

Equine Rehoming Agreement

This is an Equine Rehoming Agreement entered into by and between Pegasus Therapeutic Riding Academy, Inc., 8297 Bustleton Avenue, Philadelphia, PA 19152, hereinafter referred to as PegasusTRA, and

hereinafter referred to as Adopter.

This Equine Rehoming Agreement provides for the legal transfer of ownership of the horse known as , _____ registration number, _____ gender _____, general description _____.

PegasusTRA agrees to sell and Buyer agrees to buy the above described horse for the total sum of \$ _____ US dollars upon the successful completion of a negative coggins.

(_____ Please initial here if you waive the right to a pre-purchase examination by a veterinarian.)

It is acknowledged by the Adopter that the PegasusTRA has transferred to the Adopter (if available) all x-ray and medical information requested.

The PegasusTRA has given to the Adopter a full and adequate opportunity to ride, test and vet the horse and thus rely totally and completely upon his own analysis and evaluation and not upon any representations whatsoever made by the PegasusTRA.

For all of the reasons stated above, the PegasusTRA specifically makes no express warranties or implied warranties as to the ability, disposition, health or soundness of the horse being purchased by the Adopter: specifically excluding all express or implied warranties of every kind or nature that might be involved in such a horse purchase; thus, selling this horse "as is".

This complete and absolute disclaimer of warranty or responsibility by the PegasusTRA is fully and completely understood by the Adopter since it is so extremely difficult to accurately determine a horse's medical condition or performance capabilities.

Upon successful completion of a negative coggins, Adopter agrees that responsibility and risk of loss for said horse passes immediately from PegasusTRA to Adopter.

(_____) Please initial here if you have waived the right to a pre-purchase examination by a veterinarian and if you accept responsibility for the horse at the

signing of this agreement. Adopter is responsible for all board, veterinary, farrier, insurance and transportation expenses, of said horse after the date of this agreement.

USE OF HORSE: The Horse is to be used for pleasure or competition riding only, and may not be used in or for racing, rental, rodeo, and/or circus productions. Regardless of type of use, Adopter agrees not to work the Horse beyond its physical limitations at any time. Adopter acknowledges that PegasusTRA is available to answer questions on the Horse's training and behavior throughout the life of the Horse. PegasusTRA members will use their best judgment and experience in offering suggestions and/or referrals to professionals, but they are limited by the information received and circumstances, nature, and history of the Horse, make no warranties or guaranties, and have no liability for the suggestions and/or referrals offered.

STANDARDS OF CARE will provide appropriate food, water, shelter, exercise, attention, training, protection and any medical care necessary for the Horse's welfare. The level of care for adopted Horses should conform to the highest standards in the industry and include, but not be limited to, the following:

- a) The Horse shall have all annual vaccinations, to include at a minimum: West Nile, Rhino/Influenza, and Tetanus Toxoid, unless otherwise determined by your vet.
- b) The Horse shall be de-wormed by paste either by a bi-monthly rotation schedule or on an evidence-based schedule determined by biannual fecal results and resulting recommendations from your veterinarian.
- d) A veterinarian shall be called for any illness and any serious injury.
- e) The Horse shall be trimmed or shod by a qualified farrier a minimum of every 6-8 weeks. Hooves are to be cleaned regularly.
- f) The Horse shall be offered no less than 15 gallons of fresh water each day, either in buckets or in regularly cleaned out water troughs. A pond or creek is not an acceptable primary source of water.
- g) The Horse shall receive the required daily feed allowance plus plenty of good quality grass or hay.
- h) The Horse shall have its teeth checked annually by a veterinarian and floated as needed.
- i) The Horse shall have at least a 3-sided shed in a paddock to provide shelter from wind and bad weather. A tent / canopy or lean-to is not acceptable. Variations in facility requirements depend on the Horse, the region, and the predominant weather.
- j) The Horse shall have PegasusTRA and acceptable fencing suitable for the Horse and the Horse's environment. Under no circumstances should a horse be kept in barbed wire fence.

RESERVATION OF RIGHTS: To protect both the Horse and PegasusTRA's reputation in the rescue field as a reputable organization, and to assist Adopter in adapting the Horse to its new home, PegasusTRA reserves the right to monitor and follow this sale/rehoming. Adopter agrees to provide regular updates, including photos, at PegasusTRA's request. Photos should be full-body shots, both sides, including feet. Adopter agrees to submit to, at a minimum, an annual site visit by PegasusTRA to check on the horse. These will be scheduled visits, although PegasusTRA reserves the right to

perform unannounced drive-by check-ups. If PegasusTRA has reason to suspect that the horse is not being properly cared for. If the terms and conditions of this agreement are not upheld by Adopter, and/or any misrepresentations have been made (including any prior to final adoption) to PegasusTRA by Adopter, PegasusTRA may terminate this agreement, and require return of Horse to PegasusTRA. If Adopter disputes termination of the contract, by his/her signature below, Adopter agrees to surrender the horse for veterinarian examination by a veterinarian(s) if requested by PegasusTRA for evaluation of the Horse's care and condition. Additionally, if breach of contract is disputed, Adopter further agrees to surrender Horse to PegasusTRA's possession and care pending resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time PegasusTRA is caring for the horse until resolution of the dispute by mediation, arbitration, or litigation as described below.

The Adopter further agrees that this Equine Rehoming Agreement represents the full and complete agreement between the parties and that the Adopter has not relied upon any oral statements made by the PegasusTRA in purchasing this horse. Rather, the Adopter has relied totally upon his own evaluation and analysis of the horse, its abilities, its capabilities, an independent veterinarian's examination, and only such medical information as has been provided by the PegasusTRA to make an independent judgment and determination to purchase this horse.

By signing below the Adopter and the PegasusTRA state that they agree to all terms of the above agreement. The PegasusTRA also acknowledges that he does hold lawful title to the horse named above; is lawfully able to transfer title; and that the horse is totally free from all debt or lien.

This Equine Rehoming Agreement contains the entire understanding of the parties concerning its subject matter; there are no oral or written promises or representations upon which Adopter is relying except as expressly set forth herein.

This Agreement may be modified only in writing executed by both Adopter and PegasusTRA. The invalidity or unenforceability of any terms or clauses of this Agreement shall not affect the validity and enforceability of any other terms or clauses.

The Agreement shall be construed in accordance with and shall be governed by the laws of the State of Pennsylvania. Any legal action must be brought in the County of Philadelphia.

Adopter has read and accepts all terms appearing on each of the four pages of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__ .

Pegasus Therapeutic Riding Academy, Inc.
8297 Bustleton Avenue
Philadelphia, PA 19152
215-742-1500

X _____
Authorized representative signature

Name & Position

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

ADOPTER:

Name

Address

Phone number

X _____
Adopter