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Date: CLICK

Contract Number: CLICK	Adoption Fee: \$CLICK	Paid <input type="checkbox"/>
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ADOPTION AGREEMENT

Applicant Information

Last Name: CLICK
Address: CLICK
City: CLICK

First Name: CLICK

State: CLICK

Zip: CLICK

Horse Information

Registered Name: CLICK
Location: CLICK
Breed: CLICK

Barn Name: CLICK

Color: CLICK

Sex: CLICK

This agreement/contract is entered into on this day CLICK between Serenity Oaks Equine Sanctuary, a 501©3 nonprofit organization (hereinafter referred to as "SOES") and CLICK (hereinafter referred to as "Adopter").

The Adopter agrees, in accordance with the terms and conditions set forth in this Agreement, to adopt and care for the horse known as CLICK hereinafter referred to as, "Adopted Horse"). SOES agrees to transfer ownership of Adopted Horse to the Adopter subject to the conditions set forth in this agreement.

1. The Adopter understands that an adoption fee in the amount of \$CLICK shall be made payable to SOES and the fee is non-refundable.
2. The Adopter acknowledges that the Adoption Fee is not the true value of the Adopted Horse, and that a part of the consideration of this transaction is Adopter's providing humane conditions for the Adopted Horse in accordance with charitable purposes and pursuant to the "additional terms and conditions" that follow this agreement.
3. The Adopter agrees to pay for the cost of any prepurchase professional evaluations or veterinary exams contracted for by the Adopter. The Adopter agrees to pay the cost of transporting Adopted Horse to its new facility. The adoption fees are nonrefundable and must be paid in full on or before the day of delivery/pickup of Adopted Horse.

SOES REPRESENTATIVE INITIALS: _____

ADOPTER INITIALS: _____

4. The Adopter will, at his or her expense, care for Adopted Horse in a responsible and humane manner. SOES guidelines for care of Adopted Horse include, but are not limited to adequate shelter, feed, turnout, worming, farrier, veterinary, and dental care.
5. In consideration of the Adoption Fee and Adopters agreement to abide by the conditions of this Agreement, SOES shall relinquish possession of the Adopted Horse to the Adopter and Adopter shall accept the care, custody and control of the Adopted Horse subject to terms of this Agreement, which include a "Trial Period" of thirty (30) days; a "Probationary Period"; and a "Right of First Refusal".
6. Racing or Auction is Prohibited: 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. In addition, Adopter agrees **NOT** to allow Adopted Horse to race. **ENTRY OF THE ADOPTED HORSE TO RACE SHALL VOID THIS SALE AND ANY SUBSEQUENT SALES, AND OWNERSHIP AND ALL RIGHTS OF POSSESSION SHALL IMMEDIATELY REVERT BACK TO SOES.** The Adopted Horse may be removed from any premises by SOES without court order.
7. Breeding: Adopter agrees to **NOT** bred the Adopted horse for the duration of the horse's life for any purpose. If a mare foals while in the care of Adopter; Adopter will return the foal to SOES after weaning period or Adopt foal after weaning period. In the event Adopter fails to adhere to these guidelines and Adopted Horse becomes neglected or abused in the opinion of an independent professional, this agreement is void, and Adopted Horse will be immediately returned to **SOES at the expense of the Adopter.**
8. All known veterinary records will be provided to Adopter, who understands that Adopted Horse may need updated vaccinations, worming, dental, and farrier care.
9. Adopter understands that many of the conditions of Adopted Horse are not obvious, and SOES cannot know all the details of Adopted Horse's history. The responsibility for determining if Adopted Horse is fit for use by Adopter belongs solely to Adopter. Adopter acknowledges that Adopter has been advised by SOES to engage the services of a licensed veterinarian and an experienced horseperson **prior to adoption** to evaluate Adopted Horse. Adopter agrees to accept Adopted Horse as is and where is.
10. Adopter agrees to hereby indemnify and hold SOES and its officers, directors, and volunteers harmless from and against any and all claims, actions, damages, liability, and expense in connection with the loss of life, personal injury, and/or damage to property arising out of use or care of Adopted Horse
11. In the event the Adopter fails to comply with the terms of this Adoption Agreement, The SOES reserves the right to commence legal proceedings to recover the horse, and the undersigned shall be liable for all costs and expenses of SOES to recover the horse including damages which are assumed to be a minimum of \$5,000.00 plus attorney fees and all costs of legal action, including litigation that SOES may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional \$5,000 and costs are reasonable and just compensation in the event of Adopter's breach of contract under the circumstances of this transaction and in view of SOES's charitable purposes to provide for the humane care of horses. The compensation established is for a harm that is incapable or very difficult of accurate estimation at the time of signing this agreement. In the event of Adopter's noncompliance with any term of this Agreement, any conflict or claim arising out of or in relations to contract or breach thereof, shall be settle by finding and final arbitration (jurisdiction will be in Michigan).

