



ADOPTION AGREEMENT

DATE: _____
 HORSE: _____ SEX: _____
 ADOPTER NAME: _____
 DESCRIPTION: _____

EMAIL ADDRESS: _____

Current Photograph attached.

This adoption agreement is made by and between Serenity Farm Horse Rescue, Inc. (hereinafter "SFHR") and the person signing below (hereinafter "Adopter"). The equine that is the subject of this adoption agreement shall be hereinafter referred to as "the Horse".

For valuable consideration as described herein, Adopter agrees to the following terms, conditions, and regulations:

1. **Adoption Fee:** The amount of \$_____ shall be payable in full to SFHR by Adopter upon completion of the adoption transaction.
2. **Title, Risk of Loss, and Liability:** Title, Risk of Loss, and Liability with respect to the Horse shall pass to the Adopter upon receiving titular possession of the Horse at the SFHR facility, and upon accepting physical possession thereof, or through its transportation agent. Adopter does hereby release SFHR, from any liability and agrees to hold harmless SFHR, its employees, agents, directors, trustees, and volunteers from any and all liability related to the horse, and any injury or cause of action related to the Horse. SFHR makes no guarantees about the soundness, abilities, temperament, or health of the horse from the time said Horse is released to the Adopter.
3. **Boarding of Horse:** Adopter shall provide SFHR a written statement describing where the Horse will reside. If the Horse is to be boarded at a commercial or private boarding facility that is not the Adopter's residence, Adopter shall provide a copy of Adopter's signed board agreement with said facility, including name, address, and contact information of facility Owner and barn manager. If Adopter intends to keep the Horse on Adopter's own property, Adopter shall provide a description of the property's equine-related facilities including shelter, turnout size and fencing, and other requirements available for the safe and healthy keeping of the Horse.



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4. **Standard of Care:** The Adopter agrees to exercise the standard of care minimally set forth in the standards adopted by the Humane Society of the United States (<https://www.humanesociety.org/resources/horse-care-guidelines>). Care shall include shoeing as required for the Horse's intended use as determined by a qualified farrier, regular worming and vaccinations, dental care and nutrition to maintain the Horse at a minimum score of 4 on the Henneke Scale. (<http://www.habitatforhorses.org/the-henneke-body-condition-scoring-system/>). If at any time during the Horse's life the Horse has received a score lower than 4 that is not due to an underlying medical condition, this agreement is null and void and ownership of the Horse shall revert back to SFHR.
5. **Trial Period:** The Adopter shall be granted a trial period of 10 days following physical possession of the Horse to determine its suitability. Should the Adopter find that the Horse is unsuitable for any reason, the Adopter shall return the Horse to SFHR as follows:
- Notice to return the Horse must be received in writing by SFHR within the 10-day trial period via the Horse Surrender Agreement Form.
 - If Adopter elects to return the Horse, Adopter shall be solely responsible for arranging and paying for transportation costs incurred by the return of the Horse.
 - The Horse must be returned in the same or better condition than it was received by Adopter including but not limited to weight, general health, vaccination/deworming and shoeing status.
 - If Adopter complies with items a, b and c, the Adoption Fee shall be returned less a processing fee of \$300.00. If Adopter fails to comply with items a, b and c, the Adoption Fee shall be forfeited by Adopter.
 - Under no circumstances shall the Horse be dropped off without prior consent of SFHR.
6. **24-Month Probationary Period for Reporting and Inspections:** The parties agree to a 24-month period of probation from the date of this agreement during which the following reporting and inspections shall be required:
- Within the first six months and at the one-year anniversary of adoption, SFHR will conduct a site visit to ascertain that the horse is being maintained properly.
 - Annually starting with the date of execution of this agreement, Adopter shall provide SFHR with a written update report which shall include:
 - The annual Veterinarian Update Form



