

Tiny Acres Northwest Florida, Inc.

5662 Country Squire Drive

Milton, Florida, 32570

(859)736-9384

Tinyacresnwfl@gmail.com

Adoption Contract

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 helping to create a rewarding life-long experience! Tiny Acres Northwest Florida, Inc. EIN # 84-3137897, 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 Tiny Acres Northwest Florida, Inc.

This agreement is made between Tiny Acres Northwest Florida, Inc. (hereinafter “Tiny Acres NWFL” or “Tiny Acres” or “Owner”), and _____, hereinafter referred to as “Adopter” for the adoption of the horse described below. The term ‘horse’ is a broad term used in this contract to include donkeys and mules. **This is an agreement to adopt a horse, this is not a sale. The Adoption Fee for the horse described herein is \$_____ and must be paid concurrently with the signing of this Adoption Contract. Adoption fees can be paid via Venmo.com/Tinyacresnwfl, PayPal.me/Tinyacresnwfl, or by Check/Cash at pickup. If Tiny Acres NWFL is transporting the adopted horse, both the adoption fee and transport fee can be paid at the same time.**

I. Horse

A. Description

The horse being adopted in this contract is: _____

Brand/Tattoo/Microchip#: _____

Type/Breed: _____

Color/Marking: _____

Age: _____ Gender: _____

B. Permitted Uses

The horse described above may be used for the following permitted uses:

_____ Companion Only

_____ Mounted Unit Work

_____ Riding Lessons

_____ General Pleasure Riding

_____ Trail Riding

_____ English or Western Showing

_____ Gaming/Speed Events

_____ Equine Assisted Therapy

_____ Team Penning/Sorting

_____ Unrestricted Work

_____ Light Riding Only

Other: _____

Adopter understands that breeding the horse, tripping, lassoing, patience pole training, pony parties, any form of animal exploitation or any other activity that, at the sole discretion of Tiny Acres Northwest Florida, Inc. is abusive to the horse, will result in the immediate repossession of said horse with no refunds given. Animal exploitation, in all of its various forms, will not be tolerated and will result in immediate repossession of said horse. _____ *(initial here)*

Adopter understands that the Adoption Fee listed above for said horse is non-refundable. _____ *(initial here)*

Adopter understands that the Adopted Horse can not be used for the purpose of personal or professional profit or exploitation. Equine exploitation is providing or offering the Adopted Horse in a petting zoo, pony party, pony rides, riding lessons or any other activity that, at the sole discretion of Tiny Acres Northwest Florida, Inc. is exploitative or abusive to the horse, will result in the immediate repossession of said horse with no refunds given and without notification. _____ *(initial here)*

Adopter understands that the Adoption Fee listed above for said horse is non-refundable. _____ *(initial here)*

C. Medical History, Dietary Needs, Farrier Needs

The horse is known to have the following physical restrictions/known ailments/special dietary or shoeing needs:

The maximum weight limit this horse may carry, which includes rider and saddle is: _____

Adopter agrees to use the horse only as permitted by this contract, within the bounds of the horse's disclosed physical restrictions, and feed and shoe the horse in keeping any special needs disclosed hereinabove: _____ (initial here)

D. History and Training

The horse's known training issues and vices are as follows:

You, the Adopter, understand that Tiny Acres Northwest Florida, Inc. receives animals from many sources, including stray animals, animals recovered from cruelty cases, and relinquishments from prior homes. While we at Tiny Acres Northwest Florida, Inc. try our best to get to know the animals under our care we can't predict the way they will adjust to a new home under various circumstances including but not limited to a horse being: Frightened, provoked, pulling back while tied, spooking, rearing, biting, spinning, stopping short, and bolting, it is impossible to predict any animal's behavior with certainty.

_____ (initial here)

II. Care Specifications

A. Feed

Except as otherwise provided in Paragraph I.C. above, the horse should be fed a complete diet following the horse's needs. *Sweet Feed, Sweet Feed Mix, and Livestock Feed are not a complete feed*, therefore sweet feed/sweet feed mix/livestock feed is an unacceptable form of feed and does not provide a horse with proper nourishment. The horse should receive free choice forage and a supplemental grain if necessary, to keep a body score of no less than 4. Grain and forage type is at the discretion of the Adopter and Adopter's veterinarian except for, Sweet Feed, Sweet Feed Mix, and Livestock Feed. The current feeding schedule is as follows:

The below schedule is for Example Only-

Grain Type: _____ Amount: _____ Frequency: _____
 Forage Type: _____ Amount: _____ Frequency: _____

The adopter agrees to introduce a new grain gradually, over 7 days.
 _____ (initial here)

B. Farrier Care/Shoeing

Unless otherwise provided in Paragraph I.C. The horse may be kept barefoot if desired and trimmed no less than every eight weeks by a qualified farrier. Special farrier terms may apply for certain horses.

