



CHAPS Equine Assisted Services

PMB 201, 1590 Sugarland Dr Ste B

Sheridan, WY 82801

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Retirement Agreement

Retirement Home – Requirements:

- Paddock/property with solid, safe fencing.
- Access to fresh water.
- Ability to maintain a clean facility.
- Ability to provide grain, hay and supplements.
- Ability to provide for the equine in regards to their care and welfare.
- A working relationship with local equine veterinarian, farrier and dentist.
- Our organization does NOT re-home a horse to first time horse owners.

NAME: _____

ADDRESS: _____

CITY, STATE AND

ZIP: _____

PHONE NUMBERS: HOME: _____ CELL: _____ WORK: _____

EMAIL ADDRESS: _____

LOCATION OF THE RETIREMENT HOME IF DIFFERENT FROM ABOVE: _____

HORSE'S NAME: _____

COLOR: _____

SEX: _____

REASON FOR RETIREMENT: _____

VETERINARIAN APPROVED ACTIVITIES AND USES: _____

EXCLUDED ACTIVITIES AND USES: _____

This Retirement Agreement ("Agreement") is entered into by CHAPS Equine Assisted Services ("CHAPS"), a 501(c)(3) non-profit organization in good standing and Retirement Home, listed above, effective this _____ day of _____ 20____.

In consideration of the mutual covenants, representations, and obligations set forth herein, and for other good and valuable consideration, CHAPS and Retirement Home agree as follows:

General Terms: Retirement Home acknowledges that as part of the consideration of this transaction, Retirement Home hereby agrees to provide humane conditions for the Retirement Horse in accordance with the charitable purposes of CHAPS and pursuant terms of this Agreement. Retirement Home agrees on full responsibility for Retirement Horse's care, well-being and management including, but not limited to: proper nutrition, hoof & dental care, preventative medicine until Retirement Horse requires euthanasia or dies of natural causes.

In consideration of the Retirement Home's agreement to abide by the conditions of this Agreement, CHAPS shall relinquish possession of the Retirement Horse to the Retirement Home and Retirement Home shall accept the care, custody and control of the Retirement Horse subject to the terms of this Agreement.

Facility/Adopter Review and Approval: Retirement Home agrees that CHAPS must approve the facility at which the Retirement Horse is to be located and that potential adopters/purchasers must visit our organization and be observed with the horse on site.

Location of the Horse: Retirement Home agrees to maintain horse at _____ and notify CHAPS both verbally and in writing if the location of the Retirement Horse is changed for any reason.

Liability and Risk of Loss: Upon Retirement Home taking possession of the Retirement Horse, the Retirement Home shall assume the risk of loss and liability of the Retirement Horse and Retirement Home agrees to indemnify and release CHAPS from any and all liability or claims associated with the Retirement Home's possession of the Retirement Horse. Possession for this purpose shall be when the Retirement Horse is loaded on the trailer that shall transport the Retirement Horse from its current location.

Transportation of Retirement Horse: Retirement Home shall arrange and pay for the transportation of the Retirement Horse from its current location at the CHAPS facility to its new home. Should the horse have to be or be compelled to return to CHAPS for violation of this agreement, Retirement Home hereby agrees to pay for such return transportation of Retirement Horse.

Use: Retirement Home understands reasoning for horse retirement, including decision-making information including diagnostics, health history and program use. Retirement Home agrees to

adhere to veterinary approvals and disapprovals for forced exercise and use. Retirement Home may obtain a secondary Veterinarian opinion consultation regarding diagnostics and plan of care.

Updates: Retirement Home agrees to provide regular updates on the Retirement Horse via pictures every three (3) months for the first year of the Retirement. Pictures shall include front, back, both sides (including feet) of the horse without tack along with pictures of the shelter the horse occupies. Pictures shall be current with a date stamp or other identifying marks.

Return of Retirement Horse: Should the Retirement Home for any reason, become unable to care for the Retirement Horse, the Retirement Horse is to be returned to CHAPS at the Retirement Home's expense. CHAPS requires at least 72 hours' notice of the Retirement Home's intent to return said Retirement Horse. If there is a critical need to return the horse, the 72 hours may be waived at CHAPS's discretion.

In the event Retirement Home fails to provide for the needs of Retirement Horse as set forth in this Agreement, CHAPS can demand the immediate return of Retirement Horse to CHAPS.

CHAPS reserves the right of first refusal if the Retirement Horse is not able to be provided for by the Retirement Home.

Auction: Under NO circumstances is the Retirement Horse to ever be consigned to an Auction of any type. Should the Retirement Horse be found at an auction or in a kill pen the Retirement Home will be fined no less than \$20,000.

Resale of Retirement Horse: The Retirement Horse MAY NOT BE SOLD OR RE-HOMED without the prior written approval of CHAPS. If the Retirement Home can no longer care for the Retirement Horse, the horse Retirement Home MUST NOTIFY CHAPS. CHAPS reserves the right of first refusal and must approve any resale or rehome of Retirement Horse. Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.

Reporting/Inspection: Retirement Home shall provide regular updates on the Retirement Horse as agreed between Retirement Home and CHAPS. The Retirement Home agrees to allow CHAPS to inspect the horse at the Retirement Home's property with a 24-hour notice of intent to inspect.

Entire Agreement: The parties intend that the provisions and terms set forth herein are a final and complete expression of their agreement. As the parties intend this Agreement to be final and complete, the provisions and terms of this Agreement may not be explained or supplemented by evidence of consistent additional terms nor may this Agreement be contradicted or supplemented by evidence of any prior agreement, either oral or written. Modification or

amendment of this Agreement must be reduced in writing and signed by both parties. No oral agreement or conduct by the parties may modify, alter, or amend this Agreement.

Modification: This Agreement may be modified only in writing, signed by both parties.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Wyoming.

Headings: The headings for sections contained herein are for convenience only and shall not be used in interpreting this Agreement. Headings shall not be construed to define or limit the terms of this Agreement.

No Waiver: No failure or delay to enforce an obligation or exercise a right or remedy shall impair CHAPS from enforcing an obligation nor shall it constitute a waiver of any right or remedy.

Constructions: Words and terms in this Agreement shall be construed in both the feminine and the masculine, where applicable, and both single and plural, where applicable.

Remedies Not Exclusive: The enumeration herein of specific rights and remedies, except as otherwise expressly provided, shall not be exclusive of any other right or remedies. These rights and remedies are cumulative and in addition to any rights and remedies available at law, in equity, or by statute.

Severability: If any provision or term of this Agreement or any application of the Agreement shall be held by a court to be invalid or unenforceable for any reason, the provision or term or the application of such shall be considered severed from this Agreement, and the remainder of the Agreement shall not be affected, and each provision or term of this Agreement shall be valid and enforced to the extent permitted by law.

Costs and Attorneys' Fees: In the event either party commences a legal proceeding to enforce the terms of this Agreement, the prevailing party in such legal action shall have the right to recover reasonable attorneys' fees and reasonable costs incurred during the course of the proceeding from the other party. The court in the same legal action shall fix the reasonable amounts.

Kristen Marcus
CHAPS
Executive Director

Dated: _____

_____(printed name)
Retirement Home

Dated: _____

