

Way's Ranch Association

Adoption Contract

DESCRIPTION OF EQUINE:

Equine's Name: _____
Approximate: _____ Age: _____ Sex: gelding / stud / mare
Breed: _____ Species: horse / pony / mule / donkey
Color: _____ Markings: _____
Tattoos: _____
Scars: _____
Approx. height (taped): _____ Approx. Weight (taped): _____

ADOPTORS INFORMATION:

Name: _____
Equine Location: _____
City/ State/ Zip code: _____
If mailing address is different from equine address:
City/ State/ Zip code: _____
Home Phone: _____ Business Phone: _____
Cell Phone: _____ Email Address: _____

References:

One of these references must be from the veterinarian that will be taking care of the said equine.

1. Name: _____ Phone: _____
Relationship: _____ Email: _____
Address: _____
Notes: _____
2. Name: _____ Phone: _____
Relationship: _____ Email: _____
Address: _____
Notes: _____
3. Name: _____ Phone: _____
Relationship: _____ Email: _____
Address: _____
Notes: _____

THIS AGREEMENT is made on this day of, by and between

_____ hereinafter referred to as the "Adopter" and Way's Ranch Association
Hereinafter referred to as "The Rescue".

Adopter agrees to pay the adoption fee of \$ _____

1. Adopter understands and agrees that the equine identified in this contract remains property of the Rescue for a period of five years beginning on the above date. The equine will be maintained and cared for by the Adopter under this agreement and that if, in the opinion of the Rescue, Adopter has maintained and cared for the equine in a manner as set forth in the Adoption Policy's "Standards of Care," Adopter will be allowed to retain the equine and all right, title and interest to the equine will be released to the Adopter after the end of this five-year period.
2. Adopter understands that during this five year period, Adopter may not sell, give away, lend, lease, sell for slaughter, remove from the Adopter's personal supervision and control, or move the equine from the address described herein, except for emergencies, shows, trail rides, and other situations, without the written approval of the Rescue. During the life of the Equine, except in a case of explainable emergencies, shows, trail rides, and other temporary situations, should the equine not be at the location as stated herein upon inspection by a Rescue representative, Adopter will be immediately relinquish any rights or interest Adopter may have in the equine and Adopter shall assist in every way possible to locate and return said equine to the Rescue. Adopter will be responsible for any costs incurred by the Rescue to acquire and transport said equine to the Rescue facilities.
3. Should Adopter decide that the equine is no longer wanted for any reason during or after the five-year period of this contract, Adopter understands that the Rescue will take the equine back and attempt to place it with another adopter.
4. Adopter agrees that the equine will never be sold for slaughter or sold through any auction for any reason whatsoever and that all sales or lease contracts hereafter shall so stipulate and that this sentence shall be included in whole.
5. Adopter agrees that, during this five-year period, should it become necessary to euthanize said equine for medical reasons Adopter must provide a statement as to the cause and agreement of said action to the Rescue signed by a licensed veterinarian.
6. Adopter agrees that, during this five-year period, said equine shall reside at a property that has been inspected and approved by the Rescue and that, should the property not belong to the Adopter, all terms of this agreement shall apply as if the property belonged to the Adopter.
7. Adopter agrees that, during this five-year period, an authorized representative of the Rescue may enter the property where said equine resides during normal business hours and without notice to determine if all conditions of this Adoption Contract are being complied with completely. Adopter understands that should a violation of any of these terms found in this agreement be found during the five-year period, and in the judgment of at least two members of the Board of Directors of the Rescue such conditions represent a danger to the health and welfare of the equine, Adopter hereby authorizes a representative of the Rescue to enter the property at any time and without cause or warrant upon the land where said equine resides and take immediate physical possession of said equine without recourse from Adopter. If the equine is determined by a veterinarian to be in a debilitated or unhealthy conditions on the return due in part or in whole to Adopter's failure to comply with the terms of this contract, Adopter will be responsible for and hereby agrees to reimburse the Rescue for all costs incurred to return the equine to a healthy condition.
8. Adopter further agrees that, during this five-year period, 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 possession and under Adopter's care and control. Therefore, Adopter agrees and understands that neither the Rescue nor its employees or agents will be liable for any damages or injuries caused to Adopter or any third person by the equine once Adopter receives

delivery of the equine, including but not limited to damages or employees or agents as a result of any conduct of the equine after Adopter has taken possession of the equine, Adopter agrees to indemnify and hold the Rescue, its employees, and agents harmless from any such claim, including costs of attorney's fee resulting from such claim.

9. Adopter may personally return the equine to the Rescue or Adopter may arrange for their return to the Rescue by an authorized representative of the Rescue if Adopter so desires at any time during the equine's life. In the event of Adopter's death, Adopter's heirs will return the equine to the Rescue.
10. The Adopter agrees never to breed the above-described equine for the duration of the equine's life. If the equine is bred, the foal must be returned to the Rescue once it is old enough to be weaned.
11. Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein and signed by Adopter.
12. I understand that it is my responsibility to read, understand and obey the current adoption policies of the Rescue. These policies are posted on the Rescue's website and printed copy is available upon request.
13. You have 24 hours to return the horse with a full refund. Any time after the 24 hours the adoption fee goes into the rescue funds. Any and all deposits are non-refundable and horse must be picked up within one week or a \$6.00 charge per day will be assessed.

Additional Requirements or Waivers:

Date: _____

Signature/s of Adopter/s: _____

Printed Name/s of Adopter/s: _____

The above stated adoption fee of \$_____ is hereby accepted by: _____

This contract is hereby accepted on behalf of Way's Horse Ranch Association By:

Date: _____

Signature of Agent (Rescue officer or Director): _____

Printed Name of Agent: Terry Way

Veterinarian Agreement

1. I, the Adopter, hereby give permission for the vet, _____, to discuss any and all information about the said equine.
2. If I, the Adopter, do change veterinarians within the time of the contract I will notify the Ranch of said changes and give written consent to said veterinarian.

Veterinarian Referenced:

Name: _____ Phone: _____

Address: _____

Name of clinic: _____

I hereby agree to this agreement:

Signature: _____ Date: _____

Printed Name: _____

Witness Signature: _____ Date: _____

Printed Name: _____