



Every Horse Has an Owner. Every Owner Has a Responsibility.

**ILLINOIS EQUINE HUMANE CENTER, NFP
ADOPTION AGREEMENT**

This Adoption Agreement (hereinafter “Agreement”) is entered into this ____day of _____, 20__ (the effective date) by and between **Illinois Equine Humane Center, NFP**, an Illinois Not for Profit Corporation (sometimes referred to as “ILEHC”) and _____ (hereinafter referred to as “Adopter”), collectively referred to as the “Parties”.

WHEREAS, ILEHC is a 501(c)(3) not for profit corporation whose mission is to provide humane treatment and shelter to equines while working as a clearinghouse to seek adoptive homes for all of Illinois’ unwanted horses, regardless of breed and to educate the public and raise awareness for responsible equine ownership so that fewer horses end up in crisis;

WHEREAS Adopter is an individual who desires to adopt a horse owned by ILEHC (hereinafter the “Adopted Animal”);

WHEREAS, it is in the best interest of the Parties to set forth with greater certainty the respective rights and obligations of each Party;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, and in reliance upon the recitals set forth above which are incorporated herein by reference, the Parties do hereby agree and represent as follows:

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 the horse known as: Name: _____ and described herein:

breed: _____

Age (if known) _____

sex: _____

color: _____

markings: _____

tattoos: _____

approximate height: _____

approximate weight: _____

2. Transfer of Adopted Animal: ILEHC hereby agrees to transfer ownership of the Adopted Animal to the Adopter, subject to the continuing conditions set forth in this Agreement.

3. Adoption Fee. The Adopter understands that a suggested adoption fee in the amount of \$500.00 (five hundred dollars) shall be made to ILEHC. This adoption fee should be paid in full before the Adopted Animal leaves the possession of ILEHC, unless other arrangements and/or accommodations have been agreed to by the parties and said additional agreement is attached to this Agreement.

4. Adopted Animal General Care Requirements: The Adopter will, at his or her own expense, care for and maintain the Adopted Animal. Such required care and maintenance shall include, but shall not be limited to, the following: The Adopted Animal shall be provided with adequate and proper quantities of wholesome feed and fresh water, and including, when specified, any additional special supplements; safe and adequate shelter, which shall include at least a stall/run-in shed and turnout area; proper, adequate and regular exercise; appropriate hoof care no less often than every six to eight weeks; any required veterinary attention, including yearly vaccinations of Rabies, EWT, Rhino, Flu, WNV, and any other diseases for which vaccines may be generally recommended in the Adopted Animal's resident state from time to time; and treatment as preventative care against parasites such as de-worming no less often than every six to eight weeks. Within 30 days of the Anniversary Date of the Adopted Animal, the Adopter shall provide ILEHC a current veterinary report and photographs of the Adopted Animal, dated no more than 30 days prior to the Anniversary Date.

5. Health Records of Adopted Animal: The Adopter understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. ILEHC shall provide the Adopter with the health records of the Adopted Animal that were known to it at and/or after the time it obtained possession of the Adopted Animal, and the specially required medications and nutritional needs of the Adopted Animal.

A. Health History and Health Problems of Fostered Animal:

The Fostered Animal is up to date on de-worming: NO YES

Date of last worming/type of wormer: _____

The Fostered Animal is up to date on vaccinations:

Rabies _____ EWT _____ Rhino _____ Flu _____ WNV _____

The Fostered Animal is up to date on dental work: NO YES UNKNOWN

Date of last dental/float: _____

The Adopted Animal requires the following Medications and Supplements:

The Adopted Animal may have the following health issues:

B. Limitations as to Riding/Use of the Adopted Animal. The Adopter understands that there may be limitations as to the type of riding and/or use appropriate for the Adopted Animal. The Adopter agrees to ride and/or use the Adopted Animal only in accordance with those limitations. ILEHC expressly prohibits the breeding of any horse adopted from the organization.

6. No Warranties or Guarantees. The Adopter understands and agrees that any information provided to Adopter regarding the Adopted Animal is offered as a courtesy to the Adopter and further understands and agrees that any disclosures or statements made by ILEHC are merely opinions. ILEHC does not guarantee the soundness, temperament, or general condition of the Adopted Animal and nothing herein shall be construed as a claim, representation or warranty as to the soundness, temperament, health, mental disposition or fitness for a particular purpose of the Adopted Animal. Adopter should consult with his/her own veterinarian to determine the health condition of the Adopted Animal.

