



# Sweetbeau Horses Mustang Adoption Agreement

This MUSTANG ADOPTION AGREEMENT (“Agreement”) is entered into and effective on this X day of

X 2023 (“Effective Date”), by and between [Name] (“Adopter”) living at

[Address].

---

and SWEETBEAU HORSES (“SBH”); with a location at 7585 O’Donovan Road, Creston, CA 93432, collectively the “the Parties” and the Parties hereby agree to the following terms and conditions.

To be authorized only by signature of the President of the Board, Patricia Griffin-Soffel.

Agreement is made for the below mustang(s):

1. *Mustang known as:*                      *Approx. age:*                      *Color:*                      *Sex:*

The Parties have agreed that the above-named mustang(s) will be adopted for a non-tax-deductible fee of [Amount]. Any separate donations or sponsorships are tax deductible.

WHEREAS, SBH is a non-profit entity that rescues, trains and adopts Wild Mustangs.

WHEREAS, Adopter has applied for and has been approved to adopt a mustang(s) through SBH;

WHEREAS, adoption shall not be interpreted as ownership of the mustang until satisfactory completion of the stated probation period specified herein. Adoption means, for the purpose of this agreement, to assume care of the mustang with contingencies set forth in this document.

NOW, THEREFORE, the Parties agree to the following:

## SECTION 1. DEFINITIONS

- a. **Party or Parties:** shall mean SBH and/or Adopter as listed above.
- b. **Term:** This Agreement shall remain in effect from the Effective Date until the death of the mustang adopted through SBH.
- c. **Mustang(s):** SBH Mustangs that were previously free, untouched or trained horses rescued from crisis situations including Bureau of Land Management (“BLM”) facilities. Sometimes described as feral horses without specified origins, documentation on history or breeding.
- d. **Probationary Period:** When a mustang(s) is placed in your care, a period of adoption probation will begin, lasting a specific time period. This is a critical adjustment period for you, your family and your adoptive mustang(s).
- e. **As Is:** present condition of mustang(s)

## SECTION 2. INTENT OF AGREEMENT

Adopting a mustang is a life-long commitment and should not be made hastily. As such, SBH is committed to matching these mustangs with their “person” through the remainder of their lives. To achieve this, this adoption agreement specifies pre and post possession of mustang terms and covenants during the Adoption Probation Period. This agreement is intended to ensure that regardless of what happens in the Adopters life, SBH has the opportunity to continue to have a positive impact for these mustangs.

Adopter has met the criteria and qualifications to adopt a Sweetbeau Horse. By executing this agreement, Adopter understands and agrees that Sundance, is being placed into your care in good faith, with the intent that Adopter, will become the lawful owner of the mustang(s) for the remainder of their natural life. (\_\_\_\_\_) initial

SBH is confident that you are the right match for your new partner and will have a lifetime of joy and adventures together. We do know, however, that people’s lives can change and unforeseen crisis can occur. Should certain events, such as family health or financial crisis create a situation that would require you to no longer be able to afford or care for your partner, we will make every effort to be of help.

