This EQUINE ADOPTION AGREEMENT ("Agreement") entered into on this ___ day of __________, 20__ ("Effective Date"), by and between ______________________________________ (“Adopter”) and SECOND CHANCES EQUINE RESCUE INC. (“SCER-GA”);

Agreement is made for the equine known as __________, Aged __________, Color ____________, Sex: ____________.

WHEREAS, SCER-GA is a non-profit entity that provides care, rehabilitation, and adoption services for equines that have been abandoned, surrendered, or seized by law enforcement;

WHEREAS, Adopter has applied for and has been approved to adopt ____________ (equine) through SCER-GA;

WHEREAS, Adoption shall not be interpreted as ownership of the equine. Adoption means, for the purpose of this contract, to assume care of the equine with contingencies set forth in this document.

NOW, THEREFORE, the parties agree to the following:

**ADOPTION**

1. This Agreement shall remain in effect from the Effective Date until the last equine adopted through SCER-GA is no longer at Adopter’s facility or until the equine’s death;

2. SCER-GA must verify all equine deaths;

3. All fees and expenses, including adoption fees and those incurred as a result of repossession, including any legal fees, are non-refundable and SCER-GA is not liable for reimbursement.

4. Adopter acknowledges that continued possession of said horse is contingent upon Adopter fulfilling all obligations, terms, and conditions pursuant to the signed Agreement for said equine, and any breach of the Agreement requires the immediate return of said equine to SCER-GA.
5. Adopter understands and agrees that equines adopted under the SCER-GA Adoption Program ("Program") are intended to be care for and placed with the Adopter for the remainder of the equine's natural lives. If an adopter decided to end an adoption for reasons other than verified health or financial concerns, equine(s) shall be returned to a SCER-GA rescue location upon 14 days' notice from Adopter. Adopter may choose to keep the equine in Adopter's facility, complying with the Standard of Care, while SCER-GA secures a new home for the equine.

6. Any and all equines in Adopter's care adopted through the Program remain the sole property of SCER-GA for the life of the equine. Adopters shall not transfer, sell, give away, lease, neglect, abuse or cause any other person to claim to have any partial or full ownership of any equine adopted through SCER-GA. If Adopter violates this provision, Adopter shall reimburse SCER-GA for any and all legal fees incurred in recovering the equine in question, for the entire rehabilitation of the equine prior to adoption and for the fair market value of the equine, as determined by the rescue. Adopter understands that this sum would far exceed the small adoption fee paid toward the adoption of the equine at the time of signing this contract.

7. Adopter acknowledges an opportunity to inspect the equine, including the use of a qualified veterinarian, has been offered and/or conducted and is satisfied with the equine's condition.

8. During the first twelve (12) months of the adoption, Adopter agrees to provide photo updates every (1) month. Adopter shall complete a veterinarian screening with verifiable statement of equine condition at the conclusion of the first 12 months of adoption to confirm equine is at a healthy weight and is receiving care that meets the standards listed within this contract. Alternatively, a farm visit Adopter may schedule a farm visit with SCER-GA. Adopter shall reimburse SCER-GA for travel costs incurred to conduct a farm visit. At the conclusion of first 12 months following adoption, Adopter shall provide quarterly updates to include 2 photos that are current for that year and an overview of the equine's condition for remainder of the equine's life.

9. Adopter shall comply with the Standard of Care contained herein. SCER-GA may remove any SCER-GA equine from Adopter at any time, without notice, if SCER-GA determines, in the Board's sole judgment, that Adopter has failed to comply with the Standard of Care and thus endangering the life of the equine;
10. Adopter shall notify SCER-GA if, at any time, Adopter cannot continue to care for an equine. Adopter shall transport the equine, at Adopter's expense, to a SCER-GA rescue site. If SCER-GA cannot accept the equine, Adopter shall pay reasonable board at a location selected by SCER-GA. Alternatively, Adopter may keep the equine in Adopter's care for at least thirty (30) days to allow SCER-GA to locate a foster. During this time, Adopter shall comply with the Standard of Care and shall not transfer possession to anyone without SCER-GA approval.

11. If, at any time, Adopter experiences a rescue confirmed health or financial emergency which makes care impossible or substantially difficult, Adopter shall immediately notify SCER-GA.

12. Adopter shall provide all necessary veterinary and farrier care to the SCER-GA equines in Adopter's care. SCER-GA is not responsible for the vet care, farrier care, board, or feed costs of the equine until such a time as a horse is returned back to our facility per the conditions laid out in this contract;

13. Adopter shall comply in a timely manner with SCER-GA requests for information about any adopted equines in Adopter's care. Timely compliance and suitable condition are required throughout the life to the equine while in the adopter's care.

