



ADOPTION AGREEMENT

This Adoption Agreement (hereinafter "Agreement") is entered into on this date _____ between Freedom Hill Horse Rescue, Inc. (hereinafter "FHHR"), a 501(c)3 Non-Profit Charitable Organization whose mailing address is P.O. Box 606, Dunkirk, MD 20754 and the following individual(s) (hereinafter "Adopter"):

Adopter's Name(s):

Address:

Email Address:

Cell Phone: _____ Home Phone:

Address of the location the horse will be housed (if different than adopter):

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- 1. ADOPTED ANIMAL:** The Adopter hereby agrees, pursuant to and in accordance with the terms and conditions as set forth in this Agreement, to adopt and provide care for that equine known as the following and of which is currently owned by FHHR: **Equine's Name:** _____
 - 2. TRANSFER OF POSSESSION OF ADOPTED ANIMAL:**
 - A. Continuing Conditions** FHHR hereby agrees to transfer possession of the Adopted Animal to the Adopter, subject to the continuing conditions set forth in this Agreement.
 - B. Adoption Donation.** The Adopter understands that a **non refundable adoption donation** in the amount of \$ _____ shall be made to FHHR. This adoption donation must be paid in full before the Adopted animal is removed from FHHR's premises. The Adopter should consult his/her independent tax advisor to determine deductibility as we are a 501(c)3 Charitable Organization. **Note: Deposits that are put down to hold a horse until the horse is moved to its adoptive home are also non-refundable and are considered a donation to the rescue.**
 - C. Disclosure and Release Agreement.** The Adopter must execute this Disclosure and Release Agreement, prior to FHHR allowing the Adopter to remove the Adopted Animal from FHHR's premises. **Note: THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT IS AN AGREEMENT OF POSSESSION. Accordingly, this agreement does not transfer any title to or ownership interest in the adopted animal. Therefore, at all times, FHHR retains ownership rights in and title to the adopted animal. A transfer of ownership may be done after one year of adoption is completed if FHHR deems the adopted animal safe and cared for in an appropriate manner and suitable for the adoptive home to take on ownership rights.**
 - 3. GENERAL ADOPTED ANIMAL CARE REQUIREMENTS:** The Adopter will, at his or her own expense, care for and maintain the Adopted Animal upon written request by the Adopter to FHHR. Such required care and maintenance shall include, but shall not be limited to, the following: providing the Adopted Animal with adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items of supplements set forth in Section 4 below; safe and adequate shelter, which shall include at least a stall, run-in shed and turnout area/grass pasture with adequate fencing (i.e. no barbed wire); proper, adequate and regular exercise; adequate and appropriate training; appropriate hoof care no less often than every six to eight weeks; any required veterinary attention, including yearly vaccinations of Rabies, EWT, Rhino, Flu and any other diseases for which vaccines may be generally recommended in your State or the State of Maryland from time to time (i.e. West

Nile Virus; Potomac Horse Fever); and treatment as preventative care against parasites as recommended by your veterinarian. FHHR may, at their sole discretion, require receipt of proof of any and all of the above required actions. Should the Adopter fail to provide to FHHR such proof within five business days after such request is made by FHHR then the Adopter shall be considered in material breach of this Agreement, thereby rendering FHHR obligation to allow continued possession of the Adopted Animal null and void, and rendering this Agreement terminated in accordance with Section 8 hereto.

a. Updates: an update on the adopted animals mental and physical condition is expected upon arrival to adoptive home and within one week of transfer to the adoptive home via email. Another update will be expected in one month, again in 3 months and then 6 months and then yearly as of Jan 1st of the year following the date on this contract. Annual updates will include current pictures of the adopted animal.

b. Prohibited Uses: Adopter agrees that under no circumstance shall this animal be bred or sold or given away for any purpose.

4. **CARE REQUIREMENTS SPECIFIC TO THE ADOPTED ANIMAL:** The Adopter understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. FHHR hereby provides the Adopter with the health records of the Adopted Animal that were known to FHHR at and/or after the time FHHR obtained possession of the Adopted Animal, and the specially required medications and nutritional needs of the Adopted Animal. FHHR and the Adopter agree that FHHR makes the following disclosures as a courtesy to the Adopter and these disclosures are merely opinions. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health or mental disposition of the Adopted Animal.

a. Health History and Health Problems of Fostered Animal:

See provided Medical Records. No known problems.

b. Required Medications and Supplements for Fostered Animal:

N/A

c. Feed Requirements for Fostered Animal:

Currently on an all hay/grass diet.

5. **LIMITATIONS AS TO RIDING THE ADOPTED ANIMAL:** The Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal. The Adopter agrees to ride the Adopted Animal only in accordance with those limitations in order to ensure that there will be no additional injuries to the Adopted Animal or injuries to the Adopter.

a. Specific Riding Limitations of Adopted Animal:

6. **LOCATION AND INSPECTION OF ADOPTED ANIMAL:**

A. Location of Adopted Animal. The Adopter agrees to notify upon the execution of this agreement the exact location of the facilities where the Adopted Animal will be kept.

B. Inspection of Adopted Animal. The Adopter agrees that representatives of FHHR may make unannounced visits to the facility where the Adopted Animal is kept at any reasonable time to confirm that the Adopter is providing the care and maintenance pursuant to and in accordance with the terms of this Agreement. This is usually only done if the Adopted animals care is in question.

