## Pasture Pals Equine Rescue, Inc. Adoption application

Adoption application will be kept on file for **1 year** from the application date. All applications must be accompanied by a \$20 processing fee, to cover Criminal background check

Pasture Pals Equine Rescue, Inc. requires **ALL** applications be submitted with photographs of the pastures, fencing, barn and stalls, and any other horses/ponies/donkeys at the facility where the horse will be kept. Pasture Pals Equine Rescue, Inc. may request additional information or pictures to complete its review and may require a visit to your facility before your application will be approved.

Pasture Pals Equine Rescue, Inc. does not sell equines, but rather adopts them out to suitable and approved homes. Our adoptions are intended to be for the life of the equine.

I agree that in consideration of being allowed to adopt the attached file described horse from Pasture Pals Equine Rescue, Inc. I will fulfill the following contractual requirements. If I am unable or unwilling to do so, I must return the horse to Pasture Pals Equine rescue, Inc. or I agree that the animal may be impounded from me.

\_\_\_\_ I, the adopter, agree that if not returned to Pasture Pals Equine Rescue, Inc., I will keep the horse(s) for a period no less than 5 (five) years. I, the adopter, agree to maintain a proper environment for the horse(s), including, but not limited to, proper veterinary care, shelter, fencing, food, water, humane care, and an environment that is clean, with daily turnout space, to maintain the health of the horses. I agree to have a veterinary check this animal and give yearly vaccines and per Pasture Pals Equine Rescue, Inc. requirements that a Veterinarian Certification and picture of the adopted horse(s) be submitted yearly for five (5) years, and a picture be submitted to Pasture Pals Equine Rescue, Inc. every 3 months for the first two (2) years. I further agree to routine farrier care to be provided every 6-10 weeks or as directed by a professional farrier. I agree to routine worming of this horse(s) every 8-16 weeks as directed by my enclosed schedule, and treat horse(s) at least twice a year for lice. If at any time within the adoption I am no longer able to care for this horse, or this horse becomes unwanted, I agree that I will return the horse to Pasture Pals Equine Rescue, Inc., with a minimum of 30 days notice, have a coggins test done, and have shots records available, at my expense. I further agree not to give away, lend, lease, breed, sell, or dispose of this horse within the first five (5) years unless written consent is given by Pasture Pals Equine Rescue, Inc.

\_\_\_\_\_ I, the adopter, agree to refrain from breeding the horse(s) unless given a clean breeding examination by a licensed veterinarian, and first submitting said examination report to Pasture Pals Equine Rescue, Inc. for approval. If this horse(s) has not been gelded prior to adoption, I agree to have this horse gelded at the time selected by my veterinarian. I understand that the cost of this surgery will be my financial responsibility. In the event that I do not geld this horse by the date specified by my veterinarian, I will immediately return the horse to Pasture Pals Equine Rescue, Inc. upon request.

After a five (5) year probation period a permanent ownership papers will be available to eligible adopters with the following stipulations: If I, after the probation period decide to sell or otherwise dispose of this adopted horse(s), I will not sell or give them to anyone known or suspected that the horse(s) will be in danger of going to neglectful/ abusive parties or slaughter. I further will give Pasture Pals Equine Rescue, Inc. first right of refusal. Adopter shall hereafter also stipulate that these ownership terms be included in any type of ownership transfer to another party. It is understood that after the initial five (5) years adoption agreement is finalized the adopter shall apply to Pasture Pals Equine Rescue, Inc. in writing for the ownership registration paperwork or bill of sale. Registration papers, if available, will only be issued to the adopter after the 5 year period is over and the Adopter has been deemed fit to retain ownership of the horse(s).

