[YOUR NAME 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 horse, please feel free to reach out to us with any questions you may have. 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 [YOUR NAME] to you. You agree to take the equine into your possession in a timely manner agreed on by you and [YOUR NAME]. If you do not take possession of the equine by the agreed-upon date, [YOUR NAME] may adopt the equine to another person, and you will forfeit any payments previously made to [YOUR NAME] 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. You agree that [YOUR NAME] 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, [YOUR NAME] 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 back to [YOUR NAME] if, in the sole discretion of [YOUR NAME] considers the conditions you provide for the equine to be unsatisfactory. You agree to keep [YOUR NAME] informed of any address change.
4. 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.
5. We cannot predict the way the equine will adjust to a new home under various circumstances, as it is impossible to predict any animal’s behavior with certainty.
6. 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.
7. [YOUR NAME] understands that this adoption may not 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 [YOUR NAME] for first right of refusal. If you decide to sell or otherwise transfer the equine, you understand and agree that [YOUR NAME] has an unconditional right of first refusal to purchase or otherwise receive the equine, and you and [YOUR NAME] 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. If [YOUR NAME] is unable or unwilling to take the equine back, and you decide to rehome your equine, please notify [YOUR NAME] so we can continue to keep track of the equine.
8. You understand that [YOUR NAME] 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 u with any questions you may have or just to let us know how the equine is doing.
9. [YOUR NAME] does not guarantee the health of the equine and is not responsible for the medical needs of the equine.
10. [YOUR NAME] 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 [YOUR NAME] 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.

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

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Adopter Date

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

Witness Date