



HEARTS OF HORSE HAVEN ADOPTION CONTRACT

Definition of terms:

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

Address: _____

Phone: _____ Email: _____ Date of Birth: _____

State-issued I.D. 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”** = HoHH file number: _____ HoHH 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. _____

II. 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.

III. In consideration of the adoption fee and 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. The “Additional Terms and Conditions” include a probationary period during which HoHH retains title to the Adopted Equine, as provided in Section I, paragraph 1(below), a right of first refusal as provided in Section I, paragraph 8 (below), and a limitation on prospective buyers, as provided in Section I, paragraph 9 (below).

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. Probation Period, Ownership, and Transfer

1. "Probation period" for the purposes of this contract refers to a length of time, not less than one year from the date of signing, during which HoHH retains title to Adopted Equine. The length of the probation period will vary for each contract, determined by factors including but not limited to: Adopted Equine's age and intended use, and Adopter's horse experience. HoHH may unilaterally extend the probation period due to changes in Adopter's and/or Adopted Equine's circumstances, including but not limited to: illness, loss of financial support, breaches of minor contract terms, and acquiring additional equine.

The initial probation period for this contract is _____ from the date of signing.

2. During the probation period, Adopter may not gift, sell, loan, lease or dispose of Adopted Equine without HoHH's written consent. Adopter will notify any creditors attempting to place a lien or security interest on Adopted Equine that Adopter does not have title to Adopted Equine.
3. If Adopted Equine has breed registration paperwork, the parties will follow registration requirements. HoHH will be listed as co-owner of the horse. Adopter will pay any ownership transfer charges. Adopter is not required to register an animal previously registered with a breed registry.
4. If Adopter is unable or unwilling to meet all of the terms outlined in this agreement during the probation period, Adopter will return Adopted Equine to HoHH.
5. Adopter may apply in writing to HoHH for Adopted Equine's ownership registration papers at the end of the probation period. After receiving the request, HoHH will conduct a follow-up visit and verify with the vet and otherwise that Adopter has kept all the contract terms. If Adopter has kept the contract terms under this agreement, HoHH will issue ownership registration papers to Adopter, subject to a right of first refusal and conditions of transfer described in paragraph 8 below.
6. If Adopter does not apply for ownership at the end of the probation period, the parties deem the probation period to continue until Adopter applies for ownership registration papers, passes follow-up contract verification, and receives ownership registration papers; HoHH also has the option, but no obligation, to unilaterally issue ownership registration papers to Adopter.
7. During the probation period, Adopted Equine cannot be considered Adopter's personal property:
 - a. If Adopter dies, becomes incapacitated, or incarcerated, Adopter's family members or heirs will contact HHT to prepare either Adopted Equine's transfer paperwork or return to HoHH.
 - b. If Adopter is currently married, Adopter's spouse understands Adopted Equine cannot be considered an asset in the event of divorce. _____ *Adopter's spouse's initials*

8. Ownership transfer and Right of first refusal: If, after receiving ownership registration papers, Adopter desires to transfer ownership of Adopted Equine, Adopter will notify HoHH by certified mail, return receipt requested. HoHH shall have the right of first refusal; that is, HoHH may purchase Adopted Equine back for the adoption fee or by matching a bona fide offer, whichever is less. HoHH shall have thirty days, following receipt of Adopter's notice, to provide Adopter written notice of its intent to exercise the option, via certified mail, return receipt requested. If HoHH fails to do so, the parties will deem the option waived. Adopter will provide HoHH proof of a bona fide offer by including the name, address and telephone number of the prospective owner. If HoHH waives its right of first refusal, HoHH will require the prospective owner to fill out the same adoption application and will spend the same time and effort in verifying their information. Adopter and the prospective owner shall fill out and return HoHH's "Adopter Transfer of Ownership Agreement" within thirty days of transfer. HoHH shall provide and pay for the return transportation of Adopted Equine if it exercises its right of first refusal.

