



Equine Rehoming Contract Adoption Agreement

This EQUINE ADOPTION AGREEMENT (“Agreement”), entered into on this ___ day of _____, 20__ (“Effective Date”), by and between _____ (“Adopter”), and THE SHANE CENTER (“Owner”); WHEREAS, Owner is a non-profit entity that provides therapeutic riding services.

Agreement is made for the Equine known as _____ (equine). Age: ____ Color: _____ Sex: _____ Adoption Fee: _____.

WHEREAS, Adopter has applied for and been approved to adopt _____ (equine) through Owner;

WHEREAS, Adoption shall be interpreted as ownership of the equine. Adoption means, for the purpose of this contract, to assume care of the equine with contingencies set forth in this document.

NOW, THEREFORE, the parties agree to the following:

ADOPTION

1. This Agreement shall remain in effect from the Effective Date until the equine’s death;
2. Adopter acknowledges that they are taking ownership of the equine, and any breach of the Adoption Agreement requires the immediate return of said equine to Owner.
3. Adopter understands and agrees that equines adopted from The Shane Center are intended to be cared for and placed with the Adopter for the remainder of the equine’s natural life. Adopter agrees to follow guidelines with their licensed veterinarian regarding humane euthanasia if/when needed to relieve the pain and suffering of an equine that cannot live without pain and proper quality of life. Adopter shall only euthanize the equine for sound medical reasons. In the event that a medical determination is made that the equine must be euthanized, Adopter shall notify Owner immediately, when possible. In any event, Adopter shall notify Owner within twenty-four (24) hours of euthanasia and provide proof of humane euthanasia from Adopter’s veterinarian;
4. Adopter agrees to comply with the Standard of Care for the equine and ensure the equines’ health, including routine vaccines, farrier work, and dental care, and appropriate nutrition.
5. If an adopter decides to end an adoption equine(s) shall be returned to The Shane Center upon 30 days’ notice from Adopter.

6. Adopters shall not transfer, sell, give away, or lease, the equine unless approved by The Shane Center. If Adopter violates this provision, Adopter agrees to reimburse Owner for any and all legal fees and other expenses incurred in recovering the equine in question.
7. During the first twelve (12) months of the adoption, Adopter agrees to provide photo updates of the equine each month. Adopter shall complete a veterinarian screening which shall contain a verifiable statement of equine condition at the conclusion of the first twelve (12) months of adoption to confirm equine is at a health weight and is receiving care that meets the standards listed within this Agreement. Alternatively, Adopter may schedule a farm visit with Owner. Adopter shall reimburse Owner for travel costs incurred to conduct a farm visit. At the conclusion of first twelve (12) months following adoption, Adopter shall provide annual updates to include two (2) photos that are current for that year and an overview of the equine's condition for remainder of the equine's life;
8. Adopter shall comply with the Standard of Care contained herein. Owner may remove any Owner equine from Adopter at any time, if Adopter has failed to comply with the Standard of Care and thus endangering the life of the equine;
9. Adopter shall notify Owner if, at any time, Adopter cannot continue to care for said equine. Adopter shall transport the equine, at Adopter's expense, to Owner. If Owner cannot accept the equine, Adopter shall pay reasonable board at a location selected by Owner. Alternatively, Adopter may keep the equine in Adopter's care for at least thirty (30) days to allow Owner to locate a foster facility. During this time, Adopter shall comply with the Standard of Care and shall not transfer possession to anyone without Owner approval;
10. Adopter agrees that while Adopter has possession of said equine, Owner shall be allowed to enter Adopter's premises where the equine is located to inspect the equine and premises to verify compliance as long as Owner provides a twenty-four (24) hour notice to Adopter.
11. Adopter hereby agrees to assume any and all risks of injury, death or property damage whether those risks are known or unknown. Adopter agrees to forever release Owner, its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, from any and all actions, claims or demands that Adopter, Adopter's heirs, distributes, guardians, next of kin, spouse or legal representatives now have, or may in the future, for injury, illness, death or property damage related to said equine adoption;
12. Adopter further agrees to indemnify and hold Owner, including its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, harmless for any and all injuries, illnesses or other damages of any sort in any way related to said equine adoption.
13. In the event that any part of this Agreement shall be held invalid or illegal for any reason, such invalidity or illegality shall not invalidate the whole release, but the remaining provisions of the Agreement shall continue to be valid and binding.
14. Owner shall make every effort to disclose the history of equine(s) to the best of its ability.
15. In the event of Adopter's death, Adopter's estate can return the equine to Owner. No transfer of ownership of equines shall occur under this Agreement. Further, Adopter acknowledges that

equines adopted through this program shall be excluded and will not become part of Adopter's estate;

16. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Ohio law, excluding any laws that direct the application of another jurisdiction's laws;
17. 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 prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred;
18. 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;
19. 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;
20. 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;

Default.

(a) Right of removal. Upon material breach of this Agreement, Owner will immediately remove said equine without incurring any responsibility to Adopter.

(b) Right to collect fees and costs. This Agreement is terminated upon a breach of any material term and the Owner has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

STANDARD OF CARE

1. Equines shall, at all times, have a clean, safe shelter (a minimum of a three-sided stable shelter), sufficient high quality hay, concentrated feed (when needed), free choice water and mineral access, routine farrier trims (as needed), access to vet care (as needed), routine worming and vaccinations, training (if needed), safe fence and pasture (nothing loose, exposed, sharp) and sufficient room for exercise. Adopter shall always have an equine dentist, veterinarian or farrier made available to the equine if needed;
2. Adopter shall treat equine with kindness and compassion at all times.
3. Parties acknowledge that the equine is adopted "as is" and "with all faults".

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.

Adopter:

Signed this ____ day of _____, 20____.

Witness

By: _____

Adopter Signature

Adopter Printed Name

Owner:

Signed this ____ day of _____, 20____.

Witness

By: _____

Owner Signature

Owner Printed Name