

Horse Helpers of the High Country

Equine Adoption Contract

A 501(c)3 Non Profit Horse Rescue Organization
1199 Odes Wilson Rd.
Zionville, NC 28698
HorseHelpersNC@gmail.com / 828-297-1833

This Adoption Agreement (this "Agreement") is entered into this _ day of _____, 20__, by and between HORSE HELPERS, INC., a North Carolina non-profit corporation located at 1199 Odes Wilson Rd., Zionville, NC, 28698 ("HORSE HELPERS") and _____ (the "Adopter"), domiciled at _____ . For and in consideration of the rights, obligations and duties set forth, and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

1. Adopted Animal. Adopter agrees, pursuant to the terms and conditions of this Agreement, to adopt and provide care for that equine known as "_____" (the "Adopted Animal"), approximate age _____, sex _____, breed _____, color _____, markings _____ scars _____, tattoo(s) _____, approximate height (taped) _____, approximate weight (taped) _____ pounds, which Adopted Animal is currently owned by HORSE HELPERS. See Coggins Certificate issued for the Adopted Animal attached as Exhibit 1 for a visual illustration of the Adopted Animal and its markings and or tattoos.

2. Transfer of Possession of Adopted Animal. Continuing Conditions. HORSE HELPERS agrees to transfer possession of the Adopted Animal to Adopter, subject to the conditions set forth in this Agreement. THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT AN AGREEMENT OF POSSESSION. THIS AGREEMENT DOES NOT TRANSFER TITLE TO OR OWNERSHIP INTEREST IN THE ADOPTED ANIMAL. AT ALL TIMES, HORSE HELPERS RETAINS OWNERSHIP RIGHTS IN AND TITLE TO THE ADOPTED ANIMAL. Until such time as title to the Adopted Animal may be transferred to Adopter pursuant to Section 10, Adopter shall not abandon, sell, give away, lend, lease, sell for slaughter, remove from Adopter's personal supervision or control, or move the Adopted Animal from the approved Shelter Facility (defined below) except for emergencies, shows, trail rides, or other temporary situations. **ADOPTER'S INITIALS:** _____

3. Prohibited Uses. ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR BREEDING. **ADOPTER'S INITIALS:** _____

4. Adoption Donation. Concurrent with the signature of this Agreement, Adopter has paid a non-refundable adoption DONATION in the amount of \$_____ to HORSE HELPERS. Payment in full of the adoption donation is required before removal of the Adopted Animal from HORSE HELPERS' facility. This adoption donation may be tax deductible. Adopter should consult an independent tax advisor to determine deductibility.

5. Disclosure and Release. Adopter warrants and declares that Adopter is aware of the following in connection with his/her adoption of the Adopted Animal from HORSE HELPERS:

- (a) that animals are different from human beings in their responses to human actions;
- (b) that the actions of animals are often unpredictable;
- (c) that animals should be closely and carefully supervised when they are with or around children;
- (d) that the Adopted Animal's behavior may change after it leaves HORSE HELPERS' premises;
- (e) that animals in a new environment may act differently and Adopter will afford the Adopted Animal adequate time (at least 7 days) to acclimate before being ridden if the Adopted Animal is rideable;

(f) that any statements made by HORSE HELPERS regarding the Adopted Animal, either orally or within this Adoption Agreement, are merely opinions and are made or given solely as a courtesy to those considering adopting an animal, and in no way amount to claims, representations, or warranties as to the condition, soundness, fitness for a particular purpose, temperament, health, or mental disposition of the Adopted Animal or the suitability or safety of the Adopted Animal for Adopter's intended purposes;

(g) that Adopter releases, discharges, indemnifies, and holds harmless HORSE HELPERS from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Adopter and all third parties for injury or damage to all persons, property or thing whatsoever caused directly or indirectly by the Adopted Animal. **ADOPTER'S INITIALS AS TO SECTIONS 5a-5g:** _____

