[YOUR LOGO AND/OR INFORMATION HERE]

**EQUINE BEING ADOPTED**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | ID #: | Brand (if applicable): |  |
| Type: |  |  |  |
| Color: |  |  |  |
| Trainer: |  |  |  |
| DFL Tag Number: |  |  |  |
| Planned date for Pick up: |  |  |  |
| Adoption Fee: $ |  |  |  |

Congratulations, and thank you for adopting! As you get to know your new equine, please feel free to reach out to us with any questions you may have. We are committed to helping to create a rewarding life-long experience! ABC Equine Rescue (the “ABC Equine”) is here to provide you with any support you may need to help this adoption be a success, and we hope that this is just the beginning of your relationship with ABC Equine. By signing below, you agree to the following:

1. You are adopting the animal described above (the “equine”), and ownership of this equine is being transferred from ABC Equine to you. You agree to take the equine into your possession in a timely manner agreed on by you and ABC Equine. If you do not take possession of the equine by the agreed-upon date, ABC Equine may adopt the equine to another person, and you will forfeit any payments previously made to ABC Equine in relation to the equine.
2. You agree to provide the equine with a good home and proper treatment and care, including appropriate shelter, food, water and medical attention and shall comply with all federal, state, and local laws and regulations related to the care of the equine. You further agree to provide the equine with safe and adequate shelter, turnout area, adequate and safe fencing, and appropriate and regular exercise.
3. As owner of the equine, you are responsible for all of his or her expenses, including but not limited to medical expenses, farrier expenses, and dental expenses.
4. You understand that ABC Equine receives animals from many sources, including stray animals, animals recovered from cruelty cases, and relinquishments from prior homes. While we at ABC Equine try our best to get to know the animals under our care and predict the way they will adjust to a new home under various circumstances, it is impossible to predict any animal’s behavior with certainty.
5. Under no circumstances shall you abandon the equine, breed the equine, or sell or transfer the equine for purposes of slaughter or breeding. Additionally, you shall not allow the equine to be used for purposes of vivisection or experimentation.
6. ABC Equine understands that not all adoptions may be successful through no fault of the person or equine. If you find that you may not be able to keep your equine, please contact ABC Equine. We will do our best to provide you with the support you need to keep you together with your equine. We always welcome back any equines that are adopted from us. If you decide to rehome your equine with a family member or friend, please notify us so we can continue to provide support to the equine.
7. You understand that ABC Equine will contact you from time to time to provide support, if needed, and to check on the progress of the equine. We encourage you to contact ABC Equine with any questions you may have or just to let us know how your equine is doing. We love to hear from our adopters!
8. If the equine is returned to ABC Equine for any reason within thirty (30) days following this adoption, ABC Equine will apply the amount of the adoption fee for the equine you are returning toward the adoption fee for any new equine that you may adopt within one year of returning this equine, provided that any such future adoptions are subject to approval by ABC Equine. In addition, if an equine passes away or is euthanized due to illness within fourteen days of the adoption, the adoption fee will be refunded if a letter from a licensed veterinarian is presented to ABC Equine. ABC Equine will mail refunds within eight weeks of the presentation of the letter.
9. ABC Equine does not guarantee the health of any animal and is not responsible for the medical needs of any animal.
10. ABC Equine, its past, present and future officers, directors, agents and employees shall not be held responsible for any defects and/or illness which the equine may have or may develop or for any damage or injury to any person or property that may be caused by the equine. You agree to release and indemnify and hold harmless ABC Equine, its past, present and future officers, directors, agents, and employees from and against any and all liability, claims, suits, actions, judgments, costs, fees, including reasonable attorneys’ fees and damages for any damage or injury to any person or property that may be caused by the animal and/or arising out of and/or in connection with the equine.
11. You agree that ABC Equine may use or authorize the use of any photographs or video of the equine in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

This agreement constitutes an offer of adoption by ABC Equine. Your signature on this agreement shall constitute your acceptance of the offer, and this agreement shall be binding on you and ABC Equine upon your signing this agreement. You represent that you are at least twenty-one years old.

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Adopter Date

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

Witness Date

*In the sample agreement, we included the components of an adoption contract that in our experience will position your equines and your organization for success. We also understand, however, that some organizations prefer to include additional provisions in their adoption agreements that provide an extra level of oversight and control in the adoption process. While we do not believe that these provisions contribute to a successful adoption process, we have nonetheless included sample provisions here for those groups that choose to include them.*

***On-Site Inspections***

You agree that a representative of ABC Equine may from time to time make inspections of the equine without notice to determine if all conditions of this Agreement are being complied with completely. During such inspections, an ABC Equine representative has the right to physically inspect, among other things, the equine’s location and the living conditions that you provide for the equine, and you shall surrender the equine to ABC Equine’s representative for return to ABC Equine if, in the sole discretion of the ABC Equine representative, he or she considers the conditions you provide for the equine to be unsatisfactory. You agree to keep ABC Equine informed of any address change.

***Records Request***

You are required to provide ABC Equine with veterinary medical records reflecting veterinary care that was provided to the equine within thirty (30) days of the equine being transported to your care. In addition, you must provide ABC Equine with veterinary records on at least an annual basis [for the next five years].

***Trial Period***

You agree to a trial period of [forty-five] days (the “trial period”) beginning on the date that the equine is transported to your location and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PLEASE NOTE DATE]. You may return the equine to ABC Equine at any time during the trial period, and you shall then be refunded the adoption fee. In addition, ownership of the equine shall remain with ABC Equine during the trial period, and ownership shall transfer to you automatically at the end of the trial period. You shall be responsible for any and all expenses for the equine during the trial period, including but not limited to transportation of the equine, veterinarian care, and farrier costs, and, except for the adoption fee as noted above, those expenses shall not be refunded even if the equine is returned during or at the end of the trial period.

***Right of First Refusal***

If you decide to sell or otherwise transfer the equine, you understand and agree that ABC Equine has an unconditional right of first refusal to purchase or otherwise receive the equine, and you and ABC Equine agree to negotiate the sale and or transfer of the equine in a reasonable manner. You agree to execute any necessary documents to effectuate such transfer or sale.

***Provision for Rare Cases When Male Equines Cannot Be Gelded Due to Health or Age***

\_\_\_\_\_ [Initial if applicable] APPLIES TO ADOPTERS ADOPTING MALE EQUINES ONLY: On very rare occasions, a male equine may not have been gelded prior to adoption due to age or medical concerns. You agree to have the equine gelded by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date], provided that there is no veterinary medical reason not to geld the equine. If there is a veterinary medical reason not to geld the equine, you shall provide ABC Equine with a written statement from a licensed veterinarian providing the reason that gelding could not be performed. You understand and agree that, as with all medical expenses, the cost of the surgery shall be your financial responsibility. In the event that you do not geld this equine by the date specified and you have not provided a statement from a licensed veterinarian, you shall immediately return the equine to ABC Equine upon request, and gelding shall be performed by ABC Equine directly or through a licensed veterinarian of ABC Equine’s choice. You agree that you shall bear the cost of such surgery.