The adopter agrees to have the horse trimmed or his shoes reset at least every eight weeks.
 _____ *(initial here)*

C. Stabling/Pastures

Adopters may keep the horse in a stable or at pasture. The following rules apply:

Stables- Stalls must be no less than 12X12 for full-sized horses and 10X10 for ponies. Horses must be turned out or exercised at least six days per week if stall kept. Stalls are to be cleaned at least six days per week if the horse is stall-kept. Sufficient, clean bedding is to be provided as needed.

Pastures- Horses may be pasture-kept part or full-time. Horses kept in pasture must be provided with a shelter with a roof such as to provide sufficient shade for horses to escape the weather. A sufficient shelter has three sides and a roof with enough space for the horse to lay down and turn around. Horses must be confined or fed separately daily if any weight loss occurs. The adopted HORSE requires its feed bucket that is not shared with any other animal on the property to ensure that the adopted HORSE receives an adequate portion of the feed. Fencing may be wood, plastic, wire mesh, coated wire, panels, or steel. **Barbed wire fencing is never acceptable and may not ever be used, even temporarily.**

_____ *(Initial here)*

D. Watering

Adopter agrees that no horse will ever be confined to a stall, turnout, pasture, or other area in which there is not a source of clean, fresh, and unfrozen drinking water at all times. _____
(initial here)

“Clean and fresh” is defined as tubs/pails that are being dumped, scrubbed if needed, and re-filled with fresh water no less than once per week. When the temperature drops below freezing, Adopter agrees to provide a tank heater or other safe means to keep water from freezing to ensure that water is always available to the horse.

E. Veterinary Care

Tiny Acres understands that many adopters can do their vet work in terms of vaccination and fecal egg counts and caring for minor injuries. Adopter agrees to keep records of vaccination and dewormer

purchases as well as documented fecal egg counts and make them available to Tiny Acres upon request or have a licensed veterinarian perform vaccinations and deworming and maintain records thereof. Adopter must also keep a current Coggins and dental work on the adopted horse at all times. Dental work must be scheduled and conducted by a licensed veterinarian at a minimum of once per year if the adopted HORSE is over the age of 12. Adopter agrees to obtain the services of a licensed veterinarian promptly in the event of any significant illness or injury including colic. The adopter agrees to provide a statement or invoice from the licensed veterinarian if the adopted horse was euthanized and why. Adopter agrees that the adopted Horse will receive twice yearly, Spring and Fall, vaccinations, and a Coggins annually.

Adopter agrees that the adopted HORSE is required to receive both Spring and Fall vaccines, and annual Coggins, and remain up to date with dentals by a licensed veterinarian.

_____ *(initial here)*

III. Additional Conditions

A. Returning or Rehoming of the horse

Tiny Acres Northwest Florida, Inc. understands that not all adoptions may be successful through no fault of the person or equine. If you find that you may not be able to keep your equine, the adopted equine is to be returned to Tiny Acres Northwest Florida. The adopted equine listed in this agreement is protected by a lifetime bill of sale and Tiny Acres Northwest Florida retains full ownership of the adopted equine for the duration of the equine's life. The adopter agrees to provide all necessary funds for the transportation of the adopted horse listed above.

Adopter understands that Tiny Acres NWFL retains full rights and ownership of the equine. Adopter understands that giving away or selling the horse is considered a breach of contract and will result in monetary penalties as provided in paragraph III.B of this contract.

_____ *(initial here)*

B. Penalties for Default

If the adopter fails to comply with any terms of this agreement, the adopter agrees to pay Tiny Acres an additional \$500.00 plus attorney's fees and costs of legal action, including litigation that Tiny Acres may incur to

enforce the terms in this agreement. Adopter acknowledges that the additional \$500.00 and costs are reasonable and just compensation to Tiny Acres in the event of Adopter's breach of contract under the circumstances of this transaction and because of Tiny Acre's charitable purposes to provide for the humane care of horses.

_____ *(initial here)*

Adopter understands that in the event of an Egregious Breach of the contract, Tiny Acres does not agree to maintain any confidentiality whatsoever concerning that breach. An "egregious breach" is described as the horse being discovered at a body condition score of less than 2.5 with no veterinary care provided, neglecting proper veterinary care, the horse being seized by a law enforcement agency for neglect or abuse, the horse being given away or sold to a third party, the horse being offered for sale at auction, or the horse's verified death from neglect or abuse.

Adopter understands that egregious breach of this contract will result in legal action, monetary penalties as provided in this paragraph reports to law enforcement agencies if appropriate, and the publication of adopter's actions in the press. _____ *(initial here)*.

C. Visitation Rights/Updates

Tiny Acres retains the right to visit the horse after giving reasonable notice, generally 48 hours.

