



## REHOMING AGREEMENT

This agreement is made as of the day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ between Southern Reins Center for Equine Therapy (hereinafter referred to as "Southern Reins") and \_\_\_\_\_ (hereinafter referred to as "Adopter").

IN CONSIDERATION of receipt of the horse named \_\_\_\_\_ (color) \_\_\_\_\_ (age) \_\_\_\_\_ (gender) \_\_\_\_\_ (hereinafter "the Horse"), and in further consideration of the sum of \$ \_\_\_\_\_ (hereinafter "Adoption Donation", if applicable), the undersigned agrees to the following "Terms of Adoption" (and to any other Terms agreed to in the Application for Adoption dated \_\_\_\_\_, which is incorporated herein by reference)

### 1. TRIAL PERIOD:

SOUTHERN REINS and Adopter agree to a trial period (trial) of 30 days. This period may be extended, in writing, by mutual agreement of the parties. Adopter is responsible for any and all expenses (including veterinary and hoof care) required during the trial. Any expenses incurred by Adopter during the trial are non-refundable. Transportation of the horse to the trial location or back to SOUTHERN REINS is at the expense of Adopter. At or before the end of the designated trial period, Adopter may return the Horse to SOUTHERN REINS for any reason and any Adoption Donations will be refunded. Expenses other than the Adoption Donation incurred by Adopter will not be refunded. If Adopter intends to return the horse to SOUTHERN REINS, Adopter shall notify SOUTHERN REINS by the last day of the trial period.

2. NO BREEDING CLAUSE: Under no circumstances may the Horse be bred. [\_\_\_\_initial ]

3. TRANSFER OF OWNERSHIP: The intent of SOUTHERN REINS's contractual requirements regarding transfer of the horse is to protect the long-term well-being of the horse. The contractual requirements are not intended to unreasonably prevent a change of ownership. Adopter may transfer ownership of the Horse to a new owner through the following process:

- I. Adopter must notify SOUTHERN REINS, in writing, of intent to transfer ownership of the Horse. This notification must include a detailed description of why Adopter desires to transfer the Horse.
- II. Adopter must fully disclose history of horse, including behavior problems and/or injuries, to prospective owners. Adopter must also notify all prospective owners of the requirement for the new owner to sign an adoption contract with SOUTHERN REINS and SOUTHERN REINS's requirement of an annual follow-up visit.
- III. Prior to transfer of ownership, Adopter must inspect the location Horse will be living to ensure compliance with the requirements outlined in section 5 of this contract.
- IV. The new owner must meet the minimum requirements outlined in section 5 of this contract and agree to all other contract provisions.
- V. Prior to transfer of ownership and transport of horse to a new location, the new owner must sign a new adoption contract with SOUTHERN REINS. SOUTHERN REINS reserves the right to require the return of the horse, at Adopter's expense, rather than transfer of ownership.

4. 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 SOUTHERN

REINS is available to answer questions on the Horse's training and behavior throughout the life of the Horse. SOUTHERN REINS' staff 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.

5. 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.
- c) A veterinarian shall be called for any illness and any serious injury.
- d) The Horse shall be trimmed or shod by a qualified farrier a minimum of every 6-8 weeks. Hooves are to be cleaned regularly.
- e) 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.
- f) The Horse shall receive the required daily feed allowance plus plenty of good quality grass or hay.
- g) The Horse shall have its teeth checked annually by a veterinarian and floated as needed.
- h) 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.
- i) The Horse shall have acceptable fencing suitable for the Horse and the Horse's environment. Under no circumstances should a horse be kept in barbed wire fencing.

6. RESERVATION OF RIGHTS: To protect both the Horse and SOUTHERN REINS's reputation as a therapeutic riding program and as a reputable organization, and to assist Adopter in adapting the Horse to its new home, SOUTHERN REINS reserves the right to monitor and follow this adoption. Adopter agrees to provide regular updates, including photos, at SOUTHERN REINS'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 SOUTHERN REINS to check on the horse. These will be scheduled visit. If SOUTHERN REINS has reason to suspect that the horse is not being properly cared for, unscheduled visits will be made. 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 SOUTHERN REINS by Adopter, SOUTHERN REINS may terminate this agreement, and require return of Horse to SOUTHERN REINS. 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 SOUTHERN REINS for evaluation of the Horse's care and condition. Additionally, if breach of contract is disputed, Adopter further agrees to surrender Horse to SOUTHERN REINS's possession and care pending resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time SOUTHERN REINS is caring for the horse until resolution of the dispute by mediation, arbitration, or litigation as described below.

7. ATTORNEY FEES AND COSTS If legal action (using Tennessee law) is needed to recover the Horse or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/ or arbitration, and/or agrees to personal jurisdiction in a Shelby County Tennessee Court venue of SOUTHERN REINS's choice; and further agrees to pay all court costs and reasonable attorney fees.

INDEMNIFICATION AND HOLDHARMLESS AGREEMENT: Adopter understands SOUTHERN REINS is in no way liable or responsible for any damage, accident, or injury resulting from the actions of a Horse placed with Adopter and the undersigned Adopter does hereby release, discharge, hold harmless, and agree to indemnify SOUTHERN REINS, its agents, members, volunteers, Officers and Directors, and any other person, organization, or corporation charged or chargeable with liability, their heirs, administrators, executors, successors, and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, actions of the Horse received by Adopter.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMNIFICATION AND OTHER TERMS ABOVE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Adopter \_\_\_\_\_ Printed Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

Printed Name of SOUTHERN REINS Agent \_\_\_\_\_

Signature of SOUTHERN REINS Agent \_\_\_\_\_

Adoption Donation Received (if applicable): \$ \_\_\_\_\_ [ ] cash [ ] check