C. Change in Location of Adopted Animal. In the event that the Adopter should desire to move the Adopted Animal from the initial facilities of the Adopted Animal to a different facility after the Adopter assumes possession of the Adopted Animal, the Adopter agrees to notify FHHR at least 15 business days prior to the proposed move of the proposed new location of such new facilities of the Adopted Animal.

D. Boarding of Adopted Animal. In the event that the Adopter should desire to board the Adopted Animal at any facilities of FHHR, Adopter and FHHR shall enter into and execute a Horse Boarding Agreement as agreed upon below. Adopter agrees to pay FHHR \$10.00 a day or \$200.00 per month to

- board the adopted horse from the date of this contract until the horse is transferred to its new home. The projected date of transfer is _____. **Board will be required ___ YES ___ NO**
7. **TRANSFER OF OWNERSHIP OF THE ADOPTED ANIMAL:** If after one year of adoption, the adopter requests a transfer of ownership and it is granted by FHHR, a Transfer of Ownership Agreement will be completed where FHHR will retain a right of first refusal of purchase should the horse be available for sale and where yearly updates will be expected.
 8. **ADOPTED ANIMAL MEDICAL PROBLEMS ARISING AFTER TRANSFER OF POSSESSION TO ADOPTER:** The Adopter agrees to notify FHHR and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular equine maintenance or already attended to by the FHHR vet and disclosed in this agreement. The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise destroyed without first consulting FHHR and a veterinarian.
 9. **REMEDIES UPON BREACH:** FHHR reserves the right of Repossession of Adopted Animal in the event that FHHR determines that the Adopter is in breach of any term of this Agreement, or becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal on the premises or the Adopted Animal, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, FHHR may enter onto the premises and into the facilities where the Adopted Animal is being kept and may retake possession of the Adopted Animal. In the event this Agreement is rendered null and void by the Adopter's breach of any term of this Agreement, the Adopter shall not be entitled to any reimbursement of any funds whatsoever directly or indirectly related to the Adopter's possession of the Adopted Animal.
 - A. Liquidated Damages.** In the event that the Adopter breaches any term of this Agreement and renders this Agreement null and void, and in addition to the repossession rights set forth in the immediately preceding paragraph, the Adopter agrees to pay to FHHR the sum of at least Two Hundred and 00/100 Dollars (\$200.00) as liquidated damages used to reimburse for the cost of transportation for the horse to return to the rescue unless otherwise agreed upon between adopter and FHHR.
 - B. Attorney's Fees and Court Costs.** Adopter agrees to pay any and all reasonable attorney's fees and any and all court costs of FHHR in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of FHHR's rights and remedies under this Agreement.
 10. **CHOICE OF LAW:** This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Maryland. The parties hereto shall also consent to jurisdiction of the courts of Maryland for all purposes and for any disputes arising
 11. **MODIFICATIONS:** This Agreement shall not be modified or amended except by in writing and signed unanimously by all of the parties hereto.
 12. **ASSIGNABILITY:** The rights and obligations of this Agreement are not assignable by either party, except upon the written agreement of the parties hereto.
 13. **LIABILITY:** It is understood by the Adopter that horses can be dangerous animals and that many unexpected things can happen while caring for horses. The adopter will not hold FHHR liable for any damage the horse may cause to the property the horse is kept at or any bodily harm that may happen while interacting with the horse to the adopter or any other person or persons handling the horse or horses as per this contract.
 14. **NOTICES:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent registered or certified mail, return receipt requested, properly addressed and postage prepaid as follows: Freedom Hill Horse Rescue, P.O. Box 606, Dunkirk, MD 20754 **or** if to Adopter (name and address- same as above on Page 1)

15. **ENTIRE AGREEMENT; MODIFICATIONS:** This Agreement and any Exhibits, attachments or Addenda represents the entire agreement of the parties relating to the adoption of the herein referenced animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

This agreement is accepted by Freedom Hill Horse Rescue, Inc and the Adopter by signing this agreement below:

Adopter Signature: _____ Date: _____

FHHR Executive Director Signature: _____ Date: _____



Date:

Dear _____,

Congratulations from all of us at Freedom Hill Horse Rescue! We are so happy for you and _____. We are thrilled that you are embarking upon this new chapter in your lives together through adoption.

As a friendly reminder, you will need to send us pictures and updates throughout the year so that we know how you and your new horse are doing together. Feel free to share updates with us through the Freedom Hill Horse Rescue Adoptees only group on Facebook at www.facebook.com/groups/FHHRAdoptees/ or email us at freedom.hill.org@gmail.com anytime! We'd love to see how you and your horse are doing as we consider you a part of the FHHR family.

For your convenience, we will need updates on or before the following dates, but we certainly don't mind hearing from you more often:

- Arrival:
- 1 week:
- 1 month:
- 3 months:
- 6 months;
- 1 year:

Also remember that you will need to ensure that your horse continues to receive the proper routine care and have Spring and Fall vaccinations completed, Fall dental floating, hooves trimmed every 6-8 weeks, and deworming in the Spring and Fall or as recommended by your veterinarian.

Please feel free to contact us with any questions or concerns that you may have regarding your new horse. We are here to help you in any way that we can. Thank you for your kindness and for being a part in helping horses be "Free to Live Again!"

Best Wishes,

Cathy Hurley
Adoptions/Foster Coordinator