

BAY STATE EQUINE RESCUE, INC.

415 Hunt Road
Oakham, MA 01068
508-882-3704

www.BayStateRescue.org

ADOPTION CONTRACT

This contract is entered into on this _____ day of _____, 20____, between the Bay State Equine Rescue, Inc. and _____ (hereinafter named Adopter).

Adoption Equine

The adopter agrees, in accordance with the terms and conditions set forth in this agreement and the BSER rules and regulations, to adopt and care for this equine known as _____ (Name), a _____ year-old _____ (color), _____ (Mare/Gelding), _____ (Breed), _____ (registration #) with the following markings: _____

Transfer of Adoption Equine

Bay State Equine Rescue, Inc., agrees to transfer possession of _____ To the Adopter subject to the conditions set forth in this agreement. The Adopter understands that this agreement is not an agreement of sale. This agreement DOES NOT transfer title to or ownership interest in the equine to the Adopter.

The Adopter understands that no adoption fee is required for this transaction. Donations are accepted. The Adopter will be encouraged to participate in fund raising activities of the Bay State Equine Rescue, Inc. Any fees incurred due to this adoption process are the responsibility of the Adopter.

Terms and Conditions

The Adopter understands that animals adopted from the Bay State Equine Rescue, Inc., have no guarantees regarding training level, soundness, temperment or general condition. The Adopter assumes full responsibility for any personal injury, property damage or death caused by this equine. The Adopter agrees to hold harmless and indemnify Bay State Equine Rescue, Inc., any of its volunteers, all persons associated with the program, its facilities, foster homes and service providers for any actions of the adopted equine.

Prior to executing this agreement, the Adopter completed an Adoption Application. The Adopter understands that any misrepresentation in the adoption application constitutes a breach of this agreement, and could result in immediate removal of all adoption equines from the Adopter.

The Adopter understands that caring for a horse can be expensive. The Adopter is at least age 25 and has shown proof of financial stability. The Adopter understands that he/she is responsible for any and all financial obligations to the adoption program and to the adopted equine. The Adopter is NOT eligible to any reimbursement of any funds whatsoever directly or indirectly related to the Adopter's possession of the adopted equine.

The Adopter understands that Bay State Equine Rescue, Inc. retains ownership of the adopted equine. Under no circumstances will the Adopter sell, assign, dispose of or transfer any interest in the equine, or remove the same from his/her care without a specific and previous agreement with the above named rescue.

The Adopter agrees that, at any reasonable time, representatives of Bay State Equine Rescue, Inc. may visit the facility to confirm that the Adopter is providing care in accordance with the terms of this agreement. In the event that the Adopter desires to move the adopted equine, the Adopter agrees to notify the above mentioned rescue of the proposed move. Bay State Equine Rescue, Inc. must approve any relocation facility.

The adopter understands that the adopted equine may have health, training or use limitations that must be adhered to, set forth by the Bay State Equine Rescue, Inc. under the recommendation of the rescue veterinarian. The Adopter agrees to abide by these limitations.

The Adopter agrees that the adopted equine will not be used for breeding purposes. Bay State Equine Rescue, Inc. has a very strict NO BREEDING POLICY. Any infringement of this policy will result in removal of the adopted equine. Any foal produced in violation of this agreement becomes the property of Bay State Equine Rescue, Inc.

If for any reason the Adopter is unable to unwilling to care for the adopted equine under the terms and conditions set forth in this agreement, the Adopter will immediately notify Bay State Equine Rescue Inc. The Adopter agrees to return the equine in good condition, including up to date on all shots, worming, farrier and any prescription requirements. . The Adopter agrees to return the equine to the rescue and to pay for any fees involved with this transaction.

In the event that Bay State Equine Rescue, Inc. determines that the Adopter is in breach or default of any term or condition of this Agreement, Bay State Equine Rescue, Inc. may enter the facilities where the adopted equine is being kept and may retake possession of the equine. Bay State Equine Rescue, Inc. may enter the facilities for the purpose of determining if a violation has occurred. In the event the Adopter has more than one adopted equine, and if at any time Bay State Equine Rescue Inc. determines that proper

care is not being provided to any of the adopted equines, the rescue will retake possession of all adopted equines. The Adopter agrees to pay all fees incurred in this repossession action. The Adopter agrees to pay reasonable attorney fees and court costs to Bay State Equine Rescue, Inc. in the event that this matter is forwarded to an attorney and/or court for enforcement.

This agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the state of Massachusetts. The parties hereto shall consent to jurisdiction of the courts of Massachusetts for all purposes and for any disputes arising under the agreement.

This Agreement shall not be modified without Bay State Equine Rescue, Inc. approval.

In the event that any term of the agreement is held to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent of the law.

The rights and obligations of the parties under this agreement are not assignable except by the written agreement of both parties. In the event of the death or incapacitation of the Adopter, Bay State Equine Rescue, Inc. will regain possession of the adopted equine.

This agreement constitutes the entire agreement between the parties. All prior negotiations and discussions are merged into this agreement and there are no understandings or agreements between the parties other than those incorporated herein. By signing this Agreement, the Adopter represents that he/she understands and agrees to follow the terms and conditions set forth in this agreement.

FACILITIES

Must have at least one acre of clear-cut pasture per large animal. In situations where one acre of land per horse is not available, the horses must be exercised at least 4 times a week in addition to turn-out time.

Must have either an individual stall for each horse that measures 12' x 12' or a three sided shed in a paddock to protect the equine from bad weather. The three-sided shed must have a 12' x 12' area per horse. Stalls must be deeply bedded and cleaned daily.