### SECTION 3. FIRST RIGHT OF REFUSAL

- a. **Notice of Intent to Surrender Mustang:** SBH will be given thirty (30) days' notice in writing of Adopters intent to surrender the mustang in Adopters care. SBH will have First Right of Refusal (FROR) to take back the mustang and/or collaborate with Adopter to place the mustang in another qualified home. Within thirty (30) days of time of notice, SBH will notify Adopter of SBH's decided action regarding the future of the mustang.
- b. **Assignment of Terms:** Adopter agrees that if Adopter recommends or finds a new qualified owner, Adopter agrees that the terms of this agreement will be assigned to new owner, who must accept such terms. Approval of the new home will be required by SBH and such approval will not be unreasonably withheld.
- c. **Waiver of Rights:** In the event that SBH agrees to retake ownership of the mustang, Adopter waives all rights including any to impose stipulations or conditions over the transition and recovery of the mustang to SBH. Adopter has no rights or claim to refunds or previous donations or fees associated with adoption or expenses associated with the care of mustang.
- d. **Surrender of Title:** If surrender of mustang is past the probationary period and Adopter has title, Adopter agrees to surrender title and return the mustang without costs to SBH. Adopter agrees to provide recovery expenses, that may include transportation, veterinary care and other related expenses not to exceed an agreed upon amount or five thousand dollars (\$5,000) per mustang.
- e. **60 Day Rehome Policy:** If SBH cannot physically accept the mustang, Adopter will keep the mustang in Adopter's care for no less than sixty (60) days to allow SBH to locate a foster home or new adopter. During this time, Adopter shall comply with the Standard of Care and shall not transfer possession to anyone without SBH approval. Adopter shall continue to provide all necessary veterinary and farrier care to any SBH mustang(s) in Adopter's care. SBH is not responsible for the vet care, farrier care, boarding, or feed costs of the mustang until such a time as a horse is returned back to the SBH facility. If a new home is not found in sixty (60) days, and SBH is not able to assume ownership of the mustang, Adopter is free to transfer possession of the mustang through a sale.

## SECTION 4. PROBATIONARY PERIOD

- a. **This agreement has a twelve-month probationary period** commencing from the effective date of this agreement. This probationary period is designed to assess the adopter's suitability to adequately care for their mustang. The term of the probationary period is determined by a number of factors which include proven horsemanship, groundwork, prior horse ownership experience, and other similar factors.
  - a. Adopter assumes full moral and financial responsibility for the mustang(s) from the date of this agreement.
  - b. During the probation period SBH retains full ownership of the mustang, and the adopter functions as a foster family.
  - c. During this period, SBH may remove any SBH mustang from Adopter at any time, without notice, if SBH determines that the Adopter has failed to comply with the terms as defined in this agreement.
  
- d. **Adopter Experience and Qualifications;** SBH strongly recommends for all adopters (and **requires** for the less experienced) the use of a professional trainers that uses gentle training techniques to facilitate the transition of your mustang into their new environment and to sync your skills with their knowledge. SBH Mustangs have no less than nine (9) months and up to two (2) years of training, however, are not considered beginner horses. They have learned soft and specific cues and Adopter must be willing to adapt to their understanding. Adopter warrants that they have at least two (2) years of experience in the following skills and proficiencies in equine riding and safety.\*\*
  1. No less than advanced beginner riding skills
  2. Had extensive experience with horses on trails/arenas
  3. Experience in all aspects of trailering horses safely
  4. Knowledge of how to fit a saddle
  5. Understanding that a harsh bit does NOT make a better horse/ride therefore, ability to use snaffle/hackamores, etc.
  6. Ability to "tack" the horse safely
  7. Can perform groundwork including lunging; backing up, standing quietly, move horse laterally, tying safely
  8. Recognizes signs of horse experiencing discomfort, i.e., colic, pain from injury or lameness
  9. Administer first aid for superficial injuries and administer medications
  10. Knowledge of types of grains and supplements, specifically amounts, that can safely be given to a horse
  11. Are comfortable handling a horse in a stressful, potentially dangerous situation. (i.e. surprises or spooks)
  12. Has attended some formal training/clinics/learning opportunities for equine management
  13. Have references from other riders of these proficiencies

\*\*Considerations will be given to less qualified riders based on commitments to professional training and "supervision" with their new horse(s).

