



ADOPTION AGREEMENT

This contract is entered into this day _____, 20____, between Triple R Horse Rescue (“Triple R”), a 501(c)3 nonprofit organization and _____ (“Adopter”).

The Adopter agrees to the terms and conditions set forth in this agreement, to adopt and care for the equine known as:

NAME: _____ **BREED:** _____

SEX: M G F C **Age/DOB:** _____

Description: _____

The following terms and conditions apply:

1. OWNERSHIP AND FEES:

- a. Adopter shall pay to Triple R an adoption fee of \$_____ for the above-described equine (“Equine”). This fee helps offset rescue, transportation and care and is non-refundable. It is due to and payable upon approval of adoption. The Equine has to be returned in the same condition as when the Equine left Triple R. Adopter agrees and understands that Triple R shall make the sole determination as to whether the Equine is in the same condition as when it left Triple R.
- b. Adopter understands that Triple R will retain title and/or ownership papers of the Equine for six months, at which time a final inspection will take place, and the ownership papers will be released to adopter.
- c. Adopter agrees that Triple R will be given the first right of refusal to reacquire the Equine if for any reason the Adopter wants to transfer, give or sell the Equine, or can no longer care for the Equine without the encumbrance of any lien, including a feed lien.
- d. Adopter agrees not to sell, lease, loan, give away, trade or transfer ownership of the Equine to any person or place without prior written consent of Triple R. Triple R may exercise first right of refusal or transfer this Adoption Agreement to a new owner.

2. GENERAL CARE REQUIREMENTS:

- a. Adopter will, at his or her expense, care for the Equine in a responsible and humane manner, including adequate and proper quantities of wholesome feed and fresh water.
- b. Adopter will provide safe and adequate shelter.
- c. Adopter will provide appropriate hoof care.
- d. Adopter will provide any required veterinary attention, including dental and yearly vaccinations for Rabies, EWT, and West Nile, as well as appropriate care against parasites.
- e. Adopter understands that all health and behavioral conditions of the Equine may not be obvious and Triple R cannot know all of the details of the Equine's history. Adopter understands that Triple R makes no warranties, expressed or implied, that extend beyond the description of the Equine in this Agreement. Adopter is advised to consult a licensed veterinarian and trainer to evaluate the Equine.

3. USE OF EQUINE:

- a. Adopter agrees that the Equine is to be used for personal recreational activities.
- b. Adopter understands there may be limitations as to the type of riding appropriate for the Equine. Adopter agrees to ride the Equine only in accordance with those limitations in order to ensure that there will be no additional injuries to the Equine or injuries to the Adopter. Limitations to the Equine:

_____.

- c. Adopter understands the Equine is **not to be bred or exposed to any stallion or stud equine.**

4. HEALTH AND DEATH OF THE EQUINE:

- a. Adopter agrees to notify Triple R and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incidental to regular equine maintenance.
- b. Adopter agrees that except under extreme circumstances, if the Equine is sick or injured, the Equine will not be euthanized without first consulting Triple R.
- c. Adopter shall only euthanize the Equine as an act of mercy and under the attention of a licensed veterinarian, in which case Triple R must be immediately notified.
- d. Adopter agrees to notify Triple R Horse Rescue immediately upon the death of the Equine.

5. LOCATION AND INSPECTION OF THE EQUINE:

- a. Adopter will be keeping the Equine at the following location: _____

and shall notify Triple R in writing within ten(10) days of its new location in the event the Equine is moved. Equines are to be kept within the state of Arizona unless prior written permission is granted by Triple R.

- b. Is this location your residence? _____ Do you own? _____ Rent? _____

- c. If this is a location other than your residence, what is the name of the facility?

i. Contact name and number for this facility: _____

- d. For the protection of the Equine, Triple R will transfer ownership to the Adopter with the assurances that all Triple R adoption policies will continually be met. During the first six months, Triple R will do periodic inspections with notification to the Adopter. At the end of the six months, a final inspection will take place. If at any time the adoption guidelines are not being met, the horse must be returned to Triple R without any reimbursements or compensation to the Adopter.
- e. Triple R has the right to inspect the Equine and Adopter's facility at any time while the Equine is under Adopter's care, to ensure the wellbeing of the Equine and that Adopter is adhering to Triple R adoption policies.

6. TERMINATION OR BREACH OF ADOPTION AGREEMENT:

- a. If Adopter can no longer care for the Equine, Triple R must be notified, and arrangements will be made for the return of the Equine. **No refunds apply.**
- b. **Adopter agrees under no circumstances will the Equine be sold or transferred to any slaughterhouse, auction, feed lot, animal dealer or person who sells animals to slaughterhouses. Should the Equine be sold or transferred to any of the above, the Equine will be considered stolen property, and all parties involved will be prosecuted to the full extent of the law.**
7. In the event that Adopter does not adhere to the terms of this agreement, either in full or in part, Triple R Horse Rescue shall consider such action(s) a breach of this contract. Adopter shall forfeit any and all rights, claims, adoption fees and monies of any kind in connection with the adoption and care of the Equine and voluntarily return the Equine to Triple R at Adopter's own expense. Adopter further agrees and is granting permission to Triple R that upon breach of the contract, Triple R shall have the right as owner/guardian of the Equine to reclaim it without court action by entering the boarding stable and/or personal property of the Adopter to pick up the Equine.
- a. If aforementioned breach requires legal action, the expenses incurred by Triple R reclaiming the Equine, as well as any legal fees, court costs and related charges shall be the responsibility of the Adopter. Adopter shall also be responsible for any rehabilitation costs, veterinarian fees, vaccinations, worming and related expenses incurred by Triple R that may be required to return the Equine to its original condition and fulfill requirements under the "General Care" section of this agreement. Each equine's life shall be valued at \$5,000.00 in the event of loss due to sale, transfer or liens, as well as death due to negligence, abuse or cruelty.
8. Adopter agrees to indemnify and hold Triple R and its officers, directors, and volunteers harmless from and against any and all claims, liability, and expense in connection with the loss of life, personal injury, and/or damage to property arising from the use or care of the Equine.

This Agreement supersedes any prior written or oral agreement.

Agreed and accepted on this _____ day of _____, 20_____.

Adopter

Signature _____
(Adopter)

Address: _____

Phone: _____ E-mail _____

Triple R Horse Rescue

Signature: _____

(Triple R Representative - President or Vice President)

Please remit original, signed copy, along with your Adoption Application and Agreement to:

Triple R Horse Rescue
P.O. Box 4925, Cave Creek, AZ 85327
(623) 234-0510 www.TripleRHorseRescue.com