4. General Adopted Animal Care Requirements. Adopter will, at Adopter's sole risk, cost and expense, care for and maintain the Adopted Animal:

HORSE HELPERS will provide Adopter updated Care Guidelines as and when requested by Adopter. Required care and maintenance of the Adopted Animal shall include, but shall not be limited to, the following:

- (a) adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items or supplements described in Section 5;
- (b) Safe and adequate shelter, which shall include at least a stall or run-in shed; turnout area; adequate and safe fencing; proper, adequate and regular exercise;
- (c) appropriate hoof care no less often than every six to eight weeks;
- (d) required veterinary attention, including yearly vaccinations of Rabies, EWT, Rhino, Flu and any other diseases for which vaccines may be generally recommended;
- (e) regular treatment as preventative care against parasites such as de-worming.
- (f) HORSE HELPERS may, at its sole discretion, require receipt of documentation of any and all the above required actions. Should Adopter fail to provide HORSE HELPERS such documentation within five (5) business days after a request, Adopter shall be considered in material breach of this Agreement.

5. Care Requirements Specific to the Adopted Animal. HORSE HELPERS recommends that all adopters consider a pre-purchase exam by a veterinarian of their choice before finalizing this Agreement. Adopter specifically understands that the Adopted Animal may have health limitations due to previous abuse or neglect. Adopter warrants that Adopter has inspected the Adopted Animal and agrees to accept possession in the Adopted Animal's present "as is" condition. Adopter acknowledges receipt from HORSE HELPERS of the health records for the Adopted Animal as maintained by HORSE HELPERS since assuming title and/or care, custody and control of the Adopted Animal. Adopter specifically acknowledges that HORSE HELPERS makes no representation or warranty to Adopter about the health or temperament of the Adopted Animal or its suitability or safety for the purposes now or hereafter intended by Adopter. HORSE HELPERS makes the following disclosures as a courtesy to the Adopter, and are merely opinions:

Health History and Health Problems of Adopted Animal: See "Animal Activity Report" and "Current Requirements and Care Plan" attached as Exhibit 3.

Required Medications and Supplements: See "Animal Activity Report" and "Current Requirements and Care Plan" attached as Exhibit 3.

Limitations as to Riding Adopted Animal: Adopter understands there may be limitations as to the type of riding appropriate for the Adopted Animal. Adopter shall ride the Adopted Animal only in accordance with the limitations cited in Exhibit 3, "Animal Activity Report" and "Current Requirements and Care Plan."

6. Location and Inspection of Adopted Animal. Until such time as title in and to the Adopted Animal may be transferred to Adopter pursuant to Section 10 below, Adopter shall at all times keep HORSE HELPERS informed in writing as to the location or facility where the Adopted Animal is sheltered (the "Facility").

Jurisdiction. The Adopted Animal shall at all times during the term of this Agreement be sheltered at an approved Facility located (a) within the States of North Carolina, Virginia, or Tennessee at an approved Facility within a one hundred (100) mile radius of HORSE HELPERS' location in Zionville, NC. Adopter's failure to comply with the terms of this Section 6 shall be deemed a breach of this Agreement by Adopter.

HORSE HELPERS Inspection of Adopted Animal. Representatives of HORSE HELPERS may make unannounced visits to the Facility at any reasonable time to confirm that the Adopter is complying with this Agreement.

Change in Location of Adopted Animal. Adopter agrees to notify HORSE HELPERS at least ten (10) business days in advance of any proposed relocation of the Adopted Animal. During the term of this Agreement, each new Facility must be expressly approved by HORSE HELPERS prior to relocation of the Adopted Animal.

Death of Adopted Animal. Adopter agrees to notify HORSE HELPERS immediately upon the death of the Adopted Animal, and if requested to provide HORSE HELPERS veterinary certification as to cause of death within five (5) business days after such death.

