



Equine Adoption Agreement

Finally Home Horse Rescue, Inc.

21326 Woods Creek Rd, Monroe, WA 98272 (360) 862-5100

I, _____ (hereinafter referred to as "Adopter"), hereby acknowledge and agree that the following terms and conditions apply to my adoption of a horse from Finally Home Horse Rescue (hereinafter referred to as "FHHR"). I further acknowledge and agree that failure to comply with any of these terms and conditions herein will be considered a breach of this Equine Adoption Agreement (hereinafter referred to as the "Agreement"), in which case, FHHR will be entitled to pursue the remedies set forth below.

The Adopter agrees to adopt and care for the following horse (hereinafter referred to as the "Horse") in accordance with the terms and conditions set forth herein.

Horse's Name	_____		
		Sex	_____
Breed	_____	(Mare or Gelding)	_____
Registration No (if applicable)	_____	Age	_____
Registered Name (if applicable)	_____	Foaling Date (if applicable)	_____

AND WHEREAS the parties agree that this Agreement does not constitute an Agreement of Sale but is an agreement for possession only;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Transfer Possession to Adopter

1.1 Finally Home Horse Rescue agrees to transfer possession of the Horse to the Adopter subject to the conditions set forth in the agreement. The Adopter understands that an adoption fee of \$_____ shall be made payable to Finally Home Horse Rescue at the time of transfer. If the Horse is registered, the Adopter will be responsible for any transfer or administrative fees associated with updating the registration papers.

1.2 Upon receipt of the Adopter's signed agreement and covenant to provide all necessary care and for the Horse, FHHR hereby transfers possession of the Horse to the Adopter for the remainder of the Horse's life, or until such time as the Adopter cannot or will not continue to provide such care for the Horse. In either of such events, sole ownership and custody of the Horse shall automatically revert to FHHR and/or its agents or assigns.

1.3 The Adopter is solely responsible for making transportation arrangements and for paying all of the costs therefor to transfer the Horse from FHHR to the Adopter's possession.

1.4 The Adopter agrees to comply with the FHHR’s Equine Adoption Policy, provided as a separate document.

1.5 The Horse is to be used for pleasure or competition riding only, and may not be used in or for racing, rental, rodeo, and/or circus productions. The Horse may be put on a Full or Partial Lease as long as the lease is managed by the Adopter to ensure the Horse is being cared for appropriately.

1.6 Regardless of type of use, the Adopter agrees not to work the Horse beyond its physical limitations at any time.

2. Care and Shelter

2.1 The Adopter shall provide all food, water (with access to fresh water at all times), shelter, pasture area with stall, certified farrier, and licensed veterinary care as is necessary to maintain the Horse’s good health and safety. The Adopter shall provide an environment free of abuse, neglect, poor handling, and/or mismanagement for the remainder of the Horse’s lifetime. The Adopter shall keep FHHR informed of all changes to name (both Adopter and Horse), address and/or telephone number of the Adopter, and location and status of the Horse as such changes occur, so that FHHR can update its records in order to protect the well-being of the Horse and to enforce the provisions hereof.

2.2 FHHR retains the right to inspect any facility where the Horse is being stabled, at its discretion and without notice. If FHHR or its authorized agent determines that abuse or neglect exists, FHHR retains the unilateral right to retake possession of the Horse immediately or as soon as the circumstances allow. If FHHR fails to immediately retake possession of the Horse upon finding evidence of abuse and/or neglect, such failure does not constitute a waiver of its subsequent right to do so.

2.3 *(If the horse will be stabled at a different location than the Adopter’s address, complete this section.)* The name and address of the boarding stable where the Horse will be kept is as follows:

Stable Name	_____
Address	_____
Phone Number	_____
Fax Number	_____
Email Address	_____

The Adopter hereby authorizes FHHR to contact the boarding stable for any information regarding the Horse.

3. Medical Care and Health Records

3.1 The Adopter shall keep the Horse up to date on all annual and semi-annual vaccinations and other routine veterinary care, including worming, dental work, and hoof care. The Adopter is to notify FHHR in the event that the Horse develops any serious medical condition or sustains a serious injury.

3.2 The Adopter hereby authorizes FHHR to contact the primary veterinarian and the farrier at any given time and to access any and all records kept on the Horse.

Veterinarian Name _____
Address _____
Phone Number _____
Fax Number _____
Email Address _____

Farrier Name _____
Address _____
Phone Number _____
Fax Number _____
Email Address _____

3.3 The Adopter acknowledges that the Horse may have health problems due to previous instances of abuse or neglect. Attached hereto as Schedule “A” and made a part of this Agreement are FHHR’s health records for the Horse and details of any ailments or injuries that were known to FHHR on or after the time FHHR took possession of the Horse, including any required medicines or special medical or nutritional needs of the Horse. The Adopter understands that FHHR makes these disclosures as a courtesy to the Adopter, and these disclosures are to the best of FHHR’s knowledge. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health, or mental disposition of the Horse.

