

Horses Healing Hearts Rescue and Rehabilitation

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hhh@horseshealingheartsinc.org

Adoption Agreement and Conditional Bill of Sale

"Adopted Horse"	
Name	
Approximate age:	
Breed:	
Species:	horse / pony / mule / donkey
Sex:	
Color:	
Markings:	
Tattoos:	
Scars:	
Approximate height (taped):	
Approximate weight (taped):	

This Adoption Agreement and Conditional Bill of Sale ("Agreement") is made as of this ____ day of _____, 20__, between Horses Healing Hearts (hereinafter referred to as "3H" and _____ (hereinafter referred to as "Adopter").

3H and Adopter enter into this Agreement and hereby agree as follows:

A. Adopter shall pay 3H a fee (the "Adoption Fee") in the amount of _____ (\$_____).

Initials: _____

Adoption Agreement and Conditional Bill of Sale

B. Adopter acknowledges that the Adoption Fee is not the true value of the Adopted Horse, and that a part of the consideration of this transaction is Adopter’s providing humane conditions for the Adopted Horse in accordance with the charitable purposes of 3H and pursuant to the “Terms and Conditions” that follow the signatures to this Agreement.

C. In consideration of the Adoption Fee and Adopters agreement to abide by the conditions of this Agreement 3H shall relinquish possession of the Adopted Horse to the Adopter and Adopter shall accept the care, custody and control of the Adopted Horse subject to the terms of this Agreement, which include a “Right of First Refusal” as provided in Section 6.

Additional Terms and Conditions:

1. *Amount Due in the Event of Violation of Agreement.* If Adopter fails to comply with any term of this Agreement, Adopter agrees to pay 3H an additional \$1,500.00 plus all attorneys’ fees and all costs of legal action, including litigation that 3H may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional \$1,500.00 and costs are reasonable and just compensation to 3H in the event of Adopter’s breach of contract under the circumstances of this transaction and in view of 3H charitable purposes to provide for the humane care of horses. The compensation established is for a harm that is incapable or very difficult of accurate estimation at the time of the signing of this Agreement. In the event of Adopter’s non-compliance with any term of this Agreement, the \$1,500.00 and costs shall be due whether or not 3H exercises its option to repossess the Adopted Horse pursuant to Section 11, below.

2. *Liability and Risk of Loss.* Upon Adopter taking possession of the Adopted Horse, the Adopter shall assume the risk of loss and liability of the Adopted Horse and Adopter agrees to indemnify and release 3H from any and all liability or claims associated with Adopter’s possession of the Adopted Horse. Possession for this purpose shall be when the Adopted Horse is loaded on the trailer that shall transport the Adopted Horse from its current location to the Boarding Facility.

3. *Boarding Facility.*

“Boarding Facility”
Name of facility:
Contact Person:
Address:
Phone:
Email:

Adopter shall provide 3H with a written memorandum (the “Facility Agreement”) from the Boarding Facility and any subsequent facility in advance of moving the Adopted Horse to the facility with the following: (a) the name, contact person, address, phone number of the facility;(b) acknowledgement that the facility is aware of this Agreement and its conditions including: (i) that any claim or lien that the facility may have by agreement or operation of law is subordinate to the rights and interests of 3H including the right to repossess the Adopted Horse; (ii) that 3H has rights to inspect and repossess the Adopted Horse; and (iii) that the Adopter is able to provide the care and conditions for the Adopted Horse as required by this Agreement. If Adopter fails to provide the Facility Agreement to 3H, Adopter agrees that any boarding

facility having possession of the Adopted Horse shall accept a copy of this Agreement as evidence of the Adopter's express authority for 3H to inspect and repossess the Adopted Horse.

4. *Transportation of Adopted Horse.* Adopter shall arrange and pay for the transportation of the Adopted Horse, to include transporting the Adopted Horse from its current location to the Boarding Facility, for the return of the Adopted Horse to 3H (except as provided in Section 7.d), and for any other transportation while the Adopted Horse is in Adopter's care, custody and control.

5. *Trial Period.* For a period of two (2) weeks following 3H signing of this Agreement ("Trial Period") if the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to 3H as follows:

- a. Notice of the intent to return the Adopted Horse must be received in writing by 3H within the Trial Period.
- b. The Adopted Horse must be returned to 3H within seven (7) days of 3H notifying Adopter that a stall is open at a 3H facility.
- c. If Adopter elects to return the Adopted Horse, Adopter shall arrange and pay for transporting the horse to 3H.
- d. The Adopted Horse shall be returned in the condition it was received.
- e. If registered in the name of the Adopter, Adopter shall provide the properly executed assignment documentation to 3H at the time of the delivery of the Adopted Horse.
- f. If Adopter complies with Section 5. a through d, 3H shall return the Adoption Fee to Adopter within fourteen (14) days of the Adopter delivering the Adopted Horse to 3H.
- g. If Adopter returns the Adopted Horse but fails to comply with Section 5. a through d, the Adoption Fee shall not be returned to Adopter.

6. *Right of First Refusal.* If within twenty-four (24) months of 3H signing this Agreement the Adopter wishes to sell, lease, trade, give away or in any way change control of the Adopted Horse, 3H shall be offered a right of first refusal and the following terms shall apply:

- a. Adopter will notify 3H in writing of (i) Adopter's intent; and (ii) provide 3H with proof of a bona fide offer, including name, address and telephone number of prospective buyer.
- b. 3H shall have the option to purchase the Adopted Horse back for the amount of the lesser of (i) the Adoption Fee; or (ii) any bona fide offer.
- c. 3H shall have thirty (30) days following receipt of notice to provide written notice to Adopter of its intent to exercise the option, or the option shall be presumed to be waived.
- d. 3H shall provide and pay for the transportation of the Adopted Horse if 3H exercises its option to purchase as provided herein.

