

Ridin' High Inc. Adoption Agreement

This Adoption Agreement (this "Agreement") is entered into this _____, by and between RIDIN' HIGH, INC., a Tennessee non-profit corporation located at 5722 Long Creek Road, Morristown, TN 37813 ("RH") and _____ individually, having an address of _____, individually (the "Adopter.") For and in consideration of the rights, obligations and duties set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Adopted Animal.** Adopter agrees, pursuant to and in accordance with the terms and conditions of this Agreement, to adopt and provide care for the equine know as " _____ " (the "Adopted Animal"), approximate age _____ old , sex _____, breed _____, color _____, Markings: _____, approximate height (taped) _____ hh, approximate weight (taped) _____ pounds, which Adopted Animal is currently owned by RH. See Coggins Certificate issued for the Adopted Animal attached as Exhibit 1 for a visual illustration of the Adopted Animal and its markings and/or tattoos.
2. **Transfer of Possession of Adopted Animal.**
 - A. **Continuing Conditions.** RH agrees to transfer possession of the Adopted Animal to Adopter, subject to the continuing conditions set for the in the Agreement. Adopter shall not abandon, sell, give away, lend, lease, sell for slaughter, remove from Adopter's personal supervision or control or move the Adopted Animal from the approved Shelter Facility (defined below) except for emergencies, shows, trail rides or other temporary situations. **ADOPTOR'S INITIALS:** _____
 - B. **Prohibited Uses. ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR BREEDING PURPOSES. ADOPTER'S INITIALS:** _____
 - C. **Prohibited Uses: 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.** Adopter's initials: _____
 - D. **Adoption Donation.** Concurrent with the signature of this Agreement, Adopter has paid a nonrefundable adoption donation in the amount of \$ _____ to RIDIN' HIGH, INC. Payment in full of the adoption donation is required before removal of the Adopted Animal from RH'S facility. This adoption donation may be tax deductible by the Adopter, although RH makes no representation or warranty in that regard. Adopter should consult his/her independent tax advisor to determine deductibility.
3. **Disclosure and Release. Adopter represents warrants and declares that Adopter is aware of the following in connection with his/her adoption of the Adopted Animal from RH:**
 - (a) That animals are different from human beings in their responses to human actions;
 - (b) That the actions of animals are often unpredictable;
 - (c) That animals should be closely and carefully supervised when they are with or around children;
 - (d) That the Adopted Animal's behavior may change after it leaves RH's premises;

- (e) That animals in a new environment may act differently and Adopter will afford the Adopted Animal adequate time (at least 10 days) to acclimate to its new environment before being ridden, to the extent the Adopted Animal is rideable;
 - (f) That any statements made by RH regarding the Adopted Animal, either orally or within this Adoption Agreement, are merely opinions and are made or given solely as a courtesy to those considering adopting an animal, and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition or the Adopted Animal or the suitability or safety of the Adopted Animal for Adopter's intended purposes.
 - (g) Adopter releases, discharges, indemnifies and holds harmless RH from and against any and all claims, liens, damages, losses and causes of action which may be asserted by Adopter and all third parties for injury or damage to all persons, property or thing whatsoever caused directly or indirectly by the Adopted Animal. **ADOPTER'S INITIALS AS TO SECTION 3, subsections a through g:** _____
4. **General Adopted Animal Care Requirements.** Adopter will, at Adopter's sole risk, cost and expense, care for and maintain the Adopted Animal in strict accordance with:
- (a) The Minimum Standards of Care as from time to time established by the Tennessee Horse Council and the University of Tennessee Veterinarian School recommendations (regardless of in what state the Adopted Animal is sheltered), and
- RH will provide Adopter updated Care Guidelines as and when requested by Adopter. Required care and maintenance of the Adopted Animal shall include, but shall not be limited to, the following:
- 1. Adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items or supplements;
 - 2. Safe and adequate shelter, which shall include at least a stall or run-in shed; turnout area; adequate and safe fencing; proper, adequate and regular exercise;
 - 3. Appropriate hoof care no less often than every six to eight weeks;
 - 4. Required veterinary attention, including yearly vaccinations of Rabies, EWT, Rhino, Flu, West Nile and any other diseases for which vaccines may be generally recommended in the State of Tennessee from time to time;
 - 5. Treatment as preventative care against parasites such as de-worming as recommended by current AAEP guidelines.
 - 6. RH may, at its sole discretion, require receipt of documentation of any and all of the above required actions. Should Adopter fail to provide RH such documentation within five (5) business days after request therefore, Adopter shall be considered in material breach of this Agreement.
5. **Care Requirements Specific to Adopted Animal.** RH recommends that all adopters consider a prepurchase exam by a veterinarian of their choice before finalizing this Agreement. Adopter specifically understands that the Adopted Animal may have health limitations. Adopter warrants that Adopter has inspected the Adopted Animal and agrees to accept possession in the Adopted Animal's present "as is" condition. Adopter acknowledges receipt from RH of the health records for the Adopted Animal as maintained by RH since assuming title and/or care, custody and representation or warranty to Adopter about the health or temperament of the Adopted Animal or its suitability or safety for the purposes now or hereafter intended by Adopter. RH makes the following disclosures as a courtesy to the Adopter, which disclosures are merely opinions:
- A. Health History and Health Problems of Adopted Animal.
 - B. Required Medications and Supplements.

