



EQUINE RESCUE, REHAB, REHOME

Swingin' D Adoption Contract

This Adoption Contract is made as of the day _____ of _____, 20__ between Swingin' D Horse Rescue ("The Organization") and _____ ("Adopter"). This contract is not a Bill of Sale but confers legal possession of The Horse to Adopter on the date provided herein, pursuant to the following terms.

- 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".

FOSTER PERIOD (Only available for certain situations agreed upon in advance.

Please disregard if Organization has not discussed fostering with you.): 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 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]

- 2. USE OF HORSE:** 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. Regardless of type of use, **Adopter agrees not to work the horse beyond its physical limitations at any time.**
- 3. NO BREEDING CLAUSE:** The Organization condemns irresponsible breeding. As such, the Horse may not be bred under any circumstances. In the case of an accidental breeding, Adopter agrees to notify The Organization and obtain immediate veterinary care. If a live foal results from accidental breeding, Adopter agrees to donate \$500 to The Organization in recognition of the Organization's position on careless breeding. The foal will require a permanent home, decreasing



the number of homes available for other homeless horses. 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]

4. TRANSFER OF OWNERSHIP: Adopter understands that the intent of this Adoption Contract is to place horses in permanent homes with responsible adopters to ensure its long-term health, stability and wellbeing. The Organization does not wish to make transfer of the Horse unreasonably onerous or prohibitive, but to safeguard the Horse against potential abuse, neglect or death. Therefore, if Adopter wishes to transfer possession of the Horse, **The Organization reserves the right to require the return of the horse, without refund and at Adopter's expense, if the Adopter refuses or fails to follow the process below:**

- a. Adopter must notify The Organization, in writing, of intent to transfer ownership of the Horse at least 30 (thirty) days prior to intended transfer. This notification must include a detailed description of why Adopter can no longer provide for the Horse as agreed upon herein.
- b. Adopter must specify the Horse is available for adoption (not sale) in the venues of Adopter's choice. The Horse will also be listed on the Organization's website.
- c. Adopter must fully disclose history of Horse, including behavior problems and/or injuries, to prospective owners.
- d. Adopter must 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.
- e. Prior to notifying The Organization of Adopter's intent to transfer the Horse, Adopter must ensure the prospective owner can and will comply with the requirements outlined in section 5 of this contract.
- 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. 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 as recommended by a licensed veterinarian, to include at a minimum: West Nile, Encephalitis, Rabies, Rhino/Influenza, and Tetanus Toxoid. The Horse named herein received the following vaccines on the following date: _____; therefore, Adopter must update the Horse's annual vaccines on or about _____
- b. Adopter shall de-worm the Horse by paste or pellet, either by a bi-monthly rotation schedule or on an evidence-based schedule determined by biannual fecal results and resulting recommendations from a licensed veterinarian.



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- c. The horse shall be trimmed or shod by a qualified farrier a minimum of every 6 to 8 weeks. The Horse named herein was last seen by a farrier on the following date, for the following treatment: _____; therefore, the next farrier visit should occur on or about: _____.
 - d. Adopter shall consult veterinarian _____ at phone number _____ for any illness or any serious injury and notify The Organization as soon as the Horse's needs are met. Adopter irrevocably authorizes the veterinarian named herein, or any other provider who may treat or care for the Horse, to release any and all veterinary records for The Horse to Swingin' D Horse Rescue immediately upon request. [_____ initials]
 - 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, age, activity level and breed, plus 24-hour access to quality grass or fresh hay.
 - g. Adopter shall provide the Horse with annual dental checkups and floating as recommended by a licensed veterinarian. The last dental visit on _____ determined: _____.
 - 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.
 - i. The Adopter shall provide safe and acceptable fencing for the Horse and its environment. While not required, the Organization recommends wood or vinyl rail, vinyl-coated wire, pipe or wire mesh.
5. **RESERVATION OF RIGHTS:** To assist Adopter in adapting the horse to its new home, and to protect both the Horse and the reputation of Swingin' D Horse Rescue, The Organization reserves the right to monitor this adoption throughout the Horse's life. Adopter agrees to provide regular updates about the Horse, including photos, upon request of The Organization.

Photos must include full-body shots - both sides - including feet, and an overhead shot of the Horse from the neck to the tail, in order to show the spine and hip bones. The Organization will make every attempt to schedule visits with Adopter; however, The Organization reserves the right to perform unannounced drop-in checkups.

If The Organization, in its sole judgment, has reason to suspect 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. Additionally, if The Organization has reason to suspect inadequate care or improper use of the Horse, Adopter agrees to surrender the Horse for examination by a veterinarian, at Adopter's expense. 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 the lawful resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time The Organization is caring for the horse until resolution of the dispute.



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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 Tulsa County, or District Court venue of Swingin' D Horse Rescue's choice; and Adopter further agrees to pay all court costs and reasonable attorney fees.

8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: Adopter understands The Organization receives horses from many sources, including cruelty cases, kill pens, and surrenders from prior homes. While The Organization does its best to evaluate horses and predict the way they will adjust to a new home, it is impossible to predict any animal's behavior or how it will adapt to new people and surroundings with certainty. The Organization does not warrant the accuracy of information received about temperament, habits, history, or physical condition of the horses we rescue. Adopter agrees The Organization is in no way liable or responsible for any damage, accident or injury resulting from the actions of a Horse placed with Adopter.

9. Adopter does hereby release, discharge, hold harmless, and agree to indemnify Swingin' D Horse Rescue, its past, present and future officers, directors, agents, volunteers and employees, their heirs, administrators, executors, successors, and assigns, from and against any and all liability, claims, lawsuits, actions, judgments, costs, fees, including reasonable attorneys' fees and damages, for any defects and/or illness which the Horse may have or may develop, or for any damage or injury to any person or property that may be caused by the Horse and/or arising out of and/or in connection with the Horse.

10. Adopter understands this Adoption Contract represents the entire agreement and understanding between the parties and supersedes all prior and contemporaneous negotiations and understandings between the parties – whether oral or written, expressed or implied.

MY SIGNATURE BELOW INDICATES I AM OF LEGAL AGE AND SOUND MIND, AND THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND GIVEN THE OPPORTUNITY TO ASK QUESTIONS. I UNDERSTAND AND AGREE TO THE TERMS, INDEMNIFICATION AND RELEASE DESCRIBED HEREIN.

Signature of Adopter

Adopter Permanent Address

Printed Name

City State Zip

Dated this ____ day of _____, 20____

Address Where Horse Will be Boarded

Adopter Phone

City State Zip

Adopter Email

Swingin' D Horse Rescue Representative: _____

Adoption Fee Received: \$ _____ PayPal [] [] cash [] check # _____