



ADOPTION AGREEMENT

This document is a binding agreement between, dated as of the _____ day of _____, 20____ the person identified below (“Adopter”) and Equine Rescue and Adoption Foundation, Inc. (“ERAF,” which designation herein also includes ERAF’s officers, directors, representatives, volunteers, agents, employees, heirs and assigns). Adopter is to READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. 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 past, current or pending criminal charges or convictions, or 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 Drivers License #: _____ State: _____ Exp. Date: _____

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

Adopter’s SSN (last four digits): _____

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: \$ _____

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

Stable Owner's Name: _____

Stable Owner's Telephone Number: _____

Stable Address: _____

TERMS AND CONDITIONS

Adopter is solely responsible for any and all personal injury, property damage, and/or death caused by any adopted horse in his/her care, and for pursuing, capturing, and safely containing any adopted horse that escapes or strays. Adopter hereby holds harmless and indemnifies ERAF of and from any and all damage and liability caused by or related to the adopted horse, whether such damage occurs to Adopter, a third party, or property.

Adopter is solely responsible for providing proper care for any horse he/she adopts through ERAF.

Adopter shall make the adopted horse available for visits by ERAF, at ERAF's convenience and upon its request.

If at any time Adopter no longer wants or can keep his/her adopted horse, Adopter shall notify ERAF and shall make best efforts to find a suitable home for the horse, which home must be approved, in advance, by ERAF. If no suitable home can be located, the adopted horse must be returned to ERAF, at the sole cost and expense of Adopter.

Adopter shall be solely responsible all costs and expenses related to the delivery of the adopted horse to Adopter. ERAF may, in its sole and absolute discretion, deliver the adopted horse to Adopter, provided Adopter is not located more than fifty (50) miles away from ERAF's facility and further provided that Adopter pays to ERAF a delivery fee of One Hundred and Seventy-Five Dollars (\$175.00), in advance, for such delivery.

Adopter has **thirty days** from the date of receipt of the adopted horse to return the adopted horse to ERAF for refund of adoption fee, provided the adopted horse is returned in the same physical condition it was when adopted and which determination shall be made by ERAF in its sole discretion. Accordingly, the adoption fee will be refunded, less an Administrative Fee of \$250 which shall be retained by ERAF. After thirty days, there will be **no refund** of the adoption fee upon the adopted horse's return to ERAF. The adopter will be solely responsible for all costs and expenses related to the return of the adopted horse to ERAF

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Adopter will receive along with the adopted horse any known medical history, the current feeding schedule and instructions, and any additional notes on care, training, or riding. ERAF expressly disclaims any warranty, representation or responsibility as to or for an adopted horse's health and fitness for a particular purpose. Adoptions are at Adopter's sole risk and expense, and adopted horses are "as is."

Adopter hereby authorizes ERAF to conduct any background investigation, via contact with the identified stable owner, veterinarian, or otherwise, necessary to ensure to ERAF's satisfaction Adopter's fitness to adopt a horse. Adopter agrees to hold ERAF harmless of and from any and all alleged or actual damages resulting from or related to such investigation.

Adopter grants ERAF the right to contact primary and secondary veterinarians, farriers, and equine dentists at any time to obtain any and all data and records on the adopted horse and will advise providers, in writing, of ERAF's right to do so, and to receive data and records. Adopter will advise ERAF, in writing, of any changes to the care of the adopted horse.

A representative of ERAF may enter the facilities where the horse is located, upon reasonable notice, for the purpose of determining if a violation of this agreement has occurred or is occurring, and to verify Adopter's compliance therewith.

In the event of Adopter's death during this agreement, the executor of Adopter's estate shall contact ERAF immediately and make arrangements to return the horse to ERAF. If another family member or other person would like to adopt the adopted horse, an application must be processed and approved within two weeks of Adopter's death.

The parties hereto agree that any dispute arising hereunder shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association ("AAA"). The fees, costs and expenses of arbitration shall be borne equally by the parties. Each party shall have the right to select one arbitrator and the two selected arbitrators shall choose the third within ten days of their appointment. If the two selected arbitrators cannot agree on the third arbitrator, AAA shall select him or her. The decision of a majority of the arbitrators shall be binding. Venue for arbitration proceedings shall be in Martin County, Florida. The parties hereby expressly waive their rights to trial by jury and punitive or exemplary damages, and understand and agree that any award of damages shall be limited to compensatory damages only. This arbitration clause is intended to be, and shall be construed as, mandatory and not permissive.

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.

The Care and Treatment Protocols attached hereto are a part of this agreement and are incorporated herein by this reference.