The horse will be kept at: _____

Stable Owner's Name: _____

Stable's Street Address: _____

Stable's Phone Number: _____

Adopter agrees to notify Tiny Acres within 48 hours if the horse is moved and provide the horse's new location and all contact information. _____ *(initial here)*

Adopter agrees that Tiny Acres has the right, in its sole discretion and when it sees fit, to require the adopter to provide a written report and photographs or video of the equine, upon an oral or written request by Tiny Acres. Such report shall be provided to Rashelle Stewart via email at tinyacresnwfl@gmail.com and must be provided within (7) calendar days of request. Adopter agrees to address any particular concerns or questions raised by Tiny Acres in said report.

Adopter agrees to provide a written report and photographs when requested by Tiny Acres (Typically Twice Per Year). _____ *(initial here)*

D. Right to Repossess

Should Tiny Acres find the horse either: in a physical condition significantly less than that in which the animal left the rescue facility (for example: thin with the prominence of ribs/or hip bones, covered with visible open or non-healing wounds or other visible signs of poor care, maltreatment or abuse), or living in a squalid environment such as a stall packed with feces or in a small paddock are continually inundated with manure, liquid or other unhealthy conditions, found with no source of clean drinking water present, lack of farrier care, absence of veterinary care including Spring and Fall vaccines, utilization of adopted horse for profit and any form of animal exploitation, or any other egregious breach as defined in paragraph III.B of this adoption contract, this constitutes a breach of contract meriting repossession and **Tiny Acres will repossess the horse without notice to or consent of the adopter. Should this occur, the adopter is liable for Tiny Acre's costs in repossessing the horse and all costs related to returning the horse to a healthy and adoptable condition.** _____ *(initial here)*

IV. Miscellaneous

- A. All terms, conditions, and obligations described within this Adoption Contract shall be interpreted and governed by Florida law.
- B. If any dispute arises regarding this adoption contract, the parties expressly agree that only those courts located within Santa Rosa County, Florida will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.
- C. The parties hereby waive the right to trial by jury in matters arising out of the agreement. Tiny Acres and the adopter hereby specifically acknowledge the aforesaid right to a 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 the agreement, and except as otherwise outlined in this agreement, this agreement shall be binding upon, and inure to the benefit of, Tiny Acres and the Adopter, and the parties' respective representatives, successors, and permitted assigns. For purposes of this agreement, and except as otherwise outlined in this agreement, Tiny Acres shall include without limitation, the individual signing on behalf of Tiny Acres and Tiny Acre's employees, agents, representatives, owners successors, and permitted assigns.
- F. This agreement supersedes and replaces any prior agreements between Tiny Acres and Adopter.

- G. This agreement may only be modified by a written instrument executed by both parties.
- H. This agreement may not be assigned by the adopter without the prior written consent of Tiny Acres, which Tiny Acres may withhold in its sole discretion.
- I. This agreement contains the entire agreements of the parties and any before concurrent and written or oral understanding are deemed merged into this agreement. There are no promises, agreements, representations, or warranties other than those contained herein or expressly incorporated by reference.
- J. 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 outlined in this agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies.
- K. If any provision of this agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provision shall in no way be affected or impaired hereby.
- L. Adopter specifically acknowledges that this agreement is a lifetime bill of sale, and all requirements and restrictions constrained herein, including but not limited to Tiny Acres to regain possession, 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. 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.
- M. 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 adopter or any third-party person or entity taking possession of the equine must 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.
- 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. A copy, facsimile electronic signature, or affirmation by email or other internet communication shall be binding and enforceable.
- P. Adopter releases Tiny Acres from any liability and agrees to hold harmless Tiny Acres and any of its employees, agents, directors, or trustees from all liability related to the horse, and any injury or cause of action related to or caused by the horse. Adopter acknowledges that the information regarding the equine for adoption may have been received by third parties and includes best estimates of unverifiable information about the horse; therefore, Tiny Acres does not warrant the accuracy or correctness of the information. Tiny Acres makes no representations or guarantees about the soundness, abilities, temperament, or health of the horse from the time said equine is released to the Adopter.

Please read carefully before signing and ensure that you fully understand the agreement. Tiny Acres strongly encourages adopters to review this contract with their attorney at their discretion.

_____ (*initial here*)

I, the ADOPTER, have fully read, comprehended, accepted, and agreed to abide by the above agreement and conditions.

Printed name of the Adopter

Signature of the Adopter

Date

Address: _____

City: _____

State: _____

Phone: _____

Email: _____

_____/Date_____

Signature of Tiny Acres Northwest Florida, Inc. Representative

You agree that a Tiny Acres NWFL representative has fully discussed the needs of the adopted horse and you are comfortable with providing the needed care that is required.

Signature of ADOPTER

Date