## SECTION 5. STANDARD OF CARE

**a. Adopter agrees to comply fully with Standard of Care outlined below:**

- i. Adopter must have and provides contact information for, a professional team of service providers Adopter will work with for veterinary, farrier and dental work.
- ii. Qualified personnel on premises to monitor horse's condition and environment daily.
- iii. Clean and plentiful water accessible at all times.
- iv. Adequate and safe shelter from sun, snow, wind and rain, preferably a three (3) sided structure.
- v. A stall must have at least a 20'x15' adjacent paddock and horse must have access to larger turnout areas several times per week for extended periods of time. Any of these, must be free of barbed wire, debris, exposed/sharp or dangerous objects that the horse can be caught in and or suffer an injury.
- vi. Facilities must be cleaned every day of manure
- vii. Fly control must be adequate
- viii. Shall not leave halters or loose blankets on in: stall, paddock, pasture, turnout, arena, etc. when mustang cannot be visually monitored frequently.
- ix. Adequate fresh, nutritious and mold free hay twice per day.
- x. Grains and supplements as needed.
- xi. Professional farrier services every 6-10 weeks or as needed.
- xii. Professional dentist to float teeth regularly or as needed.
- xiii. Professional veterinarian care including vaccinations as recommended or as needed.
- xiv. Mustang will not be subjected to harsh handling methods or mechanical aids, such as a twisted snaffle or large shank bits as an alternative to proper training. This is cause for breach of this agreement and SBH to recover the horse.
- xv. Mustangs must have adequate interaction and adequate exercise, therefore Adopter/ or qualified alternative, must work with Mustang a minimum of four (4) times per week
- xvi. Mustang must be refreshed on groundwork and in saddle training each week to ensure behaviors and responsiveness to remain soft and reliable.
- xvii. Adopter will not allow the mustang to carry a total weight (tack and person) that exceeds 25% of the horses estimated weight (i.e. 14.3h horse is about 800 lbs.; 15.2 h is about 1000 lbs.).

- b. Pre-Adoption Instruction and Training:** Adopter will be reviewed for skills and experience with horses and SBH may require specific training. Adopter must agree to attend such training as agreed upon by Adopter and SBH for 90 days and must perform specific exercises and tasks associated with the mustang to SBH's satisfaction prior to mustang(s) leaving facility. Specific Training is prescribed as follows:

- i. 90 Days of professional training lessons

II.

- a. Pre-Adoption Inspection:** SBH recommends Adopter engages a qualified veterinarian as well as a professional trainer to inspect the mustang's health and attributes to ensure adopters satisfaction with the mustang's condition. Adopter is responsible for all costs for pre-adoption inspection by qualified veterinarian and or

trainer. Should Adopter opt to waive this right, the adopter is expressly agreeing to the full satisfaction of the condition of mustang as is. SBH is under no obligation to remedy any concerns as a result of inspections at any time.

## SECTION 6. TAKING POSSESSION OF MUSTANG

- a. **Taking Possession:** Adopter may take possession of mustang after: (1) receiving approval of adoption application process, which may include inspection of facilities, or at minimum photo's will be required, and meeting all criteria satisfactorily; (2) completing instruction and training process; (3) execution of this agreement in acceptance to all terms herein. Adopter will then receive approval to schedule pick-up or delivery of mustang through approved transportation provider or personally with vehicles deemed safe to transport.
- b. **Mustang Updates and Reporting:**
  - i. Adopter agrees to provide photo updates every three (3) months of the mustang and its living conditions.
  - ii. Adopter shall complete standard veterinarian screening every six (6) months and provide SBH with veterinary statement of mustang condition including, overall physical condition, teeth, vaccination administration, worming and hoof. Less than adequate care is considered a breach of this agreement and steps to remedy faults must be taken and validated immediately.
- c. **Rights to Site Visit:** If SBH is not satisfied with conditions of the mustang as presented in quarterly/biannual reports, Adopter agrees to allow SBH to perform a site visit upon five (5) business days' notice. If failure in standard of care is confirmed during the onsite visit, Adopter agrees to remedy any violations determined immediately and provide professionally issued validation of such remedy. Adopter agrees to reimburse the travel costs for visit not to exceed five thousand dollars (\$5,000) per inspection in total expenses. Should follow up site visit determine corrections were not adequately implemented, SBH shall take steps to remove mustang per *Section H*.
- d. **Requests/ Response:** Adopter shall comply in a timely manner (not to exceed five (5) business days) with SBH requests for information about any adopted mustang(s) in Adopter's care. SBH may request reasonable and routine information at any time at its discretion.
- e. **Stated Use of Mustang:** Adopter understands and agrees that mustang(s) adopted under the SBH Adoption Program ("Program") are intended to be used for the purpose/activities the Adopter has indicated in adoption application and approved by SBH. Which is: trail riding; ranch work; personal riding pleasure.