- C. Limitations as to Riding Adopted Animal. Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal, which shall be communicated by RH as opinions.

6. Locations and inspection of Adopted Animal.

- A. Location of Adopted Animal. Until such time as title in and to the Adopted Animal may be transferred to Adopter pursuant to Section 10 below, Adopter shall at all times keep RH informed in writing as to the location or facility where the Adopted Animal is sheltered (the "Shelter Facility").
- B. RH Inspections of Adopted Animal. Representatives of RH may make unannounced visits to the Shelter Facility at any reasonable time to confirm that the Adopter is providing the care and maintenance required under the terms of this Agreement.
- C. Change in Location of Adopted Animal. Adopter agrees to notify RH at least ten (10) business days in advance of any proposed relocation of the Adopted Animal. During the term of this Agreement, each new Shelter Facility must be expressly approved by RH prior to relocation of the Adopted Animal. Approval by RH of any Shelter Facility for another animal previously or concurrently adopted from RH shall not automatically constitute approval of such Shelter Facility under the terms of this Agreement.
- D. Death of Adopted Animal. Adopter agrees to notify RH immediately upon the death of the Adopted Animal, and to provide RH veterinary certification as to cause of death within five (5) business days after such death.

E. Boarding Facility.

If the approved Shelter Facility is one other than the principal residence of Adopter and/or is owned by a third party (the "Boarding Facility"), Adopter shall present the owner of such Boarding Facility with a copy of this Agreement prior to and as a condition of sheltering the Adopted Animal at such Boarding Facility. Adopter, not RH, shall be liable for all boarding fees, costs, damages or other claims under any written or verbal contract between the Adopter and the Boarding Facility.

UNDER NO CIRCUMSTANCES SHALL RIDING HIGH INC BE LIABLE FOR PAYMENTS OR ANY OTHER COSTS, DAMAGES OR EXPENSES INCURRED UNDER ANY BOARDING AGREEMENT OR FOR OTHER COSTS NOT SPECIFICALLY APPROVED IN WRITING BY RH WITH THE OWNER OF SUCH BOARDING FACILITY, INCLUDING BUT NOT LIMITED TO DELINQUENT OR UNPAID BOARD PAYMENTS.

Any lien against the Adopted Animal to which the Boarding Facility may be entitled under the terms of a boarding agreement with the Adopter or by statute shall at all times be subject and subordinate to the terms of this Agreement. RH's ownership rights in and to the Adopted Animal are prior and paramount to any right of title asserted by any Boarding Facility. Adopter shall indemnify and hold harmless RH from and against any and all claims or damages by such Boarding Facility resulting directly or indirectly from the breach of Adopter of any contract, written or verbal, between the Boarding Facility and Adopter, or under the terms of this Agreement. The terms of this Section 6 (F) shall survive expiration or termination of this Agreement. **ADOPTER'S INITIALS AS TO SECTION 6, subsections a through e:** _____

- 7. Termination of Agreement by Adopter.** If for any reason Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately notify RH. Transportation to RH will be at the expense of the Adopter. RH will not be liable for any other extraneous charges or costs incurred by the Adopter before repossession by RH (including but not limited to unpaid board payments

per Section 6 (F) of this Agreement). Should the Adopted Animal return to RH, no monies will be reimbursed to Adopter. Should the Adopted Animal no longer meet the needs of Adopter, Adopter may return the Adopted Animal to RH. All RH adoptions are intended to last for the life of the horse. Under no circumstance should the animal be sold or transferred for slaughter. **ADOPTER'S INITIALS**

