



ADOPTION AGREEMENT AND BILL OF SALE

This ReDux Equine Rescue, Inc. ("RER") Adoption Agreement and Bill of Sale ("Agreement") is entered into and effective this _____ day of _____, 20____, by and between ReDux Equine Rescue, Inc., a 501(c)(3) non-profit corporation and _____ ("Adopter").

For and in consideration of the rights, obligations and duties set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ADOPTED HORSE.

Adopter agrees, pursuant to and in accordance with the terms and conditions of this Agreement, to adopt and provide reasonable care and maintenance for the following horse owned by RER ("Adopted Horse"):

(A) Name of Horse: _____

(B) Age of Horse (approximate): _____

(C) Sex of Horse: (circle) gelding or mare

(D) Breed of Horse: _____

(E) Color of or Markings on Horse: _____

(F) Registration No. (if known): _____

(G) Registry: _____

2. TRANSFER OF OWNERSHIP AND POSSESSION.

(A) **Conditions.** As consideration for Adopter's payment of the adoption fee in the amount of \$_____ ("Adoption Fee"), RER agrees to transfer 100% ownership interest in the Adopted Horse to the Adopter free and clear of any clouds on title, liens, or encumbrances. The Adopter shall take possession of the Adopted Horse on the effective date of this Agreement, at which time the Adopter assumes all risk of loss or injury to the Adopted Horse as well as all costs and liabilities arising out of the ownership of the Adopted Horse. Further, upon receipt of the Adoption Fee, RER shall tender any registration papers in its possession to the Adopter.

(B) **Prohibited Uses.** Adopter agrees that under no circumstances shall the Adopted Horse be used for breeding purposes, racing purposes, sold at auction for slaughter or sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the Adopted Horse to be sold at auction for slaughter.

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3. RELEASE.

Adopter hereby releases, discharges and agrees to defend, indemnify, and hold harmless RER, its directors, officers and volunteers, from and against any and all claims, causes of action, liens, damages, losses, or injury (collectively "Loss") which may be asserted by Adopter and/or any third party for Loss caused directly or indirectly by the Adopted Horse or relating to or arising out of the use or care of the Adopted Horse as of the effective date of this Agreement.

4. PRE-PURCHASE EXAM.

Adopter stipulates and acknowledges that the Adopter had the opportunity to have the Adopted Horse examined by a veterinarian of Adopter's choosing and is satisfied with the results. Adopter understands and agrees that RER makes no warranties, expressed or implied, as to the Adopted Horse's health or fitness for any particular purpose and that the Adopter is relying solely on the results of the pre-purchase exam (if conducted) and in any event not on any representations, suggestions, guarantees, or other statements by RER or anyone on its behalf. Both RER and Adopter agree that the Adopted Horse is being adopted in its "as is" condition.

5. GENERAL CARE REQUIREMENTS.

Adopter will, at Adopter's sole risk, cost and expense, care for and maintain the Adopted Horse in accordance with "Horse Care Guidelines: The Humane Society of the United States." Adopter agrees to use safe, humane, and ethical methods of handling and training when working with the Adopted Horse. Adopter shall not breed the horse. Should Adopter fail to provide this level of basic care, at RER's discretion, Adopter shall be considered in material breach of this Agreement.

6. FUTURE CARE.

(A) Inspection. Adopter understands that RER will occasionally contact the Adopter to provide support, if needed, and check the progress of the Adopted Horse. Adopters are encouraged to contact RER with any questions or concerns and to let RER know how the Adopted Horse is doing.

(B) Death. Adopter agrees to notify RER as soon as possible upon the death of the Adopted Horse. Under no circumstances shall the Adopter cause the Adopted Horse to be put down or otherwise humanely destroyed without the recommendation of the Adopted Horse's treating veterinarian.

