



Adoption Contract

By THIS AGREEMENT made on,

Month Day, Year,

By and between **First & Last Name**, hereinafter referred to as the “Adopter” and Penny Parker, Executive Director of Horse Angel’s Rescue, hereinafter referred to as “HAR”. For valuable consideration as hereinafter described, the parties agree as follows;

DESCRIPTION OF ADOPTED HORSE – Adopter hereby adopts the horse identified below subject to all terms and conditions of this Agreement.

Name:

Color:

Breed:

Age:

Sex:

ADOPTER INFORMATION – Adopter hereby agrees to keep all information below up to date with HAR. Relocation of Adopted Horse must be in writing and agreed to by Penny Parker.

Name:

Home Address:

Cell phone:

Email address:

Barn address:

1. Adoption Fee - Adopter shall pay HAR a one-time “Adoption Fee” that is payable upon execution of this Agreement by both parties. Adopter agrees to pay HAR an adoption fee in the amount of **\$0,000** for Adopted Horse. The adoption fee is non-refundable. By initialing, you have read and agree to this statement _____.

2. Title, Liability & Risk of Loss – Title, Liability & Risk of Loss with respect to Adopted Horse, shall pass to the Adopter upon receiving physical possession of the Adopted Horse at the premises of HAR and upon accepting possession thereof, or through its transportation agent. Adopter does hereby indemnify and hold harmless HAR with respects to all claims whatsoever related to the Adopted Horse, including but not limited to, its reasonable attorney fees incurred in connection with the response to or defense of, any such claim. Adopter shall be solely responsible for transportation and costs thereof for removal of the Adopted Horse from HAR premises and for obtaining a valid health certificate prior to transport. HAR does offer transportation for a fee and arrangements can be discussed directly with Penny Parker.

3. Agreement – In exchange for HAR to place Adopted Horse with Adopter, Adopter agrees to comply with the terms of this Contract. Majority of the horses HAR has available for adoption are pulled from auction and slaughter pipeline. Their history is unknown, they are often malnourished, depressed, and frightened. Often, they need time to get settled in a new environment and trust again. HAR asks that all Adopters are committed to this and are willing to give 100% to this process. By initialing, you understand and agree _____.

4. Prohibited Acts – Adopter agrees that the Adopted Horse shall NOT be offered for sale at auction or be sold directly or indirectly for the purpose of slaughter. If Adopter can no longer keep the Adopted Horse for any reason, HAR will help to find a new and approved home. Adopter does NOT have the right to sell the Adopted Horse to a third party.

5. Care – Adopter shall exercise the degree of standard care, at a minimum, including customary farrier, worming, vaccination, and nutrition sufficient to maintain the Adopted Horse.

6. Limited Option to Void Agreement – It is agreed to that HAR shall have the right, for the duration that the Adopted Horse is in the care, custody, and control of the Adopter, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, for any neglect or abuse, whereupon all right, title, and interest in the Adopted Horse shall immediately revert to HAR. HAR may immediately take possession of Adopted Horse without further legal action and without further legal recourse by Adopter and with no refund of any Adoption Fee. Adopter agrees that HAR may exercise it's rights under this paragraph and Adopter shall be obligated to pay all costs incurred by HAR in enforcing this paragraph, including but not limited to, its reasonable attorney fees.

(i) HAR may, in its sole discretion, conduct random and unannounced visits to inspect the Adopted Horse and its environment.

(ii) If HAR, in its sole discretion, determines that Adopter is not in compliance with this Agreement or that the Adopted Horse is in an unsatisfactory condition or environment, HAR shall have the right to, but not the obligation, to (i) terminate this Agreement (ii) terminate all interest and rights of possession that Adopter or its assignees may have in the Adopted Horse (iii) take possession of the Adopted Horse. If HAR reclaims possession of the Adopted Horse, the following shall apply; (i) no court order shall be required for HAR to enter upon the facility in which the Adopted Horse is kept and to reclaim possession of the Adopted Horse; (i) Adopter agrees to indemnify, release and hold harmless HAR from any and all liability or claims associated with any expenses (including, without limitation; board, veterinary fees, farrier charges, transportation fees) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to HAR (iii) Adopter further agrees to indemnify, hold harmless and release HAR from any and all liability or claims associated with HAR's exercising its rights to reclaim the Adopted Horse (iv) Adopter shall not be entitled to the return of the Adoption Fee.

7. Warranties & Disclaimers – HAR hereby warrants and represents that it is the owner of the Adopted Horse and has full right and title thereto for the purposes of entering into the terms of this Agreement. HAR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE. OR ANY OTHER EVENT, COVENANT, CONDITION OR OCCURRENCE, INCLUDING WITHOUT LIMITATION, THE TEMPERMENT OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING, ALL OF SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. ADOPTER ACKNOWLEDGES THAT HAR MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

8. Law, Venue & Warning - This Agreement shall be governed and construed according to the laws of the Commonwealth of Pennsylvania, and venue for any action brought to enforce its terms shall be vested in Pennsylvania, to the jurisdiction and venue of which Court both parties hereby consent. This Agreement shall be binding upon the parties, their respective heirs, successors and assigns. The waiver of any provision hereof by HAR on any one occasion shall not affect a waiver of any provision hereof or of any provision of any other agreement to which HAR is a party. This Agreement is the entire Agreement and may be modified only in writing and this Agreement may be executed in counterparts, by fax, original or electronic signatures.

Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein and signed by Adopter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below;

Signature of Adopter:

X _____

Date _____

Signature of Executive Director, Penny Parker:
(This contract is hereby accepted on behalf of Horse Angel's Rescue)

X _____

Date _____