



## Equine Adoption Contract

Animal Name: \_\_\_\_\_ Age: \_\_\_\_\_

Sex: \_\_\_\_\_ Appearance: \_\_\_\_\_ (Attach Picture at end)

Adopter Name: \_\_\_\_\_

Adopter Address: \_\_\_\_\_

Horse Boarding Address: \_\_\_\_\_

**(Please initial after each requirement. Each one must be agreed to in order to adopt/ foster from this organization)**

I, \_\_\_\_\_ do hereby agree to the following stipulations concerning the adoption of \_\_\_\_\_.

### 1. **Required Horse Care**

1. Adopter agrees to take proper care of the Horse including adequate food and quality hay, 24/7 access to clean water, housing in a stall /shelter from inclement weather such as high winds, heavy or wet snow, rain, and cold below 20 degrees F, appropriate blanketing as recommended by equine vet, provide all recommended vaccinations per veterinary recommendations and send proof of vaccinations to USHWR within 30 days, timely hoof care per farrier recommendations (Q 6 to 8 weeks maximum), and provide copies of medical records to USHWR upon request. Furthermore, adopter agrees to board this Horse where it will have a minimum of 1/2 day turn out (defined as a minimum of 4 hours / day) and preferably full day turn out. Daily turn out is barring inclement weather such as high winds, heavy or wet snow, rain, temperatures below 20 degrees F. Adopter agrees that Horse will never be kept in circumstances where it is alone. Horse is to have equine companionship where it is boarded. Adopter agrees that USHWR has the right to inspect and approve any facility and their policies that the Adopter is considering for Horse boarding, providing USHWR with a 30 days notice of intent to move to provide ample time for USHWR to approve of new facility. Turn out paddocks must be constructed of quality secure wood fencing or electric fencing that is well maintained and turned on. Any violation of any of these stipulations is cause for USHWR to reclaim the equine. \_\_\_\_\_ (initials)

2. Adopter must contact USHWR if the horse needs to be euthanized prior to the euthanasia. Should the horse die unexpectedly, USHWR must be notified within 3 days and be given the option for a necropsy at the expense of USHWR. Adopter agrees to permit USHWR to make inquiries as to the health of the Horse from both the adopter and the facility management where Horse is boarded and to permit an inspection with a max of 48 hours prior notice. If adopting a stud colt, Adopter guarantees that the colt will be altered and vaccinated within 30 days of him physically maturing (i.e., dropping) or at the earliest convenience per the vet. Adopter will send proof of alteration to USHWR within 30 days of procedure. \_\_\_\_\_ (initials)
3. Adopter and/or any individual or organization in possession of the equine as of the date of this agreement and any time thereafter is bound to not sell the equine to 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. UNDER NO CIRCUMSTANCES is the adopted Horse to be sold, traded, given, or gifted to anyone without first offering said Horse back to USHWR under USHWR's Right of First Refusal Agreement (see Addendum). Under no circumstances is said Horse to be allowed to go to a "sales barn" or to a livestock auction or to a slaughter lot. If Adopter can no longer care for the adopted Horse or plans to sell the Horse, the Horse will first be offered to USHWR at a reasonable proposed sale price. (reasonable being defined as the price the Adopter would be able to sell the Horse for to another party). Adopter understands that they are required to notify USHWR of a potential new owner (should USHWR turn down right of first refusal) and their contact information.
4. This agreement shall remain in effect until the death of said equine. The terms of this agreement are binding on any future adopter/owner or any third party person or entity taking possession of the equine. Any future adopter or any third-party person or entity taking possession of the equine must re-sign the USHWR agreement and the USHWR addendum directly with USHWR prior to the equine being placed into their possession. \_\_\_\_\_ (initials)
5. Adopter agrees that UNDER NO CIRCUMSTANCES shall the adopted animal be used for racing or breeding purposes or for any commercial use. \_\_\_\_\_ (initials)
6. Concurrent with the signature on this agreement, Adopter has paid a non-refundable adoption donation in the amount of \$\_\_\_\_\_. Said fee is considered a rescue fee and is not a sales price. \_\_\_\_\_ (initials)

## **2. Papers**

USHWR will deliver any registrations and related papers to Adopter that are available. \_\_\_\_\_ (initials)

## **3. Indemnity/AS-IS condition**

Adopter releases, indemnifies, and holds harmless USHWR from and against any and all claims, damages, losses and causes of actions which may be asserted by Adopter and all third parties for injury or damage to all persons, property or thing whatsoever caused directly or indirectly by the Horse. USHWR has disclosed all information relative to the Horse's history and health as they know it. To the best of our knowledge, said Horse is in good physical health and has no medical conditions not disclosed to Adopter. USHWR makes no other warranties, express or implied, including without limitation, the temperament or suitability of the Horse for

riding, all of such warranties being specifically disclaimed. Adopter therefore accepts the Horse on an "as is" and "with all faults" basis. \_\_\_\_\_ (initials)

If the Horse is under the age of 5, Adopter agrees that they are qualified to train this horse or is capable and willing to pay for adequate training to a point where it can be at a minimum, safely trail ridden by an intermediate rider, will lead safely, stand for the farrier and load on a trailer. \_\_\_\_\_ (initials)

I understand that this animal has been previously tested and found negative for equine infectious anemia, and if I am to transport this Horse off premises, I may be required to have the Horse tested for a negative Coggins test, as required by Law prior to transport. \_\_\_\_\_ (initials)