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ADOPTED HORSES CANNOT BE SOLD, RACED, BRED, OR TRANSFERRED WITHOUT PRIOR WRITTEN CONSENT OF ERAF. THE ADOPTED HORSE WILL BE CHECKED ON PERIODICALLY BY ERAF AND (i) IF NOT FOUND TO BE IN GOOD HEALTH AND PROPERLY MAINTAINED, *THE DETERMINATION OF WHICH IS IN ERAF'S SOLE DISCRETION*, OR (ii) IF ADOPTER HAS VIOLATED ANY TERM OR CONDITION OF THIS AGREEMENT, *THE DETERMINATION OF WHICH IS IN ERAF'S SOLE DISCRETION*, ERAF RETAINS THE RIGHT TO TAKE IMMEDIATE POSSESSION OF THE ADOPTED HORSE, WITHOUT NOTICE AND WITHOUT ANY REFUND OF FEES OR EXPENSES INCURRED BY ADOPTER. IF ERAF TAKES POSSESSION OF THE ADOPTED HORSE PURSUANT TO THIS PARAGRAPH, THEN IN SUCH EVENT (i) ADOPTER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST ERAF RELATED TO OR BASED ON SUCH ACTION BY ERAF, INCLUDING BUT NOT LIMITED TO THOSE FOR CONVERSION, CIVIL THEFT, AND TRESPASS, AND (ii) ALL RIGHT, TITLE TO, AND INTEREST IN THE ADOPTED HORSE SHALL IMMEDIATELY VEST IN ERAF. IF ERAF MUST TAKE POSSESSION OF THE ADOPTED HORSE BECAUSE IT IS NOT FOUND TO BE IN GOOD HEALTH AND PROPERLY MAINTAINED, ADOPTER SHALL BE RESPONSIBLE FOR, AND SHALL PAY TO ERAF, ALL RESULTING COSTS AND EXPENSES INCURRED BY ERAF TO RESTORE THE ADOPTED HORSE TO A MEDICALLY NECESSARY AND APPROPRIATE CONDITION. "MEDICALLY NECESSARY AND APPROPRIATE" SHALL BE DETERMINED BY ERAF'S VETERINARIAN IN HIS/HER SOLE DISCRETION.

Signature of Adopter _____ Date _____

Signature of ERAF Representative _____ Date _____

Title: _____

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CARE AND TREATMENT PROTOCOLS

1. The adopted horse must have all annual shots and maintain a current negative Coggins.
2. The adopted horse must be wormed at least every three months (quarterly) or maintained using a daily feed-through wormer.
3. The adopted horse's hooves must be trimmed at least every eight weeks.
4. The adopted horse must have daily turn out (weather permitting) with fencing adequate (barb wire is not acceptable).
5. The adopted horse must be fed hay, grain, and supplements according to its individual needs.
6. The adopted horse must have free access to fresh drinking water and a salt block at all times.
7. A veterinarian must be called for serious, or suspected serious, illness or injury that requires veterinary involvement.
8. The adopted horse must never be worked beyond its physical ability and will not be raced.
9. Adopter should provide ERAF with pictures on an annual basis, along with an update on the horse.
10. The adopted horse will not be turned out onto a vacant property where there is no human supervision. This condition means that the adopted horse will be kept on a property where someone lives, full-time, and who can respond to any medical or other condition as needed.
11. The adopted horse must have shelter consisting of at least a run-in shelter in a paddock and a 12 x 12 stall must be available should the adopted horse need to be confined for medical or other reasons.
12. The name of the adopted horse will not be changed for any purpose (veterinary records, etc.) but a new barn name is acceptable.
13. The adopted horse must have its teeth floated on an annual basis, or as recommended by an equine dentist.
14. Should the adopted horse be tied for any amount of time, a breakaway halter will be used.
15. An adopted mare will not be bred. If she is, the foal becomes the property of ERAF and all care and treatment protocols, and all terms and conditions of this agreement shall apply automatically to the foal as well as the adopted mare.
16. The adopted horse must have constant animal companionship.

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17. Adopter agrees to contact ERAF immediately upon any of the following situations:
- Prior to the adopted horse being moved to a new facility (thirty-days notice must be given save in an emergency such as a hurricane) to live temporarily, permanently, or to be boarded.
 - If there is any question that Adopter can care for the horse under the terms and conditions set forth in this agreement.
 - Serious, or suspected serious, illness or injury that requires veterinarian involvement (e.g., colic, founder, EPM, deep wounds/lacerations, eye injury, etc.). Adopter will advise ERAF what is wrong with the horse and action to be taken. If reasonable medical intervention is needed to save the adopted horse's life and the cost is prohibitive to Adopter, ERAF shall be contacted for available assistance.
 - If Adopter's personal or financial situation changes (e.g., divorce, job loss, illness).
 - Adopter shall notify ERAF within twenty-four hours if the adopted horse dies. Adopter will provide ERAF with a death certificate from a licensed equine veterinarian within seven days explaining the cause of the adopted horse's death.
 - 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).

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