



Rising Starr Horse Rescue
93 Silver Spring Road Wilton, CT 06897
www.Risingstarrhorserescue.org
(203)762-6046 or (203)257-8345

ADOPTION AGREEMENT

This Adoption Agreement is made and entered into as of the last date listed below, by and between Rising Starr Horse Rescue Corp., a Connecticut not-for-profit corporation (hereinafter "RSHR") and the person signing below (hereinafter "Adopter").

For valuable consideration as hereinafter described, the parties agree as follows:

1. **Adopted Horse.** Adopter hereby adopts the horse identified in this paragraph subject to all the terms and conditions of this Agreement.

Horse Name: _____, Tattoo or Registration Number: _____,
Microchip: _____.

2. **Adoption Fee.** Adopter shall pay RSHR a one-time Adoption Fee of \$ _____, which sum shall be due and payable upon execution of this Agreement by both parties hereto.

3. **Title, Risk of Loss, and Liability.** Title, Risk of Loss, and Liability with respect to the Adopted Horse shall pass to the Adopter upon receiving physical possession of the Adopted Horse at the premises of RSHR and upon accepting possession thereof, or through its transportation agent. Adopter does hereby indemnify and hold harmless RSHR with respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, reasonable attorney's fees incurred in connection with the response to, or defense of, any such claim. Adopter shall be solely responsible for transportation and costs thereof for removal of the Adopted Horse from RSHR's premises and for obtaining a valid health certificate prior to such transport.

4. **Trial Period, Limited Right of Return.** Adopter shall be granted a period of ten (10) days following the receipt of physical possession of the Adopted Horse by the Adopter to determine suitability of the Adopted Horse ("Trial Period"). If the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to RSHR as follows:

- (i) Notice of the intent to return the Adopted Horse must be received in writing by RSHR within the Trial Period via the Horse Surrender Agreement Form. See RSHR return Policy.
- (ii) If Adopter elects to return the Adopted Horse, Adopter shall be solely responsible for arranging and paying for all transportation costs incurred for return of the Adopted Horse to RSHR.
- (iii) The Adopted Horse must be returned in the same or better condition it was received, including but not limited to weight, health, vaccination/deworming/shoeing status.
- (iv) If Adopter complies with Section (i) through (iii) RSHR shall provide the Adopter with an Adoption Credit equal to the Adoption Fee paid, or adoption fee less \$300.00 processing fee will be returned. If Adopter returns the Adopted Horse but fails to comply with Section (i) through (iii), the Adoption Fee or Adoption Credit shall be forfeited by Adopter.
- (v) RSHR will notify the Adopter once there is a space available for the Adopted Horse to be returned. Under no circumstances shall an Adopted Horse be dropped off without notice/prior approval of RSHR.

5. **Boarding Agreement.** Prior to removal of the Adopted Horse from the RSHR premises, Adopter shall provide RSHR with a written document signed by an agent of the facility to which the Adopted Horse is being transported and will be boarded. The Boarding Agreement shall include the contact person, physical address, and phone number of the boarding facility, a written acknowledgment that:
- (i) the boarding facility has been provided with a copy of this Agreement;
 - (ii) agrees to be bound by all its terms, and;
 - (iii) that any claim for board shall be subordinate to the rights of RSHR under this Agreement. RSHR Boarding Agreement must be returned prior to adoption.
6. **Reporting/Inspection Term of Agreement.** The parties hereby agree that the ("Probation Period") for purposes of Adopter Reports and Inspection, the inspection and reporting term shall be for a period of 24 months from the date of execution of this Agreement. During the Probation Period of this Agreement Adopter agrees to provide:
- A. Update Reports.** At the conclusion of the third, sixth, and twelfth month following the date of execution of this Agreement, or as requested by RSHR (and within seven (7) days of serious injury, illness, or death of the Adopted Horse), Adopter shall provide a written update report to RSHR which shall include:
- (i) A current full body photograph of the Adopted Horse without blanket or tack taken within 15 days of submission;
 - (ii) A narrative description of the Adopted Horse's progress and condition on the Update Report Form and any additional information requested by RSHR;
 - (iii) Complete information concerning any change in the boarding facility, horse location, Adopter address, email, phone number; or
 - (iv) In the event of serious injury, illness or death, a complete, signed veterinary report.
- B. Information/Inspections.**
- (i) Within seven (7) days' notice from RSHR, Adopter shall provide copies of any veterinary records, receipts, or reports concerning the Adopted Horse;
 - (ii) Adopter shall provide fourteen (14) days' advance written notice to RSHR prior to relocating the Adopted Horse;
 - (iii) Adopter expressly authorizes RSHR representatives to inspect the Adopted Horse at any time, at any location, including but not limited to, any private stable location.
7. **Prohibited Acts/Sale of Horse.** Adopter expressly agrees that the Adopted Horse shall not be placed in training as a racehorse, entered into a race, be offered for sale at public auction, be sold directly or indirectly for the purpose of slaughter, or be used as a means of transportation on any public roadway. Adopter shall NOT have the right to sell the Adopted Horse to a third party except under these conditions:
- (i) It is beyond the 24-Month Probationary Period set forth above and all updates (details in Section 6) have been submitted and have confirmed receipt by RSHR;
 - (ii) Written notice of a proposed sale is immediately provided to RSHR which contains the terms and conditions of a bona-fide third party offer ("Offer"). RSHR shall have the right, but not the obligation, to purchase the horse at the same price as the Offer ("Right of First Refusal"). RSHR shall arrange transportation to an RSHR facility;
 - (iii) RSHR, upon receiving the above notice, declines its Right of First Refusal;

