



**PENNY LANE FOAL RESCUE**

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**ADOPTION AGREEMENT AND COVENANT**

(Hereinafter referred to as agreement, covenant, or contract.)

THIS ADOPTION AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Between \_\_\_\_\_ (hereinafter known as Adopter) and Penny Lane Foal Rescue (hereinafter PLFR), is a legally binding agreement delineating the terms and conditions of the adoption of the equine currently known to all parties as:

NAME: \_\_\_\_\_ YOB: \_\_\_\_\_ Color: \_\_\_\_\_

Breed: \_\_\_\_\_ Gender: \_\_\_\_\_ Markings: \_\_\_\_\_

**\*Detailed description of said equine's physical condition at time of this agreement:**

1. PLFR makes no implied warranties as to the marketability or fitness for any particular purpose of any equine offered in this program. Adopters should pay close attention to the animal being considered and make their selections accordingly. No implied or express guarantees are made as to the accuracy of any information provided on any equine. \_\_\_\_\_ (initials)
2. Examination of the equine prior to adoption is the sole responsibility of the prospective adopter. In the event the equine is returned at any time after possession occurs, PLFR will not refund any monies paid as an adoption fee/donation for said equine, regardless of the reasons for the return of the equine. Adopter will return said equine to PLFR if the Adopter is unable to care for the equine or if the equine is no longer wanted or needed. In the event this occurs, the adoption fee/donation will not be refunded. \_\_\_\_\_ (initials)
3. Upon receipt of Adopter's signed Agreement to provide all necessary care for said equine, PLFR hereby transfers custody and possession of said equine to Adopter for one year (hereinafter referred to as probationary period), during which time PLFR retains an irrevocable and equitable ownership interest of the adopted equine. During the probationary period, this agreement is capable of being unilaterally canceled by PLFR in the event the Adopter breaches any of the general terms of this agreement. The adoption fee will not be refunded if this contract is breached within the first year, and PLFR must reclaim the equine and cancel the contract. During this period of time, Adopter agrees to indemnify and release PLFR from any and all liability or claims, including personal injury, associated with Adopter's possession of the above equine. After one year, PLFR will visit the equine and the Adopter, and provided all terms of this agreement have been met, majority ownership will then be transferred to the Adopter. PLFR will retain a lien on the Bill of Sale to ensure that the adopted equine is not sold, traded, or given away, and returns to PLFR if the Adopter is unable or no longer wants to care for said equine. \_\_\_\_\_ (initials)
4. **This agreement is not an agreement of sale, but is an agreement of possession only, with the possibility of ownership available only after the completion of the one-year probationary period, if, and only if, PLFR determines that all portions of this contract have been satisfied.** \_\_\_\_\_ (initials)

5. Adopter understands and agrees that under no circumstances will an adopted equine be bred, sold, given away, assigned, or disposed of, or have any interest thereof transferred during the probationary period, and for the life of the equine upon receipt of the Bill of Sale. \_\_\_\_\_ (initials)
6. Adopter understands that under New Mexico law NMSA 1978 30-13-4 (1953), it is a misdemeanor to unlawfully dispose of an animal which a person has in his control on shares or under contract without the consent of the owner of such animal, and a felony under NMSA 1978 30-18-6 (1953) to transport stolen livestock. \_\_\_\_\_ (initials)
7. Adopter shall keep PLFR informed of all changes to name (both equine and Adopter), address, phone and status of said equine during the one-year probationary period. \_\_\_\_\_ (initials)
8. At any time and without notice, PLFR retains the right to inspect, at its discretion, any facility where the equine is kept during the probationary period. **If assigned agents of PLFR determine that abuse, neglect, poor handling, mismanagement, and/or any other violation of this Agreement exist, PLFR retains the unilateral right to repossess said equine immediately or at such time as is required by the circumstances.** Should PLFR fail to immediately repossess the equine upon such findings, such failure does not constitute waiver of its right to do so subsequently at any time during the probationary period. Adopter acknowledges and understands that under any circumstances, adoption/donation fee will not be refunded for repossessed or returned animals. **Should an attorney be needed to facilitate the repossession process, Adopter is liable for any and all attorney fees and court costs involved.**  
\_\_\_\_\_ (initials)
9. Adopter agrees that this Contract is governed by the regulations and laws of New Mexico. Adopter further agrees that should any dispute arise, all legal proceedings must be filed, mediated, arbitrated, heard, tried, and decided in New Mexico. \_\_\_\_\_ (initials)
10. **Should harm and/or death of said equine result from any act of omission, neglect, or otherwise preventable situation during this probationary period, Adopter may be liable for civil damages as well as criminal sanctions.** If reasonable medical intervention is necessary to save the life of said equine and the cost is prohibitive to the Adopter, PLFR shall be contacted immediately for available assistance. Should said equine die, Adopter shall notify PLFR within the day of death and, if requested, shall provide medical records and/or a statement signed by a veterinarian regarding the death. \_\_\_\_\_ (initials)
11. During the probationary period, **if requested** by PLFR, **Adopter shall supply PLFR with medical and farrier records/receipts showing proof of vaccinations, worming, dental work, farrier work, etc. for said equine.** \_\_\_\_\_ (initials)
12. Adopter shall provide all food, water, shelter, farrier and veterinary care as is stipulated in the *\*facility inspection checklist* to maintain good health and safety and to provide a quality environment free of abuse, neglect, poor handling or mismanagement. *\*Inspection checklist is attached to this contract.*  
\_\_\_\_\_ (initials)
13. Name, address, and phone number of Adopter's primary veterinarian and farrier:  
Veterinarian: \_\_\_\_\_  
Farrier: \_\_\_\_\_
14. Name, address, and phone number of boarding facility if applicable:

