



Days End Farm Horse Rescue, Inc.

1372 Woodbine Road, Woodbine, MD 21797 | 301.854.5037 | info@defhr.org | www.defhr.org

ADOPTION AGREEMENT

This Adoption Agreement (this "Agreement") is entered into this ____ day _____ 2021 by between **Days End Farm Horse Rescue, Inc.**, ("DEFHR") a Maryland non-profit corporation located at 1372 Woodbine Road, Woodbine, Maryland 21797 and **Jeni D. Smoker** of **227 Longs Gap Rd, Carlisle, PA 17013**, individually (the "Adopter"). For and in consideration of the rights, obligations and duties set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Adopted Animal

Adopter agrees, pursuant to and in accordance with the terms and conditions of this Agreement, to adopt and provide care for that equine known as **JASMINE'S JERSEY JAMMER** (the "Adopted Animal"), approximate age **17 YEARS**, sex **MARE**, breed **MORGAN** color **BAY**, markings, **WHORL**, tattoo(s) **None** approximate height (approx.) **15.0 HH** body condition score of **5**, which Adopted Animal is currently owned by DEFHR. See Coggins Certificate issued for the Adopted Animal attached as **Exhibit 1** for a visual illustration of the Adopted Animal and its markings and or tattoos.

Microchip #: **981020025730885**

1. Transfer of Possession of Adopted Animal

- (a) Continuing Conditions: DEFHR agrees to transfer possession of the Adopted Animal to Adopter, subject to the continuing conditions set forth in this Agreement. THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT IS AN AGREEMENT OF POSSESSION. THIS AGREEMENT DOES NOT TRANSFER TITLE TO OR OWNERSHIP INTEREST IN THE ADOPTED ANIMAL. AT ALL TIMES, DEFHR RETAINS OWNERSHIP RIGHTS IN AND TITLE TO THE ADOPTED ANIMAL. Until such time as title to the Adopted Animal may be transferred to Adopter pursuant to **Section 8** below, the Adopter, UNDER NO CIRCUMSTANCE, SHALL NOT ABANDON, SELL, GIVE AWAY, LEND, LEASE, SELL OR TRANSFER FOR SLAUGHTER, REMOVE FROM ADOPTER'S PERSONAL SUPERVISION OR CONTROL OR MOVE THE ADOPTED ANIMAL FROM THE APPROVED SHELTER FACILITY (DEFINED BELOW) EXCEPT FOR EMERGENCIES, SHOWS, TRAIL RIDES OR OTHER TEMPORARY SITUATIONS AS OF THE DATE OF THIS AGREEMENT AND ANY TIME THEREAFTER.



(ADOPTER'S INITIALS AS TO SECTION 1a)

- (b) Prohibited Uses: ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR BREEDING PURPOSES.



(ADOPTER'S INITIALS AS TO SECTION 1b)

- (c) Adoption Donation: Concurrent with the signature of this Agreement, Adopter has paid a non-refundable adoption fee in the amount of **\$200 (Two Hundred Dollars)** to DEFHR. Payment in full of the adoption donation is required before removal of the Adopted Animal from DEFHR's facility. This adoption donation may be tax deductible by the Adopter, although DEFHR makes no representation or warranty in that regard. Adopter should consult his/her independent tax advisor to determine deductibility.

2. Disclosure and Release

Adopter represents warrants and declares that Adopter is aware of the following in connection with his/her adoption of the Adopted Animal from DEFHR:

- that animals are different from human beings in their responses to human actions;
- that the actions of animals are often unpredictable;
- that animals should be closely and carefully supervised when they are with or around children;

- (d) that the Adopted Animal's behavior may change after it leaves DEFHR's premises;
- (e) that animals in a new environmental may act differently and Adopter will afford the Adopted Animal adequate time (at least 7 days) to acclimate to its new environment before being ridden, to the extent the Adopted Animal is rideable;
- (f) that any statements made by DEFHR regarding the Adopted Animal, either orally or within this Adoption Agreement, are merely opinions and are made or given solely as a courtesy to those considering adopting an animal, and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition of the Adopted Animal or the suitability or safety of the Adopted Animal for Adopter's intended purposes.
- (g) Adopter releases, discharges, indemnifies and holds harmless DEFHR from and against any and all claims, liens, damages, losses and causes of action which may be asserted by Adopter and all third parties for injury or damage to all persons, property or thing whatsoever caused directly or indirectly by the Adopted Animal.



