



PRIDE AND JOY RESCUE  
ADOPTION CONTRACT

This ADOPTION AGREEMENT (hereinafter referred to as "agreement") entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Adopter") and Pride and Joy Rescue ("Owner"). This is a multiple equine(s) adoption, meaning more than one adopted.

Agreement is made for the Equine(s) known as: \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Head: \_\_\_\_\_

Left Forelimb: \_\_\_\_\_

Left Hindlimb: \_\_\_\_\_

Forelimb: \_\_\_\_\_

Hindlimb: \_\_\_\_\_

---

---

Current vet: Darin Peterson – \_\_\_\_\_

Farrier: Hooves in Motion LLC – Last Farrier date \_\_\_\_\_

Vaccinations: \_\_\_\_\_

Dental: \_\_\_\_\_

Coggins: \_\_\_\_\_

Worming: \_\_\_\_\_

**Additional Information:**

Adoption Fee: \$ \_\_\_\_\_ and a \$ \_\_\_\_\_ non – Refundable deposit that is applied to Adoption Fee.

Emotionally bonded agreement: \_\_\_\_\_

---

WHEREAS, Owner in a non-profit 501(c)3 entity that provides care, rehab, training and adoption services for equine(s) that have been abandoned, surrendered, slaughter pipeline, auctions or seized by law enforcement.

WHEREAS, Adopter has applied for and been approved to adopt Daryl and Penny (equine(s), emotionally bonded pair) through Owner.

WHEREAS, adoption shall not be interpreted as ownership of the equine(s), unless released by Owner. Adoption means, for the purpose of this contract, to assume care of the equine(s) with contingencies set forth in this agreement document.

NOW, THEREFORE, the parties agree to the following:

**ADOPTION TERMS AND CONDITIONS:**

1. This Agreement shall remain in effect from the Effective Date until either; Owner can't care for equine(s) (in which equine(s) will return to Owner), Death of Equine(s) (verified by vet), or Death or Adopter (in which equine(s) will return to Owner).
2. Owner must be notified within 24 hours of equine(s) death and provided with certificate of statement from a certified vet.
3. All fees and expenses, including adoption fees and expenses and those incurred as a result of repossession, including any legal fees, are **non- refundable** and the Owner is not liable for reimbursement, subject only to exceptions noted in this agreement.
4. Adopter acknowledges that continued possession of said equine(s) is contingent upon Adopter fulfilling all obligations, terms, and conditions pursuant to the signed Adoption Agreement for said equine(s), and any breach of the Adoption Agreement requires the immediate return of said equine(s) to Owner.
5. Adopter understands and agrees that equine(s) adopted under the Owner Adoption Program

(the "Program") are intended to be cared for and placed with the Adopter for the remainder of the equine(s)'s natural life. If an adopter decides to end the adoption for reason other than verified health and financial concerns, equine(s) shall be returned to an Owner rescue location upon 14 calendar days' written notice from Adopter. If equine(s) is returned in unstable condition, poor health, without vet, shots, and or farrier care or any other manner not natural, there can /may be a fee assessed to Adopter, this decision is up to the Owner to make. The amount will be based on the condition of the equine(s) and provided in writing to the Adoption, payable with 14 calendar days. Court action will be taken if not paid in full within the above 14 calendar days.