14. Equines cannot be moved from the location specified in the adoption application without express permission from SCER-GA. In the event of an emergency, Adopter may move any SCER-GA equine to a place reasonably determined by Adopter to be safe. Adopter shall give SCER-GA notice of the new location as soon as possible;

15. Adopter shall only euthanize a SCER-GA equine for sound medical reasons. In the event that Adopter must euthanize, Adopter shall notify SCER-GA immediately, when possible. In all cases, Adopter shall notify SCER-GA within twenty-four (24) hours of euthanasia and provide proof of humane euthanasia from Adopter's veterinarian;

16. While Adopter has possession of a SCER-GA equine and upon 24 hours' notice from SCER-GA, Adopter shall allow SCER-GA to enter Adopter's premises where the equine is located and inspect the equine and the premises in order to verify compliance with this Agreement; Failure to allow inspection with 24 hours' notice will result in equine being brought back into rescue immediately and the adoption being terminated permanently; The rescue will not be required to give notice if the rescue has determined the horse's life may in danger or the care is so deficient the time frame could result in the harm of equine. Opting to revoke the right to inspect the facility where the equine will result in immediate recovery by the rescue of the equine.
17. SCER-GA, its employees, agents, Board, or volunteers shall not be liable for any damages or injury caused to Adopter or any third person by the equine before or after Adopter has taken delivery of the equine. Further, if any third person makes a claim against SCER-GA or any of its employees or agents as a result of any conduct of the equine in Adopter's possession, Adopter shall indemnify and hold SCER-GA, its employees, and agents harmless from any such claims, including, but not limited to, medical costs and attorney's fees resulting from such claim.

18. SCER-GA shall make best efforts to disclose the history of equines. Adopter acknowledges that the equines in question are rescued equines, and in most circumstances, SCER-GA may have little or no knowledge about the equine's prior life or training. SCER-GA does not make any guarantees or representations regarding an equine's temperament or training. SCER-GA does not make professional assessments due to the unknown histories of the adoptive horses; The adopter agrees to have evaluated the equine and to have been given the chance to bring in outside experts to evaluate the equine before adoption.

19. In the event of Adopter's death, Adopter's estate shall return the equine to SCER-GA. No transfer of ownership of equines shall occur under this Agreement. Accordingly, equines adopted through the Program shall not be included in Adopter's estate. If Adopter beneficiaries choose to submit an Application for Adoption and are approved, this clause may be waived.

20. Ownership of Horse. SCER-GA retains exclusive ownership of the adopted equine for its entire natural life. The adopter agrees that ownership is exclusively belonging to SCER-GA.

   a. Consideration: Adopter shall have free use of the horse in exchange for boarding and care of said horse for the duration of said horse's natural life time or until termination of this Agreement and return of said horse to SCER-GA, whichever shall come first; so long as the terms of this contract are followed.

**STANDARD OF CARE**

1. SCER-GA equines shall, at all times, have a clean, safe shelter (a minimum of a three-sided stable shelter), sufficient high quality hay, concentrated feed (when needed), free choice water and mineral access, routine farrier trims as needed, access to vet care (as needed), routine worming and vaccinations, training (if needed), safe fence and pasture (nothing loose, exposed, sharp) and sufficient room for exercise. Adopter shall not withhold any medical or dental care for any reason.
Adopter shall always have an equine dentist, veterinarian, or farrier made available to the equine if needed;

2. SCER-GA equines shall not be bred, left un-gelded (if adopted too young from SCER-GA to already have been altered), left untrained, beaten, or abused. Adopter shall treat equines with kindness at all times. Adopter shall provide a copy of this Agreement to any boarding stable or veterinarian Adopter uses. If Adopter breaches this provision and breeds a SCER-GA equine, Adopter shall forfeit the foal. Adopter shall return the foal and the adoptive equine to SCER-GA.

3. Parties acknowledge that the equine is adopted “as is” and “with all faults.”

**MISCELLANEOUS**

1. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Georgia law, excluding any laws that direct the application of another jurisdiction’s laws.

2. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the Adopter assumes all reasonable attorney fees, and costs and expenses incurred by the Adopter without regard to outcomes of said litigation, arbitration or other proceeding;

3. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties;

4. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement;
5. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible;

6. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

7. Default.
   a. Right of removal. Upon material breach of this Agreement, SCER-GA, Inc. will immediately remove said horse without incurring any responsibility to Adopter.
   b. Right to collect fees and costs. This Agreement is terminated upon a breach of any material term and the SCER-GA has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

8. Damages.
   a. Compensatory damages. If a breach of contract occurs, the rescue shall recover the adopted equine, damages from the adopter for all rescue attorney fees, litigation costs and equine rehabilitation costs, when necessary. These costs are not limited to transportation costs, veterinary expenses and nutritional expenses if the horse returns to the rescue in less than optimal health and weight.
   b. Should the adopter cause the adoptive horse to be irretrievable by the rescue through death due to neglect, sale or other means, the rescue shall recover the average cost to rehabilitate an equine in the sum of $2,500.00, as well as damages from the adopter for all rescue attorney fees and litigation costs.
9. **Jurisdiction**  
   
a. All litigation, arbitration or other proceeding resulting from this adoption or contract shall take place in Liberty County, Georgia, the location where Second Chances Equine Rescue, Inc. is incorporated.

This contract must be signed, notarized and delivered the day that an adoptive horse is picked up or mailed prior if equine is being delivered or transported professionally. Anyone signing this contract agrees they have reviewed all information on the adoption process as found at [http://www.scer-qa.org](http://www.scer-qa.org) and agree to all standards set forth therein.

______________________________  ____________  
Adopter  Date

**NOTARY SIGNATURE AND SEAL**

______________________________  ____________  
Second Chances Equine Rescue Inc.  Date