



EQUINE SURRENDER AGREEMENT

This is a legally-binding document for the irrevocable surrender of the above-described Equine for placement in an adoptive home by FSS (February Star Sanctuary). Please read this document carefully before signing. This contract is valid only upon the approval and signature of our Executive Director, Phyllis Smith.

I, as the undersigned, hereby irrevocably surrender and relinquish to February Star Sanctuary (“FSS”), a non-profit corporation, for placement or adoption the following equine (“the Equine”):

Name: _____

Breed: _____ Registration No. _____

(Please attach registration papers if applicable.)

Year of Birth: _____ Gender: _____

Reason(s) for surrendering the equine? _____

If the Equine is a mare, is there a possibility she could be pregnant? YES NO *(please circle)*

Any further information: _____

Identification (tattoos or brands): _____

Color and Markings: _____

Is the Equine rideable? YES NO *(please circle)* What discipline? _____

Has this Equine ever received any professional training? YES NO *(please circle)*

If so, what type of training and for how long?

Has this Equine ever injured anyone? YES NO *(please circle)* _____

If yes, please explain the circumstances: _____

Does this Equine have any habits that may create harm to other horses or people or cause damage to the facility or other property (e.g., kicks, bites, rears, bucks, cribs, etc.)?

If so, please explain the behavior: _____

Please list the dates of the Equine's last vaccinations, worming, hoof, and dental care:

E&W Encephalomyelitis	
Tetanus	
Rhino-Flu	
Rabies	
West Nile Virus	
Worming / Product	
Hoof Care	
Dental Care	

Please attach the most recent vaccinations records to this form. If the Equine has not been vaccinated in the current calendar year, please vaccinate the Equine before surrendering and provide copies of these records to FSS.

Has this Equine demonstrated symptoms of or been exposed to any contagious conditions within the last 45 days? YES NO (please circle).

If yes, please explain: _____

Does this Equine have a current Coggins? YES NO (please circle)

(Please attach the current Coggins test results)

Does this Equine have any medical conditions restricting its feed, bedding, turnout, or any other care or maintenance? (e.g., founder, EPM, allergies, etc.) YES NO (please circle)

If yes, please explain: _____

Is this Equine accustomed to pasture turnout? YES NO (please circle)

Can this Equine be turned-out in a herd? YES NO (please circle)

If yes, does the Equine act aggressively with any particular breed, gender, or age of other Equines in herd turnout? YES NO (please circle)

If yes, please explain: _____

Is this Equine accustomed to living in a stall? YES NO (please circle)

If no, please explain: _____

Does this Equine stand easily for the farrier? YES NO (please circle)

If no, please explain: _____

Does this Equine stand easily for the veterinarian? YES NO (please circle)

If no, please explain: _____

Does this Equine load on a trailer easily? YES NO (please circle)

If no, please explain: _____

REPRESENTATIONS AND WARRANTIES

I hereby represent and warrant to FSS that: (i) I am the sole owner of the Equine; (ii) I have the authority to surrender the Equine for adoption/placement; (iii) No other person or person's signature is required to initiate a valid transfer or ownership and registration papers on the Equine (if available); (iv) No other person or persons has any legal or equitable interest in the Equine; and (v) I understand and agree that FSS is relying on the information I provided in this Equine Surrender Agreement in agreeing to accept the Equine and I therefore represent and warrant that the information I provided herein is truthful and accurate to the best of my knowledge.

DELIVERY OF REGISTRATION

I agree to deliver to FSS a properly signed transfer of all registration papers, if available, for the Equine, **omitting the name of the transferee**, and agree to execute any additional documents FSS requests to transfer ownership to FSS or to an Adopter.

OTHER PERTINENT INFORMATION AND CONSENT FOR CONTACT

I also agree to provide FSS with all available information concerning the Equine that might assist with finding the Equine a future home. This information includes, but is not limited to, vaccination records, previous owner's identification, life events, and individual personality traits. I also understand FSS may contact previous owners, breeders, veterinarians, and farriers to obtain information to assist in placing the Equine in a suitable home. I agree to provide my consent and authorization for the release of information from any of the aforementioned parties to FSS and/or an Adopter upon request.

SURRENDER RIGHTS

By executing this document, I understand that I am giving up all right, title, interest, and possession of the Equine, regardless of the delivery or non-delivery of registration papers, to the Equine voluntarily and without coercion or threats of any kind and without reliance on any representations, guarantees, or warranties of any kind from anyone, whether verbal or written. I further understand that all future decisions regarding the care, treatment, and placement of the Equine will be at the sole discretion of FSS and I have no right of first refusal for the return of the Equine. I also understand that if the Equine is found to be unsuitable for placement for reasons determined by FSS and/or a licensed veterinarian that the Equine may either be retired at FSS or humanely euthanized. Lastly, I agree to hold FSS and all of its officers, directors, employees, contractors, and volunteers harmless from any claims of damage, injury, or acts of negligence or other wrongdoing arising from or relating to this surrender of the Equine.

MISCELLANEOUS PROVISIONS

- (a) Modifications. No change or modification of this Agreement shall be valid unless it is in writing and signed by FSS.
- (b) Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of this

Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

- (c) Entire Agreement. This Agreement constitutes the entire agreement for my surrender of the Equine supersedes any prior agreement or understandings by FSS.
- (d) Waiver. No waiver of any breach or condition of this Agreement by FSS shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.
- (e) Binding Effect. This Agreement and all the terms and provisions hereof shall be binding upon, and shall inure to the benefit of, myself as well as my heirs, beneficiaries, personal representatives, successors, agents and permitted assigns.
- (f) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and no way define, limit or extend the scope or intent of this Agreement or any provision hereof.
- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and I agree and consent to the jurisdiction of the State of Maryland for this purpose.

By signing below, I certify that I have read and understand the terms of this Agreement, understand and agree that have alternative options and alternative equine adoption facilities to choose from, and voluntarily agree to surrender and relinquish the Equine to FSS and be bound by all of the terms and conditions contained in this Agreement.

Date: _____

Signature: _____

Printed Name: _____

Address: _____

Contact Phone: _____

Email: _____