(ADOPTER'S INITIALS AS TO SECTION 2a-g)

3. Adopted Animal Care Requirements

- (a) Adopter will, at Adopter's sole risk, cost and expense, care for and maintain the Adopted Animal in strict accordance with (a) the Minimum Standards of Care as from time to time established by the Maryland Horse Council (regardless of whether the Adopted Animal is sheltered within the State of Maryland or elsewhere), and (b) those guidelines as adopted by DEFHR and attached to this Agreement as **Exhibit 2** (Minimum Standard of Care Guidelines), as the same may be from time to time amended by DEFHR. DEFHR will provide Adopter updated Care Guidelines as and when requested by Adopter. Required care and maintenance of the Adopted Animal shall include, but shall not be limited to, the following: adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items or supplements described in **Current Requirements and Care Plan Exhibit 3**, attached; safe and adequate shelter, which shall include at least a stall or run-in shed; turnout area; adequate and safe fencing; proper, adequate and regular exercise; appropriate hoof care no less often than every six to eight weeks; required veterinary attention, including yearly veterinary recommendations and treatment as preventative care against parasites such as de-worming no less often than every six to eight weeks. DEFHR may, at its sole discretion, require receipt of documentation of any and all of the above required actions. Should Adopter fail to provide DEFHR such documentation within five (5) business days after request therefore, Adopter shall be considered in material breach of this Agreement.
- (b) DEFHR recommends that all adopters consider a pre-purchase exam by a veterinarian of their choice before finalizing this Agreement. Adopter specifically understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. Adopter warrants that Adopter has inspected the Adopted Animal and agrees to accept possession in the Adopted Animal's present "as is" condition. Adopter acknowledges receipt from DEFHR of the health records for the Adopted Animal as maintained by DEFHR since assuming title and/or care, custody and control of the Adopted Animal. Adopter specifically acknowledges that DEFHR makes no representation or warranty to Adopter about the health or temperament of the Adopted Animal or its suitability or safety for the purposes now or hereafter intended by Adopter. DEFHR makes the following disclosures as a courtesy to the Adopter, which disclosures are merely opinions:

Health History and Health Problems of Adopted Animal: **See Current Requirements and Care Plan Exhibit 3.**

Required Medications and Supplements: **See Current Requirements and Care Plan Exhibit 3.**

- (c) Limitations as to Riding Adopted Animal: Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal. Adopter shall ride the Adopted Animal only in accordance with the following limitations: **See Current Requirements and Care Plan attached Exhibit 3.**



(ADOPTER'S INITIALS AS TO SECTION 3, subsections 3a-c)

4. Location and Inspection of Adopted Animal

- (a) Location of Adopted Animal: Until such time as title in and to the Adopted Animal may be transferred to Adopter pursuant to **Section 8** below, Adopter shall at all times keep DEFHR informed in writing as to the location or facility where the Adopted Animal is sheltered (the "Shelter Facility").