#### 4. **Limited Option to Void Adoption Contract**

It is expressly agreed that USHWR holds the right to recover the Horse if ever abused, abandoned, neglected, starved or mistreated in any way, or if Adopter violates this Agreement or fails to pay their Board by more than 4 weeks to any facility where Horse is stabled in order to avoid the Horse potentially becoming collateral of boarding facility. I understand that I will provide follow up and pictures of the Horse at 1 month, 3 months, 6 months, 12 months and 24 months post-adoption or as may be deemed appropriate should the Horse no longer be on premises. USHWR reserves with right to request more frequent updates &/or viewings of the Horse mounted &/or unmounted as deemed necessary should there be ample cause. I will send photos of the Horse to USHWR via email to USHorseRescue@gmail.com. Follow ups by USHWR may be done by phone, email, or in person. If the Horse is not being cared for in a condition considered acceptable to USHWR, I agree to re-surrender said Horse to USHWR. \_\_\_\_\_ (initials)

USHWR shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, whereupon all right title and interest in the Horse shall immediately revert to USHWR which may immediately retake possession of the Horse without further legal action and without further legal recourse by Adopter should any of Paragraphs 1-5 in this Agreement or the accompanied Addendum be violated. The rights of USHWR to reclaim possession are limited to violations which may be deemed abuse, neglect, dangerous, or hazardous for the Horse. Adopter further expressly agrees that USHWR shall be entitled to injunctive relief in order to enforce the terms of this Paragraph by virtue of there being no other adequate legal remedy for such . \_\_\_\_\_ (initials)

Adopter's Signature\_\_\_\_\_

Date\_\_\_\_\_

Printed Name\_\_\_\_\_

Main Phone Number\_\_\_\_\_

Email Address\_\_\_\_\_

Witness\_\_\_\_\_



#### ADDENDUM TO ADOPTION/PURCHASE CONTRACT

For Horse knows as \_\_\_\_\_ Dated as of \_\_\_\_\_, 20\_\_.

THIS ADDENDUM SHALL BE INCLUDED IN ANY SUBSEQUENT TRANSFER DOCUMENT RELATED TO THE HORSE AND ALL TERMS IN THIS DOCUMENT SUPERSEDE ANY AND ALL CONFLICTING TERMS IN ALL OTHER ADOPTION CONTRACT PAPERWORK RELEVANT TO THIS ADOPTION.

The Adopter/Buyer will not Transfer the Horse without first offering to the Seller/Adoptee the right to acquire the Horse on the same terms and conditions as are being offered to the Transferee or at a price not to exceed \$\_fair market value. The Adopter/Buyer shall disclose in writing the terms and conditions of the Transfer, including the identity and location of the Transferee, and Seller/Adoptee shall have 30 days after receipt of such written notice to agree to match the terms and conditions. If the Seller/Adoptee does not agree to match the terms then the Adopter/Buyer shall be free to Transfer the Horse to the Transferee specified in the notice to the Seller/Adoptee. As used herein, "Transfer" means sale, donate, lease whether in part or in whole, or otherwise transfer or dispose of the Horse. "Transferee" means the third party acquiring the Horse as a result of the Transfer.

In addition to the right of first refusal, should the Adopter/Buyer decide it no longer wishes to own or care for the Horse, they shall contact the Adoptee/Seller in writing and the Adoptee/Seller shall have the right, within 30 days after receipt of notice, to buy back the Horse for its then fair market value.

If the Adoptee/Seller does not exercise the foregoing right of first refusal or option to buy back, the Adopter/Buyer (and all subsequent Transferees) shall include in the Transfer document the following language in capital letters in at least 12 font: "THIS HORSE MAY NOT BE AUCTIONED, SOLD, DONATED, LEASED OR OTHERWISE TRANSFERRED TO ANYONE WHO DIRECTLY OR INDIRECTLY AUCTIONS, SELLS, DONATES, LEASES OR OTHERWISE TRANSFERS TO A PERSON OR ENTITY WHICH DIRECTLY OR INDIRECTLY SLAUGHTERS, OR EXPORTS HORSES FOR SLAUGHTER." The Buyer agrees that the terms of this Addendum are reasonable in order to prevent the transfer for slaughter of the Horse.

If anyone breaches any of the provisions of this Addendum, such party shall pay Adoptee/Seller liquidated damages of \$4,995.00, which Adopter/Buyer agrees represents an approximation of the damages to Adoptee/Seller for breach of any of the foregoing provisions, actual damages being difficult or impossible to ascertain, plus costs and expenses, including legal and court fees, of enforcing these provisions.

This Addendum may be enforced in the courts of the State in which the Adoptee/Seller is located, without regard to conflict of laws principles, and the Adopter/Buyer and each subsequent Transferee agrees to the venue in such State. In addition to the foregoing, Adoptee/Seller is entitled to specific performance, injunctive or other equitable relief in any state.

Buyer agrees to inform Adoptee/Seller of any change in the current address of the Adopter/Buyer and the location of the Horse within 30 days of said move and Adoptee/Seller shall be entitled to periodically examine the Horse, the Horse's living quarters and related space by self or any assigns.

I, \_\_\_\_\_, agree to all terms as stated in this addendum.

BUYER/ADOPTER:

DATE:

\_\_\_\_\_

\_\_\_\_\_