



Adoption Contract

THIS AGREEMENT is made this ___ day of _____, 20____, by and between Horses At Heart, hereinafter referred to as "H@H" and _____, residing at _____ hereinafter referred to as "Adopter(s)".

IN CONSIDERATION of receipt of the horse named: _____ (color)_____ (age)_____ (gender)_____ (hereinafter "Horse"), and in further consideration of the donation of _____ (\$_____), THE UNDERSIGNED agree(s) to the following "Terms of Adoption" (and to any other Terms agreed to in the Adoption Application (attached) and the Adoption Policies (attached) dated _____, which is incorporated herein by reference):

1. RESERVATION OF RIGHTS: H@H, to protect both the Horse and H@H's reputation in the rescue field as a reputable organization, and to assist Adopter(s) in adapting the Horse to Adopter(s) home, reserves the right to monitor and follow this adoption. Adopter(s) agrees to provide regular updates including photos (minimum quarterly). Photos should be full-body shots, both sides, including feet. Adopter(s) agrees to submit to site visits to check in on the horse. These will be scheduled visits, although H@H reserves the right to perform unannounced drive-by check-ups if H@H has reason to suspect that the Horse is not being properly cared for. If the terms and conditions of this agreement are not upheld by the Adopter(s), and/or any misrepresentations have been made (including any prior to final adoption) to H@H by Adopter(s), H@H may terminate this agreement, and require return of the Horse to H@H. If Adopter(s) disputes termination of the contract, by his/her signature below, Adopter(s) agrees to surrender the Horse for a thorough examination by a veterinarian if requested by H@H for evaluation of Horse's care and condition. Additionally, if breach of contract is disputed, Adopter(s) further agrees to surrender Horse to H@H's possession and care, pending resolution of the dispute. Adopter(s) agrees to pay for necessary feed and medical care during the time H@H is caring for the Horse until resolution of the dispute by mediation, arbitration, or litigation as described below.

[_____initial]

2. CARE Adopter(s) will provide appropriate food, water, shelter, exercise, attention, training, protection and any medical care necessary for the Horse's welfare. The level of care for Adoption Horses will meet the highest standards in the equine industry and shall include, but not be limited to, the following:

- The Horse must have semi-annual shots Spring and Fall and are to include at a minimum: *West Nile, Rhino/Influenza, and Tetanus Toxoid.*
- The Horse must be de-wormed by paste bi-monthly rotating between types, unless otherwise noted by your vet.
- The Horse must have daily turnout of no less than 4 hours, unless there is dangerous weather.

- d) A veterinarian is to be called for any illness and any serious injury.
 - e) The Horse must be trimmed or shod by a qualified farrier every 7-10 weeks. The hooves are to be cleaned regularly.
 - f) The Horse must be offered no less than 15 gallons of fresh water each day, either in buckets or in regularly cleaned out water troughs. A stagnant pond or creek is not an acceptable primary source of water.
 - g) The Horse must receive the required daily feed allowance plus plenty of good quality grass or hay.
 - h) The Horse will have their teeth checked and floated if needed annually, at the minimum.
 - i) The Horse must have at least a 3-sided shed in the paddock to block wind and bad weather. A tent / canopy or lean-to is not acceptable. Variations in facility requirements depend on the Horse, the region and the predominant weather.
 - j) The Horse must have safe and acceptable fencing suitable for the Horse and horse's environment. Under no circumstances will a horse be kept in barbed wire fencing.
- [_____initial]

3. BREEDING: Under no circumstances may the Horse be bred. In the case of an accidental breeding, Adopter(s) agrees to notify H@H, and obtain veterinarian advice, at once. If a live foal results from any accidental breeding, Adopter(s) agrees to donate \$1,000 to H@H within 30 days of birth. This donation is in recognition of the foal's need for a home which in turn reduces the homes available for other horses in need of homes, and also as liquidated damages for harm done to H@H's reputation as a rescue organization. Forfeiture of the foal to H@H is required Five (5) months after date of birth. Proper veterinary care must be provided for the foal and H@H will be consulted with and advised during the 5 month period and will have the final say in all necessary care. Foal care expenses during the 5 month period will be the sole responsibility of the parent Horse's Adopter(s). All colts/stallions have been gelded.

[_____initial]

4. USE OF HORSE / TRAINING: Horse is to be used for pleasure or competition riding only, and may NOT be used for racing, rental and/or circus productions. Horse may not participate in the "Omak Stampede" or other "competitions" of a similar nature. Regardless of type of use, Adopter(s) agree not to work the horse beyond its physical limitations at any time. Adopter(s) acknowledge that H@H is available to answer questions on Horse's training and behavior throughout the life of the Horse. H@H. members will use their best judgment and experience in offering suggestions and/or referrals to professionals, but are limited by the information received and circumstances, nature and history of the Horse, make no warranties or guaranties, and have no liability for the suggestions and/or referrals offered.

[_____initial]

5. REFUND: If the Horse is returned within three (3) calendar days of adoption and the Horse is in as good or better mental and physical condition as on the date of adoption, there will be a conditional, pro-rata refund of the donation and reimbursement sum, subject to the discretion of H@H. There will be no refund for return of the Horse more than three (3) days after the date of adoption.

[_____initial]

6. RETURN OF HORSE / TRANSFER OF OWNERSHIP: If circumstances arise which prohibit Adopter(s) from keeping the Horse, Adopter(s) must contact H@H. Under no circumstances is a Horse to be sold, traded, leased, gifted, donated, loaned or transferred in any way without first receiving written permission from H@H. Return transportation of the Horse will be at Adopter(s)s expense.

[_____initial]

7. ATTORNEY FEES AND COSTS. If legal action (using Washington law) is needed to recover Horse or otherwise enforce the provisions of this agreement, Adopter(s) agrees to mediation and/ or arbitration, and/or agree(s) to personal jurisdiction in a Washington District or Superior Court venue of H@H's choice; and Adopter(s) further agree(s) to pay all court costs and reasonable attorney fees. [_____]initial]

8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. The undersigned Adopter(s) understand that H@H is a referral service and is not responsible for the accuracy of information received about temperament, habits, history or physical condition of Horses available for adoption. Adopter(s) understand H@H is in no way liable or responsible for any damage, accident or injury resulting from the actions of a Horse placed with Adopter(s) and **the undersigned** Adopter(s) do hereby release, discharge, hold harmless and agree to indemnify H@H, its agents, members, volunteers, Officers and Directors, and any other person, organization or corporation charged or chargeable with liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, actions of the Horse received by Adopter(s). [_____]initial]

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMNIFICATION AND ALL OTHER TERMS ABOVE.

Dated this _____ day of _____, 20____.

Applicant Signature

Applicant Signature

Print Name

Print Name

Address: _____

Phone: _____

City: _____

Cell/Other Phone: _____

State, Zip Code: _____

E-mail: _____

Signature of Horses At Heart Agent:

Print Name

Phone: _____

Cell/Other Phone: _____

E-mail Address: _____

Adoption Fee Received (amount): _____

Cash Check Other: _____