

Elegius Mini Equine Sanctuary

Adoption Contract

I, _____ hereinafter referred to as the "adopter", hereby agree with the Elegius Mini Equine Sanctuary, hereinafter referred to as "EMES", to adopt the equine designated as _____ under the following terms:

The adopter has experience caring for horses.

The adopter agrees to provide good fencing, appropriate pasture/grazing space, safe shelter/shade, access to clean drinking water throughout the day/evening, and appropriate feed to the adopted equine.

The adopter agrees to provide proper veterinarian examinations and vaccinations on a yearly basis and to provide appropriate veterinarian care when the equine needs treatment for any illness. Farrier care is to be provided every 6 to 10 weeks.

The adopter understands that the rescue organization has the right to check on the welfare of the adopted equine at any time. If the equine appears not to be receiving proper care the equine must be returned to EMES.

Under NO circumstances can the adopted equine be sold at a horse auction or "kill sale". **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.** If this occurs, the adopter will face legal ramifications.

If at any time the adopter is not able to care for the equine for any reason, the equine must be returned to the EMES. The adopter will notify the EMES of the need to return the equine and will assist with arrangements for transportation of the equine back to the EMES. If the adopter knows of a person who would like to take ownership of the equine (such as a family member or neighbor), that individual would need to go through the EMES adoption process, including completing an application, providing references, and agreeing to a site visit. The adopter would still need to contact EMES about their situation, provide the name, phone number and address of the potential adopter and seek approval for the transfer of ownership before the transfer would occur. It is possible the equine would need to physically return to EMES while the new adoption process was in progress.

All male equine adopted from EMES have been gelded. Female equine shall not be bred under any circumstances.

Upon death of the equine, the adopter will provide the EMES with a copy of a certificate of death from a licensed veterinarian which will include a statement of the probable cause of death.

In the event the undersigned fails to comply with the terms of this adoption contract, the EMES reserves the right to commence legal proceedings to recover the equine and the undersigned shall be liable for all costs including damages to EMES to include reasonable attorney fees in connections with such legal proceedings and transportation expenses to return the equine to the EMES.

By signing this contract, I agree not to hold the EMES liable in the event of injury, death, or damage to any human, animal, or property as a result of activities or actions of the equine I adopt.

Signature of Adopter: _____

Date: _____

Signature of Rescue Organization Representative: _____

Date: _____