



ADOPTION AGREEMENT

This document is a binding agreement between the person identified below ("Adopter") and Equine Rescue and Adoption Foundation, Inc. ("ERAF," which designation herein also includes ERAF's officers, directors, agents, volunteers, and employees). Adopter's signature hereon means that Adopter has read and understood, and agrees to be bound and abide by, all terms and conditions of this agreement and has signed it freely and voluntarily. Adopters must be eighteen years of age or older and have no charge of or conviction for violation of any animal welfare law, ordinance or regulation.

Adopter's Last name: _____ First name: _____ MI: _____

Adopter's Address: _____

City: _____ State: _____ Zip: _____

Adopter's Driver's License #: _____ State: _____ Exp. Date: _____

(Attach copy of Driver's License)

Adopter's Birth Date: _____ Adopter's E-mail address: _____

Adopter's Home Telephone Number: _____

Adopter's Work and Cellular Telephone Numbers: _____

Adopter's Veterinarian's Name and Telephone Number:

DESCRIPTION OF ADOPTED HORSE:

Name of Horse: _____

Breed: _____ Age/Gender: _____

Color: _____ Markings: _____

Adoption Fee: \$ _____

Comments (Coggins, special needs, feeding instructions, prescriptions, likes, dislikes, restrictions):

NAME & ADDRESS OF LOCATION WHERE ADOPTED HORSE WILL BE KEPT (if other than above):

Stable Owner's Name: _____

Stable Owner's Telephone Number: _____

Stable Owner's Email Address: _____

Stable Address: _____

TERMS AND CONDITIONS

ERAF, its past, present, and future officers, directors, agents, and employees shall not be held responsible for any defects and/or illness which the equine may have or may develop or for any damage or injury to any person or property that may be caused by the equine. Adopter agrees to release and indemnify and hold harmless ERAF, its past, present and future officers, directors, agents, and employees from and against any and all liability, claims, suits, actions, judgements, costs, fees, including reasonable attorneys' fees and damages for any damage or injury to any person or property that may be caused by the animal and/or arising out of and/or in connection with the equine.

Adopter agrees to provide equine with a good home and proper treatment and care, including appropriate shelter, food, clean water, and medical attention and shall comply with all federal, state, and local laws and regulations related to the care of the equine. Adopter further agrees to provide equine with safe and adequate shelter, turnout area, adequate and safe fencing, (barbed wire fencing is NOT acceptable) and appropriate and regular exercise.

Adopter shall be solely responsible for all costs and expenses related to delivery of the adopted horse to Adopter. ERAF, may, in its discretion, deliver the adopted horse to Adopter, provided Adopter is located within a reasonable distance from ERAF. Adopter agrees to pay ERAF a prior agreed upon fee for such delivery.

If the equine is returned to ERAF for any reason within **thirty days** from the date of receipt of the adopted horse, ERAF will fully refund the initial adoption fee to Adopter. The fee will be refunded only as long as the adopted horse is returned in the same physical condition it was in when adopted, which determination shall be made by ERAF in its discretion.

Adopter will receive with the adopted horse any known medical history, the current feeding schedule and instructions, and any additional notes on care, training, or riding. Adopter understands that ERAF receives horses from many different sources, including stray animals, animals recovered from cruelty cases, and relinquishments from prior homes. While we at ERAF try our very best to get to know the animals under our care and predict the way they will adjust in a new home under various circumstances, it is impossible to predict any animal's behavior with certainty.

ERAF understands that not all adoptions may be successful through no fault of the Adopter or equine. Should Adopter possibly be unable to keep equine please contact ERAF. We will do our best to supply Adopter with support to keep equine in the Adopter's home. We always welcome back any equine which is adopted from us. IF ADOPTER DECIDES TO REHOME EQUINE, ADOPTER SHOULD PLEASE NOTIFY ERAF SO SUPPORT CAN CONTINUE TO BE PROVIDED TO THE EQUINE.

Adopter fully understands that ERAF will be in contact from time to time to provide support, if needed, and to check on the progress of the equine. Adopter is encouraged to reach out with any questions or just to share how the equine is doing. (We enjoy receiving pictures!)

Adopter agrees that ERAF may use or authorize the use of photographs or video of the equine in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

If any term or condition of this agreement is found by an arbitral panel or arbitrator, tribunal, or court of competent jurisdiction to be invalid or unenforceable, it shall be excised without effect on this agreement's remaining terms and conditions. The rights and obligations of the parties under this agreement are not assignable except by the written consent thereto of both parties. This agreement constitutes the entire agreement between the parties. All prior negotiations and discussions are merged into this agreement. There are no understandings or agreements between the parties other than those incorporated herein.

UNDER NO CIRCUMSTANCES SHALL ADOPTER ABANDON THE EQUINE, BREED THE EQUINE, USE THE EQUINE FOR THE PURPOSE OF RACING, OR SELL OR TRANSFER THE EQUINE FOR PURPOSES OF SLAUGHTER. ADDITIONALLY, THE ADOPTER SHALL NOT ALLOW THE EQUINE TO BE USED FOR PURPOSES OF VIVISECTION OR EXPERIMENTATION.

If there are any questions related to the care of the adopted horse by Adopter, or any of the caregivers, ERAF can be called at any time (772.220.0150) or an email can be sent to ERAF2000@eraf.org

Signature of Adopter _____ Date _____

Signature of Barn Coordinator _____ Date _____

Signature of ERAF BOD Officer/Title: _____ Date _____