



EQUINE ADOPTION AGREEMENT

Adopter:

Name:	
Address:	
City, State, Zip:	
Home/Cell Phone:	
Work Phone:	
Employer:	
Employer Address:	
City, State, Zip:	

Horse Information:

Horse Name:	
Color:	
Gelding/Mare?:	
Intended Use:	

Equine Experience & Use:

Intended Use:	
Will horse be boarded?	YES NO, *IF YES ANSWER BELOW:
Name of Facility:	
Address:	
City, State, Zip:	
Facility Phone:	

Horse Living Arrangements if not boarded:

Total number of horses owned?	
Acreage available for horse?	

Barns, Stalls, Paddock Size?	
Type of fencing?	

Veterinarian Information:

Name:	
Phone Number:	
Other Animals:	

Farrier Information:

Name:	
Phone Number:	

EQUINE ADOPTION AGREEMENT & CONDITIONAL BILL OF SALE:

HAYES HORSE HAVEN, a 501C3 Non Profit further mentioned as (HHH) and Adopter enter into this Adoption Agreement and Conditional Bill of Sale (“Agreement”) and hereby agree as follows:

Adopter shall pay Hayes Horse Haven (HHH) a non-refundable Adoption Fee in the amount of:

Adopter acknowledges that the Adoption Fee is not the true value of the Adopted equine, and that part of the consideration of this transaction is the Adopter providing humane conditions for the Adopted equine in accordance with the charitable purposes of HHH and pursuant to the “Additional Terms & Conditions” that follow.

In consideration of the Adoption Fee and Adopters Agreement to abide by the conditions of this Agreement, HHH shall relinquish possession of the Adopted equine to the Adopter and Adopter shall accept care, custody and control of the Adopted equine subject to the terms of this Agreement; which includes a 'Probationary Period'.

ADDITIONAL TERMS & CONDITIONS

Amount due in the event of Violation of Agreement:

If Adopter fails to comply with any terms of this Agreement, Adopter agrees to pay HHH an additional fee of \$1500.00, including but not limited to, attorneys fees, legal fees, and any and court costs, including litigation, HHH may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional fees and or costs are reasonable and just compensation to HHH in the event of Adopter's breach of this Agreement and in the view of HHH's charitable purposes to provide for the humane care of all equines.

Initials: _____

Liability and Risk of Loss:

Upon Adopter taking possession of the Adopted equine the Adopter shall assume the risk of loss and liability of the Adopted equine and Adopter agrees to indemnify and release HHH from any and all liability of claims associated with Adopter's possession of the Adopted equine. Possession for this purpose shall be when the Adopted equine is loaded on the trailer that shall transport the Adopted equine from its current location to the Adopter's property or Adopter's chosen boarding facility.

Initials: _____

Boarding Facility: (This section only applies to Adopted Equine's being boarded).

Adopter shall provide HHH with a written memorandum also known as a Facility Agreement between Adopter and Adopter's Facility of choice, in advance of moving the Adopted equine to the facility with the following: Facility name, contact person, address, phone number; acknowledgment that the facility is aware of this Agreement and its conditions, including; that any claim or lien that the facility may have by agreement or operation of law is subordinate to the rights and interests of HHH including the right to repossess the Adopted equine, that HHH has rights to inspect Adopted equine, and that the Adopter is able to provide the care and conditions for the Adopted equine as required by this Agreement. If Adopter fails to provide the Facility Agreement to HHH, Adopter agrees that any boarding facility having possession of the Adopted equine shall accept a copy of this Agreement as evidence of the Adopters express authorization for HHH to inspect Adopted equine.

Initials: _____

Transportation of Adopted Equine:

Adopter shall arrange and pay for the transport of the Adopted equine. Adopter shall have the Adopted equine transported no later than 48 hours after all parties (HHH and Adopter) have signed this Agreement. If Adopter has opted for HHH to transport the Adopted equine, HHH charges \$2.00 (two dollars) a mile to transport the Adopted equine within 50 miles. HHH cannot transport any Adopted equine over 50 radius miles from HHH's location. In the event, Adopter requires transport over 50 miles from HHH's location, Adopter will have to arrange commercial transport of the Adopted equine.