If Adopter is found to be subjecting the mustang to more strenuous, dangerous, or stressful activities that the mustang is not capable of performing, SBH reserves the right to repossess the mustang immediately as described in *Section H*.
- f. **Location of Mustang:** Mustangs will be moved directly to SBH approved facilities. Adopters shall not relocate Mustang without SBH approval of new facilities. In the event of an emergency, Adopter may move any SBH mustang(s) to a place reasonably determined by Adopter to be safe. Adopter shall give SBH notice of the new location as soon as possible;  
Adopter shall not transfer, sell, give away, lease, neglect, abuse or cause any other person to claim to have any partial or full ownership of any mustang adopted through SBH.

- g. **Professional Standard of Care:** Adopter shall provide all necessary veterinary and farrier care to the SBH mustang(s) in Adopter's care (see Standards of care Section 5 herein). SBH is not responsible for the vet care, farrier care, boarding, or feed costs of the mustang(s):
  - iii. **Terms and Notice of Euthanizing:** SBH must be notified immediately of grave circumstances that may lead to a mustang being euthanized. Adopter is not allowed to euthanize the mustang without explicit permission from SBH. If euthanasia is unavoidable prior to receiving permission, Adopter agrees to verify cause of death through an approved veterinarian professional.
  
- h. **Breach and Remedy of Agreement and Provisions:** If Adopter is found to breach any term of this agreement regarding probation, reporting, or Standard of Care, SBH will notify Adopter in writing, of said breach and Adopter has five (5) days to fully remedy such breach and provide validation of services by professional service provider(s) or other acceptable third-party validation. Should gross negligence occur resulting in an urgent threat to the well-being of the mustang(s), SBH shall, at its discretion, remove Adopter from any authority over mustang's care or location of mustang. Adopter agrees to fully cooperate with SBH for removal of mustang as determined by SBH and reimburse SBH for any and all legal fees that may be incurred in recovering the mustang(s). In addition, Adopter agrees to reimburse SBH for expenses incurred, including but not limited to transportation, veterinary expenses and rehabilitation of the Mustang to return to condition prior to adoption. In the event the Mustang cannot return to its previous health and functionality, SBH reserves the right to collect the fair market value of the Mustang prior to adoption. Adopter understands that this sum would be without limit.

## SECTION 7. LIMITATION OF LIABILITIES

- a. **No Refunds:** Regardless of circumstances of mustang medical issues or possible death after date of adoption, SBH is not liable for any refunds or expenses Adopter may incur.
  
- b. **Boarding:** Should the Parties agree to board the mustang for an agreed period of time following execution of this agreement, SBH will charge a fee of one-thousand dollars (\$1,000) per month, per mustang which includes general care, boarding and feeding. SBH is not liable for injuries, medical costs or death of the mustang(s) while it's being boarded. SBH will restrict activity and use of facilities during the boarding period. Adopter must request permission to visit adopted mustang on SBH premises during boarding period.
  
- c. At no time during the adoption or post adoption shall SBH, its contractors, employees, agents, Board, or volunteers be held liable for any damages or injury caused to Adopter or any third person by the mustang before or after Adopter has taken delivery of the mustang. Further, if any third person makes a claim against SBH or any of its contractors, employees or agents as a result of any conduct of the mustang in Adopter's possession, Adopter shall indemnify and hold SBH, its contractors, employees, and agents harmless from any such claims, including, but not limited to, medical costs and attorney's fees resulting from such claim.