(iv) RSHR MUST be provided with a copy of the fully executed written Adoption Agreement form from the new owner attached hereto as Exhibit B.

8. **Standard of Care.** In caring for the Adopted Horse, Adopter shall exercise the degree of care, at a minimum, as set forth in the standards adopted by the Humane Society of the US.

(http://www.humanesociety.org/animals/horses/tips/horse_care_guidelines.html?referrer)

(<http://www.google.com/>) shall include customary shoeing, worming, vaccination, and nutrition sufficient to maintain the Adopted Horse at a minimum score of 4 on the Henneke Scale

(<http://www.habitatforhorses.org/the-henneke-body-condition-scoring-system/>).

9. **Limited Option of RSHR to Void Adoption Agreement.** It is expressly agreed that RSHR shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, for any reason, whereupon all right, title, and interest in the Adopted Horse shall immediately revert to RSHR which may immediately retake possession of the Adopted Horse without further legal action and without further legal recourse by Adopter and with no refund of any Adoption Fee. Adopter further expressly agrees that RSHR shall be entitled to immediate injunctive relief in order to enforce the terms of this paragraph by virtue of there being no other adequate legal remedy for such enforcement. In the event of the exercise by RSHR of its rights under this paragraph, Adopter shall be obligated to pay all costs incurred by RSHR.

(i) RSHR may, in its sole discretion, conduct random and unannounced visits to inspect the Adopted Horse and its, environment;

(ii) In the event that RSHR determines that Adopter is not in compliance with this Agreement or that the Adopted Horse is in an unsatisfactory condition or environment, RSHR shall have the right, but not the obligation, to terminate this Agreement;

(iii) RSHR may terminate all interest and rights of possession that Adopter or its assignees may have in the Adopted Horse; and take possession of the Adopted Horse as provided in (iv) below.

(iv) If RSHR reclaims possession of the Adopted Horse, the following shall apply;

- No court order shall be required for RSHR to enter upon the facility in which the Adopted Horse is kept and to reclaim possession of the Adopted Horse;
- Adopter agrees to indemnify, release, and hold harmless RSHR from any and all liability or claims associated with any expenses (including without limitation board, veterinary fees, farrier charges, transportation fees) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to RSHR.
- Adopter agrees to indemnify, release, and hold harmless RSHR from any and all liability or claims associated with RSHR's exercising its rights to reclaim the Adopted Horse.
- Adopter shall not be entitled to the return of the Adoption Fee.

10. **Warranties and Disclaimers.** RSHR hereby warrants and represents that it is the owner of the Adopted Horse and has full right and title thereto for purposes of entering into the terms of this Agreement. Adopter warrants and represents that all information contained in the Adoption Application is true, correct and complete. RSHR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE, OR ANY OTHER EVENT, COVENANT CONDITION, OR OCCURRENCE INCLUDING WITHOUT LIMITATION THE TEMPERAMENT OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING, ALL OF SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. ADOPTER ACKNOWLEDGES THAT RSHR MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

11. **Penalty.** Should Adopter default or breach the terms of this Agreement, Adopter shall be obligated to pay \$5,000 to RSHR in damages.
12. **Choice of Law, Venue and Warning.** This Agreement shall be governed and construed according to the laws of the Commonwealth of Connecticut, and venue for any action brought to enforce its terms shall be vested in the Fairfield County Courts to the jurisdiction and venue of which Court both parties hereby consent. This Agreement shall be binding upon the parties, their respective heirs, successors, and assigns. The waiver of any provision hereof by RSHR on any one occasion shall not affect a waiver of any provision hereof or of any provision of any other agreement to which RSHR is a party. This Agreement is the entire Agreement and may be modified only in writing, and this Agreement may be executed in counterparts, by fax, original, or electronic signatures. **WARNING: UNDER CONNECTICUT LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below written by Rising Starr Horse Rescue.

DATE: _____

Kelly Stackpole (RSHR executive director): _____

“ADOPTED” BY: _____ DATE: _____

PRINT NAME: _____

Address: _____

Phone: _____

Email: _____