

ADOPTION/ CAREGIVER CONTRACT

AGREEMENT made this _____ day of _____ (month) _____ (year), by and between _____ (hereinafter referred to as the "Myself/I") and _____ (hereinafter referred to as "Adopter"). In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

I agree to place (horse name) _____ described as: _____ age _____ sex _____ color _____ size _____ Freezebrand/microchip/tattoo# (if available) (hereinafter referred to as "Horse") to Adopter on this day _____ of _____ (month), _____ (year), for the purpose of providing a safe, healthy and loving environment for the horse.

Adopter AGREES TO THE FOLLOWING:

1. GENERAL AGREEMENT

Adopter agrees _____ (Myself) is placing the Horse with the Adopter in exchange for (1) Adopter's agreement to comply with the terms of this Contract and (2) the companionship the Horse will provide to the Adopter.

2. GENERAL RESTRICTIONS

(a) The Horse MAY NOT BE RACED, BRED, USED FOR EMBRYO TRANSFER, SOLD, GIVEN AWAY, ASSIGNED, TRANSFERRED, LEASED, SLAUGHTERED, USED FOR ANY COMMERCIAL PURPOSE WHATSOEVER, OR DISPOSED OF BY THE Adopter.

(b) In the event the Adopter is no longer able to provide good care for the horse(s) he or she CANNOT give away, sell, lease or transfer the horse. We expect you will find or assist Myself in finding a loving home for the Horse that must also be approved by Myself. In the rare case a new home is not secured, the Horse must be returned to Me. The Adopter will immediately notify Me and will only release the Horse to Myself.

Adopter agrees that the Horse will have proof of current negative Coggins test and be up to date on inoculations, worming, dental and hoof care, at the Adopter's expense.

(c) In the event of Adopter's death, named horse must be released only to the Myself within ten (10) days of the date of death of Adopter, or an Adopter approved by myself.

(d) You understand I retain ownership of the horse.

3. CARE OF HORSE

(a) The Adopter will ensure that the Horse maintains the weight and condition described as 5-6 on the Henneke Scoring System.

as per the standards published by the National Animal Control Association listed at the end of this contract. (* See note on Sample Veterinarian Follow-up form, a copy of which is attached hereto.) The Adopter hereby acknowledges that the Horse may not be in "Condition #6 Moderately Fleshy" at the time of placement and agrees to improve condition of said horse to Condition #6 within a reasonable amount of time not to exceed thirty (30) days and will provide proper care to maintain its weight at "#6 Moderately Fleshy." The Adopter agrees that the Horse will have free access to water, a shelter with a minimum of three sides and safe fencing. The Adopter agrees that the Horse will not, for any length of time, be turned out in a paddock or kept in any area with any barbed wire fencing or remnants thereof and will not be housed at any time in a stall or shelter smaller than 10' x 10'.

4. REQUIRED VETERINARY CARE and VETERINARY FOLLOW UP FORM*

A. Your licensed veterinarian must complete a veterinary follow-up form semi-annually (it is suggested to coincide with vaccinations) and submit to Myself.

6. ILLNESS, INJURY OR DEATH

a) The Adopter agrees to provide recommended veterinary care for illness and/or injury of the Horse according to its needs and/or according to the requirements of the ordinances of the County of _____ and the laws of the State of _____.

(b) In the event of the death of the horse, the Adopter will, within forty-eight (48) hours, notify the Myself, (I) of the death, (II) the cause thereof and, (III) the circumstances surrounding the death. Within five (5) days of the death of the horse, a signed statement from a veterinarian licensed to practice veterinary medicine in the state where the death occurred must be forwarded to the Myself confirming the apparent cause of death. Euthanasia, when necessary, may only be performed by a licensed veterinarian.

7. MOVING STABLE ARRANGEMENTS

The Adopter may only move the horse to a new location if I am informed in writing thirty days prior to the proposed move, and Myself approves the new facility prior to the move. Said horse will reside at:

Contact Person _____

Tel _____

Address of stabling site _____

Tel _____

Directions from nearest interstate route and/or major city:

and will not be moved from, the following address without the written approval of the Myself.

9. OTHER:

A representative of the Myself or duly authorized agent thereof shall be permitted to visit the Horse(s) at its location without prior notice to the Adopter and may remove the horse from said location at the discretion of the Myself.

The Adopter agrees to pay the expenses to improve the condition of the Horse, transportation, all attorney's fees, and court expenses, staff time, and all other related expenses should a licensed veterinarian find the horse is not adequately cared for.

10. Myself LIABILITY LIMITS:

The Adopter agrees to hold harmless the Myself, owners of the Horse and former owners of the Horse for damage or injury caused to any person or property by the Horse including but not limited to all attorneys' fees, costs and expenses of litigation as well as any award for damages, any and all medical expenses or other costs incurred as the result of damage or injury to any person or property. The Adopter is aware that Myself does not guarantee or warrant the general condition, temperament, or soundness of any horse. Adopter is advised to obtain appropriate liability insurance coverage, as the Myself will not be responsible for any liability.

11. VALIDITY AND NON-WAIVERS

In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. If Myself fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and the Myself shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all times.

12. ENTIRE AGREEMENT/AMENDMENT

This Adoption/Adopter Contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter. This contract may be modified or amended in writing, if such writing is signed by both parties and ATTACHED hereto on a separate addendum.

13. LAWS OF STATE GOVERNING AGREEMENT

This Agreement shall be governed by the laws of the State of _____. The parties hereto agree to the jurisdiction of the Courts of (your state/jurisdiction here) . The adopter will incur all expenses should Myself need to pursue legal action or action to help and recover possession of said horse.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written. I understand the following (please initial each)

_____ I cannot race, sell, breed, use for embryo transfer assigned, transferred, leased, slaughtered, or used for commercial use.

_____ Should I not be able to provide good care to this horse, Myself expects your assistance to find a new home, but this home must be approved by Myself or the horse must return to Myself.

_____ I understand the Veterinary Follow-ups must be submitted semi-annually.

_____ If the horse changes location, Myself must be informed prior to moving.

Adopter/ Adopter (must be at least 18 yrs. old) –

Print Name_____

Adopter/Adopter Signature:_____

Date _____ **Cell Ph#:**_____

WorkPh#:_____ **Email**_____

Address: _____

City _____ **St** _____ **Zip** _____

License # or SS# _____