9. Adopter agrees never to sell Adopted Equine at auction or for slaughter, to a horse broker, or feed lot.

10. Section I, paragraphs 2, 3, 4, 8 and 9 are material terms of the contract. If Adopter breaches these terms, Adopter will return Adopted Equine immediately following HoHH's request.

_____ **Section II. Standards of Health Care**

1. Adopter agrees to use Dr. _____ located at _____
_____ (phone: _____)
as Adopted Equine's veterinarian (hereinafter "the vet"). Adopter will notify HoHH of the new vet's information within 30 days of changing vets. Adopter will pay 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. The vet 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) yearly vaccines, to include at a minimum flu and tetanus, and all others the vet recommends. If Adopter administers the vaccines, Adopter must send a copy of the vaccine sales receipt.

c) Coggins test

Adopter will ensure Adopted Equine receives prompt, proper veterinary care for any illness or injury. Adopter gives HoHH the right to access Adopted Equine's medical records, and will send HoHH a copy of the annual exam report within 30 days of receiving the report. A copy of this contract authorizes any vet to release records, and billings for care, regarding Adopted Equine, to HoHH.

3. Adopter agrees to use _____ located at _____
_____ (phone: _____)

as Adopted Equine's farrier. Adopter will notify HoHH of the new farrier's contact information within thirty days of changing farriers. The farrier will provide hoof maintenance care at a minimum of 8-10 week intervals or as the farrier directs. Adopter will pay for all farrier services from the date of this contract forward.

4. Adopter will deworm Adopted Equine a minimum of every twelve weeks, or as directed by the vet.

5. Death: Adopter will report to HoHH if Adopted Equine dies while in Adopter's custody. Adopter will send a copy of the veterinarian report of cause of death within thirty days of the death. If Adopted Equine suffers a life-threatening condition during the probation period, Adopter will notify HoHH immediately. HoHH will make the final decision on euthanasia. Exceptions will be made only for :

- a) acts of mercy in the event of an emergency when notice is not possible
- b) the vet advising Adopted Equine be euthanized.

6. Adopter will annually provide HoHH a hard copy of a current full-body photo of Adopted Equine.

7. Standards of health care listed in Section II, paragraphs 1 through 4 above are material terms of the contract. If Adopter fails to meet any of the health care standards in these paragraphs, Adopter will return Adopted Equine immediately upon HoHH's request.

Section III. Breeding

1. Stallions:

a. If Adopted Equine is an intact male on the adoption contract date, Adopter agrees to geld Adopted Equine on a date the vet selects. The Adopter will pay for the gelding.

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 will never breed her.

b. HoHH is the sole owner of any offspring born to Adopted Equine. Adopter will turn over any such offspring to HoHH immediately upon HoHH's request. If Adopted Equine was pregnant on the contract date, HoHH gives Adopter the first option to adopt the offspring.

c. If despite all precautions a mare manages to breed, Adopter will notify HoHH as quickly as possible.

3. All the terms of Section III are material terms of the contract. If Adopter breaches these terms, Adopter will return Adopted Equine immediately upon HoHH's request.

Section IV. Standards of Humane Care, Location of Adopted Equine

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.

3. Adopted Equine will reside at: _____
Adopter will allow HoHH and its agents to visit Adopted Equine, at any reasonable time, without prior notice, to verify Adopter's humane care. Entry upon the premises for such purposes shall not constitute a trespass.

4. Use of Boarding Facility: If using a boarding facility, Adopter will provide HoHH with a copy of a completed HoHH “Boarding Agreement” from the Boarding facility within ten days of entering the boarding facility. In advance of moving Adopted Equine to any subsequent facility, Adopter will provide HoHH with the following: the name, contact person, address, and phone number of the facility. If Adopter fails to provide the facility agreement to HoHH, Adopter agrees that any boarding facility having possession of the Adopted Equine shall accept a copy of this agreement as evidence of the adopter’s express authority for HoHH to inspect and repossess the Adopted Equine.
5. Adopter may not remove Adopted Equine to another location for more than thirty days during the probation period unless Adopter notifies HoHH prior to the move and the new location passes HoHH’s inspection. Adopted Equine will not leave the continental United States during the probation period.
6. Adopter will notify HoHH immediately upon discovering Adopted Equine’s disappearance.
7. Adopter shall not remove or alter Adopted Equine’s freeze mark.
8. Section IV, paragraphs 1 through 5 are material terms of the contract. If Adopter breaches these terms, Adopter will return Adopted Equine immediately following HoHH’s request.