6. All equine(s) in Adopter's care adopted through the Program remain the sole property of the Owner for the life of the equine(s) unless the Owner releases the rights to the equine(s). Under no circumstances the adopters **shall not transfer, sell, give away, lease, negligent, abuse or cause any other person to have a claim** to have any partial or full ownership of any equine(s) adopted through Owner. If Adopter violates this provision, Adopter agrees to reimburse Owner for all legal fees, or any other fees associated with recovering the equine(s) in question, for the entire rehab of the equine(s) if needed and the fair market value of the equine(s), as determined by the Owner / Rescue. Adopter acknowledges that this sum will far exceed the small adoption fee paid toward the adoption of the equine(s) as of the effective date of this contract.
7. Adopter acknowledges an opportunity to inspect the equine(s), including the use of a qualified vet, paid for by adopter. Adopter acknowledges is satisfied with the equine(s)'s condition.
8. During the first twelve (12) months of the adoption, Adopter agrees to provide photos and updates to the Owner upon request by Owner or Representative of Owner. Adopter shall complete a vet screening which shall contain a verifiable statement of equine(s) condition the conclusion of the first twelve (12) months of adoption to confirm equine(s) is at a healthy weight, receiving proper vet care, proper farrier care and meets the minimum standards listed within this Agreement. In addition, Owner or Representative of Owner can inspect equine(s) with minimal to no notice during the first 12 months. After the first twelve (12) months, an update each year along with photos once a year is required.
9. Adopter shall comply with the Standard of Care contained herein. Owner may remove any Owner equine(s) from Adopter at any time, without notice, if Owner determines that the Adopter has failed to comply with the Standard of Care and thus endangering the life of the equine(s).
10. Adopter shall notify Owner in writing, if at any time during the life of the equine(s), Adopter, cannot continue to care for equine(s). Adopter shall transport the equine(s) at Adopter's expense, to an Owner rescue site. If Adopter cannot transport Adopter shall pay Owner to transport.
11. Adopter shall provide all necessary vet and farrier care to Owner equine(s) in Adopter's care. Owner shall not be responsible for any vet care, farrier care, feed costs or any expenses for the equine(s) until such a time the equine(s) are returned and depending on equine(s) condition fees may be assessed to Adopter.
12. Adopter shall comply in a timely manner with Owner requests for information about any adopted equine(s) in Adopter's care. Timely compliance and suitable conditions are required throughout the life of the equine(s) while in Adopter's care.
13. Equine(s) cannot be moved from the location specified in the adoption application, without

express permission from Owner 30 days before the move. In the event of an emergency, Adopter may move any Owner equine(s) to a place reasonably determined by Adopter to be safe, Adopter must notify Owner within 72 hours.

- 14.** Adopter shall only euthanize an Owner equine(s) for valid and verifiable medical reasons. If a medical determination is made that an Owner equine(s) must be euthanized, Adopter shall notify Owner immediately, when possible. In any event, Adopter shall notify Owner within twenty-four (24) hours of euthanasia and provide proof of humane euthanasia from Adopter's vet.
- 15.** Adopter agrees that while Adopter has possession of an Owner equine(s), Owner shall be allowed to enter Adopter's premises where the equine(s) is located to inspect the equine(s) and premises to verify compliance if Owner provides a twenty-four (24) hour notice to Adopter. Adopter acknowledges that failure to allow said inspection will result in equine(s) being brought back into rescue immediately and the adoption being permanently terminated. Owner will not be required to provide twenty-four (24) hours' notice if Owner has determined the equine(s)'s life may be in danger, or the care is so deficient the time frame could result in the harm of equine(s). Refusal to allow Owner to inspect the equine(s) and facility will result in immediate recovery by Owner of the equine(s).
- 16.** Adopter hereby agrees to assume any and all risks of injury, death or property damage whether those risks are known or unknown. Adopter agrees to forever release Owner, its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, from any and all actions, claims or demands that Adopter, Adopter's heirs, distributes, guardians, next of kin, spouse or legal representatives now have, or may in the future, for injury, illness, death or property damage related to said equine(s) adoption.
- 17.** Adopter further agrees to indemnify and hold Owner, including its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, harmless for any and all injuries, illnesses or other damages of any sort in any way related to said equine(s) adoption.
- 18.** If any part of this Agreement shall be held invalid or illegal for any reason, such invalidity or illegality shall not invalidate the whole release, but the remaining provisions of the Agreement shall continue to be valid and binding.
- 19.** Owner shall make every effort to disclose the history of the equine(s) to the best of its ability. Adopter acknowledges that the equine(s) in question are rescued in some capacity, and in most circumstances, Owner may have little to no knowledge about the equine(s)'s prior life, training, behavior, or temperament. Owner does not make professional assessments due to the unknown histories of the adoption equine(s). The adopter acknowledged that it was given opportunity to evaluate the equine(s) personally and to have the equine(s) evaluated or assessed by a third party prior to said adoption.
- 20.** In the event of the Adopter's death, permanent injuries or any such medical causes that render the Adopter unable to care for the equine(s) the estate / caretaker/ and or other and any guardian shall return the equine(s) to the Owner. No transfer or ownership of equine(s) shall occur under this Agreement. Further, Adopter acknowledges that equine(s) adopter through this program shall be excluded and will **not** become part of the Estate in any capacity.
- 21.** Ownership of Equine: Owner retains exclusive ownership of the adopted equine(s) for its entire natural life. The adopter acknowledges and agrees that ownership exclusively belongs to Owner. This clause can be reviewed after twelve (12) months, and the Owner can issue a certificate of ownership, with the understanding of a new contract. This will be rare and based

on inspections, care of equine(s), vet and farrier approval and recommendation based on their experiences.