8. **Adopted Animal Medical Problems** Arising after Transfer of Possession to Adopter. The Adopter agrees to notify RH and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse/pony maintenance. RH is available, should you need assistance in locating an equine veterinarian. The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise humanely destroyed without the recommendation of a veterinarian. **Any long term or chronic illness should be brought to the attention of RH.**
9. **Remedies upon Breach.**
 - A. **RH Repossession of Adopted Animal.** In the event that RH determines that the Adopter is in breach of any term of this Agreement, or becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal or the Adopted Animal, this Agreement shall be automatically considered null and void. Upon such breach, in addition to other remedies and damages available to RH under this Agreement or otherwise. Adopter hereby authorizes a representative of RH, without cause or warrant, to enter the property where the Adopted Animal is sheltered and take immediate physical possession of the Adopted Animal without recourse from Adopter or other third parties.
 - B. **Liquidated Damages.** In the event that Adopter breaches any term of this Agreement and renders this Agreement null and void, and in addition to the repossession rights set for the in the immediately preceding paragraph, the Adopter agrees to pay to RH the sum of One Thousand and No/100ths Dollars (\$1,000.00) as liquidated damages and not as penalty. RH and Adopter expressly agree and acknowledge that RH's actual damages in the event of a default by Adopter would be extremely difficult or impracticable to ascertain and that the amount of the liquidated damages represents their reasonable estimate of such actual damages.
 - C. **Attorney's Fees and Court Costs.** Adopter agrees to pay all reasonable attorneys' fees and all court costs incurred on behalf of RH in the event any matter arising under this Agreement is forwarded to any attorney for enforcement.
10. **Election to Acquire Ownership**
 - A. Upon the expiration of one (1) year following the date of this Agreement, and provided that this Agreement has not been otherwise terminated and Adopter is not then nor has ever been in default under this Agreement, as determined by RH in its discretion, RH shall send Adopter notice (the "Ownership Notice") that the Adopter has the right to elect to become the owner of the Adopted Animal. Adopter shall, within thirty (30) days following the date of the Ownership Notice, provide written notice to RH of Adopter's election to become the owner of the Adopted Animal. Notwithstanding any notice provisions under this Agreement to the contrary, if RH does not receive Adopter's written election to become owner of the Adopted Animal within the aforementioned time period, then failure by RH to receive such notice shall be deemed Adopter's election not to become the owner of the Adopted Animal. Notwithstanding any terms of this Section 10 (A) to the contrary, transfer of ownership to Adopter shall be conditioned upon satisfactory inspection (as solely determined by RH) of both the Adopted Animal and the Shelter Facility after the second year anniversary of this agreement.
 - B. In the event Adopter elects to become the owner of the Adopted Animal by responding to the Ownership Notice within the time period specified in item 10 (A) above, RH shall, within thirty (30_

days following receipt from Adopter of such election and subject to final inspection set forth in item 10 (A) above, execute a Deed of Ownership in favor of Adopter, in substantially the form as attached as Exhibit 4, granting Adopter title to and ownership of the Adopted Animal, and hereunder shall cease unless otherwise specifically provided herein.

11. Miscellaneous Provisions.

- A. Choice of Law. This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Tennessee. The parties hereto shall also consent to jurisdiction of the courts of Tennessee for all purposes and for any disputes arising hereunder.
 - B. Modifications. This Agreement shall not be modified or amended except by a writing signed unanimously by all or the parties hereto.
 - C. Severability/Rules of Construction. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the execution of the Agreement, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.
 - D. Assignment. Adopter may not assign this Agreement and Adopter's right as Adopter hereunder without the prior written consent of RH, which may be withheld, in RH's absolute discretion. Such assignment shall not relieve Adopter of Adopter's obligations under this Agreement in the absence of express written release from RH.
 - E. Section Headings. The various section headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any Section hereof.
 - F. Entire Agreement; Modifications. This Agreement and all Exhibits, attachments or Addenda represents the entire agreement or the parties relating to the adoption of Adopted Animal and can only be amended by a writing executed by both parties hereto. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.
 - G. Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of RH and the Adopter, its and their heirs, executors, administrators, successors and permitted assigns.
 - H. Exhibits. The exhibits attached hereto constitute an integral part of this Agreement and are hereby incorporated herein.
- 12. Notices.** All notices required or permitted hereunder will be deemed to have been delivered when posted with the U.S. Postal Service, Federal Express, United Parcel Service or sent by facsimile, telecopier or other such electronic device, directed as follows. The parties shall promptly notify the other in writing of a change of notice address.

Name / Contact Phone of Veterinarian: _

Name / Contact Phone of Farrier: _

Personal References – Name and phone number of three:

1.

2.

3.

Signature of Applicant: _____

Written Name: _____

Questionnaire:

1. What type of fencing do you have?

2. How much space do you have in pasture for a horse?

3. Do you own any other horses or ponies? If so, what breed, sex and age?

4. Is there shelter at your farm? What type of shelter?

5. Do your horses/ponies live on your property or do they board?

6. If board, name of stable owner with phone: _____ N/A _____

7. Do you have someone capable to care for your horse when away?