## SECTION 8. REPRESENTATIONS AND WARRANTIES

- d. **SBH Training:** SBH mustangs have been trained with care using natural horsemanship gentling techniques. SBH makes every reasonable effort to fully disclose our knowledge of the mustang's history, health record, capabilities and behaviors. SBH training does not imply mustangs are safe in all environments or situations, particularly in new and unfamiliar situations and environments. SBH will demonstrate mustang(s) capabilities to Adopter at SBH facilities prior to Adopter making commitment to specific mustang(s). Upon Adopter choosing to Adopt a particular mustang, Adopter is accepting mustang "as is". SBH makes no representation, guarantee or warrant the safety, behaviors, skills, quality of training, ability for the mustang(s) to perform in the same manner with Adopter in any way. Adopter agrees and acknowledges that any equine interaction can be unpredictable and lead to accidents, injury or even death \_\_\_\_\_(initial). Adopters agree to the best of their ability to continue use of training methods and practices familiar to the mustang(s) and to use a professional trainer should problems arise with their mustang. Adopter can contact SBH with any questions or concerns in behavior with their mustang at any time. Execution of this agreement is acceptance that the mustang's training and behaviors are completely acceptable to Adopter "as is".
- e. **Health of the Mustang:** SBH provides consistent veterinary services to all mustangs showing any health, lameness, injury symptoms that SBH feels is beyond a simple or routine problem. SBH fully discloses the health history and records in our possession prior to Adopter. Because it is impossible to predict a disease, hidden issue or situation SBH makes no guarantees, representations or warranties that horses are without health issues or that they may exhibit symptoms of issues or experience health problems following adoption \_\_\_\_\_(initial). Execution of this agreement is acceptance that the mustang's health is completely acceptable to Adopter "as is".
- f. **Mustang History:** SBH shall make best efforts to disclose the history of the mustang(s). Adopter acknowledges that the mustang(s) in question are rescued mustang(s) or acquired from the BLM and in most circumstances, SBH may have little or no knowledge about the mustang's prior life. SBH does not make any guarantees or representations regarding a mustang's temperament or training.

## SECTION 9. MISCELLANEOUS

- a. **Enforceability:** This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California without reference to its choice of law principles to the contrary. Both Parties agree that any litigation or arbitration between the Parties shall take place in San Luis Obispo County, California, and both Parties waive any objection to personal jurisdiction or venue in any forum located in that County. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal,



unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

- b. **Prevailing Party:** 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 will be entitled to recover all reasonable attorney fees, and costs and expenses incurred.
- c. **Terms of Modifications:** 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.
- d. **Final Agreement:** 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.
- e. **Notifications:** In the event of Adopter's death, this agreement is transferred to the Adopters Estate which is held under the same conditions of this agreement through the life of the mustang. SBH will be notified within fifteen (15) business days of the Adopter's death so that the records and contact information are updated. SBH will offer any reasonable assistance available to help support the future of the mustang(s) under such circumstances.
- f. 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.
- g. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## SECTION 10. DEFAULT

- a. **Right of removal.** Upon material breach of this Agreement, SBH, will have the right to immediately remove said mustang(s) without incurring any responsibility to Adopter and retain the right to collect fees and costs.

## SECTION 11. DAMAGES

- a. **Compensatory damages.** If a breach of contract occurs, SBH shall recover the adopted mustang(s), damages from the Adopter for all attorney fees, litigation costs and mustang(s) rehabilitation costs, when necessary. These costs are not limited to transportation costs, veterinary expenses and nutritional expenses if the mustang(s) returns to SBH in less-than-optimal health and weight.
- b. Should the Adopter cause the adoptive mustang(s) to be irretrievable by SBH through death due to neglect, sale or other means, SBH shall recover the average cost to rehabilitate a mustang in the sum of five thousand dollars (\$5,000), as well as damages from the Adopter for all SBH attorney fees and litigation costs.

## SECTION 12. JURISDICTION

- a. All litigation, arbitration or other proceeding resulting from this adoption or contract shall take place in San Luis Obispo County, the location where Sweetbeau Horses is incorporated.

This contract must be signed, notarized and delivered the day that an adoptive mustang(s) is picked up or mailed prior if mustang(s) is being delivered or transported professionally. Anyone signing this contract agrees they have reviewed all information on the adoption process as found at <http://www.sweetbeauhorses.org> and agree to all standards set forth therein.

\_\_\_\_\_  
Adopter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adopter Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sweetbeau Horses  
Patricia Griffin-Soffel, President

\_\_\_\_\_  
Date

**NOTARY SIGNATURE AND SEAL IF NOT EXECUTED IN PERSON.**

---

**Witness Signature**

**Date**

---

**Witness Print Name and Address and phone #**