_____ **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. HoHH may apply any part of the adoption fee towards another adoption within six months.
5. If Adopter must return Adopted Equine to HoHH, and HoHH agrees to pick up the animal, on the pickup date Adopter agrees to walk the animal onto HoHH’s transport vehicle, or confine it in an area no larger than 100’ by 100’.
6. 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.
7. Liquidated damages: Adopter agrees to pay HoHH a minimum of \$600.00 per equine as liquidated damages in the event of breach of contract. These liquidated damages represent HoHH’s staff and administrative expenses in the event of a breach, and do not bar HoHH from also seeking return of the animal by judicial process or other legal means, and recovering those costs.
8. Recovery costs and attorney’s fees: Adopter will pay all necessary and reasonable costs HoHH incurs recovering the possession of Adopted Equine pursuant to this contract. These costs include all court costs and attorney’s fees incurred enforcing and litigating HoHH’s rights under this agreement.

9. Adopter does not have any prior or present affiliation or connection with Adopted Equine's prior owner or adopter.
10. Adopter and adopter's immediate family do not now, and will not during the time Adopter possesses Adopted Equine, own, pad or show a padded horse.
11. Breach: HoHH shall have the right to determine, in its sole discretion, if Adopter has breached the material terms of this agreement, which includes finding Adopted Equine living in an unhealthy condition or environment. Material terms include, but are not limited to, Adopter's agreement to return Adopted Equine under: Section I, paragraph 4 (unable/unwilling to meet contract terms), Section I, paragraph 10 (material breeches of Section I), Section II, paragraph 7 (material breeches of standards of healthcare), Section III, paragraph 3 (breeches of breeding stipulations) and Section IV, paragraph 8 (material breeches of humane care and location terms). In the event of breach, HoHH shall have the right, but not the obligation, to:
- a) terminate this agreement
 - b) terminate all interest and rights of possession that Adopter may have in the Adopted Equine
 - c) take possession of Adopted Equine
12. Repossession: If HoHH determines Adopter has breached the contract, and HoHH exercises its right to take possession of Adopted Equine, Adopter authorizes an agent of HoHH to remove Adopted Equine from Adopter's custody. No court order shall be required for HoHH's agent to enter the facility where Adopted Equine is located and reclaim possession of Adopted Equine. HoHH's agent's entry to remove Adopted Equine under this contract shall not constitute a trespass. Adopter indemnifies and releases HoHH from all liability or claims associated with any expenses (including but not limited to: boarding, vet, farrier and transportation fees) related to possession of Adopted Equine, up to the time HoHH gains possession of Adopted Equine. Adopter agrees to indemnify and release HoHH for all liability or claims associated with HoHH exercising its right to reclaim Adopted Equine. Adopter shall remain responsible for the liquidated damages referred to in Section V, paragraph 6.
13. 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.
14. Adopter must notify HoHH within thirty days of changing address or telephone number. HoHH requests the following information about one of Adopter's relatives, or friends, who is not living with Adopter:
- Name _____ Address: _____
- Phone: _____ Email: _____
15. The parties to this agreement hereby agree that Tennessee law shall apply to the construction and enforcement of this contract. If any dispute arises regarding the performance of this contract, the parties expressly agree that only those courts located within Knox County, Tennessee will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.
16. 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.
17. This contract constitutes the entire agreement between Adopter and HoHH. All prior negotiations are merged into this contract, and there are no other understandings or agreements between Adopter and HoHH other than those enumerated herein.