 HORSE ADOPTION AGREEMENT

**Description of Equine**:

Name: HoneyBun

Breed: ASB Color: Chestnut Age: Approx 8 years Sex: Mare

ADOPTER INFORMATION

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equine Location\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT is made on this\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

By and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “adopter” and Misfit Toys Rescue Division, Inc. hereinafter referred to as “the organization”. Adopter agrees to pay the adoption fee of $650.00

1. Adopter understands and agrees that the equine identified in this contract may not be sold, given away, lent, leased, sold for slaughter, removed from Adopter’s personal supervision and control or removed from the address described herein, except for emergencies, shows, trail rides and other temporary situations without written approval of the Organization. Should the equine not be at the location as stated herein upon inspection by the Organization representative, Adopter will immediately relinquish any rights or interest Adopter may have in the equine.

2. Adopter agrees to meet the Organizations standards of care for said equine, maintaining good nutritional health, vet care, vaccinations, worming, dental care and hoof care.

3. Should the Adopter decide that the equine is no longer wanted for any reason, Adopter understands that the Organization will take back the equine and attempt to place it with another adopter.

4. Adopter agrees that an authorized representative of the Organization may enter the property where the said equine resides during normal business hours and without notice to determine if all conditions of this adoption contract are being complied with completely. Adopter understands that should a violation of any of these terms found in this agreement be found and in the judgment of at least two members of the Board of Directors of the Organization such conditions represent a danger to the health and welfare of the equine, Adopter hereby authorizes a representative of the Organization to enter the property at any time and without cause or warrant upon the land where said equine resides and take immediate physical possession of said equine without recourse from Adopter.

5. Adopter further agrees that, Adopter will accept all responsibility for any action or lien resulting from any action, directly or indirectly involving said equine while it is in Adopter’s possession and under Adopter’s care and control. Therefore, Adopter agrees and understands that neither the Organizations nor its employees or agents will be liable for any damages or injury caused to Adopter or any third person by the equine once Adopter receives delivery of the equine, including but not limited to damages or injuries caused by the fact that the equine does not behave or perform in the manner Adopter expected. Further, if any third person makes a claim against the Organization or any of its employees or agents as a result of any conduct of the equine after Adopter has taken possession of the equine, Adopter agrees to indemnify and hold the Organization, its employees and agent harmless from any such claims, including costs and attorney’s fee resulting from such claim.

6. Adopter may personally return the equine to the organization or Adopter may arrange for their return to the Organization by an authorized representative of the Organization if Adopter so desires at any time during the equines life. In the event of the Adopters death, and if Adopters heirs

are unable to maintain the equine, Adopters heirs must also return the equine to the Organization as provided for above.

7. Adopter agrees never to breed the above-described equine for the duration of the equines life. If the equine is bred, the resulting offspring of the equine automatically becomes the property of the Organization and must be returned to the Organization once it is old enough to be weaned.

8. Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein and signed by Adopter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_ Signature of adopters

This contract is hereby accepted on behalf of the Organization by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_ Signature of agent (organizations officer)