

EQUINE ADOPTION CONTRACT

THIS AGREEMENT is made on this _____ day of _____, 2020 by and between _____, hereinafter referred to as the "Adopter" and _____ hereinafter referred to as "Owner" whose address of record is _____, whose phone number is _____ and whose email address is _____. In reference to the Equine listed below, Adopter agrees to pay the adoption fee of \$_____. Further, it is agreed that this Contract extends to all successors, heirs, executors or any other concerned parties should the Adopter become unable or unwilling to care for the Equine for any reason.

Description of Equine Name _____ Microchip Info _____ Registration Number _____ Breed _____ Color _____ Age _____ Sex _____ <i>(It is understood that description of breed and age may be a best estimate as the Equine may have come to GAIT, Inc. with limited history available. Inaccuracy of this information does not void this Contract)</i> Special health needs: ADOPTER INFORMATION Name _____ Equine Location address _____ Adopter Mailing address _____ Phone _____ Email _____	Insert pictures here
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Contract Terms

1. Adopter understands and agrees that the Equine identified in this contract may not be sold, given away, lent, leased, sold for slaughter or at auction, removed from Adopter's personal supervision and control or removed from the address described herein, except for emergencies, shows, trail rides and other temporary events or situations without written approval of the Owner. Should the equine not be at the location stated herein upon inspection by the Owner or representative of the owner, Adopter will relinquish any rights or interest Adopter may have in the equine if requested by the Owner.
2. Adopter agrees to meet the Owner's standards of care for said Equine. This includes but is not limited to maintaining good nutritional health, vet care, vaccinations, worming, dental care and hoof care. Adopter also agrees to provide adequate shelter for the Equine, this shelter may be in the form of safe stabling, run-in shed or tree cover adequate to provide shelter from wind and sun. Adopter has been made aware of any known special health needs and agrees to provide medications that may be necessary to manage any known health problems.
3. Should the Adopter decide that the Equine is no longer wanted for any reason, Adopter understands that they are to contact the Owner immediately to return the Equine. No refund of adoption fees will be granted after 30 days of the signing of this Contract.
4. Adopter agrees that the Owner or an authorized representative of the Owner may enter the property where the said equine resides during normal business hours and without notice to determine if all conditions of this adoption contract are being complied with completely. Adopter understands that should a violation of any of these terms found in this agreement be found and in the judgment of the Owner, determined that such conditions represent a danger to the

health and welfare of the equine, Adopter hereby authorizes the Owner to enter the property at any time and without further cause or warrant upon the land where said equine resides and take immediate physical possession of said equine without recourse from Adopter.

5. Adopter further agrees that Adopter will accept all responsibility for any action or lien resulting from any action, directly or indirectly involving said Equine while it is in Adopter's possession and under Adopter's care and control. Therefore, Adopter agrees and understands that neither the Owner nor its employees or agents will be liable for any damages or injury caused to Adopter or any third person by the Equine once Adopter receives delivery of the Equine, including but not limited to damages or injuries caused by the fact that the Equine does not behave or perform in the manner Adopter expected. Further, if any third person makes a claim against the Owner or any of its employees or agents as a result of any conduct of the Equine after Adopter has taken possession of the Equine, Adopter agrees to indemnify and hold the Owner, its employees and agents harmless from any such claims, including costs and attorney's fee resulting from such claim.

6. Adopter may personally return the Equine to the Owner or Adopter may arrange for their return to the Owner by an authorized representative of the Owner if Adopter so desires at anytime during the Equine's life. In the event of the Adopter's death, and if Adopter's heirs are unable to maintain the Equine, Adopter's heirs must also return the Equine to the Owner as provided for above.

7. Adopter agrees never to breed the above-described Equine for the duration of the Equine's life. If the Equine is not male horse that is not castrated at the time of adoption, Adopter agrees to have a licensed veterinarian surgically castrate the Equine when it is medically safe to do so. Adopter agrees If the equine is bred, the resulting offspring of the equine automatically becomes the property of the Owner and must be returned to the Owner once it is old enough to be weaned.

8. Failure to comply with the terms of this contract would be considered **Breach of Contract**. Monetary penalties may be assessed at the discretion of the Owner up to and including \$2000 Breach of Contract penalty plus any costs for recovery and transportation of the Equine back to the Owner or Owner's designated representative, any court costs or attorney fees incurred and any associated vet bills, farrier costs or other associated costs related to the Breach of Contract.

9. **Transfer of Ownership Terms** - If after two (2) years following the date of this Contract, provided that terms of the Contract have been met as determined by the Owner, the Owner agrees, at its discretion, to a limited transfer ownership of the Equine to the Adopter. To qualify for this transfer of ownership, the adopter will need to meet the following requirements:

- a. The Adopter will contact the Owner in writing requesting the transfer of ownership at the email or mailing address listed in this Contract.
- b. The Owner will have sixty (60) days to respond to this request. The Owner, during this time, may request a home visit, references, veterinary records, or other documentation to confirm that the Adopter has maintained their Contract with the Owner as it pertains to the Equine.
- c. If, at the discretion of the Owner, it is determined that all terms have been met, the Owner will draw up a Limited Transfer of Ownership Contract giving the Adopter all rights as owner of the Equine except that the Equine may not be sold, given away or otherwise rehomed without giving the Owner First Right of Refusal to repurchase the Equine from the Adopter, and the Equine may never be bred as outlined in No. 7 above in this Contract.
- d. If the Equine is registered with a breed registry and the Owner is in possession of the original registration papers, they will be given to the Adopter at the time that Transfer of Ownership occurs.

- e. After transfer of ownership, should the Adopter decide to rehome the Equine, the Owner will be given First Right of Refusal to repurchase the Equine. The repurchase fee for the Equine will be current market value up to the amount of the original adoption fee.
 - f. At the time of Transfer of Ownership all other terms of this Contract shall terminate except for those outlined in this **Transfer of Ownership Terms** section.
9. Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein and signed by Adopter.

Signature of adopters Date _____ / _____ / _____

Signature of the Owner Date _____ / _____ / _____

Denise Parsons

Printed Name of the Owner

This Contract is electronically executed and issued in two copies as duplicate originals