



Saving Grace Rescue

Equine Adoption Contract

This EQUINE ADOPTION AGREEMENT ("Agreement") entered into on this ____ day of _____, 20____ ("Effective Date"), by and between _____ ("Adopter") and Saving Grace Rescue ("SGR");

Agreement is made for the equine known as _____, Aged _____, Color _____, Sex: _____.

Adopter has applied for and has been approved to adopt the above-named equine through SGR.

ADOPTION

1. This Agreement shall remain in effect from the Effective Date above until the equine's death or the Adopter transfers ownership to a SGR approved adopter and a new Agreement is signed for said equine.
2. All fees and expenses, including adoption fees and those incurred as a result of repossession, including any legal fees, are non-refundable and SGR is not liable for reimbursement.
3. Adopter acknowledges that continued possession of said horse is contingent upon Adopter fulfilling all obligations, terms, and conditions pursuant to the signed Agreement for said equine, and any breach of the Agreement requires the immediate return of said equine to SGR.
4. Adopter understands and agrees that equines adopted under the SGR Adoption Program ("Program") are intended to be care for and placed with the Adopter for the remainder of the equine's natural life. If an adopter decided to end an adoption for any reason they must notify SGR prior to the horse leaving their care. Adopter may keep the equine in Adopter's care for at least thirty (30) days to allow SGR to locate a foster. During this time, Adopter shall comply with the Standard of Care and shall not transfer possession to anyone without SGR approval.
5. SGR reserves the right to approve or deny another Adopter for said equine. If a new adopter is found for the equine, they will need to fill out an SGR Adoption Application for the equine. If approved, they must also sign an Equine Adoption Contract with SGR before taking ownership of said equine.
6. Adopters shall not transfer, sell, give away, lease, neglect, abuse or cause any other person to claim to have any partial or full ownership of any equine adopted through SGR. If Adopter violates this provision, Adopter shall reimburse SGR for any and all legal fees incurred in recovering the equine in question, for the entire rehabilitation of the equine prior to adoption and for the fair market value of the equine, as

determined by the rescue. Adopter understands that this sum would far exceed the small adoption fee paid toward the adoption of the equine at the time of signing this contract.

7. If, at any time, Adopter experiences a rescue confirmed health or financial emergency which makes care impossible or substantially difficult, Adopter shall immediately notify SGR.

8. Adopter acknowledges an opportunity to inspect the equine, including the use of a qualified veterinarian, has been offered and/or conducted and is satisfied with the equine's condition.

9. Adopter shall comply with the Standard of Care contained herein. SGR may remove any SGR equine from Adopter at any time, without notice, if SGR determines, in the Board's sole judgment, that Adopter has failed to comply with the Standard of Care and thus endangering the life of the equine.

10. Adopter shall provide all necessary veterinary and farrier care to the SGR equines in Adopter's care. SGR is not responsible for the vet care, farrier care, board, or feed costs of the equine until such a time as said equine is returned to our facility per the conditions laid out in this contract.

11. Adopter shall comply in a timely manner with SGR requests for information about any adopted equines in Adopter's care. Timely compliance and suitable condition are required throughout the life of the equine while in the adopter's care.

12. SGR, its Board, or volunteers shall not be liable for any damages or injury caused to Adopter or any third person by the equine before or after Adopter has taken possession of the equine. Further, if any third person makes a claim against SGR or any of its Board or volunteers as a result of any conduct of the equine in Adopter's possession, Adopter shall indemnify and hold SGR, its Board, and volunteers harmless from any such claims, including, but not limited to, medical costs and attorney's fees resulting from such claim.

13. SGR shall make best efforts to disclose the history of equines. Adopter acknowledges that the equines in question are rescued equines, and in most circumstances, SGR may have little or no knowledge about the equine's prior life or training. SGR does not make any guarantees or representations regarding an equine's temperament or training. SGR does not make professional assessments due to the unknown histories of the adoptive equines; The adopter agrees to have evaluated the equine and to have been given the chance to bring in outside experts to evaluate the equine before adoption.

14. In the event of Adopter's death, Adopter's estate shall return the equine to SGR. No transfer of ownership of equines shall occur under this Agreement. Accordingly, equines adopted through the Program shall not be included in Adopter's estate. If Adopter beneficiaries choose to submit an Application for Adoption and are approved, this clause may be waived.

STANDARD OF CARE

1. SGR equines shall, at all times, have a clean, safe shelter (a minimum of a three-sided stable shelter), sufficient quality hay, concentrated feed (when needed), free choice water and mineral access, routine farrier trims, access to vet care (as needed), routine deworming and vaccinations, training (if needed), safe

fence and pasture (nothing loose, exposed, sharp) and sufficient room for exercise. Adopter shall not withhold any medical or dental care for any reason.

2. SGR equines shall not be bred, left un-gelded (if adopted too young from SGR to already have been altered), left untrained, beaten, or abused. Adopter shall treat equines with kindness and compassion at all times. Adopter shall provide a copy of this Agreement to any boarding stable or veterinarian Adopter uses. If Adopter breaches this provision and breeds a SGR equine, Adopter shall forfeit the foal. Adopter shall return the foal and the adoptive equine to SGR.

3. Parties acknowledge that the equine is adopted "as is" and "with all faults."

MISCELLANEOUS

1. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Virginia law, excluding any laws that direct the application of another jurisdiction's laws.

2. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the Adopter assumes all reasonable attorney fees, and costs and expenses incurred by the Adopter without regard to outcomes of said litigation, arbitration or other proceeding;

3. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties;

4. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement;

5. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible;

6. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

7. Right of removal. Upon material breach of this Agreement, SGR, Inc. will immediately remove said horse without incurring any responsibility to Adopter. Right to collect fees and costs. This Agreement is terminated

upon a breach of any material term and the SGR has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

8. Damages.

- a. Compensatory damages. If a breach of contract occurs, the rescue shall recover the adopted equine, damages from the adopter for all rescue attorney fees, litigation costs and equine rehabilitation costs, when necessary. These costs are not limited to transportation costs, veterinary expenses and nutritional expenses if the horse returns to the rescue in less than optimal health and weight.
- b. Should the adopter cause the adoptive horse to be irretrievable by the rescue through death due to neglect, sale or other means, the rescue shall recover the average cost to rehabilitate an equine in the sum of \$2,500.00, as well as damages from the adopter for all rescue attorney fees and litigation costs.

9. Jurisdiction

- a. All litigation, arbitration or other proceeding resulting from this adoption or contract shall take place in Virginia Beach, Virginia, the location where Saving Grace Rescue resides.

This contract must be signed, notarized and delivered the day that an adoptive horse is picked up or mailed prior if equine is being delivered or transported professionally. Anyone signing this contract agrees they have reviewed all information and agree to all standards set forth therein.

Adopter

Date

NOTARY SIGNATURE AND SEAL

Saving Grace Rescue

Date