

Bagaduce River Equine Rescue

45 Sage Lily Road

Brooksville, ME 04617

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207-632-5560

[www.bagaduceriverequinerescue.weebly.com](http://www.bagaduceriverequinerescue.weebly.com)

ADOPTION CONTRACT  
(RIGHTS OF POSSESSION ONLY)

This Contract for the rights of possession is entered into between Bagaduce River Equine Rescue (hereinafter BRER) and \_\_\_\_\_ (hereinafter Adopter) on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding the Adoption/Rights of Possession of the following animal:

Name: \_\_\_\_\_

Registered Name (if different and applicable): \_\_\_\_\_

Tattoo (if applicable): \_\_\_\_\_

Species: \_\_\_\_\_

Breed: \_\_\_\_\_

Date or Year of Birth: \_\_\_\_\_

Height: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Scars (if any): \_\_\_\_\_

Gender: \_\_\_\_\_

Altered or Intact: \_\_\_\_\_

Use Restriction : \_\_\_\_\_

**The animal shall not be used for breeding, profit, racing, pulling or for exhibits.**

Known Health Conditions: \_\_\_\_\_

Additional sheet attached: Yes \_\_\_ No \_\_\_

Current Medications: Yes \_\_\_ No \_\_\_ (See attached List)

Current Veterinarian: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel: (207) \_\_\_\_ - \_\_\_\_

Adopter Initial \_\_\_\_ \_\_\_\_

Adopter Information:

Full Names (includes former names and aliases) \_\_\_\_\_

Home Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

All Telephone and Cell Phone Numbers: \_\_\_\_\_

Email address: \_\_\_\_\_

Driver's License Jurisdiction and Number: \_\_\_\_\_

(attach a copy of the front and back of driver's license which is made part of this Agreement)

If no Driver's License provide State ID: \_\_\_\_\_ (attach a copy of the front and back of State I.D. which is made part of this Agreement)

Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

The Animal will be kept/housed/residing at this physical address: \_\_\_\_\_  
\_\_\_\_\_.

If the Adopter is not the owner of the above identified premises, explain in detail the arrangements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ |

Is the above- described arrangement short term or long term? If short term, explain.

\_\_\_\_\_  
\_\_\_\_\_

Adopter Initial: \_\_\_\_ \_

Adoption Fee: \_\_\_\_\_

ADOPTER AGREES TO THE FOLLOWING:

1. This Contract does not transfer ownership rights to the Animal identified above. The Adopter shall have right of possession provided the Adopter is in full compliance of the provisions of the Contract. Adopter's right of possession is non-transferable.
2. The Adopter agrees and acknowledges that the animal remains the property of BRER and cannot be leased, adopted, transferred, assigned or otherwise be placed in the custody or possession of anyone other than Adopter or BRER.
3. 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.
4. The Adopter is not allowed to remove the animal from the State of Maine without prior permission from BRER.
5. The Adopter is not allowed to remove the animal from the United States of America.
6. In the event the animal is pregnant at the time of the execution of this Contract, the offspring is and will remain property of BRER. Adopter agrees to cooperate with BRER and comply with all instructions from BRER to ensure a healthy pregnancy and delivery. The offspring will be returned to BRER consistent with veterinary advice and guidance.
7. The Adopter agrees, confirms and acknowledges that the animal will not be bred for any reason whatsoever, and Adopter will ensure that, if the adopted animal is a female, she will not be in the proximity of any stallion at any time. If any female animal adopted out by BRER becomes pregnant while in Adopter's custody, the offspring will be the property of BRER and the violation of this paragraph constitutes a breach of contract and the animal and the offspring must be safely returned to BRER immediately.
8. The Adopter confirms that no stallion is in residence at the location where the animal will be kept.
9. The animal will not be kept at any location without other equine residents present.
10. If the Adopter is unable to care or keep the animal, the Adopter will immediately notify BRER, and the Parties shall make arrangements for a safe return of the animal to BRER as soon as practicable. BRER will provide transportation unless otherwise agreed to by the Parties.
11. If any of the contact information, or the physical or mailing address of Adopter changes, Adopter will notify BRER at least 7 days in advance, or in the event of an emergency, within 24 hours after the change.
12. To allow BRER staff and agents access to the location where the Animal is kept and in person visitation with the animal at any time, without advance notice. In the event Adopter is not the owner of the premises where the animal is kept, Adopter shall obtain and ensure access for BRER.

