This Adoption Agreement (hereinafter "Agreement") is entered into on this date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Wiregrass Horse Rescue & Sanctuary, a Non-Profit Corporation located at, 106 Adris Place Dothan, AL and (adopter)

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Adopter address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adopter email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Adopter Phone)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adopted Animal:** The Adopter hereby agrees, pursuant to and in accordance with the terms and conditions as set forth in this Agreement, to adopt and provide care for that horse/pony known as \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_ Age

\_\_\_\_\_\_ Weight (taped)

which horse/pony is currently owned by Wiregrass Horse Rescue & Sanctuary

**Transfer of Possession of Adopted Animal:**

**A. Continuing Conditions** Wiregrass Horse Rescue & Sanctuary hereby agrees to transfer possession of the Adopted Animal to the Adopter, subject to the continuing conditions set forth in this Agreement.

**B. Adoption Donation.** The Adopter understands that a non refundable adoption donation in the amount of \_\_\_\_\_\_\_\_\_ shall be made to Wiregrass Horse Rescue & Sanctuary. This adoption donation must be paid in full before the Adopted Animal is removed from Wiregrass Horse Rescue & Sanctuary premises, unless a financial agreement otherwise has been agreed to by Wiregrass Horse Rescue & Sanctuary and attached to this Agreement. The Adopter should consult his/her independent tax advisor to determine deductibility. We are a Non-Profit Corporation and a 501c3 Charitable Organization..

**C. Disclosure and Release Agreement**. The Adopter must execute this Disclosure and Release Agreement, prior to Wiregrass Horse Rescue & Sanctuary allowing the Adopter to remove the Adopted Animal from Wiregrass Horse Rescue & Sanctuary.

**THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT IS AN AGREEMENT OF POSSESSION. ACCORDINGLY, THIS AGREEMENT DOES NOT TRANSFER ANY TITLE TO OR OWNERSHIP INTEREST IN THE ADOPTED ANIMAL. THEREFORE, AT ALL TIMES, Wiregrass Horse Rescue & Sanctuary RETAINS OWNERSHIP RIGHTS IN AND TITLE TO THE ADOPTED ANIMAL.**

 transfer of ownership may be done after one year of adoption is completed if the horse is deemed safe and cared for in an appropriate manner by Wiregrass Horse Rescue & Sanctuary.

General Adopted Animal Care Requirements: The Adopter will, at his or her own expense, care for and maintain the Adopted Animal Upon written request by the Adopter to Wiregrass Horse Rescue & Sanctuary. Such required care and maintenance shall include, but shall not be limited to, the following: providing the Adopted Animal with adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items of supplements set forth in Section 4 below; safe and adequate shelter, which shall include at least a stall, run-in shed and turnout area; proper, adequate and regular exercise; adequate and appropriate training; appropriate hoof care no less often than every six to eight weeks; any required veterinary attention, including yearly vaccinations of Rabies, EWT, Rhino, Flu and any other diseases for which vaccines may be generally recommended in the State of Alabama from time to time (west nile virus is suggested); and treatment as preventative care against parasites such as de-worming no less often than every eight weeks.

Wiregrass Horse Rescue & Sanctuary may, at their sole discretion, require receipt of proof of any and all of the above required actions. Should the Adopter fail to provide to Wiregrass Horse Rescue & Sanctuary such proof within five business days after such request is made by Wiregrass Horse Rescue & Sanctuary, then the Adopter shall be considered in material breach of this Agreement, thereby rendering Wiregrass Horse Rescue & Sanctuary obligation to allow continued possession of the Adopted Animal null and void, and rendering this Agreement terminated in accordance with Section 8 hereto.

**Care Requirements Specific to the Adopted Animal:** The Adopter understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. Wiregrass Horse Rescue & Sanctuary hereby provides the Adopter with the health records of the Adopted Animal that were known to Wiregrass Horse Rescue & Sanctuary at and/or after the time Wiregrass Horse Rescue & Sanctuary obtained possession of the Adopted Animal, and the specially required medications and nutritional needs of the Adopted Animal. Wiregrass Horse Rescue & Sanctuary and the Adopter agree that Wiregrass Horse Rescue & Sanctuary 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 the Adopted Animal.

**Health History and Health Problems of Adopted Animal:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Required Medications and Supplements for Adopted Animal:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**C. Limitations as to Riding Adopted Animal**. The Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal. The Adopter agrees to ride the Adopted Animal only in accordance with those limitations in order to ensure that there will be no additional injuries to the Adopted Animal or injuries to the Adopter.

**Specific Riding Limitations of Adopted Animal:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Location and Inspection of Adopted Animal:**

**A. Location of Adopted Animal**. The Adopter agrees to notify upon the execution of this Agreement of the exact location of the facilities where the Adopted Animal will be kept.

**B. Inspection of Adopted Animal.** The Adopter agrees that representatives of Wiregrass Horse Rescue & Sanctuary may make unannounced visits to the facility where the Adopted Animal is kept at any reasonable time to confirm that the Adopter is providing the care and maintenance pursuant to and in accordance with the terms of this Agreement. This is only done if the Adopted animals care is in question.