SOES REPRESENTATIVE INITIALS: _____

ADOPTER INTIALS: _____

12. Trial Period: For a period of thirty (30) days following SOES 's signing of this Agreement ("Trial Period") if the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to SOES as follows:
- a. Notice of the intent to return the Adopted Horse must be received in writing by SOES within the Trial Period.
 - b. The Adopted Horse must be returned to SOES within seven (7) days of SOES notifying Adopter that a stall is open at a SOES facility.
 - c. If Adopter elects to return the Adopted Horse, Adopter shall arrange and pay for transporting the horse to SOES.
 - d. The Adopted Horse shall be returned in the condition it was received. Initials _____
 - e. If registered in the name of the Adopter, Adopter shall provide the properly executed assignment documentation to SOES at the time of the delivery of the Adopted Horse.
 - f. If Adopter complies with Section 5(a) through (e). SOES shall return the Adoption Fee to Adopter within fourteen (14) days of the Adopter delivering the Adopted Horse to SOES.
 - g. If Adopter returns the Adopted Horse but fails to comply with Section 5(a) through (e), the Adoption Fee shall not be returned to Adopter.
13. Probationary Period: For a period of twelve (12) months following SOES signing of this Agreement (the "Probationary Period"), SOES will retain an irrevocable and equitable ownership interest of the Adopted Horse and the following shall apply:
- a. SOES may, at its sole discretion, conduct random and unannounced visits to inspect the Adopted Horse and its environment.
 - b. If SOES in its sole discretion determines that Adopter is not in compliance with this Agreement or that the Adopted Horse is in an unsatisfactory condition or environment, SOES shall have the right, but not the obligation, to (i) terminate this Agreement; (ii) terminate all interest and rights of possession that Adopter or its assignees may have in the Adopted Horse; and (iii) take possession of the Adopted Horse as provided in Section (6Xc), below.
- If SOES reclaims possession of the Adopted Horse as provided in Section (6)(b), above, or Section 11, below, the following shall apply; (i) No court order shall be required for SOES to enter upon the facility in which the Adopted Horse is kept and to reclaim possession of the Adopted Horse; (ii) Adopter agrees to indemnify and release SOES from any and all liability or claims associated with any expenses (including by way of illustration, board, veterinary fees, farrier charges, transportation fees) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to SOES, (iii) Adopter further agrees to indemnify and release SOES from any and all liability or claims associated SOES 's exercising its rights to reclaim the Adopted Horse.(iv) Adopter shall not be entitled to the return of the Adoption Fee.
14. Right of First Refusal. If at any time of SOES's signing this Agreement the Adopter wishes to sell, lease, trade, give away or in any way change control of the Adopted Horse, SOES shall be offered a right of first refusal and the following terms shall apply:
- a. Should the adopter decide to re-home the equine, SOES must grant approval of any individual or organization intending to take possession of the equine for any reason prior to the equine being placed into the possession of such individual or organization, including being provided written notification of the name, address, and telephone number of any individual or organization intending to take possession of the equine for any reason.
 - b. Adopter will notify SOES in writing of (i) Adopter's intent; and (ii) provide SOES with proof of a bona fide offer. The Prospective Buyer and any Prospective Buyer in the future shall sign a Sale form stating that they will follow the original adoption contract.
 - c. SOES shall have the option to purchase the Adopted Horse back for the amount of the lesser of (a) the Adoption Fee; or (b) any bona fide offer.
 - d. SOES shall have thirty (30) days following receipt of notice to provide written notice to Adopter of its intent to exercise the option, or the option shall be presumed to be waived. SOES shall provide and pay for the transportation of the Adopted Horse if SOES exercises its option to purchase as provided herein.

SOES REPRESENTATIVE INITIALS: _____

ADOPTER INITIALS: _____

WAIVER OF LIABILITY:

By signing below, Adopter agrees that SOES, makes no representations or warranties concerning the horse including but not limited to the condition, health, temperament, soundness, or fitness for particular purpose. Adopter understands and agrees that SOES is not liable for any representations or misrepresentations concerning above-described horse. I, Adopter do hereby release SOES of and from any Liability arising from representations, misrepresentations, care, and handling of the horse offered. I further agree that the SOES is released of any mistakes and/or intentional acts of service providers and/or contractors such as livestock haulers, veterinarians, or handlers who may at any time be in the care, custody, and control of the Adopted horse I am acquiring.

REPORTING/INSPECTIONS:

Adopter will provide SOES a “written” updated in the third, sixth and twelfth months of the term of this Agreement and then twice a year after that. SOES reserves the right to do request an update or inspection at any time.

- 15. In the event of serious injury or death an update shall be given to SOES within seven (7) days of such event.
- 16. The update requires the following:
 - a. Full body shot photos, hooves etc.
 - b. Written progress and condition of Adopted horse, including training updates, handler/rider etc.
 - c. Current boarding facility information, including contact information.
 - d. Vet updates, visits etc.
 - e. Adopter allows SOES to publish pictures and progress reports on Adopted Horse in written and/or electronic form.

Print Name Adopter	Signature Adopter	Date
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Print Name SOES Representative	Signature SOES Representative	Date
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