Adopter Initial \_\_\_\_ \_\_\_\_

13. To give at least 24 hours advance notice if the animal is moved from the location identified above, or moved thereafter from a subsequent location, after notice to BRER
14. Failure to provide advance notice, except in an emergency situation such as fire, flood, or other danger or disaster, constitute a breach of the contract and results in the immediate termination of the rights of possession as defined herein and Adopter expressly agrees to return the animal to BREF immediately.
15. If the animal is relocated as a result of an emergency, and advance notice to BRER is not possible, the Adopter will notify BRER as soon as possible but no later than 24 hours after the relocation.
16. If the animal is transported for any reason whatsoever, the Adopter shall ensure that the trailer is safe and road worthy.
17. To always comply with the provision of Maine Animal Welfare Laws, and comply with all state and local laws and regulations.
18. That the animal will not be used for any illegal purpose.
19. That the animal will not be chained or tied except during grooming or for veterinary care, or kept in a round pen when not in training.
20. To always supervise the animal around children.
21. The animal will not be left without supervision for more than 18 hours at one time.
22. To provide regular feedings of quality food, constant clean water, appropriate and safe shelter, regular farrier services by a graduate of an accredited farrier school, regular recommend grooming, veterinary care by a licensed veterinarian, safe appropriate fencing, humanely clean living areas, safe and appropriate transportation (if applicable) and safe and appropriate turn out/paddocks/pasture free of debris at all times for the rest of the animal's life.
23. Adopter shall provide the name of the veterinarian providing services to the animal and shall execute release of information authorization for BRER upon demand.
24. To treat the animal humanely and with dignity respect, kindness, species/breed specific understanding at all times.
25. To refrain from any kind mistreatment or abuse as defined in Maine law, rules and regulations,
26. Veterinary care includes at a minimum the following: vaccinations, health checks, assessments, diagnosis, worming, pest control, dental care, prescription, medication administration as prescribed, and strict adherence to veterinary advice.
27. To seek the advice of a qualified, licensed veterinarian for anything beyond the experience or knowledge base of the Adopter including but not limited to the following: colic, tick born illnesses, lameness, injuries, behavioral issues (new and old).

Adopter Initial \_\_\_\_ \_\_\_\_

28. In the event of a medical emergency, the Adopter shall call the emergency veterinarian for advice and diagnosis. Following the call to the veterinarian, the Adopter shall attempt to reach BRER and if unable to do so, follow the advice of the veterinarian and upon advice of the veterinarian shall make the decision whether euthanasia is appropriate and humane. If the animal is euthanized, BRER must be notified immediately and Adopter shall consent to the release of all veterinary health records.

29. BRER does not make any written, implied or expressed guarantees regarding temperament, health, behavior, performance, or life expectancy. The Adopter understands and acknowledges that animals, including horses and donkeys, are by nature unpredictable and therefore can exhibit behaviors, which may result in injuries to people, other animals or property.

30. Adopter acknowledges that they fully understand that while the animal has been evaluated by a veterinarian, the full medical history of the animal is not known to BRER because the animal is a rescue.

31. Adopter agrees that any and all veterinary bills are the sole responsibility of Adopter from the date of this Contract through the entire lifetime of the animal. Adopter holds BRER harmless for any medical condition that the animal may have including any disclosed and any and all unknown to BRER.

32. Adopter acknowledges that BRER is unable to fully evaluate the animal's temperament in a rescue situation and that the animal's full personality will not be known until it has settled down in Adopter's custody. Adopter assumes all responsibility for the actions and behaviors of the animal from the date of this contract throughout the entire time Adopter keeps or possesses the animal. Adopter agrees to hold harmless and indemnify BRER for any and all actions of the animal from the date of this contract forward.

33. Should Adopter fail to comply with ANY of these provisions, the failure shall be deemed a breach of contract and BRER has the right to regain immediate possession of the animal. Adopter agrees that should BRER make oral or written demand for the animal's return, Adopter will return the animal to BRER no more than 24 hours from the date and time of the demand. Should Adopter fail to return the animal and BRER has to seek return of the animal from a court of competent jurisdiction, Adopter agrees to pay liquidated damages in the amount of \$1,000.00 in addition to attorney's fees, costs of court, costs of services, case expense and any other expense to which BRER may show themselves to be entitled. Adopter agrees that the adoption fee is forfeited if any of the terms of this contract are breached.

34. This contract is to be governed by the law of the State of Maine and any disputes will be filed and resolved in the court Hancock County, Maine.

35. Failure by BRER to exercise, enforce or assert any right or remedy against Adopter in the event of any breach or violation of this contract shall not constitute a waiver of the right to exercise, enforce or assert any right or remedy in the event of any subsequent or continued breach or violation..

36. Adopter agrees and acknowledges that no guarantees have been made by BRER regarding the health or temperament of the animal. Adopter agrees to accept the animal based on these terms and that if for any reason the animal is returned that the adoption fee is forfeited.

Adopter Initial \_\_\_\_

37. Adopter acknowledges that all information contained herein is true and correct, and if any information is found to be false, that the adoption will not be accepted and that if the animal is already placed with Adopter, Adopter will immediately return the animal to BRER upon demand.

38. Adopter acknowledges that this is the full agreement of the parties and that there are no other representations or promises made other than the ones stated herein.

39. Adopter acknowledges that this Contract is binding on the entire family of Adopter, their heirs, next of kin, executors, assigns, and administrators, and

40. This contract reflects the entirety of the Agreement between Adopter and BRER. If any part of it fails, that will not affect the other provisions from being in full force and effect.

BRER confirms receipt of the Adoption fee.

AGREED:

ADOPTER: Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Bagaduce River Equine Rescue:

By:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Adopter Initial \_\_\_\_