- (b) Change in Location of Adopted Animal: Adopter agrees to notify DEFHR at least ten (10) business days in advance of any proposed relocation of the Adopted Animal. During the term of this Agreement, each new Shelter Facility must be expressly approved by DEFHR prior to relocation of the Adopted Animal. Approval by DEFHR of any Shelter Facility for another animal previously or concurrently adopted from DEFHR shall not automatically constitute approval of such Shelter Facility under the terms of this Agreement.
- (c) Jurisdiction: The Adopted Animal shall at all times during the term of this Agreement be sheltered at an approved Shelter Facility. Adopter's failure to comply with the terms of this **Section 4b** shall be deemed a material breach of this Agreement by Adopter.
- (d) DEFHR Inspection of Adopted Animal: Representatives of DEFHR may make unannounced visits to the Shelter Facility at any reasonable time to confirm that the Adopter is providing the care and maintenance required under the terms of this Agreement.
- (e) Death of Adopted Animal: Adopter agrees to notify DEFHR immediately upon the death of the Adopted Animal, and to provide DEFHR veterinary certification as to cause of death if requested.
- (f) Boarding Facility: If the approved Shelter Facility is one other than the principal residence of Adopter and/or is owned by a third party (the "Boarding Facility"), Adopter shall present the owner of such Boarding Facility with a copy of this Agreement prior to and as a condition of sheltering the Adopted Animal at such Boarding Facility. Adopter, not DEFHR, shall be liable for all boarding fees, costs, damages or other claims under any written or verbal contract between the Adopter and the Boarding Facility. UNDER NO CIRCUMSTANCES SHALL DEFHR BE LIABLE FOR PAYMENTS OR ANY OTHER COSTS, DAMAGES OR EXPENSES INCURRED UNDER ANY BOARDING AGREEMENT OR FOR OTHER COSTS NOT SPECIFICALLY APPROVED IN WRITING BY DEFHR, INCLUDING BUT NOT LIMITED TO DELINQUENT OR UNPAID BOARD PAYMENTS. Any lien against the Adopted Animal to which the Boarding Facility may be entitled under the terms of a boarding agreement with the Adopter or by statute shall at all times be subject and subordinate to the terms of this Agreement. DEFHR'S ownership rights in and to the Adopted Animal are prior and paramount to any right of title asserted by any Boarding Facility. Adopter shall indemnify and hold harmless DEFHR from and against any and all claims or damages by such Boarding Facility resulting directly or indirectly from the breach of Adopter of any contract, written or verbal, between the Boarding Facility and Adopter, or under the terms of this Agreement. The terms of this **Section 4f** shall survive expiration or termination of this Agreement.



(ADOPTER'S INITIALS AS TO SECTION 4, subsections 4a-f)

5. **Termination of Agreement by Adopter**

If for any reason Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately notify DEFHR. Transportation to DEFHR will be at the expense of THE ADOPTER. DEFHR will not be liable for any other extraneous charges or costs incurred by the Adopter before repossession by DEFHR (including but not limited to unpaid board payments per **Section 4f** of this Agreement). Should the Adopted Animal be returned to DEFHR, no monies will be reimbursed to Adopter. Should the Adopted Animal no longer meet the needs of Adopter, Adopter may return the Adopted Animal to DEFHR; however, Adopter may no longer be eligible to adopt future DEFHR horses. All DEFHR adoptions are intended to last for the life of the Adopted Animal. **Under no circumstance should the Adopted Animal be sold or transferred for slaughter.**



(ADOPTER'S INITIALS AS TO SECTION 5)

6. **Adopted Animal Medical Problems Arising after Transfer of Possession to Adopter**

The Adopter agrees to notify DEFHR and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse/pony maintenance. DEFHR is available, should you need assistance in locating an equine veterinarian. The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise humanely destroyed without the recommendation of a veterinarian. Any long term or chronic illness should be brought to the attention of DEFHR.

7. **Remedies upon Breach**

- (a) DEFHR Repossession of Adopted Animal: In the event that DEFHR 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 or the

Adopted Animal, this Agreement shall be automatically considered null and void. Upon such breach, in addition to other remedies and damages available to DEFHR under this Agreement or otherwise, Adopter hereby authorizes a representative of DEFHR, without cause or warrant, to enter the property where the Adopted Animal is sheltered and take immediate physical possession of the Adopted Animal without recourse from Adopter or other third parties.

- (b) Liquidated Damages: In the event that 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 DEFHR the sum of One Thousand Dollars (\$1,000.00) as liquidated damages and not as penalty. DEFHR and Adopter expressly agree and acknowledge that DEFHR's actual damages in the event of a default by Adopter would be extremely difficult or impracticable to ascertain and that the amount of the liquidated damages represents their reasonable estimate of such actual damages.
- (c) Attorney's Fees and Court Costs: Adopter agrees to pay all reasonable attorney's fees and all court costs incurred on behalf of DEFHR in the event any matter arising under this Agreement is forwarded to any attorney for enforcement.