- ii. A full body photograph of the Horse without a blanket or tack taken within 15 days of the report date.
 - iii. A narrative description of the Horse's progress and any other information requested by SFHR.
 - iv. Confirmation of Horse's current residence.
 - v. In the event of serious injury, illness or death, a complete signed veterinary report is due within 7 days of the event or diagnosis.
 - c. During the 24-month probationary period SFHR reserves the right to inspect the Horse at any time, at any location including but not limited to, any private stabling location.
7. **Limited Option of SFHR to Void Adoption Agreement:** It is agreed between SFHR and the Adopter that if the Adopter fails to comply with any of the conditions stated above, SFHR reserves the right, but not the obligation, to regain possession of the Horse in the event there is concern on part of SFHR as to the well-being of the Horse and to terminate the Adoption Agreement.
- a. SFHR may terminate all interest and rights of possession and Adopter or its assignees may have in the Horse and take possession of the Horse as provided below:
 - i. No court order shall be required for SFHR to enter upon the facility in which the Horse is kept and to reclaim possession of the Horse;
 - ii. Adopter agrees to indemnify, release, and hold harmless SFHR from all and any liability or claims associated with any expenses (including without limitation board, veterinary expenses, farrier fees) related to possession of the Horse up to the date that the Horse is returned to SFHR;
 - iii. Adopter agrees to indemnify, release and hold harmless SFHR from any and all liability or claims associated with SFHR's exercising its rights to reclaim the Horse;
 - iv. Adopter shall not be entitled to the return of the adoption fee.
8. **Prohibited Acts/Sale of Horse:** The Horse shall not be raced, trained to race, bred, used as a school horse in a lesson program, given away or disposed nor be transferred to any other party without written consent of SFHR. Should a life-threatening issue arise, Adopted Horse shall be humanely euthanized by a licensed veterinarian. Adopter shall NOT have the right to sell the Horse to another party except under these conditions:
- a. The 24-month probationary period has expired.



- b. All updates required during the 24-month probationary period have been confirmed as received by SFHR.
- c. Written notice of the proposed sale has been submitted to SFHR detailing the terms and conditions of the proposed sale including the Buyer's name and contact information.

SFHR shall have the right, but not the obligation, to purchase the Horse at the same price as the proposed Buyer ("Right of First Refusal"). In the event the Horse is to be purchased by SFHR, SFHR assumes responsibility for transporting the Horse to the SFHR facility. The transfer of the Horse to SFHR shall be accompanied by proof of a current negative Coggins test which shall be the responsibility of the Adopter. If, upon receiving written notice of the Horse's proposed sale, SFHR declines its Right of First Refusal, any person or organization currently in possession of the Horse is bound to not sell the Horse at auction for slaughter or allow the Horse to be sold, transferred, released or otherwise placed in possession of any person or organization that could cause the Horse to be sold at auction for slaughter.

9. **Penalty:** Should Adopter fail to comply with the terms of this Agreement, Adopter shall be obligated to pay SFHR monetary damages to be determined based on the Horse's condition. (For example: Horse suffers an injury, the veterinary treatment fees become the basis for determining the amount of damages owed to SFHR.)
10. **Choice of Law, Venue and Warning:** This Agreement shall be governed and construed according to the laws of the State of Connecticut and venue for any action brought to enforce its terms shall be vested in the Litchfield County courts 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 SFHR on any one occasion shall not affect a waiver of any provision hereof, or of any provision of any other agreement to which SFHR 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.
11. **The Adopter understands that there are risks involved in riding, or participating in activities with or being around horses. The Adopter understands that horses are unpredictable by nature and in their behavior, and can unexpectedly kick, bite, rear up, strike out, run away from or over anyone or anything in their path. They have been known to move in ways that have been known to cause injury to themselves or others, including other horses who may or may not have riders. The Adopter also**



understands that horses can do any of these things, and many other things not specifically mentioned herein without apparent reason or warning. The Adopter also understands that due to their size, horses are powerful and inherently dangerous.

The Adopter further understands that any person riding or near a horse is always at risk and can suffer bodily injury or property damage, and Adopter agrees not to hold SFHR or its agents, employees, volunteers, or directors responsible for any injuries or damages sustained which have resulted in any way from the adopted Horse.

12. **Warranties and Disclaimers:** SFHR hereby warrants and represents that it is the owner of the Horse to be adopted under this Agreement and has full right and title thereto for purposes of entering into the terms of this Agreement. Adopter warrants and represents that all information contained in the Adoption Application is true, correct, and complete. SFHR makes no other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose of the Horse, or any other event, covenant condition, or occurrence including without limitation the temperament of 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 SFHR made no oral representations or warranties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below written by Serenity Farm Horse Rescue, Inc.

DATE: _____

Marie Schumacher (President, SFHR): _____

ADOPTER: _____ DATE: _____

PRINT NAME: _____

ADDRESS: _____ CITY: _____

STATE/ZIP: _____