Initials: _____

Pick-Up Date of Adopted Equine:

Adopter shall arrange to pick up the Adopted equine within 48 hours of all parties (HHH and Adopter) signing this Agreement. In the event Adopter cannot arrange to pick up the Adopted equine within 48 hours, Adopter agrees to pay HHH an additional, fee of \$10.00 (ten dollars) a day to continue feeding and caring for the Adopted Equine. The total will be due immediately on the day Adopter is to be picking up the Adopted equine.

Initials: _____

Probationary Period:

For a period of twelve (12) months following HHH's signing of this Agreement, HHH will retain an irrevocable and equitable ownership interest of the Adopted equine and the following shall apply:

1. HHH may conduct random and unannounced visits to inspect the Adopted equine and its environment.
2. Adopter must continue to care for the Adopted equine as per the Standard of Equine care.
3. In the event, equine is discovered to be malnourished, abused, neglected, abandoned, or in any shape and or condition that doesn't meet the Standards of Equine care, HHH has the right to repossess the Adopted equine.
4. Adopter may not sell, lease, move, or transfer Adopted equine, during the 'Probationary Period'.
5. Adopter must keep HHH updated on a quarterly basis; (every three (3) months, including but not limited to any and all veterinarian visits, farrier visits, and any other specialty and or medical visits Adopted equine may need.
6. Adopter understands and agrees that HHH wants what is best for the Adopted equine, and therefore it is imperative that Adopter keeps HHH updated for the next twelve (12) months.

Initials: _____

Reporting and Inspections:

1. Adopter agrees to keep HHH updated every quarter (every 3 months) of the following but not limited to the status, condition, health, current body condition via photograph (emailed to hay@hayeshorsehaven.org or texted to 276-780-8384).
2. Adopter agrees to notify HHH within 24 hours of any health conditions of the Adopted equine.
3. Adopter agrees to provide HHH with copies, receipts, and or medical records of the Adopted equine within 7 days of a veterinarian visit.
4. Adopter shall give HHH fourteen (14) days prior notice of moving Adopted equine to another Facility, and or if Adopter is moving.
5. Adopter agrees to allow HHH authorization to communicate with the following but not limited to veterinarian, farrier, and or any other equine medical providers, providing care to the Adopted equine.

Initials: _____

Care of the Adopted equine:

1. Adopter shall provide and pay for proper training (if needed) and care of the Adopted equine including:
 1. Not commence transitional training for first week, allowing Adopted equine to get accustomed to his or her new surroundings, etc.
 2. If Adopted equine is recovering from an injury, Adopter will commence training only after Adopter's veterinarian consent.
 3. Proper training, food, water, hay, shelter including a stall no less than 10'X10'; or a 3 sided shelter/building/run in shed that is a minimum of 150 square feet per horse kept in the paddock or barn, pasture turnout of at-least 4 to 8 hours per day, safe fencing appropriate for equine.
 4. Yearly vaccinations, yearly Coggins, yearly teeth checks.
 5. Deworming every 12 weeks.
 6. Providing HHH access to all veterinary care documents of the adopted equine, within 7 to 14 days of standard care, within 24 hours in the even of an emergency event.
 7. Provide proper hoof care, with trimming to be done every six (6) to eight(8) weeks.
 8. Proper teeth care as recommended by the Adopter's veterinarian.
 9. Proper emergency veterinary care upon illness or injury of the Adopted equine.
 10. Adopter agrees that a copy of this Agreement is authorization for any veterinary to release information of the Adopted equine to HHH (Hayes Horse Haven).