Must have acceptable fence that is at least 4' high, horse safe and completely visible.

Exceptions to these requirements may be granted depending on the horse, the region and its predominant weather, but they must be approved in writing by Bay State Equine Rescue, Inc.

PROHIBITED OR REQUIRED ACTS

The Adopter will not sell or transfer the equine for the life of the horse. No adoption horse can ever be sold or transferred to another person. If the Adopter determines they can no longer care for the equine, the Adopter is required to send the horse back to Bay State Equine Rescue, Inc.

The Adopter will contact Bay State Equine Rescue, Inc. for the following reasons:

- 1) Prior to the horse being moved to another residence. For each new home of the horse the adopter must receive approval.
- 2) If the adopted horse dies. The Adopter must obtain a certificate of death from the attending veterinarian.
- 3) If the horse has serious illness of longer than 30 days or serious injury requiring long term care.
- 4) If the adopted horse will be away from its normal residence for longer than 60 days.
- 5) If there is any question that the Adopter can no longer care for the adopted equine or meet all the conditions of this adoption.
- 6) When the Adopter provides updates on the equine.

Should the Adopter determine he/she can no longer care for the adopted equine, the Adopter agrees to return the horse to the rescue and pay for all expenses due to the return.

It is prohibited to breed an equine of the Bay State Equine Rescue, Inc.

REQUIRED LEVEL OF CARE

The level of care of adoption horses should meet or exceed the standards recommended by the equine industry.

The equine must have all annual shots according to the applicable state laws or regulations. The equine must have proper hoof care including farrier visits for trimming and/or shoeing every 6-8 weeks. The horse must have yearly dental exams including teeth floating.

The horse must have daily turnout when the weather permits. The horse must have access to at least 20 gallons of fresh water each day. A spring fed pond, or a running brook qualifies. Any type of stagnant water does not meet this requirement.

Each horse must be fed according to its individual needs, work loads and lifestyle. All feeds must be of high quality. Feed should include, high quality hay, grain and grasses if available. Treats should be given regularly: carrots, apples.

The equine must not be worked beyond its ability. The horse needs proper training and progression to prepare for the physical demands you ask of it.

The Adopter will not allow anyone to ride the horse if they weigh more than 20% of the horse's weight. The horse will not pull anything weighing more than 30% of its weight. A veterinarian will be called promptly for sickness and injury. No adopted equine will be used during sickness, injury or recuperation from an injury. Any time the horse is worked it must be sound and healthy.

ADMINISTRATIVE

The Adopter must abide by all rules and regulations of this Adoption Contract. If the Adopter fails to do so, the horse may be recovered by the program at any time. Any falsification or misrepresentation is grounds for recovering all adopted horses. In case of any disagreement between the Adopter and Bay State Equine Rescue, Inc. the rescue has final decision on what is best for the adopted equine.

In the case of a life threatening emergency, the Adopter has the authority to make the decision to euthanize the horse. This must be done under the recommendation of a veterinarian. The Adopter must show proof of the veterinarians prescription. Should the horse be injured less than a life threatening emergency, the Adopter must call the Bay State Equine Rescue, Inc. to discuss the best procedure for the horse. No Adopter will put a horse down for less than life threatening, immediate, emergency circumstances.

Adopted equines placed in lesson or trail programs will have this stated in the Adoption Application. Lesson horses are not to be used for more than two one-hour lessons per day; trail horses are not to be used for more than two one-hour trail rides per day and neither can be used in excess of more than 6 days per week. Both lesson horses and trail horses must have one day of rest per week.

In cases where the Adopter has neglected his/her responsibilities to the horse, according to the terms of this contract, causing a wrongful death of the horse or abused the horse in anyway, an additional \$10,000 fine will be added to the value of the horse in any legal action filed by the Bay State Equine Rescue, Inc. against the Adopter.

RULES FOR EQUINE EXCHANGE

The Bay State Equine Rescue, Inc. takes every measure possible to help the Adopter understand the commitment involved in adopting an equine. This responsibility is assumed to be for the rest of the equines natural life.

Bay State Equine Rescue, Inc. will take back every horse that is not working out with an Adoption. We will assist the Adopter to find a more suitable mount. We will help the

Adopter develop reasonable equine goals so both will have the best possible chance at success. The Adopter is responsible for all expenses in equine exchange or return.

No adoption donations are ever reimbursed. No reimbursement under any circumstances will be made.

For the Adopter to be entitled to an exchange, the equine returning to the rescue must be in the same general physical condition and soundness as when he/she left the rescue. All health care must be up to date (shots, farrier, dental, physicals, worming, etc.) All records (medical, training, maintenance) for the equine must be turned over to the rescue at the time of the return.

For each Adoption Application there is a \$100 fee.

I have read, understand and will abide by all the terms and conditions of the Adoption Contract of the Bay State Equine Rescue, Inc. Adoption Program. If an anytime I have questions about these conditions or any other situations regarding these rules and regulations I will contact the rescue. I understand that it is not required to sign this document but by signing the adoption contract or accepting an adoption horse you are agreeing to abide by all the contents of this document.

On this date is everything on your Adoption Application still consistent and true? _____
If no, what has changed? _____

The Bay State Equine Rescue, Inc. is currently aware of the following limitations of this adoption equine. _____

Name of Adopter: _____

Home Email Address: _____

Home Telephone Number: _____ Work: _____

Street Address: _____ P.O. Box _____

City: _____ State: _____ Zip _____

Signature of Adopter Date: _____

Signature of Bay State Equine Rescue, Inc. Representative Date: _____