4. Site Visits

4.1 Prior to approval, a Site Visit will be conducted where the horse will be kept, to assure that all requirements listed herein are met.

4.2 If a horse needs to be moved to a new site after Adoption, regardless of reason, a new Site Visit and approval will be required prior to the move.

4.3 It is the Adopter’s responsibility to coordinate the Site Visit with FHHR and the new facility’s owner 30 days prior to the horse being moved to the new site.

5. Transfer Possession to new Adopter (Re-Sale)

5.1 The Adopter agrees that the Horse cannot be sold, traded, or given away without approval by FHHR. In the event the Adopter cannot keep the Horse, the Adopter is responsible for locating a suitable new home which meets with FHHR’s approval.

- The new owner must abide by FHHR’s rules of adoption.
- The Adopter must fully disclose history of horse, including behavior problems and/or injuries, to prospective owners.
- The Adopter must notify all prospective owners of the requirement for the new owner to sign an Adoption Agreement with FHHR, and FHHR’s requirement regarding follow-up visits.

- The new owner must agree to a site inspection, meet all requirements listed in this contract, and agree to all provisions herein, prior to transfer of ownership and transport of the Horse to a new location.
- FHHR reserves the right to require the surrender of the Horse, at the Adopter's expense, rather than transfer of ownership.
- FHHR will also assist in finding a suitable new home. If circumstances do not permit locating a new home, the Horse must be returned to FHHR.

If more than one Horse was adopted, and a return to FHHR is found to be necessary, all Horses adopted by the Adopter must be surrendered to FHHR and/or its agents or assigns.

6. Voluntary Return

6.1 In the event the Horse is returned to FHHR voluntarily by the Adopter, a thirty (30) day written notice must be given prior to such return in order to allow FHHR time to properly arrange for the Horse's arrival and stabling. The Adopter agrees to continue to care for the Horse and to pay all necessary costs for maintaining the Horse's health until the time of such return. The Adopter is solely responsible for making all transportation arrangements and for paying the costs thereof. At the time of return, the Adopter must provide proof that the Horse has had a current negative Coggins test (no less than 6 months prior to the date of return), and that the Horse is up to date on all vaccinations, worming, dental and hoof care. Should the Horse not be current on all of the foregoing requirements, the Adopter agrees to reimburse FHHR for all costs incurred in bringing the Horse back up to date on these requirements. The Horse cannot be returned to FHHR until all such costs are paid in full and all requirements are met.

6.2 If the Horse is voluntarily returned, Adopter becomes ineligible for future adoptions from FHHR.

6.3 If more than one Horse was adopted, and a return to FHHR is found to be necessary, all Horses adopted by the Adopter must be surrendered to FHHR and/or its agents or assigns

7. Death or Injury

7.1 Should the Horse suffer injury, illness or death as a result of any act or failure to act, neglect or otherwise preventable situation, the Adopter shall be solely liable therefor. If reasonable medical intervention is necessary to save the life of the Horse and the cost of such medical intervention is prohibitive to the Adopter, the Adopter shall immediately contact FHHR for a decision regarding the Horse's care.

7.2 The Adopter shall notify FHHR immediately of the Horse's death, and must provide FHHR with a death certificate explaining the cause of the Horse's death. Such certificate must be signed by a veterinarian, and forwarded to FHHR within ten (10) days of the death. The Adopter further acknowledges and agrees that the Horse shall only be euthanized under the attention and recommendation of the attending veterinarian or, in cases of emergency when a veterinarian is not reasonably available, as an act of mercy to relieve suffering.

8. Breeding

8.1 The Adopter agrees not to breed the Horse under any circumstances.

9. Additional Agreements

This Agreement is intended to be read and interpreted together with the FHHR Equine Adoption Policy attached hereto as a separate document. If there is a conflict between the terms of this Agreement and the Equine Adoption Policy, this Agreement shall govern.

9.1 The Adopter agrees and acknowledges that the Adopter is adopting the Horse AS IS and the Horse has been presented to the Adopter's satisfaction. The Adopter understands the Horse comes with no guarantees (including, without limitation, soundness and suitability for any purpose) and that the Adopter has the option of a pre-adoption exam at the Adopter's expense. The Adopter accepts full responsibility for his or her decision and the consequences that go along with such decision to adopt the Horse. This includes the possibility that the Adopter and/or third parties could be injured or even killed due to the inherent risks of equine activities.