- 22.** Consideration: Adopter shall have free use of the equine(s) (within confines of care established in this Agreement) in exchange for boarding and care of said equine for the duration of said equine(s) natural lifetime or until termination of this Agreement and return of said equine(s) to Owner, whichever, shall occur first; and upon the condition that the terms of this Agreement are adhered to by Adopter.
- 23.** This Agreement, and any disputes arising from the relationship between the parties to this Agreement, shall be governed by North Dakota law, excluding any laws that direct the application of another jurisdiction's laws.
- 24.** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the Owner shall be awarded its reason attorney fees, and costs and expenses incurred.
- 25.** This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- 26.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No parties have been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.
- 27.** If any term of provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. IF any provisions pr part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- 28.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 29.** Default.
  - (a) Right of removal. Upon material breach of this Agreement, Owner will immediately remove said equine(s) without incurring any responsibility or permissions to and from the Adopter.
  - (b) Right to collect fees and costs. This Agreement is terminated upon breach of any material term and the Owner has the right to collect all reasonable fees and costs, including but not limited to attorney fees, vet, farrier, transportation, court, or other expenses, from the breaching party.

**STANDARD OF CARE**

1. Equine(s) shall, always, have a clean, safe shelter (minimum of a three-sided shelter), sufficient hay, feed when needed, free choice water, mineral and salt access, routine farrier trims, access to vet care, routine worming/ vaccinations/ certificates, training, safe fence and pasture and sufficient room to exercise. Adopter shall not withhold any medical, or dental for any reason. Adopter shall always have an equine dentist, vet or farrier made available to the equine(s) if needed.
2. Equine(s) shall not be bred, left un-gelded, left untrained, beaten, or abused (charges will result if that is determined). Adopter shall always treat equine(s) with kindness. Adopter shall provide a copy of this contract to any boarding stable or vet / farrier that is used. If Adopter breaches this provision and breeds an Owner equine(s), Adopter shall forfeit the foal. Adopter shall return the foal and the adoptive equine(s) to the Owner. Owner has the right to collect all reasonable fees and costs, including but not limited to attorney fees, vet, farrier, transportation, court, or other expenses, from the breaching party.
3. Parties acknowledge that the equine is adopted "as is" and "with all faults".

**This contract must be signed, notarized, and delivered 10 BUSINESS DAYS PRIOR TO the day that an adoptive equine(s) is either delivered, or picked up. A \$200 deposit is required when this contract is received to place equine(s) on adoption pending status. This is payable via Paypal using Friends and Family option, cash, certified check, or money order.**

**NO CHECKS ACCEPTED.**

**\*\* UNTIL DEPOSIT AND COMPLETED PAPERWORK IS RECEIVED ALL EQUINES WILL REMAIN IN ADOPTABLE STATUS, NO HOLDS WILL BE GIVEN. \*\***

**ALL DEPOSITS ARE NON-REFUNDABLE BUT WILL GO TOWARDS THE ADOPTION COSTS.**

**ADOPTER: Please sign, print your name as well as date.**

**PRINT**

**DATE**

\_\_\_\_\_

Signed this day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_

**NORTH DAKOTA NOTARY ACKNOWLEDGEMENT**  
**(INDIVIDUAL)**

State of North Dakota        }

County of \_\_\_\_\_ }

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me personally appeared \_\_\_\_\_ [Name of Individual] known to me (or proved to me on the oath of \_\_\_\_\_) to be the person who is described in and who executed the within instrument, and acknowledged to me that that he/she/they executed the same.

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
Printed or typed name of Notarial Officer

\_\_\_\_\_  
Title of Office

My commission expires: \_\_\_\_\_

7  
Adoption Initials \_\_\_\_\_