

HORSE REHOME/ADOPTION/TRANSFER OF OWNERSHIP AGREEMENT

This Agreement (the "Agreement") is being entered into this _____ day of _____ (Month, Year) (the "Effective Date") by:

Seller/Agent Name: _____

Address: _____ ("Seller")

Buyer Name: _____

Address: _____ ("Buyer")

HORSE REHOMED/ADOPTED

The Seller agrees to offer the following horse:

NAME:

MICROCHIP NUMBER:

REGISTRATION NUMBER:

SEX:

DATE OF BIRTH:

COLOR/MARKINGS:

COMMENTS:

ADOPTION PRICE

Buyer shall pay Seller \$_____ ("Purchase Price") for the horse. The purchase price shall be paid in cash or other certified funds upon tender of delivery of the horse to the buyer. Seller shall tender possession of the Horse to Buyer at the horse's location upon receipt of the purchase price from the Buyer. Upon transfer of possession of the horse, the Buyer assumes all risk of loss or injury to horse.

RESALE/REHOMING

If _____ (horse name) is sold, or ownership is transferred, _____ (buyer) will notify _____ (seller) with the name, address, and telephone number of the new owner to which the horse may be transferred so that _____ (seller) may monitor the whereabouts, health and safety of this horse. It is further agreed that any subsequent owner will complete a copy of the within Application and Agreement, and the subsequent owner shall be bound by the terms thereof.

NO SLAUGHTER/NO AUCTION

The undersigned agrees that this animal will only be transferred privately and will not be resold at any type of auction, to a known horse broker, feed lot or slaughter destination. In the event the undersigned fails to comply with the terms of this Application and Agreement, _____ (seller) reserves the right to commence legal proceedings to recover the horse, and the undersigned shall be liable for all costs including damages, inclusive of attorney's fees, in connection with such legal proceeding.

SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller makes no warranties whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The purchase of the horse is subject to the terms and

conditions of an “as is” sale. It is further noted that the Seller is the sole owner of horse and has authority to enter into this Agreement. There is no lien or encumbrance on the horse. Upon Seller’s receipt of the purchase price, in full, seller shall provide buyer with horse’s registration papers, if any, and all other documents necessary to transfer registration of the horse from the seller to the buyer.

BREEDING

Breeding may be allowed if the horse in question is a registered mare; it must be stated at the time of purchase that breeding is the intended use off the horse. Seller will only allow a breeding home if the buyer follows responsible breeding guidelines. Seller considers responsible breeding guidelines to include the following

- The buyer/breeder will agree to have a plan for each foal
- If the resulting foal is sold, the buyer/breeder will do everything within reason to secure a good home for the foal and keep up on the foal’s whereabouts.
- If the resulting foal is sold, the breeder/buyer agrees to clearly represent the foal’s characteristics, strengths and weaknesses as well as any pertinent health or other physical issues to potential buyers of the foal.
- No resulting foal shall be sold through auction, horse broker, feed lot, or other situation where a reasonable person could understand the horse may end up in the slaughter pipeline.
- Each foal will be trained to an age-appropriate level
- Each foal will be registered
- The purchased mare and her foals will receive appropriate vet and farrier care
- The buyer will not breed more foals from the purchased mare and the rest of the buyer’s breeding stock than can reasonably be cared for
- The mare will no longer be bred if significant complications arise

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the _____(County, State). Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in _____(County, State). The parties hereto consent to both venue and jurisdiction. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement, which contains the entire agreement between parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original; all of which together shall be deemed as one and the same instrument. No party may assign or transfer this Agreement without the prior written consent of the other party.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SELLER:

Signed: _____

Name: _____

(printed)

BUYER:

Signed: _____

Name: _____

(printed)

REFERENCES

Name: _____ Telephone: (____) ____ - _____

Comments: _____

Name: _____ Telephone: (____) ____ - _____

Comments: _____

THOSE WHO WILL CARE FOR ANIMAL:

Farrier: _____ Telephone: (____) ____ - _____

Equine Vet: _____ Telephone: (____) ____ - _____

Address: _____