15. The Adopter understands that the adopted equine may have health limitations due to previous instances of abuse and neglect. PLFR hereby provides the Adopter with the health records of said equine that were known to PLFR at the time and/or after the time PLFR obtained possession as well as any specially required medications and nutritional needs of said equine. PLFR and the Adopter agree that PLFR makes these disclosures as a courtesy to the Adopter, and these disclosures are merely opinions. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health, or mental disposition of the adopted equine. PLFR is not liable and Adopter will hold harmless PLFR for any personal injuries including death to said equine or any person handling said equine, illness to said equine, and any future injuries and/or illnesses, pursuant to the New Mexico Equine Liability Act, NMSA 1978 §42-13-1 through §42-13-5 and any subsequent revisions.

\_\_\_\_\_ (initials)

16. Health history and health problems of adopted equine that are known to PLFR:

\_\_\_\_\_  
\_\_\_\_\_ (PLFR initials)

17. Required medications and supplements for adopted equine if applicable:

\_\_\_\_\_  
\_\_\_\_\_ (PLFR initials)

18. The Adopter understands that there may be limitations as to the type of riding appropriate for the adopted equine and agrees to ride said equine only in accordance with those limitations in order to prevent additional injuries to the equine or to the Adopter. \_\_\_\_\_ (initials)

19. Specific riding limitations of the adopted equine (if known): \_\_\_\_\_  
\_\_\_\_\_ (PLFR initials)

20. The Adopter has paid a non-refundable adoption donation of \$ \_\_\_\_\_  
( \_\_\_\_\_ dollars) to PLFR. This adoption donation must be paid in full before the adopted equine is removed from the PLFR premises unless a financial agreement otherwise has been agreed to by PLFR and attached to this contract. This donation may be tax deductible by the Adopter. The Adopter should consult his/her independent tax advisor to determine deductibility. In the event that the adopted equine is returned to PLFR for any reason, the Adopter understands and agrees that he or she will not receive any portion of the adoption donation fee back, regardless of the amount paid.  
\_\_\_\_\_ (initials)

21. **This agreement reflects that any individual in possession of the equine as of the date of this 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.** \_\_\_\_\_ (initials)

21. The Adopter agrees that by signing this contract, said Adopter has never been charged or convicted of animal abuse at any time in any state, including but not limited to New Mexico:

\_\_\_\_\_  
Adopter's signature

If, at any time, PLFR learns that the Adopter has any record of any kind relating to animal abuse in any state, possession and ownership will automatically revert back to PLFR, and PLFR may, without notice, repossess said equine.

22. Other instructions or agreements:

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Under penalty of perjury under the laws of the State of New Mexico, I testify that I am of **legal age (18)** and the statements and representations made in this contract are true and correct to the best of my knowledge.

**ADOPTER:**

Name (Print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Penny Lane Foal Rescue:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_