Initials: _____

Printed Name of Adopter:

Breeding/Racing/Auction Prohibited:

1. The Adopted equine shall never during his or her lifetime be bred, raced, nor sold in an auction under any circumstances.
2. Entry of the Adopted horse to a race shall void this Agreement and any subsequent sales, and ownership and all rights of possession shall immediately revert back to HHH.
3. HHH has the right to repossess Adopted equine from any race, racetrack, auction without a court order.
4. Adopter authorizes HHH (Hayes Horse Haven) to present a copy of this Agreement to any Racing Secretary and the Racing Secretaries are authorized and directed to bar the Adopted equine from entering any race.

Initials: _____

Repossession of Adopted Equine:

1. A material violation of this Agreement is grounds for HHH to void this Agreement, ownership of the Adopted equine shall revert back to HHH, and the Adopted equine may be removed from any premises by HHH.
2. HHH shall give notice of its intent to exercise the option to repossess the Adopted equine in the event this Agreement is violated.
3. Adopter understands that HHH only wants what is in the best interest of the Adopted Equine.
4. Adopter agrees and understands that the following shall be deemed material violations:
 1. Failure to provide HHH with quarterly updates.
 2. Failure to provide daily care such as but not limited to: (Feed, water, hay, shelter).
 3. Failure to provide veterinarian care.
 4. Failure to de-worm every 12 weeks.
 5. Failure to provide proper hoof care and trims every six (6) to eight (8) weeks.
 6. Failure by registering the Adopted equine in a race and or auction.

Initials: _____

Condition & Temperament of Adopted Equine:

1. The Adopter accepts the Adopted equine in its current condition “as is” and in its current location “where is”.
2. HHH makes no representations as to the Adopted equine's behavior, temperament, soundness, or training.
3. The Adopter acknowledges that the Adopted equine could have been a former racehorse, and or may have recently finished a racing career.
4. The Adopter understands and acknowledges that being in the presence of an equine, and any and all equine activities involving equines may be inherently dangerous.
5. HHH makes no claims or warranties on the “ridingness” of any Adopted equine.

Initials: _____

Assumptions of the Risk of Equine Activity:

Adopter acknowledges and understands as well as assumes all of the risks inherent in equine activity, including, but not limited to, any of the following:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons in or around the equine.
2. The unpredictability of an equine;s reactions to sounds, sudden movement(s), unfamiliar objects, persons, or other animals.
3. Hazards, including but not limited to, surface or subsurface conditions.
4. A collision with another equine, another animal, a person, or an object.
5. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
6. The provisions of this paragraph shall survive this Agreement.

Initials: _____

Miscellaneous:

1. All terms, conditions, and obligations described within this Agreement shall be interpreted and governed by Virginia Law.
2. If any dispute arises regarding the performance of this Agreement, the parties expressly agree that only

the Courts located within Smyth County (Marion Virginia) will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.

3. The parties hereby waive any right to trial by jury in matters arising out of this Agreement, Hayes Horse Haven and Adopter hereby specifically acknowledges the aforesaid right to jury trial.
4. The individuals signing on behalf of each of the parties hereby represents that said individual has the authority to sign on behalf of and bind the respective party.
5. For purposes of this Agreement, and except as otherwise set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of HHH and the Adopter, and the parties respective representatives, successors and permitted assigns.
6. For purpose of this Agreement, and except as otherwise set forth in this Agreement, HHH shall include, without limitation, the individual signing on behalf of HHH and HHH's employees, agents, representatives, successors, or assigns aware of the terms of this Agreement and shall agree to be bound by the terms of this Agreement.
7. Adopter specifically acknowledges that this Agreement is a Conditional Lifetime Bill of Sale, and all requirements and restrictions contained herein, shall remain in effect for the Life of the Adopted equine.
8. Signatures to this instrument in counterparts are acceptable.
9. A copy, facsimile, email, electronic signature(s) or affirmations(s) by email or other internet communication shall be binding and enforceable.

Initials: _____

SIGNATURES

I have read this Agreement in it's entirety and understand it's contents.

Adopter's Signature

Date

Adopter's Printed Name (Full Name)

HAYES HORSE HAVEN

Christina Hayes
Founding Director for Hayes Horse Haven

Date