



Swingin' D Adoption Contract

This agreement is made as of the day _____ of _____, 20__ between Swingin' D Horse Rescue (hereinafter referred to as "The Organization") and _____ (hereinafter referred to as "Adopter").

1. IN CONSIDERATION of receipt of the Horse named _____ (color) _____ (age) _____ (gender) _____ (hereinafter "the Horse"), and in further consideration of the sum of \$ _____ (hereinafter "Adoption Fee"), the undersigned agrees to the following "Terms of Adoption" (and to any other Terms agreed to in the Application for Adoption dated _____, which is incorporated herein by reference).

FOSTER PERIOD*: The Organization and Adopter agree to a foster period of 30 days for a non-refundable Foster Fee of \$ _____, which will be part of the Adoption Fee. This period may be extended, in writing, by mutual agreement of the parties by the final day of the foster period.

Adopter is responsible for any and all expenses - including de-worming, veterinary, dental and hoof care - incurred during the foster period, and such expenses are non-refundable.

The Organization will provide transportation of the Horse to and/or from the foster location at a rate of \$ _____ per way if required; or Adopter will pay for transportation through a legitimate, licensed, insured and bonded hauler.

At or before the end of the 30-day foster period, Adopter may return the Horse to The Organization for any reason, and the Adoption Fee, less the Foster Fee, less any expenses incurred by The Organization to retrieve or haul the Horse, will be refunded. If Adopter intends to return the Horse to The Organization, Adopter shall notify The Organization by the final day of the foster period. **Following the foster period, no portion of the Adoption Fee will be refunded.** [_____ initial]

***Only special needs horses qualify for the Foster program**

2. NO BREEDING CLAUSE (Mares only): All male horses are gelded prior to adoption. Under no circumstances may an adopted mare be bred. In the case of an accidental breeding, Adopter agrees to notify The Organization and obtain immediate veterinary care. If a live foal results from any accidental breeding, Adopter agrees to donate \$500 to The Organization. This donation is in recognition of the need to home a foal, which in turn reduces the homes available for other horses in need of homes. The fee also remunerates for damage done to The Organization's reputation as a rescue organization by the irresponsible breeding of a rescue animal. Adopter further agrees that any male horse resulting from an accidental breeding will be gelded as soon as medically possible, at the expense of Adopter. [_____ initial]

3. TRANSFER OF OWNERSHIP: The Organization reserves the right to require the return of the horse, without refund and at Adopter's expense, rather than allow transfer of ownership. Under no circumstance is the Horse to be sold at auction or to a buyer who is affiliated in any way with livestock auctions, feed lots or kill pens. The intent of The Organization's contractual requirements regarding transfer of the Horse is to protect the long-term well-being of the Horse, and to ensure the animal never ends up at a livestock auction, on a kill lot or in the slaughter pipeline. Contractual requirements are not intended to unreasonably prevent a change of ownership. Adopter may transfer ownership of the Horse to a new owner through the following process:

- a. Adopter must notify The Organization, **in writing**, of intent to transfer ownership of the Horse no longer than 30 (thirty) days prior to intended transfer. This notification must include a detailed description of why Adopter desires to transfer the Horse.
- b. Adopter may list the Horse as available for sale in the venues of Adopter's choice. The Horse will also be listed as available for adoption on the Organization's website and social media.
- c. Adopter must fully disclose history of Horse, including behavior problems and/or injuries, to prospective owners. Adopter must also notify all prospective owners of the requirement for the new owner to sign an adoption contract with The Organization, as well as The Organization's requirement of follow-up visits to ensure adequate care for the Horse.
- d. Prior to transfer of ownership, Adopter must provide written assurance that the location where Horse will live is compliant with the requirements outlined in section 5 of this contract.
- e. The new owner must meet the minimum requirements outlined in section 5 of this contract and agree to all other contract provisions.
- f. Prior to transfer of ownership and transport of horse to a new location, the **new owner must sign a new adoption contract with The Organization.**

4. USE OF HORSE: The horse is to be used for pleasure or competition riding only, and may not be used in or for track racing, rental, and/or circus productions. Regardless of type of use, **Adopter agrees not to work the horse beyond its physical limitations at any time.**

5. STANDARDS OF CARE: Adopter will provide appropriate food, water, shelter, exercise, attention, training, protection and any veterinary care necessary for the Horse's welfare. The level of care for adopted horses should conform to the highest standards in the industry and include, but are not limited to, the following:

