

HOPE IN THE VALLEY EQUINE RESCUE AND SANCTUARY, INC.

ADOPTION CONTRACT

This agreement is made between Hope In The Valley Equine Rescue and Sanctuary, Inc., hereby referred to as "HITVERAS", and _____, hereby referred to as "Adopter."

1. Adopter agrees to adopt and care for the following equine for the purpose of providing a safe, healthy, and loving environment for the horse and will abide by all anti-cruelty laws of the state in which the animal will reside.

A) Name of Equine: _____

B) Age of Equine/d.o.b. (if known): _____

C) Gender/sex of Equine: _____

D) Approximate height of Equine: _____

E) Breed: _____ Approximate weight: _____

F) Registry and Registration number: _____

G) Description of Equine, including brands, scars, tattoos, or disabilities: _____

2. HITVERAS will not transfer any registration papers or titles to an Adopter. A copy of the Registration papers may be requested in order for the said horse to be shown at registered shows.
3. The horse may not be raced, bred, sold, given away, assigned, transferred, leased, slaughtered, used for any commercial purpose or disposed of by the adopter. In the event the Adopter is no longer able to care for the horse, the Adopter will immediately notify HITVERAS and will only release said horse to HITVERAS.
4. The Adopter will provide HITVERAS with the name of the veterinarian who will care for this animal and agrees that HITVERAS has the right to obtain any and all veterinary records directly from the attending veterinarian. The execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to HITVERAS of said records. In the event of death a statement from a veterinarian stating apparent cause of death must be forwarded to HITVERAS.

5. If the equine becomes sick or lame, it shall receive prompt and adequate medical care and attention. If the Adopter cannot properly care for the equine it must be returned immediately to HITVERAS. Notification to HITVERAS of a major injury or medical condition is MANDATORY. If euthanasia is required a licensed veterinarian must administer it.
6. Required Veterinarian Care:
 - Spring Inoculations – Eastern/Western Encephalitis, Tetanus, Rabies, and any others recommended by your vet
 - Annual Dental Care (floating of teeth)
 - Fall inoculations – Influenza, Rhino, and any others recommended by your vet, and Dental (may be combined).
 - Rotated de-worming every 8 weeks. Hoof care every 8 weeks.
7. The adopter agrees to forward a veterinarians brief statement of the named equine's residence, general condition, weight, teeth, and hoof condition at the time of the spring/fall inoculations to HITVERAS, or upon request, and to furnish current dated photos of the equine annually.
8. If a mare is pregnant at the time of the adoption, the foal automatically attaches to this contract and cannot be sold. If not wanted, the foal will be returned to HITVERAS following weaning.
9. The Adopter agrees that a representative of HITVERAS may make unannounced visits at any time to any location where the animal is located for the purpose of confirming that the care required in this contract is being provided.
10. The Adopters shall receive copies of the available medical history including vaccinations, de-worming, a general health report, and medication/special care instruction form. Equines placed by HITVERAS include no guarantees pertaining to general condition, temperament, rideability or soundness.
11. It is advised to pay for a Vet check if you have any questions prior to the horse departing the HITVERAS facility. All costs upon departing and while away are to be paid by the Adopter, even return transportation. HITVERAS is not responsible for any accidents or injuries either to the horse or Adopter after leaving our facility.
12. The Adopter agrees to hold harmless HITVERAS, its volunteers, employees, foster care providers, owners of the horse, former owners, and Directors, for any damage or injury caused to any person or property by the horse. The Adopter is advised to obtain appropriate liability insurance coverage, as HITVERAS will not be responsible for liability.
13. In the event of a breach of any provision of this agreement, adopter agrees to pay HITVERAS Liquidated damages in the amount of Two Thousand Dollars (\$2,000.00). The Liquidated damage value is agreed to for the purpose of establishing the value and does not bar HITVERAS from seeking return of the animal(s) by a judicial process or any other means. Adopter agrees to pay reasonable attorney fees and court costs in the event this matter requires the services of any attorney for HITVERAS to enforce the terms and conditions of this contract.
14. If there is sufficient reason to believe Adopter has given or sold the Equine to slaughter, or has given or sold the Equine to any individual or entity who has then taken the Equine to slaughter, be they the direct individual or a third, fourth, or even fifth party down the line, Adopter hereby

agrees to pay damages to the rescue of not less than \$5,000.00. Adopter will be given 15 days to produce Equine in Adopter's possession, after such time, if said Equine has not materialized, all Equine in the process of being adopted by Adopter from HITVERAS shall be given over to or returned to HITVERAS within 30 days of the date Adopter is notified of the procedure being implemented and all pending adoptions shall be revoked and Adopter shall be ineligible to adopt from HITVERAS ever again.

15. If HITVERAS becomes aware that the animal adopted is not being adequately cared for, or becomes aware of the breach of any of the provisions of this contract, HITVERAS maintains the right to immediately and without notice repossess the animal(s) and maintains the right to enter whatever premises are necessary to effect such repossession.
16. The animal Adopter's check for the tax deductible non-refundable fee of \$ _____ will accompany this signed contract.

Signature of animal adopter: _____ Date _____

Signature of animal adopter: _____ Date _____

Signature of HITVERAS: _____ Date _____