



HEARTS OF HORSE HAVEN ADOPTION CONTRACT

Definition of terms:

1. **“Adopter”** = First name: _____ MI: ____ Last Name: _____

Address: _____

Phone: _____ Email: _____ Date of Birth: _____

Drivers License Number: _____ Social Security Number: _____

2. **“HoHH”** = Hearts of Horse Haven, Inc.; a 501(c)(3) non-profit corporation, P.O. Box 20392, Knoxville, TN 37940

Phone: 865-573-8006 Website with email contact link: www.heartsofhorsehaven.org

3. **“Adopted Equine”** = Horses Name: _____

Breed Register name: _____ Anticipated name: _____

Approx. age: _____ Sex: ___Male: Stallion Gelding ___Female – Pregnant Not Pregnant

Physical description: _____

HoHH and Adopter enter into this Adoption Contract and agree:

I. Adopter shall pay HoHH an adoption fee of \$_____. If waived signature of HoHH rep. _____

HoHH contribution \$_____. Reason for contribution: _____

This adoption fee is not the true value of the Adopted Equine, and part of the consideration of this contract is Adopter providing humane conditions for the Adopted Equine, according to HoHH’s charitable purpose, and pursuant to the “Additional Terms and Conditions” that follow the signatures to this contract.

II. In consideration of this adoption the Adopter’s agreement to abide by the “Additional Terms and Conditions” of this contract, HoHH shall relinquish possession of the Adopted Equine to the Adopter, and Adopter shall accept the care, custody and control of the Adopted Equine.

HoHH by: _____ Adopter: _____

Printed name: _____ Printed name: _____

Date: _____ Date: _____

ADDITIONAL TERMS AND CONDITIONS TO EQUINE ADOPTION CONTRACT

In consideration of HoHH placing Adopted Equine with Adopter, and Adopter paying a \$_____ adoption fee to HoHH, Adopter and HoHH agree to these additional terms and conditions to the Adoption Contract: By adopter initialing each section they agree they have read and will abide by all terms put forth by that section.

_____ Section I. Ownership

1. “Adopter” for the purposes of this contract the adopter must be the person planning on claiming ownership of animal. Adopters are not allowed to adopt for another person unless that person is under the age of 18 yrs. and they are their legal guardian.
2. Ownership transfer and right of first refusal: If, at any time, Adopter needs to transfer ownership of Adopted Equine, Adopter has the right to notify HoHH to see if they would be interested in having the Adopted Equine returned to them.
3. Adopter agrees never to sell or give away the Adopted Equine at auction or for slaughter, to a horse broker, or feed lot and try to the best of their ability to rehome it to a responsible new owner.

_____ Section II. Standards of Health Care

1. Adopter agrees to use ensure that the Adopted Equine will have regular health checkups to insure the wellbeing of Adopted Equine. Adopter understands after the signing of the contract they will be responsible for all medical treatment costs – including but not limited to vaccinations, tests, medications and dentistry - for Adopted Equine from the date of this contract forward.
2. A licensed veterinarian will give Adopted Equine a complete health check-up at least once every twelve months. The check-up will include at a minimum: a) dental exam b) vaccines c) Coggins test
3. Adopter further agrees to provide adequate farrier care on a regular bases to insure the proper foot care.
4. Adopter agrees to never allow the Adopted Equine to be “sored” or made to use chains or pads or any other action device to exaggerate its gait.

_____ Section III. Breeding

1. Stallions:

a. If Adopted Equine is an intact male on the adoption contract date, Adopter agrees to geld Adopted Equine as soon as allowed by veterinarian. The Adopter will pay for the gelding unless a pre-agreed upon amount was approved by HoHH.

b. Intact males must be contained in enclosures that do not allow any contact with mares. They must remain in such an enclosure for a period of thirty days post-gelding.

2. Mares:

a. If Adopted Equine is a female, Adopter agrees never to breed her or put her in a situation that would allow for that.

_____ **Section IV. Standards of Humane Care**

1. Adopter shall not maliciously or negligently injure, harass or otherwise treat Adopted Equine inhumanely.
2. Adopter will provide Adopted Equine with healthcare, proper feeding to maintain weight and condition at a score above a three on the Henneke system of body scoring, free access to clean water, a minimum three-sided roofed shelter, and adequate containment fencing. Adopter is financially responsible for providing the humane care listed above.

_____ **Section V. Warranties, Returns, Litigation, Miscellaneous**

1. HoHH makes no warranties, express or implied, regarding Adopted Equine's age, breed, health, future size, soundness, behavior, temperament or ability to achieve a particular discipline.
2. Adopter releases and holds harmless HoHH and HoHH's agents, employees, directors, members, successors and assigns from any claim, liability or cause of action arising out of or in any way related to, Adopter's adoption or ownership of Adopted Equine.
3. HoHH will not return any money to Adopter if Adopted Equine is returned or reclaimed under the provisions of this contract, with the exception of HoHH exercising its right of first refusal as described in Section I, paragraph eight. HoHH will not reimburse any money Adopter spent for Adopted Equine's care, upkeep or training.
4. Adopter has completed pre-adoption screening. If HoHH discovers Adopter provided false information, or made misleading representations, materially affecting HoHH's decision to allow Adopter to adopt an equine, Adopter will immediately lose any rights to Adopted Equine's possession and title.
5. Waiver of one contract term by HoHH does not constitute waiver of any other terms. If any term of this contract is held invalid, illegal or unenforceable, the validity, legality or enforceability of the every other term and condition remain valid and enforceable to the fullest extent of the law.
6. Adopter assumes all transportation costs for Adopted Equine upon possession. Possession for the purposes of this paragraph shall be when Adopted Equine is loaded on the trailer transporting Adopted Equine away from HoHH premises.

Adopter agrees to all stipulations put forth by this contract:

Adopter: _____ Date: _____