

Horse/Pony/Mule/Donkey Adoption Agreement



This agreement made and entered into between _____,
hereinafter called "Animal Adopter" and the Omega Horse Rescue and Rehabilitation
Center, hereinafter called "Omega", covers the adoption of the following animal:

Name: _____ **Age:** _____ **Height:(taped)** _____

Breed: _____ **Sex:** _____ **Weight:(taped)** _____

Reg. No. or brands _____ **Color:** _____ **Markings:** _____

Animal Adopter Agrees That:

- 1. We promise that the adopted animal will always be treated with kindness, affection and respect and we agree to abide by all anti-cruelty laws of the state in which the animal will reside.**

- 2. We will provide a yearly photo of the animal as requested my Omega.**

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3. We will Provide to the Omega at the time of this contract is signed the name of the veterinarian who care for this animal. The Animal Adopted grants the Omega full access to any records on the care of this animal and the name and address of any subsequent veterinarian used for his/her care. In the event of death, the Omega requests a signed statement from the veterinarian as to the cause of death.

Veterinarian: _____ Phone: _____

4. We will feed, water, shelter, exercise and provide professional medical, dental and hoof care for the animal in a good and conscientious manner to fulfill this animal's needs.

5. We will provide one acre of pasture for each animal in our care. Any horse, and especially any pony, must be watched carefully on pasturage to avoid foundering.

6. We will provide a box stall for stabling this animal. A run in shed may be accepted with Omega prior approval. We will not use barbed wire fencing on any enclosure for this animal. All Electric fence and High Tensile fence must be marked or flagged for this animal to see.

7. A companion equine or goat must be available for a horse, pony or mule. The donkeys must be adopted in pairs.

8. We Will schedule the services of the veterinarian to administer a Coggins test, rabies shot and any other routine vaccinations, which may not be administered by any laymen. In addition the animal must receive equine encephalitis, tetnus and other shots necessary to provide a particular area (e.g.. potomac fever, botulism toxin). Wormers must be regularly administered.

9. We agree to the treatment of any illness or serious wound by a licensed Veterinarian. Including weight loss.

10. We will schedule the services of a farrier for hoof trimming and teeth floating, and any required specialist on an "as needed basis"

11. In addition we agree that if there is a problem or concern relating to the health of this animal we will notify Omega .

12. In addition, we agree that the following conditions for this particular animal will be maintained:

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13. We agree that this animal will NEVER be bred, either deliberately or accidentally.

14. We agree that this animal will NEVER be raced.

15. We agree that a representative of the Omega may make unannounced visits at any time to any location where the animal is located to verify care.

16. We agree that we will notify the Omega in writing or by telephone of the new address of this animal in the event that the adopted animal moves to a new location.

17. NO ANIMAL ACQUIRED FROM OMEGA MAY BE SOLD TO ANYONE UNDER ANY CONDITION OR UNDER ANY CIRCUMSTANCES. IT IS UNDERSTOOD AND AGREED THAT DOING SO WILL CONSTITUTE A BREACH OF THIS CONTRACT AND WILL SUBJECT THE ADOPTED TO THE PENALTIES FOR BREACH.

18. TRANSFERRING THE ANIMAL WITHOUT THE PRIOR WRITTEN CONSENT OF OMEGA WILL CONSTITUTE A BREACH OF THIS CONTRACT AND WILL SUBJECT THE ADOPTED TO THE PENALTIES FOR BREACH. ALL ANIMALS MUST BE RETURNED TO OMEGA IF IT IS NO LONGER WANTED BY THE ADOPTER.

19. PENALTIES FOR BREACH. In the event of a breach of any provision of this Agreement, adopter agrees to pay Omega Liquidated Damages in the amount of Two Thousand Dollars (\$2,000). The Liquidated Damage value is agreed to for the purpose of establishing the value and does not bar Omega from seeking return of the animals by a judicial process or any other means. Adopter agrees to pay reasonable attorney fees and court costs in the event this matter requires the services of any attorney for the Omega to enforce the terms and conditions of this contract.

20. We understand and agree that a breach of this agreement will also constitute a breach of any and all other adoption agreements between Adopter and Omega.

21. The Omega will not transfer any registration papers or titles to an Adopter. A copy of the Registration papers may be requested in order for the said animal to be shown at registered shows.

22. We agree to hold Omega free from all liability to any person(s) or damage to or loss of property, real or personal, caused by any reason whatsoever related to the adopted animal, effective immediately as of the time this contract is signed and forever after.

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23. We agree that we will not hold Omega responsible for the loss of the animal described above for any reason whatsoever.

OMEGA MAINTAINS THAT:

1. If the Omega becomes aware that the animal adopted is not being adequately cared for, or becomes aware of the breach of any of the provisions of this contract by the Animal Adopted, Omega maintains the right to immediately and without notice repossess the animal and maintains the right to enter whatever premises are necessary to effect such repossession.

2. If the Animal Adopter has other animal/s from Omega in his possession at the time of repossession of the animal in this contract, that animal or animals will be repossessed by the Omega.

3. The Omega will provide to the Adopter with any health records it has relating to the adopted animal, as well as to the kind and amount of feed the animal is presently receiving and any vaccinations and medications the animal is presently receiving.

4. The adopted animal includes no guarantees regarding soundness, temperament, rideability or general condition. Because the history of this animal is unknown, the Animal Adopted must assume that nothing can be taken for granted and that the behavior evidenced at the time of adoption (good or bad) may change dramatically as the animal adapts to a new home. Any statements made by Omega Horse Rescue are merely opinions and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition of the animal to be adopted.

The Animal Adopter's check for the tax deductible (Federal ID # _____) non-refundable fee of \$ _____ will accompany this signed contract.

This document constitutes the entire agreement made between the parties and there are no other agreements between them.

Signature of Animal Adopter: _____ Date _____
Social Security # _____

Signature of Animal Adopter: _____ Date _____
Social Security # _____

Signature of Omega: _____ Date _____