\_\_\_\_\_ I, the adopter, agree that there is no warranty; expressed or implied by Pasture Pals Equine Rescue, Inc. of this horse(s) age, breed health, future size, behavior, or temperament. I hereby release and agree to hold Pasture Pals Equine Rescue, Inc., its employees, agents, directors, members, successors, and assigns from any claim, liability, or cause of action arising out of or in any way related to, my adoption or ownership of this animal. I further agree that Pasture Pals Equine Rescue, Inc. cannot be held responsible for any unforeseen health problems, injuries, or accidents occurring in these adopted horses.

\_\_\_\_\_ Pasture Pals Equine Rescue, Inc. has the right and permission to send a licensed vet of their choice, or one of their representatives to examine the horse(s) at any time during the probation period. Pasture Pals Equine Rescue, Inc. has the right & permission to remove any horses in Adopters care, if it is found that the horse(s) are not being cared for as described above. Entry upon my premises for such purposes shall not constitute as trespassing. No adoption fees or monies of any kind will be refunded to Adopter. All papers that were given to the adopter will also be returned to Pasture Pals Equine Rescue, Inc., along with the horse(s). Pasture Pals Equine Rescue, Inc., or one of its representatives, has 14 days from the time of notification to pick up said horse(s).

I agree that if I have to move the horse(s) from the location specified on this contract, I will first notify Pasture Pals Equine Rescue, Inc. of my intentions. Adopter should notify Pasture Pals Equine Rescue, Inc. immediately upon any of the following situations: horse(s) will be moved from property listed on application; horse(s) has been injured or is sick. I further agree that if any of the stipulations within this application change regarding my property, my income, my employment, or otherwise, I will contact Pasture Pals Equine Rescue, Inc. to update them on my current situation.

\_\_\_\_\_\_If this animal should die while in my custody, I will report such a death to Pasture Pals Equine Rescue, Inc. with a copy of the Veterinarian report of cause of death within thirty (30) days of passing.

\_\_\_\_\_ A deposit in the amount of 25% of adoption fee is required to hold horse(s). If I, the Adopter, should change my mind about adopting a horse, I will not receive a refund. If I do not pick up the horse(s) when agreed, a feed & board charge of \$15.00 per day for nursing foals or \$25.00 for weaned horses will be added to the cost of the horse(s). This cost is per horse.

I understand, if I am not happy with the horse(s), I can return the horse to Pasture Pals Equine Rescue, Inc. at my expense; provided they are in as healthy condition as when I adopted them, and I will not receive back the adoption fee that was paid.

Liquidated Damages and Attorney Fees: I agree to pay Pasture Pals Equine Rescue, Inc., \$250.00 as liquidated damages in the event the terms of this contract are breached. This liquidated damage provision is agreed to for the purpose of establishing Pasture Pals Equine Rescue, Inc. staff and administrative expenses in the event of a breach and does not bar Pasture Pals Equine Rescue, Inc. from also seeking return of the animal by judicial process or other legal means. In addition, I agree to pay all reasonable attorney's fees and expenses in the event this contract is forwarded to an attorney for enforcement.

I understand that this horse(s) does not qualify as personal property. In the event of my death my heirs shall return horse(s) to Pasture Pals Equine Rescue, Inc. If I am currently married my spouse understands this stipulation and agrees that I am the sole adopter and this horse(s) can not be considered personal property in the event of a divorce.

\_\_\_\_\_ Spouses initials

I have read and understand the above terms of this contract and agree to all of them. I understand that if I abide by the policies, and rules concerning adoption, set forth by Pasture Pals Equine Rescue, Inc., after five (5) years I can apply to Pasture Pals Equine Rescue, Inc. for complete ownership of the above described animal. By signing the Adoption Application, I declare I am 21 years of age with no history of animal abuse or neglect and that all of the information that I have submitted to be the truth, to the best of my knowledge, and if found to be fraudulent, that I will be denied approval of adoption, and I could be held liable.

Signature

Date

Pasture Pals Equine Rescue, Inc. reserves the right to refuse adoption if Pasture Pals Equine Rescue, Inc. deems the horse and adopter are not a suitable match, and/or for any other reason as Pasture Pals Equine Rescue, Inc. sees important.