**C. Change in Location of Adopted Animal**. In the event that the Adopter should desire to move the Adopted Animal from the initial facilities of the Adopted Animal to a different facility after the Adopter assumes possession of the Adopted Animal, the Adopter agrees to notify Wiregrass Horse Rescue & Sanctuary at least 10 business days prior to the proposed move of the proposed new location of such new facilities of the Adopted Animal.

**D. Boarding of Adopted Animal**. In the event that the Adopter should desire to board the Adopted Animal at any facilities of Wiregrass Horse Rescue & Sanctuary, Adopter and Wiregrass Horse Rescue & Sanctuary shall enter into and execute the Horse Boarding Agreement attached hereto as Addendum I.

**E. Prohibition on Breeding**. The Adopter agrees that under no circumstances will the Adopted Animal be used for breeding purposes. If the horse is transferred as a stallion it must be gelded within a time frame agreed upon by a vet and or determined by the horses age and health.

**F. Death of Adopted Animal.** The Adopter agrees to notify Wiregrass Horse Rescue & Sanctuary immediately upon the death of the Adopted Animal, and to provide Wiregrass Horse Rescue & Sanctuary veterinary certification as to the cause of the Adopted Animal's death within 5 business days after such death.

**Termination of Agreement by Adopter:** If for any reason the adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately so notify Wiregrass Horse Rescue & Sanctuary and allow Wiregrass Horse Rescue & Sanctuary to retain possession of the Adopted Animal at the expense of the adopter. Under no circumstances shall the Adopter attempt to or purport to sell, trade, abandon, transfer or otherwise give the Adopted Animal away. Under no circumstances shall the Adopted Animal be sold. If after a year of adoption the adopter requests a transfer of ownership and it is granted by Wiregrass Horse Rescue & Sanctuary. Wiregrass Horse Rescue & Sanctuary will retain a right of first refusal should the horse be available for sale.

**Adopted Animal Medical Problems Arising After Transfer of Possession to Adopter:** The Adopter agrees to notify Wiregrass Horse Rescue & Sanctuary and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse/pony maintenance. The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise humanely destroyed without first consulting Wiregrass Horse Rescue & Sanctuary and a veterinarian.

**Remedies upon Breach:** Wiregrass Horse Rescue & Sanctuary reserves the right of Repossession of Adopted Animal. In the event that Wiregrass Horse Rescue & Sanctuary determines that the Adopter is in breach of any term of this Agreement, or becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal or the Adopted Animal, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, Wiregrass Horse Rescue & Sanctuary may enter onto the premises and into the facilities where the Adopted Animal is being kept and may retake possession of the Adopted Animal. In the event this Agreement is rendered null and void by the Adopter's breach of any term of this Agreement, the Adopter shall not be entitled to any reimbursement of any funds whatsoever directly or indirectly related to the Adopter's possession of the Adopted Animal.

**A. Liquidated Damages**. In the event that the Adopter breaches any term of this Agreement and renders this Agreement null and void, and in addition to the repossession rights set forth in the immediately preceding paragraph, the Adopter agrees to pay to Wiregrass Horse Rescue & Sanctuary the sum of One Hundred and 00/100 Dollars ($100.00) as liquidated damages used to reimburse for the cost of transportation for the horse to return to the rescue.

**B. Attorney's Fees and Court Costs**. Adopter agrees to pay any and all reasonable attorney's fees and any and all court costs of Wiregrass Horse Rescue & Sanctuary in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of Wiregrass Horse Rescue & Sanctuary rights and remedies under this Agreement.

**Choice of Law:** This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Alabama. The parties hereto shall also consent to jurisdiction of the courts of Alabama for all purposes and for any disputes arising hereunder.

**Modifications:**This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.

**Assignability:**The rights and obligations of this Agreement are not assignable by either party, except upon the written agreement of the parties hereto.

**Liability:** It is understood by the adopter that horses can be dangerous animals and that many unexpected things can happen while caring for horses. The adopter will not hold Wiregrass Horse Rescue & Sanctuary. Liable for any damage the horse may cause to the property the horse is kept at or any bodily harm that may happen while interacting with the horse to the adopter or any other person or persons handling the horse or horses as per this contract..

**Notices:**All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent registered or certified mail, return receipt requested, properly addressed and postage prepaid as follows:

Wiregrass Horse Rescue & Sanctuary 106 Adris Place Dothan, AL 36303

* 1. if to Adopter (name and address)
	\_\_\_\_Same as above Page 1 \_\_\_\_\_\_\_\_

1. **Entire Agreement; Modifications:** This Agreement and any Exhibits, attachments or Addenda represents the entire agreement of the parties relating to the adoption of the herein referenced animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

**This agreement is accepted by**

Wiregrass Horse Rescue & Sanctuary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Authorized Signature)

and ***Adopter***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(Authorized Signature)

Congratulations on your new adoption! Please call us with any questions or from our adopters to keep up to date with the lives of our horses. Thank you for your kindness.

Lori Woodham***, President/Founder***