- a. Adopter shall ensure horse has all annual vaccinations, to include at a minimum: West Nile, Rhino/Influenza, and Tetanus Toxoid, unless otherwise determined by a currently licensed vet.
- b. Adopter shall de-worm the Horse by paste, either by a bi-monthly rotation schedule or on an evidence-based schedule determined by biannual fecal results and resulting recommendations from a currently licensed veterinarian.
- c. The horse shall be trimmed or shod by a qualified farrier a minimum of every 8 weeks.
- d. Adopter shall consult veterinarian for any serious illness or injury. Veterinary records for the Horse must be made available to The Organization upon request.

- e. Adopter shall make available to Horse no less than 15 gallons of fresh water each day, either in buckets or in a regularly-cleaned water trough. **A pond, spring or creek is not an acceptable primary source of water.**
- f. Adopter shall ensure the Horse receives the recommended daily feed allowance for its size, activity level and breed, plus plenty of quality grass or hay.
- g. Adopter shall provide the Horse with annual dental checkup with a veterinarian, and floating as recommended.
- h. Adopter must provide the Horse with at least a three-sided shed in a paddock to provide shelter from wind and inclement weather. A tent/canopy or lean-to is not adequate shelter. Variations in facility requirements depend on the horse, the region and the predominant weather.
- i. The Horse shall have safe and acceptable fencing suitable for the horse and the horse's environment.

6. RESERVATION OF RIGHTS: To protect both the horse and the reputation of Swingin' D Horse Rescue, and to assist Adopter in adapting the horse to its new home, The Organization reserves the right to monitor this adoption throughout the life of the Horse. Adopter agrees to provide regular updates, including photos, upon request of The Organization.

Photos must include full-body shots - both sides - including feet, and an overhead shot from the neck to the tail, in order to show the spine and hip bones. Adopter agrees to submit to, at a minimum, an annual site visit by The Organization. The Organization will make every attempt to schedule follow-up visits with Adopter; however, The Organization reserves the right to perform unannounced drop-in checkups.

If The Organization has reason to believe the terms and conditions of this Agreement are not upheld by Adopter, and/or any misrepresentations have been made to The Organization by Adopter, The Organization may terminate this Agreement, and require return of the horse to The Organization. Adopter agrees to surrender the Horse for examination by a veterinarian, at Adopter's expense, if The Organization has reasonable suspicion of inadequate care or improper use of the Horse. If Adopter disputes termination of the Agreement, Adopter agrees to surrender the Horse to The Organization's possession and care pending a veterinarian's opinion or resolution of the dispute. Adopter agrees to pay for necessary feed and vet care during the time The Organization is caring for the horse until resolution of the dispute.

7. ATTORNEY FEES AND COSTS: If legal action is required to recover the Horse or otherwise enforce the provisions of this Agreement, Adopter agrees to jurisdiction in the State of Oklahoma and County of Wagoner County, or District Court venue of Swingin' D Horse Rescue's choice; and further agrees to pay all court costs and reasonable attorney fees.

8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The undersigned Adopter understands that Swingin' D Horse Rescue rescues horses from kill lots and is not responsible for the accuracy of information received about temperament, habits, history, or physical condition of horses available for adoption. Adopter understands The Organization is in no way liable or responsible for any damage, accident, illness or injury resulting from the actions of a Horse placed with Adopter and **the undersigned Adopter does hereby release, discharge, hold harmless, and agree to indemnify Swingin' D Horse Rescue**, its agents, board members, volunteers, Officers and Directors, and any other person, organization, or corporation charged or chargeable with liability, their heirs, administrators, executors, successors, and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, actions of the Horse received by Adopter.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMNIFICATION AND OTHER TERMS ABOVE.

Dated this _____ day of _____, 20_____

Signature of Adopter

Printed Name _____

Adopter Phone _____ Adopter Email: _____

Adopter Mailing Address _____

City _____ State _____ Zip _____

Address Where Horse Will be Boarded _____

City _____ State _____ Zip _____

Printed Name of Swingin' D Horse Rescue Agent _____

Signature of Swingin' D Horse Rescue Agent _____

Total Adopter Fees Due: \$ _____ [] cash [] check # _____
[] PayPal Friends/Family payment to ellhecmar@sbcglobal.net [] Payment in kind (below)