



StirrUp Purpose
60575 Billadeau Road, Bend, Oregon 97702
www.stirruppurpose.org/
541-410-0164 or stirrup@stirruppurpose.org

HORSE REHOMING AGREEMENT

This Horse Rehoming Agreement is made and entered into as of the last date listed below, by and between StirrUp Purpose, a 501(c)(3) nonprofit organization, and _____ (hereinafter referred to as "Counterparty").

For valuable consideration as hereinafter described, the parties agree as follows:

I. REHOMED HORSE

Counterparty hereby takes full financial responsibility of the Rehomed Horse identified below in this section subject to all the terms and conditions of this Agreement.

REGISTERED NAME:

BARN NAME:

REGISTRATION NUMBER:

BREED:

SEX:

DATE OF BIRTH:

COLOR/MARKINGS:

COMMENTS/DISCLOSURE:

II. ADOPTION FEE, REPRESENTATIONS AND WARRANTIES

Counterparty understands that an adoption fee in the amount of \$_____ shall be made payable to StirrUp Purpose. Counterparty agrees to pay for the cost of any prepurchase professional evaluations or veterinary exams contracted for by the Counterparty. Counterparty agrees to pay the cost of transporting the Rehomed Horse to its new facility.

The adoption fee is non-refundable and must be paid in full on or before the day of delivery/pickup of the Rehomed Horse.

Commented [ER1]: Section to be removed if horse is care leased and being returned home

StirrUp Purpose makes no warranties whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The acquisition of the Rehomed Horse is subject to the terms and conditions of an “as is” sale. It is further noted that StirrUp Purpose, until the completion of this Agreement, is the sole owner of the Rehomed Horse and has authority to enter into this Agreement. There is no lien or encumbrance on the Rehomed Horse. Upon StirrUp Purpose’s receipt of the adoption fee, in full, StirrUp Purpose shall provide Counterparty with the Rehomed Horse’s registration papers, if any, and all other documents necessary to transfer registration of the Rehomed Horse to Counterparty.

III. STANDARD OF CARE

In caring for the Rehomed Horse, Counterparty shall exercise the degree of care, at a minimum, as set forth in the standards adopted by the Humane Society of the U.S. (<https://www.asPCA.org/pet-care/horse-care>) and shall include adequate shelter, feed, turnout, customary shoeing, worming, farrier, veterinary and dental care.

IV. BREEDING

Counterparty agrees not to breed the Rehomed Horse.

V. RESALE/REHOMING

Any individual or organization in possession of the Rehomed Horse as of the date of this Agreement and any time thereafter is bound to not sell the Rehomed Horse at auction for slaughter or allow the Rehomed Horse 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. Counterparty expressly agrees to these terms.

Counterparty shall NOT have the right to sell the Rehomed Horse to a third party EXCEPT under these conditions:

- i. Written Notice of a proposed sale is immediately provided to StirrUp Purpose which contains the terms and conditions of a bona-fide third party offer (“Offer”) and StirrUp Purpose shall have the right, but not the obligation, to purchase the Rehomed Horse at the same price as the Offer (“Right of First Refusal”).
- ii. StirrUp Purpose upon receiving the above notice declines its Right of First Refusal.
- iii. StirrUp Purpose MUST be provided in writing with the name, address

and phone number of the new owner within 14 days of a sale, assignment or transfer of the horse. The new owner MUST be provided a copy of this Agreement and must follow and accept sections III-V.

Commented [ER2]: To be adjusted to "II-IV" if current section II is removed in the event of a care lease

In the event the undersigned fails to comply with the terms of this Agreement, StirrUp Purpose reserves the right to commence legal proceedings to recover the horse, and the undersigned shall be liable for all costs including damages, inclusive of attorney's fees, in connection with such legal proceeding.

Commented [ER3]: To be modified if the horse is under care lease and not owned by SP.

VI. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict-of-laws principles. The Parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Deschutes County, Oregon for the resolution of any disputes arising under or relating to this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

Signed _____ By: _____ Date: _____

Counterparty

Print Name

Signed _____ By: _____ Date: _____

Representative of StirrUp Purpose

Print Name

REFERENCES

Name: _____ Phone: (____) ____ - _____

Comments: _____

Name: _____ Phone: (____) ____ - _____

Comments: _____

THOSE WHO WILL CARE FOR ANIMAL:

Farrier: _____ Phone: (____) ____ - _____

Equine Vet: _____ Phone: (____) ____ - _____

Address: _____