

# New Beginnings Equine Placement, Inc.

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## Mission Statement

*"We are a non-profit, tax-exempt 501(c)(3) animal welfare organization that supports the responsible use of working, sport and pleasure horses. Our goals are to prevent the neglect or abuse of any equine, to offer equine educational programs to the community and to provide shelter and rehabilitation for those equines in need."*

## ADOPTION AGREEMENT

**PLEASE READ THIS DOCUMENT CAREFULLY AND DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND IT.**

*This agreement is between:*

Name:	(hereinafter called <b>Adoptive Owner</b> )
Address:	
Telephone (home, cellular):	

**And:**

Name: New Beginnings Equine Placement, Inc., hereinafter called "NBEP."

*It is an agreement to ADOPT a horse, this is NOT a sale. It transfers ownership at no charge and with conditions from NBEP to Adoptive Owner for the following equine:*

Breed:	(Approximate) Age:	
Name:	Sex:	Height:
Markings/Color:		
Injuries/ailments/problems/vices:		

*Thank you for choosing a rescue horse in need of a good, loving home!  
No goods or services were provided in exchange for this transfer of ownership.*

<b>Page 1 of 4: I have read, verified and understood page 1.</b> Adoptive Owner initials: _____ Date _____
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**ADOPTIVE OWNERS: Please READ these notes BEFORE signing.**

- *The adopted horse may take **three or more months** to adjust to his/her new environment. This change in housing and routine may produce changes, either adverse or otherwise, in the behavior of the horse. Additional training for both riding, ground manners and ease of transition at the new stable may be necessary, at the expense of the Adoptive Owner.*
- *NBEP makes **no guarantees** in writing or verbally on the general condition, soundness, temperament, or riding ability of any animal available for adoption. NBEP will gladly honor the Adoptive Owner's request for a pre-purchase veterinary examination, the expense to be paid by the Adoptive Owner. NBEP will provide Adoptive Owner with any medical records it has regarding the horse.*
- *Horses are unpredictable animals. Consequently, **Adoptive Owner agrees to hold NBEP free from all liability for any injury to persons or damage to or loss of property once this contract is signed and forever after.***

<p><b>I have read and fully understand the above notes.</b></p> <p><b>Adoptive Owner signature:</b> _____ <b>Date</b> _____</p>
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**TERMS OF AGREEMENT**

1. Limitations: This horse **cannot be raced or used as a polo pony**. New Beginnings Equine Placement, Inc. may repossess said horse without notice if used for either of the aforementioned.
2. Training Issues: Because the history of this horse is unknown, the Adoptive Owner may be interested in pursuing additional training for discipline or riding. Adoptive Owner will pay for all costs of additional training.
3. Transportation Stipulations. Horse must be transported in a safe and proper vehicle: a licensed, inspected, registered horse trailer. The trailer must clearly be safe, i.e.: no floor rust/rot, adequate padding on the sides, proper roof height for the horse, proper size for the horse. If the Adoptive Owner chooses, transportation may be available through NBEP at the cost of \$1.25/mile round trip, with a minimum transport fee of \$30. Costs are tax deductible donations.
4. Mortality Issue: It is agreed that this horse **will never** be sent to a slaughter facility. If a licensed VETERINARIAN determines that the horse should be euthanized, NBEP retains the right to consult with the Adoptive Owner's veterinarian BEFORE euthanasia. *Exception: emergency euthanasia.* If after consulting with the veterinarian, NBEP determines that the horse would be better served at the NBEP facility, NBEP will repossess the horse. In the event of euthanasia, it must be done in a humane way by lethal injection administered by a licensed veterinarian. Adoptive Owner pays all costs associated with euthanasia, including body disposal. In case of death, NBEP requests a signed statement from the attending veterinarian stating the cause.

<p><b>Page 2 of 4: I have read, verified and understood page 2.</b></p> <p><b>Adoptive Owner initials:</b> _____ <b>Date</b> _____.</p>
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5. Medical and Physical Condition: Adoptive Owner agrees to provide any professional medical care this horse should need. The Adoptive Owner grants NBEP full access to any records at any time on the care of this animal as well as the names and addresses of any veterinarians used in the care of this horse. Adoptive owner also agrees to keep said horse in the **same** or **better** condition as he/she was at the time of the adoption (NBEP keeps photo on file for every animal). Horse should be de-wormed every 6-8 weeks. Horse should also be vaccinated for rhino, flu, EWE, rabies, strangles & tetanus each year.

Last date of worming: \_\_\_\_\_ Coggins: \_\_\_\_\_ Last date of shots: \_\_\_\_\_

6. Ownership Transfer: *There is **NO TRANSFER OF OWNERSHIP** of this adopted horse.* If not satisfied with, unable to afford or properly care for adopted horse, Adoptive Owner **MUST** return horse to NBEP. *This horse cannot be sold.* The **adoptive owner is responsible for transportation and/or costs associated with return transport** of the horse to NBEP.

7. Change of Address: If the horse is moved to new location other than the one specified in the “Right to Trespass” clause, Adoptive Owner **MUST** notify NBEP in writing and/or direct contact (not a message on the answering machine) by telephone/in person **BEFORE** the horse is moved. The “Right to Trespass” clause and a new Affidavit **MUST** be signed by the owner of the new location/property/stable. Adoptive owner must also inform NBEP promptly of a change in adoptive owner’s telephone number and address for communication purposes.

8. Annual Update. Adoptive owner will provide NBEP with a brief yearly update of the animal, including a photograph, or as requested by NBEP.