7. ILEHC Site Check. ILEHC reserves the right to do site checks on all adopted equines every 3 months or whenever it deems necessary to evaluate the Adopted Animal and determine if Adopter is complying with all provisions of this Agreement. ILEHC will provide Adopter with reasonable notice prior to said site check unless ILEHC determines in its sole discretion that the Adopted Animal is in distress or danger.

8. Termination of Agreement by Adopter: If the Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, or if the Adopter wishes to sell or transfer ownership of the Adopted Animal, Adopter shall immediately notify ILEHC and allow ILEHC up to 30 days to retain possession of the Adopted Animal if it so chooses and/or to pre-screen potential new owners. In the event of the death of the Adopter during this Agreement, Adopter directs that funds from his/her estate be used to return the horse herein described to ILEHC. It is further understood by the Adopter that under no circumstances and at no time during the term of this Agreement shall the Adopted Animal be taken to auction or sold for slaughter.

9. Breach of Agreement. In the event that ILEHC determines that the Adopter fails to comply with any term of this Agreement, and/or if ILEHC 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, Adopter shall be in breach of this Agreement and ILEHC, in addition to any other remedies it may have, shall have the right to enter the property where the Adopted Animal is kept and immediately retake possession of the Adopted Animal. Adopter will be responsible for any and all costs associated with the return of the Adopted Animal to ILEHC. If the animal is determined by a veterinarian to be in a debilitated or unhealthy condition on return, Adopter will be responsible for all costs incurred to return the animal to a healthy condition.

10. Remedies upon Breach/ Repossession of Adopted Animal. The Parties agree that in the event of a breach of this Agreement by the Adopter, the exact amount of actual or potential damages to ILEHC and the Adopted Animal are inherently difficult to determine with precision and that any breach will result in immediate and irreparable harm to ILEHC or the Adopted Animal, for which ILEHC will have no adequate remedy in law and therefore shall be entitled to all remedies available at law and equity. The Parties further agree that if Adopter breaches any of the provisions of this Agreement, ILEHC shall be entitled to injunctive relief, its reasonable attorneys' fees and costs associated with such action, and all such further relief as a court of competent jurisdiction may deem just and proper. In the event Adopter breaches 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.

11. Attorney's Fees and Court Costs. Adopter agrees to pay any and all reasonable attorney's fees and any and all court costs of ILEHC in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of ILEHC's rights and remedies under this Agreement.

12. 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 Illinois. The Parties hereto shall also consent to jurisdiction of the courts of Illinois and venue in Will, County Illinois for all purposes and any disputes arising hereunder.

13. Modifications: This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.

14. Severability: If any term of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term shall be valid and enforceable to the fullest extent permitted by law.

15. Assignability: The rights and obligations of this Agreement are not assignable by either party, except upon the written agreement of the parties hereto.

16. 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 certified mail, return receipt requested at the addresses set forth below or at such other addresses the Parties may, from time to time, designate in writing:

For ILEHC:	47W635 Beith Rd.	For Adopter:	_____
	Maple Park, IL 60151		_____
	Ph: 815-761-4937	Ph:	_____
		email:	_____

17. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. To the extent any conflict exists between the Parties' prior agreements and this Agreement, the provisions of this Agreement shall control. This Agreement, any exhibits and other writings referred to herein constitute the entire understanding of the Parties with respect to the subject matter hereof.

18. Waiver. ILEHC's waiver of any breach or default by Adopter hereunder shall not be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

19. Time is of the Essence. Time is of the essence in this Agreement.

20. Indemnification and Hold Harmless. Adopter agrees and understand that neither ILEHC or its employees or agents will be liable for any damages or injury to Adopter, its heirs, assigns, beneficiaries or any third person, or any property caused directly or indirectly by the Adopted Animal once Adopter retains possession of the Adopted Animal, including but not limited to damages or injuries caused by the fact that the Adopted Animal does not behave or perform in the manner expected. Further, if any third person makes a claim against ILEHC or any of its officers, employees or agents as a result of any action or conduct of the Adopted Animal after Adopter has taken possession of it, Adopter agrees to indemnify and hold ILEHC, its officers, employees and agents harmless from any such claim, including costs and attorney's fee resulting from such

claim.

WARNING: UNDER THE EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLY ASSUMES THE RISKS OF ENGAGING IN AND LEGAL RESPONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE RISK OF EQUINE ACTIVITIES.

By my signature below I verify that I have read and understand this agreement and will carry out the provisions as stated herein.

Adopter -- Signature: _____ Date: _____

Adopter – Address: _____

Witness -- Signature: _____ Date: _____

ILEHC by: _____

Date: _____