



ADOPTION AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 20____, between _____ (hereinafter known as Adopter) and CHANGING FATES EQUINE RESCUE OF DE, INC., INC. (hereinafter CHANGING FATES), is a legally binding agreement delineating the terms and conditions of the adoption of the horse currently known to all parties as _____, Breed _____, Gender _____, Approximate age _____, Color _____, Additional distinguishing marks and/or tattoos (if any) are:

Detailed description of said equine's physical condition at time of this agreement:
Scale (1-10 with 5 being ideal) = _____

Upon receipt of Adopter's signed agreement and covenant to provide all necessary care for said equine, CHANGING FATES hereby transfers custody of said equine to Adopter for the remainder of the equine's life or until such time as Adopter cannot or will not continue such care for said equine. In either of the latter instances, sole ownership and custody of said equine will automatically revert to CHANGING FATES and/or its agents and/or assigns. _____ **It is clearly understood and agreed that Adopter has no right to sell, transfer, lease, or convey possession and/or assumed ownership of said equine to any other individual or entity at any time for any reason.** Under NO circumstances should the equine be bred, used as a lesson horse, trail rides for hire and/or for any for-profit situation.

THIS AGREEMENT IS NOT an Agreement OF SALE, BUT IS AN AGREEMENT OF POSSESSION.

Adopter shall provide all food, water, shelter, farrier, dental and veterinary care as is necessary to maintain said equine in good health and safety and shall provide a quality environment free of abuse, neglect, poor handling and/or mismanagement for remainder of said equine's lifetime. Adopter must keep CHANGING FATES informed of all changes to name (both equine and Adopter), address, phone and status of said equine necessary to insure the protection of said equine and to enforce the provisions there of _____.

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CHANGING FATES retains the right to inspect any facility where said equine is kept at its discretion and without notice. If assigned agents of CHANGING FATES determine that abuse, neglect and/or unsafe conditions exist, they retain the unilateral right to repossess said equine immediately or at such time as may be required by the circumstances. Should CHANGING FATES fail to immediately repossess the subject equine upon findings of abuse, neglect and/or unsafe conditions, such failure does not constitute a waiver of its right to do subsequently. _____

Should harm and/or death of said equine result from any act of omission, neglect or otherwise preventable situation, Adopter shall be liable therefore. Adopter shall supply CHANGING FATES (upon request), no less than one time a year, with medical and farrier records/receipts showing proof of vaccinations, worming, dental work, farrier work, etc., for said equine. If reasonable medical intervention is necessary to save the life of said equine and the cost thereof is prohibitive to the Adopter, it is the Adopters responsibility to notify CHANGING FATES immediately. Adopter is to notify CHANGING FATES in any instance of severe medical problems and injuries of said equine. The Adopter is, under no circumstances, allowed to authorize any medical procedures within the first 60 days of possession of said equine, without the written consent of CHANGING FATES. _____

Name, address and phone number of Adopters primary veterinarian and farrier (if established):

Vet:

Farrier:

Adopter releases the right to CHANGING FATES to contact the primary veterinarian and farrier at any given time to obtain any and all records kept on said equine.

Adopter shall notify CHANGING FATES within 24 hours of said equines death, and must provide CHANGING FATES with a death certificate, fully explaining the cause of said equines death, and signed by veterinarian, to the offices of CHANGING FATES within 7 days of death.

The Adopter understands that said equine may have health limitations due to previous instances of abuse or neglect.

CHANGING FATES and the Adopter agree that CHANGING FATES makes the following disclosures as a courtesy to the Adopter and these disclosures are merely opinions. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health or mental disposition of said equine.

A. Known health problems of said equine:

B. Known required medications and supplements for said equine:

C. Known limitations as to said equine:

The Adopter understands that there may be limitations as to the type of riding appropriate for said equine. The Adopter agrees to ride said equine only in accordance with those limitations in order to ensure that there will be no additional injuries to said equine or injuries to the Adopter.

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Specific Riding Limitations of said equine:

Please list the name, address, and phone number of the boarding stable where said equine will be kept if he/she will not be kept at your residence:

Adopter releases the right to CHANGING FATES to contact the boarding facility for any information regarding the said equine.

The Adopter understands that a nonrefundable adoption donation of \$_____ (dollars) was paid to CHANGING FATES (Changing Fates Equine Rescue of DE, Inc., Inc.) by Adopter. This adoption donation must be paid in full before said equine is removed from CHANGING FATES premises, unless a financial agreement otherwise has been agreed to by CHANGING FATES. The Adopter is responsible for transportation of said equine.

Other instructions/agreements:

The foregoing is understood and agreed to by all parties as indicated by the signatures below. If the Adopter violates this agreement in any way, CHANGING FATES has the right to immediately remove said equine from the current place of residence, without notice and the Adopter will be liable for any legal charges and fees if CHANGING FATES so chooses to file. _____

Adopters Signature _____

Adopters Printed Name

Address

Home Phone

Cell Phone

Changing Fates Equine Rescue of DE, Inc., Representative

Signature _____

Printed Name