree to take the equines into your possession in a timely manner agreed on by you and HOME. If you do not take possession of the equines by the agreed-upon date, HOME may adopt the equines to another person, and you will forfeit any payments previously made to HOME in relation to the equines.
2. You agree to provide the equines with a good home and proper treatment and care, including appropriate shelter, food, water, and medical attention, and shall comply with all federal, state, and local laws and regulations related to the care of the equines.
  - a. A veterinarian shall be called for any illness and/or serious injury.
  - b. The equines shall be trimmed by a qualified farrier every 6–8 weeks, The hooves are to be cleaned regularly.
  - c. The equines shall be offered an acceptable primary source of water.
  - d. The equines shall receive its required daily feed allowance plus plenty of good quality grass or hay.
  - e. The equines shall have its teeth checked annually by a veterinarian and floated if needed.
  - f. The equines shall have at least a 3-sided shed in its paddock to block wind and bad weather. A tent or canopy or lean-to is not acceptable. Variations in facility requirements depend on the equines, the region, and the predominant weather.

- g. The equines shall have safe and acceptable fencing suited for the equines and its environment.  
*Under no circumstances should an equine be kept in barbed wire fencing.*
3. As owner of the equines, you are responsible for all of his expenses, including but not limited to medical expenses, farrier expenses, and dental expenses.
  4. You understand that HOME receives animals from many sources, including stray animals, animals recovered from cruelty cases, and relinquishments from prior homes. While we at HOME try our best to get to know the animals under our care and predict the way they will adjust to a new home under various circumstances, it is impossible to predict any animal's behavior with complete certainty.
  5. While we strive to place all our equines in their permanent home, we understand that not all adoptions may be successful through no fault of the person or the equine. If you find that you may not be able to keep your equines, please contact HOME immediately. We will do our best to provide you with the support you need to keep you together with your equines. We always welcome back any equines that are adopted from us. If you decide you need to rehome your equines with a family member or friend, you must notify us so we can initiate a new contract and continue to provide support to the equines. If the equines would be living at a different address, a new site check will be required.
  6. If the equines are returned to HOME for any reason within thirty (30) days following this adoption, HOME will apply the amount of the adoption fee for the equines you are returning toward the adoption fee for any new equines that you may adopt within one year of returning these equines, provided that any future adoptions are subject to approval by HOME. In addition, if an equine passes away or is euthanized due to illness within fourteen days of the adoption, the adoption fee will be refunded if a letter from a licensed veterinarian is presented to HOME. HOME will mail refunds within eight weeks of the presentation of the letter.
  7. Adopter agrees to submit to a minimum of annual site and wellness checks. These will be scheduled visits, although HOME reserves the right to perform unannounced drive-by checks if HOME has any reason to suspect the equine is not being properly cared for. If the terms and conditions of this Adoption Contract are not upheld by the adopter, and/or any misrepresentations have been made (including any prior to final adoption) to HOME by Adopter, HOME may terminate this agreement and require return of equine to HOME. If adopter disputes termination of the contract, by his/her signature below, Adopter agrees to surrender the equines for examination by a veterinarian if requested by HOME for evaluation of the equine's care and condition. Additionally, if breach of contract is disputed, Adopter further agrees to surrender the equines to HOME's possession and care pending resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time HOME is caring for the equines until resolution of the dispute by mediation, arbitration, or litigation as described below.
  8. **Under no circumstances** may the equines be abandoned, bred, or sold or transferred for purposes of slaughter or breeding. In the case of accidental breeding, Adopter agrees to notify HOME and immediately obtain veterinarian advice. If a live foal results from any accidental breeding, Adopter agrees to donate \$500 to HOME. This donation is in recognition of the foal's need for a home which reduces the homes available for other equines in need of homes, and as liquidated compensation for damage done to HOME's reputation as a rescue organization by breeding of a rescued animal. Adopter agrees that any male equine resulting from an accidental breeding will be gelded. [\_\_\_\_\_] initial] 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.

9. If legal action (using Washington state law) is needed to recover the equines or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/or arbitration, and/or jurisdiction in a Washington District or Superior Court venue of HOME's choice; and further agrees to pay all court costs and reasonable attorney fees.
10. The undersigned Adopter understands that HOME is a referral service and is not responsible for the accuracy of information received about temperament, habits, history or physical condition of the equines available for adoption. While we will do the best we can to improve the overall health of all equines in our care, HOME does not guarantee the health of any animal and is not responsible for the medical needs of any animal. Adopter understands that HOME is not liable or responsible for any damage, accident or injury resulting from the actions of the equine placed with Adopter **and the undersigned Adopter does hereby release, hold harmless and agree to indemnify HOME**, its agents, members, volunteers, Officers and Directors, and any other person, organization or corporation charged or chargeable with liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, actions of the equine received by Adopter.
11. You agree that HOME may use or authorize the use of any photographs or video of the equine in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I AM AT LEAST TWENTY-ONE (21) YEARS OLD AND THAT I HAVE CAREFULLY READ THE ENTIRE CONTRACT AND UNDERSTAND AND AGREE TO THE RELEASE, IDEMNIFICATION AND OTHER TERMS ABOVE.

**Date:** \_\_\_\_\_

**Signature of Adopter:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Signature of HOME Agent:** \_\_\_\_\_

**Printed Name of HOME Agent:** \_\_\_\_\_

**Adoption Fee Received:** \_\_\_\_\_  Cash  Check

