



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 equine named _____ (color) _____ (age) _____ (gender) _____ (hereinafter “the Equine”), 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 _____, which is incorporated herein by reference).

Congratulations and thank you for adopting! As you get to know your new equine, please feel free to reach out to us with any questions you may have. We are committed to ensuring that you and your equine 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 animal described above (the “equine”), and ownership of this equine is being transferred from HOME to you. You agree to take the equine into your possession in a timely manner agreed on by you and HOME. If you do not take possession of the equine by the agreed-upon date, HOME may adopt the equine to another person, and you will forfeit any payments previously made to HOME in relation to the equine.
2. You agree to provide the equine 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 equine.
 - a. A veterinarian shall be called for any illness and/or serious injury.
 - b. The equine shall be trimmed or shod by a qualified farrier every 6–8 weeks, The hooves are to be cleaned regularly.
 - c. The equine shall be offered an acceptable primary source of water.
 - d. The equine shall receive its required daily feed allowance plus plenty of good quality grass or hay.
 - e. The equine shall have its teeth checked annually by a veterinarian and floated if needed.
 - f. The equine 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 equine, the region, and the predominant weather.

- g. The equine shall have safe and acceptable fencing suited for the equine and its environment.
Under no circumstances should an equine be kept in barbed wire fencing.
3. As owner of the equine, you are responsible for all of his or her 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 of 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 equine, please contact HOME immediately. We will do our best to provide you with the support you need to keep you together with your equine. We always welcome back any equines that are adopted from us. If you decide you need to rehome your equine with a family member or friend, you must notify us so we can initiate a new contract and continue to provide support to the equine. If the equine would be living at a different address, a new site check will be required.
 6. If the equine is returned to HOME for any reason within thirty (30) days following this adoption, HOME will apply the amount of the adoption fee for the equine you are returning toward the adoption fee for any new equine that you may adopt within one year of returning this equine, provided that any such 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 in 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 contact, by his/her signature below, Adopter agrees to surrender the equine 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 equine 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 equine until resolution of the dispute by mediation, arbitration, or litigation as described below.
 8. **Under no circumstances** may the equine be abandoned, bred, or sold or transferred for purposes of slaughter or breeding.. In the case of an 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 also 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]
 9. If legal action (using Washington state law) is needed to recover the equine or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/or arbitration, and/or agrees to personal

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