

A&A Horse Haven
A 501c3 Non-Profit Organization
3810 McNeill Road
Boaz, KY 42027
Phone: 270-564-7177
Email: aahorsehaven@gmail.com

Adoption Contract

This agreement is made on this ____ day of _____, 20 _____. By and between _____, hereafter referred to as the “adopter” and A&A Horse Haven, hereafter referred to as the “AAHH”.

Description of the horse to be adopted:

Name of Equine: _____

Breed: _____

Color: _____

Distinguishing marks: _____

Age or approximate age: _____ Size: _____

Sex: _____

Financial Responsibilities:

Adopter agrees to pay a deposit of \$100.00. The rest of the adoption fee \$ _____ is due at the time of pick-up. The money for the adoption is nonrefundable. The Adopter must pick-up the adopted horse within 14 days of signed agreement. Should there be a delay in pick-up of adopted horse there will be a charge of \$15.00 per day for the horse accessed until horse has been retrieved. However, should the Adopter and AAHH come to an agreement to waive the additional surcharge and not applied to the final payment there must an agreement in writing and signed by both parties.

Agreement Requirements:

1. **Standard of Care:** Adopter agrees to meet with AAHH standards of care for said equine, maintaining good nutritional health, vet care, vaccinations, worming, dental care, and hoof care. Also Adopter agrees to provide records of care and persons providing care of the equine upon request of AAHH. It is also required of the Adopter to provide records of the care for the horse in the case of illness or accident. Adopter will provide paperwork including but not limited to, Vet records, vaccine records, and farrier services if requested by AAHH. This is

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done to ensure that proper care is being provided. Pictures may occasionally be provided by the Adopter whenever requested by AAHH.

2. **Transfer of Ownership:** Adopter understand and agrees that the Equine identified in this contract may not be sold, given away, lent, leased, or sold for slaughter, removed from the 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 AAHH. Should the Equine not be at the location that is stated herein upon inspection by an AAHH representative, Adopter will immediately relinquish all rights or interests in said Equine. Should the adopter decide that the equine is no longer wanted for any reason at any time, Adopter understands that AAHH will take back the equine and attempt to place in the care of another Adopter, no questions will be asked and a two day notice should be provided to AAHH for delivery of said equine. No funds will be refunded. Adopter may personally return the equine to AAHH or Adopter may arrange for the return of Equine to an authorized representative of AAHH. The cost of the return of Equine will be the sole responsibility of the Adopter. In the event of Adopter's death and the heirs of Adopter are unable to maintain the equine, the Adopters heirs must also return the equine to AAHH as provided for above. Adopter's heir's names must be provided with this contract. Under this contract, the equine remains property of AAHH at all times in the event of the equine leaving the adopter.

3. **Reservation of Rights:** Adopter agrees that an authorized representative of AAHH may enter the property where the said equine resides during normal business hours and without notice or warrant to determine if all conditions of the contract are being complied with completely. Adopter understands that should a violation of any of these terms found in this contract be found and in the judgment of AAHH representatives, such conditions represent danger to the health and welfare of the equine. Adopter hereby authorizes a representative of AAHH to enter property at any given time without cause or warrant upon the land where equine resided and take action and physical possession of sad equine without recourse from the Adopter.

4. **Release of Liability:** 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 care and control. Therefore, Adopter agrees and understands that neither AAHH or its employees, volunteers or agents will not be liable for any damages or injury caused by Adopter or any third person and/or by the equine once Adopter receives delivery of the equine, including by not limited to damages or injuries caused by the fact that the equine

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does not behave or perform, in the manner Adopter expected. Further, if any third person makes a claim against AAHH or any of its employee's or volunteer's as result of any conduct of the equine after Adopter has taken possession of the equine, Adopter agrees to indemnify and hold AAHH, its employees, volunteers and agents harmless from any such claims, including costs and attorney's fee resulting from such claim.

5. No Breed Clause: Adopter agrees to never breed the above equine for the duration of the equines life. If the equine is bred, the resulting offspring of the equine automatically becomes property of AAHH and must be returned to her once it is old enough to be weaned.

6. 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 the type of use, the Adopter agrees not to work the horse beyond it physical limitations at any time. Adopter acknowledges that AAHH is available to questions on the horse's training and behavior throughout the life of the horse. AAHH will use their best judgement and experience in offering suggestions and/or referrals to professionals, but AAHH is limited by information received and circumstance, nature, and history of the horse, makes no warranties or guaranties, and has no liability for the suggestions and/or referrals offered.

7. Updating AAHH: The Adopter agrees to sending pictures via email to AAHH every month following completed adoption of equine. It is required that and this updated information with pictures be sent to AAHH every month for one year following adopting. Then after one year the Adopter will send updated information and pictures every three months for three years.

8. Nonrefundable monies: Adopter understands that all funds with the adoption are not refundable. The Adopter also understands that any monies given for travel and return of equine is the sole responsibility of the Adopter.

9. List of Heirs: Please list below your heirs upon your death and would receive the equine for care.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____

Relationship: _____

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Years of relationship: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____

Relationship: _____

Years of relationship: _____

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

Print name: _____

Signature of Adopter: _____

Date: _____

Print AAHH Representative: _____

Signature of AAHH Representative: _____

Date: _____

Witness name: _____

Signature of Witness: _____

Date: _____

Deposit paid _____ Date: _____

Balance paid _____ Date: _____

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Adoption is approved and accepted date: _____