9. Visitation Rights, Repossession Rights and Right to Trespass: NBEP retains the right to **visit** said horse at any time after adoption after giving reasonable notice, such as a 24 hour notice, to adoptive owner. **Exception: hostile repossession.** *In the event of a hostile repossession, such as breach of contract, no advance notice will be given and the horse will be repossessed with or without the Adoptive Owner’s consent. A licensed veterinarian will evaluate the repossessed horse within 48 hours, if possible, after its arrival at a NBEP facility.*

**RIGHT TO TRESPASS / STABLE OWNER’S SIGNATURE**

**Stable owner must read and sign Part 2 of the Adoption Agreement: Stable Owner Affidavit of Understanding**

This signed document provides AUTHORIZATION and PERMISSION for NBEP, or its representative, to enter the stabling premises where adoptive horse is located with or without the presence of the property owner and/or adoptive owner. This right to trespass is restricted to the adopted horse only (see Affidavit).

**This Horse will be Stabled At:**

Stable Owner’s Name: \_\_\_\_\_

Stable Address: \_\_\_\_\_

\_\_\_\_\_

**Stable Owner Signature:** \_\_\_\_\_

**\*\*\*STABLE OWNER MUST SIGN\*\*\***

**Page 3 of 4: I have read, verified and understood page 3.**

**Adoptive Owner initials** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RIGHT TO REPOSSESS**

Please note that if the horse is found to be either: in a physical condition **SIGNIFICANTLY** less than that in which the animal left the rescue facility (for example: thin with prominence of ribs and/or hip bones, covered with visible open or non-healing wounds or other visible signs of poor care or maltreatment), or living in a squalid environment such as a stall packed with feces or in a small paddock area continually inundated in manure, liquid or other unhealthy conditions, this constitutes a breach of contract. **NBEP will repossess the horse without notice to or consent of adoptive owner.**

10. Returning the Horse: If the horse is returned to NBEP, the horse **MUST** be returned in the *same pre-adoption or better physical/medical condition* (see first page of described known physical/medical conditions). If the horse suffers from any medical conditions/ailments incurred *while in the care of the adoptive owner* (for example: lameness's that are caused by misuse, founder, Navicular Syndrome, or other cause; open wounds or infections; respiratory illnesses or internal injuries/illnesses; or other medical chronic-care issues not present at adoption) the adoptive owner shall be **financially liable** for veterinary costs associated with the continued treatment of the horse's medical condition after its return to, and only while in the care of NBEP. Costs for care of incurred medical conditions/ailments can be, but are not limited to: the veterinarian's farm call fee, X-rays, medications, bandages or other such costs.

11. Additional Comments or Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PENALTIES FOR BREACH**

Should either party breach this Agreement, the breaching party shall pay the other's court or arbitration costs and/or attorney's fees related to such breach regardless of whether or not the dispute results in a concluded trial or arbitration proceeding. In addition, the Adoptive Owner agrees to pay NBEP Liquidated Damages in the amount of **Three Thousand Dollars (\$3,000)**. The Liquidated Damage value is agreed to for the purpose of establishing the value and does not bar NBEP from seeking return of the animal(s) by a judicial process or any other means.

**Page 4 of 4. Signatures: Please read this document very carefully and DO NOT SIGN it unless you fully understand it.**

*This written contract constitutes the entire agreement made between the parties and there are no other agreements between them.*

**ADOPTIVE OWNER:**

*I have thoroughly read and fully understand the terms of this four-page agreement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_.

**NBEP REPRESENTATIVE:**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_.

## Part 2. Stable Owner's Affidavit of Understanding

1. As the owner of the property on which this horse is stabled, I understand that New Beginnings Equine Placement, Inc. (hereinafter NBEP) retains ownership of all its horses for the remainder of the horse's life.
2. I understand that if a situation of non-payment of board, non-payment of farrier/veterinary/feed/transport or any other service I provide for Adoptive Owner's horse arises, I cannot put a lien on the horse, and that NBEP, its successors and assigns, will not be held responsible to pay any debt incurred by the Adoptive Owner.
3. I understand that if any abuse/neglect/misuse or any adverse situation occurs which is detrimental to the horse, I must contact NBEP promptly to facilitate recovery of the horse.
4. I understand that NBEP makes no guarantee of the soundness, training level, temperament, or general condition of any horse adopted from NBEP.
5. I understand that the Adoptive Owner assumes full responsibility for any and all injuries, property damage or death caused by an animal adopted from NBEP and that I agree to indemnify and hold harmless NBEP, its successors and assigns, from such actions of the adopted animal.
6. I understand that that this horse cannot be sold and that there is no transfer of ownership of any NBEP horse and that to do so is a crime and will be punished to the full extent of the law.
7. I understand that this horse needs adequate amounts of hay and grain to sustain a proper weight and that I must notify the Adoptive Owner when I notice that the horse is not maintaining proper body weight. I understand that if the horse continues to drop weight, I must notify NBEP promptly.
8. I understand that in the event that NBEP is advised of a possible breach of contract and determines that the Adoptive Owner is in breach/default of their Agreement, a representative of NBEP can enter my facility for the purpose of determining if a violation has occurred. If NBEP determines that Adoptive Owner is in breach of his/her contract, NBEP may repossess the adopted animal with or without Adoptive Owner's presence/authority/notification.

**I have read and fully understand this document that I am signing.**

\_\_\_\_\_  
Print Stable Owner's Name

\_\_\_\_\_  
Signature of stable owner

Date: \_\_\_\_\_

Stable Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_