Boarding Facility. If the approved Facility is one other than the principal residence of Adopter and/or is owned by a third party (the "Boarding Facility"), Adopter shall have completed a Boarding Facility Contract signed by the Boarding Facility. Adopter, not HORSE HELPERS, shall be liable for all boarding fees, costs, damages or other claims made between the Adopter and the Boarding Facility.

Any lien against the Adopted Animal to which the Boarding Facility may be entitled under the terms of a boarding agreement with the Adopter or by statute shall at all times be subject and subordinate to this Agreement. HORSE HELPERS' ownership rights in and to the Adopted Animal are prior and paramount to any right of title asserted by any Boarding Facility. Adopter shall indemnify and hold harmless HORSE HELPERS from and against any and all claims or damages by such Boarding Facility resulting directly or indirectly from the breach of Adopter of any contract, written or verbal, between the Boarding Facility and Adopter, or under the terms of this Agreement. The terms of this Section 6(F) shall survive expiration or termination of this Agreement.

ADOPTER'S INITIALS AS TO SECTION 6: _____

7. Termination of Agreement by Adopter. If for any reason Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately notify HORSE HELPERS. HORSE HELPERS will not be liable for any other extraneous charges or costs incurred by the Adopter before repossession. Should the Adopted Animal be returned to HORSE HELPERS, no monies will be reimbursed to Adopter. Should the Adopted Animal no longer meet the needs of Adopter, Adopter may return the Adopted Animal to HORSE HELPERS; however, Adopter may no longer be eligible to adopt future HORSE HELPERS horses. All HORSE HELPERS adoptions are intended to last for the life of the horse. Under no circumstance should the animal be sold or transferred for slaughter. **ADOPTER'S INITIALS** _____

8. Adopted Animal Medical Problems Arising After Transfer of Possession to Adopter. The Adopter agrees to notify HORSE HELPERS and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse/pony maintenance. HORSE HELPERS is available, should you need assistance in locating an equine veterinarian. The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise humanely destroyed without the recommendation of a veterinarian. **Any long term or chronic illness should be brought to the attention of HORSE HELPERS.**

9. Remedies upon Breach.

Repossession of Adopted Animal. In the event that HORSE HELPERS determines the Adopter is in breach of any term of this Agreement, or becomes aware of the Adopter's involvement with any humane society or animal

control agency that resulted in a warning or citation for the inhumane treatment of any animal or the Adopted Animal, this Agreement shall be automatically considered null and void. Upon such breach, in addition to other remedies and damages available to HORSE HELPERS under this Agreement or otherwise, Adopter hereby authorizes a representative of HORSE HELPERS, without cause or warrant, to enter the property where the Adopted Animal is sheltered and take immediate physical possession of the animal without recourse from Adopter or other third parties.

Attorney's Fees and Court Costs. Adopter agrees to pay all reasonable attorney's fees and court costs incurred by HORSE HELPERS should any matter arising under this Agreement be forwarded to an attorney for enforcement.

10. Miscellaneous Provisions.

Choice of Law. This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of North Carolina. The parties hereto shall also consent to jurisdiction of the courts of North Carolina for all purposes and for any disputes arising hereunder.

Modifications. This Agreement shall not be modified or amended except in writing and signed by ALL parties.

Severability/Rules of Construction. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the execution of this Agreement, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Assignment. Adopter may not assign this Agreement and Adopter's right as Adopter hereunder without prior written consent of HORSE HELPERS, which may be withheld, in HORSE HELPERS' absolute discretion. Such assignment shall not relieve Adopter of Adopter's obligations under this Agreement in the absence of express written release from HORSE HELPERS.

Entire Agreement. This Agreement and all Exhibits, attachments, or Addenda represent the parties' entire agreement relating to the adoption of Adopted Animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of HORSE HELPERS and Adopter, its and their heirs, executors, administrators, successors and permitted assigns.

Exhibits. The exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein.

Adopter:

Name

Signature

Date: _____

Horse Helpers Representative:

Name

Signature

Date: _____