9.2 If FHHR, in its sole discretion, finds the Adopter to be in breach of the terms and conditions of this Agreement, for any reason, including but not limited to, neglect, mental or physical abuse of the Horse, the Adopter agrees and acknowledges that an authorized representative of FHHR may enter onto the property described in the Adoption Application or any property where the horse is located and take immediate possession of the Horse. The Adopter further agrees and acknowledges that a breach of the terms and conditions of this Agreement shall result in a complete waiver and termination of any and all rights of use, ownership or possession that the Adopter may have in the Horse. Further, the Adopter agrees to sign a Transfer of Possession Agreement, transferring the Horse back to FHHR, as well as any paperwork associated with the transfer of breed registration papers.

9.3 Further, in the event that FHHR, in its sole discretion, finds the Adopter to be in breach of the terms and conditions of this Agreement, the Adopter agrees and acknowledges that FHHR reserves the right to commence legal proceedings to recover the Horse. In addition, the Adopter agrees that FHHR has the express right to injunctive relief for breach of the Agreement without the need to post bond.

9.4 This Agreement shall be governed by and construed under the prevailing law of the State of Washington and venue for any action between the parties related in any way to this Agreement or related in any way to the Horse shall be brought in the state or federal courts of Washington. By signing this Agreement, the Adopter consents to jurisdiction and venue in these courts.

9.5 In the event that the Horse is seized or recovered by FHHR due to the Adopter's breach of the terms and conditions of the Agreement, and upon return to FHHR, the Horse is determined to be in a debilitated or unhealthy condition, the Adopter shall be responsible for all costs incurred to return the Horse to a healthy condition. The terms "debilitated" and "unhealthy condition" as used in this paragraph mean that the Horse's physical condition is worse than when it left FHHR and that said condition, in the opinion of an examining veterinarian, is attributable to the Adopter's failure to provide proper care and maintenance for the Horse consistent with generally recognized standards for equine health and maintenance and all other provisions of this Agreement. If the Horse is found to be abused or neglected, FHHR may prosecute to the fullest extent of the law following its recovery of the Horse. The Adopter acknowledges and agrees that the Adopter shall be liable to FHHR for all expenses related to said legal proceeding, including but not limited to attorneys' fees and costs.

9.6 If more than one horse has been adopted from FHHR, and the return of the Horse to FHHR is necessary, all Horses adopted from FHHR must be relinquished (no exceptions) at that time, and the above guidelines apply to each horse being returned. The Adopter is no longer eligible to adopt horses from FHHR.

10. Recovery of Costs

The Adopter agrees that in the event FHHR is required to take action to recover the Horse or to enforce the terms of this Agreement, the Adopter shall be liable for all reasonable costs incurred by FHHR with respect thereto, including but not limited to legal fees, costs of suit, veterinary services, rehabilitation, transportation, office and administrative costs.

11. Indemnification and Hold Harmless Agreement

The Adopter shall accept all responsibility for any lawsuit, claim, fine or lien arising from any action, directly or indirectly involving the Horse while it is in the Adopter’s care. The Adopter shall not bring, commence, institute, maintain, prosecute or voluntarily aid in any action at law, proceeding in equity, or any other proceeding in any judicial, administrative or other forum of any kind against FHHR, its employees, successors and assigns for any damages or injury caused to the Adopter or any third persons by the Horse once the Horse leaves FHHR’s property, including but not limited to damages or injuries caused by the fact that the Horse does not behave or perform in the manner the Adopter expected. Further, if any third person asserts a claim against FHHR, its employees, successors and assigns as a result of any conduct of the Horse after the Adopter has executed this Agreement, the Adopter hereby agrees to indemnify, defend and hold FHHR, its employees, successors and assigns harmless from, and in respect to, any such claims. Reasonable attorneys’ fees and all other expenses necessarily incurred by FHHR, its employees and agents are expressly understood to be within the scope of the Adopter’s obligations and undertakings pursuant to this Paragraph.

This Agreement, entered into on _____, between FHHR and the Adopter is binding for the lifetime of the Horse, as herein defined.

FINALLY HOME HORSE RESCUE:

THE ADOPTER:

Signature of FHHR Representative

Signature

Print Name and Designation

Print Name

Schedule “A”

Horse Name _____

Attachments	Notes
_____ Medical Records	_____
_____ Vaccination History	_____
_____ Farrier Records	_____
_____ Other:	_____
_____ Other:	_____

Known Medical Conditions & Physical Limitations

Additional Medical information attached

Current Diet & Feeding Schedule

Additional Feeding information attached

	AM Feed	PM Feed
Approximate Time	_____	_____
Hay	_____	_____
Grain	_____	_____
Supplements	_____	_____
Medications	_____	_____

Current Training Notes

Additional Training information attached