7. TERMINATION OF ADOPTION AND REHOMING.

All RER adoptions are intended to last for the lifetime of the Adopted Horse. RER understands that not all adoptions will be successful through no fault of the Adopter or Adopted Horse. If Adopter determines that Adopter is unable to keep the Adopted Horse, please contact RER. RER will do its best to provide the necessary support to keep Adopter and the Adopted Horse together. RER always welcomes back its Adopted Horses. Should Adopter rehome the Adopted Horse, RER must be notified, prior to the equine

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being placed into the possession of such individual or organization, of the name, address, and telephone number of any individual or organization intending to take possession of the Adopted. The terms of this Agreement shall be binding on any future individual or organization taking and/or in possession of the Adopted Horse for any reason.

8. TRIAL PERIOD.

A trial period will be allowed for ten (10) calendar days ("Trial Period") during which the Adopted Horse will be placed with the Adopter, but the Adopter may return the Adopted Horse to RER for any reason. The adoption fee is considered a donation to RER and is non-refundable. The Adopter Horse may be exchanged for another horse of the same value if the circumstances meet the following criteria:

(A) Notice of the intention to return the Adopted Horse must be received in writing by RER within the ten (10) calendar day Trial Period and the Adopter shall pay for transporting the Adopted Horse back to RER in the same or better condition as the Adopted Horse was received.

(B) If the Adopted Horse has been registered in Adopter's name, Adopter shall provide all properly executed assignment documentation to RER at the time of return of the Adopted Horse.

(C) Adopter is responsible for any and all expenses during the Trial Period.

9. REMEDIES UPON BREACH.

(A) Repossession of Adopted Horse. In the event RER determines, in its sole discretion, that Adopter is in breach of any term of this Agreement, or becomes aware that Adopter received a warning or citation for the inhumane treatment of any animal or the Adopted Horse, this Agreement shall be immediately terminated and any further rights of Adopter to the Adopted Horse considered null and void with no right of reimbursement for any incurred fees, costs, or other obligations regarding or relating to this Agreement or the Adopted Horse. Upon such breach, in addition to other remedies and damages available to RER under this Agreement or applicable law, Adopter hereby authorizes a representative of RER, without warrant or other required notice, to enter the property where the Adopted Horse is located and to take immediate physical possession of the Adopted Horse without recourse from Adopter or other third parties.

(B) Attorney Fees and Court Costs. Adopter agrees to pay all reasonable attorneys' fees and costs incurred by and/or on behalf of RER in enforcing this Agreement or defending against any claim arising out of or relating to this Agreement or the Adopted Horse.

10. NOTICE.

All notices required or permitted hereunder will be deemed to have been delivered on the same day when sent via electronic mail, will be deemed delivered three (3) business days after mailed with U.S. Postal Service, and will be deemed delivered the next business day when mailed by overnight delivery to the contact information provided on the signature page of this Agreement.

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11. MISCELLANEOUS PROVISIONS.

(A) Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and the parties agree and consent to the jurisdiction of the State of Georgia and venue in Oglethorpe County, Georgia.

(B) Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

(C) Entire Agreement; Modifications. This Agreement represents the entire agreement between the parties relating to the adoption of Adopted Horse and can only be amended by a writing executed by both Adopter and an authorized representative of RER. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the Adopted Horse other than those incorporated herein.

(D) Waiver. No waiver of any breach or condition of this Agreement by RER shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

(E) Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of RER and Adopter, its and his/her respective heirs, executors, administrators, successors and permitted assigns.

(F) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way extend the scope or intent of this Agreement or any provision hereof.

Adopter:

Print Name: _____

Signature: _____

Date signed: _____

Mailing address: _____

Physical address where Adopted Horse will be located:

Phone: _____

Email: _____

Attached a copy of Adopter's driver's license or photo ID.

Adopter Initials: _____

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ReDux Equine Rescue, Inc.:

Print Name: _____ Title: _____

Signature: _____

Date signed: _____

Address: 242 Mitchell Farm Road, Colbert, GA 30628

Phone: 762-499-2177

Email: adoptions@reduxrescue.org

Adopter Initials: _____