8. Transfer Ownership

- (a) Upon the expiration of one (1) year following the date of this Agreement, and provided that this Agreement has not been otherwise terminated and Adopter is not then nor has ever been in default under this Agreement, as determined by DEFHR in its discretion, DEFHR shall send Adopter notice (the "Ownership Notice") that the Adopter has the right to elect to become the owner of the Adopted Animal. Adopter shall, within thirty (30) days following the date of the Ownership Notice, provide written notice to DEFHR of Adopter's election to become the owner of the Adopted Animal. Notwithstanding any notice provisions under this Agreement to the contrary, if DEFHR does not receive Adopter's written election to become owner of the Adopted Animal within the aforementioned time period, then failure by DEFHR to receive such notice shall be deemed Adopter's election not to become the owner of the Adopted Animal. Notwithstanding any terms of this **Section 8a** to the contrary, transfer of ownership to Adopter shall be conditioned upon satisfactory inspection (as solely determined by DEFHR) of both the Adopted Animal and the Shelter Facility after the first-year anniversary of this Agreement.
- (b) In the event Adopter elects to become the owner of the Adopted Animal by responding to the Ownership Notice within the time period specified in **Section 8a** above, DEFHR shall, within thirty (30) days following receipt from Adopter of such election and subject to final inspection set forth in item 8a above, execute a Deed of Ownership in favor of Adopter, in substantially the form as attached as **Exhibit 4**, granting Adopter title to and ownership of the Adopted Animal, and at such time, this Agreement shall terminate and all rights and obligations of the parties hereunder shall cease unless otherwise specifically provided herein.



(ADOPTER'S INITIALS AS TO SECTION 8)

9. Miscellaneous Provisions

- (a) 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 hereunder.
- (b) Modifications: This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.
- (c) Severability/Rules of Construction: If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the execution of this Agreement, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.
- (d) Assignment: Adopter may not assign this Agreement and Adopter's right as Adopter hereunder without the prior written consent of DEFHR, which may be withheld, in DEFHR's absolute discretion. Such assignment shall not relieve Adopter of Adopter's obligations under this Agreement in the absence of express written release from DEFHR.
- (e) Section Headings: The various section headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section hereof.
- (f) Entire Agreement; Modifications: This Agreement and all Exhibits, attachments or Addenda represents the entire agreement of the parties relating to the adoption of Adopted Animal and can only be amended by a writing executed by both parties hereto. All prior negotiations, discussions, and representations 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.

- (g) Binding Effect: The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of DEFHR and Adopter, its and their heirs, executors, administrators, successors and permitted assigns.
- (h) Exhibits: The exhibits attached hereto constitute an integral part of this Agreement and are hereby incorporated herein.

10. **Notices**

All notices required or permitted hereunder will be deemed to have been delivered when posted with the U.S. Postal Service. The parties shall promptly notify the other in writing of a change of notice address.

If to DEFHR: Days End Farm Horse Rescue, Inc.
 Post Office Box 309, Lisbon, Maryland, 21765
 Attention: CEO
 Phone: 301/854-5037 Fax: 301/854-5146

Mailing Address: 227 Long Gap Rd, Carlisle, PA 17013.
 Street Address (No PO Box Please): Same as mailing address.
 Mobile Phone: (PHONE NUMBER)
 Home Phone: 540-908-8246
 Work Phone: N/A
 Email Address: dane248@hotmail.com

IN WITNESS WHEREOF this Adoption Agreement has been executed for JASMINE’S JERSEY JAMMER as of the day and year first above written.

DAYS END FARM HORSE RESCUE INC.

Erin Clemm Ochoa, CEO

Witness

ADOPTER

Adopter Signature

Witness

Printed Name

Driver’s License #

Date



EXHIBITS

EXHIBIT 1: COGGINS CERTIFICATE

EXHIBIT 2: MARYLAND MINIMUM STANDARDS OF CARE GUIDELINES

EXHIBIT 3: CURRENT CARE AND REQUIREMENTS PLAN

EXHIBIT 4: DEED OF OWNERSHIP *(To be provide as referenced in Section 8)*