7. *Reporting/Inspections.*

- a. Adopter shall provide a written "Status Report" to 3H in the third, sixth, and twelfth months of the term of this Agreement, provided however, in the event of serious injury or death a Status Report shall be given to 3H within seven (7) days of such event.
- b. The Status Report shall contain the following:
 - i. Current body shot photograph of the Adopted Horse.
 - ii. Narrative of the Adopted Horse's progress and condition.

iii.

Current boarding facility information, including contact, facility name, address, phone, facsimile and email.

iv.

In the event of death, a veterinary's statement as to the cause of death.

c. After the three Status Reports required by Section 8. a, above, are received additional Status Reports are not mandatory, but are highly encouraged.

d. For the initial twelve (12) months following this agreement:

i.

Adopter shall provide to 3H [within seven (7) days of 3H' request] copies of any veterinary records, reports or receipts for care to the Adopted Horse.

ii.

Adopter shall give written notice at least fourteen (14) days in advance of moving the Adopted Horse.

iii.

Adopter agrees and gives express permission to any 3H staff or representatives to have the right to conduct random unannounced visits to inspect the Adopted Horse.

e. As provided in Section 3., Adopter shall notify any facility of this Agreement and provide 3H with the Facility Agreement. However, the failure to provide the Facility Agreement shall not impede 3H rights of inspection and repossession and Adopter agrees that any boarding facility having possession of the Adopted Horse shall accept a copy of this Agreement as evidence of the Adopter's express authority for 3H to inspect and repossess the Adopted Horse.

f. Time is of the essence for the Adopter to provide the reports is of the essence and there is no grace period.

8. Care of the Horse. Adopter shall provide and pay for the proper training and care for the Adopted Horse including:

a. Not commencing transitional training until the Adopted Horse has been residing at its new facility for a week. If the Adopted Horse is recovering from an injury, Adopter will commence training only after veterinary consent.

b. Proper training, food, water, shelter and/or care in accordance with 3H standards as described in the attached Exhibit "A", Minimum Standards of Care.

c. Adopter acknowledges that generally a horse needs proper feed to maintain its body weight. That may amount to 20 – 30 lbs of hay and grain combined, for the average 1,000 lb horse.

d. Vaccinating the Adopted Horse yearly and maintaining a current Coggins according to applicable state laws or regulations.

e. Providing 3H access to all veterinary care documents of the Adopted Horse upon 3H' request. Further, Adopter agrees that a copy of this Agreement is authorization for any veterinary to release veterinary records and billing for care to the Adopted Horse to 3H, and hereby authorizes and directs any veterinary to release information about the Adopted Horse to 3H.

f. Proper veterinary care upon illness or injury to the Adopted Horse in accordance with 3H standards as described in the attached Exhibit "A", Minimum Standards of Care Guidelines.

9. Racing or Auction Prohibited.

a. The Adopted Horse shall never be raced or sold in an auction under any circumstances.

b. ENTRY OF THE ADOPTED HORSE TO RACE SHALL VOID THIS SALE AND ANY SUBSEQUENT SALES, AND OWNERSHIP AND ALL RIGHTS OF POSSESSION SHALL IMMEDIATELY REVERT BACK TO PMR.

c. The Adopted Horse may be removed from any premises by 3H including from any racetrack, without court order.

d. Adopter authorizes 3H to present a copy of this Agreement or other notice of this Agreement to any Racing Secretary and the Racing Secretaries are authorized and directed to bar the Adopted Horse from entering any race.

10. Repossession of Adopted Horse.

a. A material violation of this Agreement is grounds for 3H to void this Agreement at 3H's sole discretion, and upon that election ownership of the Adopted Horse shall immediately revert to 3H, and the Adopted Horse may be removed from any premises by 3H and the provisions of Section 6. c shall apply relative to such repossession.

b. 3H shall give notice of its intent to exercise the option to repossess the horse within six (6) months of the date that any report is due or inspection denied.

c. It is agreed and understood by the Adopter that the following shall be deemed material violations of this Agreement, by way of illustration and not by limitation:

i.

Failure to comply with Section 7., above, giving 3H the appropriate notice and time to exercise its right of first refusal.

ii.

Failure to comply with Section 8., above, providing required reports and permitting inspections.

iii.

Failure to comply with Section 9., above, providing for the proper care of the Adopted Horse.

iv.

Failure to comply with Section 10, above, auctioning or racing the Adopted Horse.

d. The Adopter shall remain responsible for the damages referred to in Section 1, even if 3H exercises its right to repossess the Adopted Horse.

11. Condition and Temperament of the Adopted Horse.

a. The Adopter accepts the Adopted Horse in its current condition "as is" and in its current location "where is".

b. 3H makes no representation as to the Adopted Horse's behavior or temperament and does not warrant or guarantee the condition, soundness, temperament, or training of the Adopted Horse.

c. The Adopter acknowledges that the Adopted Horse may be a former race horse, and may have recently finished a racing career.

d. The Adopter understands and acknowledges that being in the presence of horses and any and all activities involving horses are inherently dangerous.

e. 3H disclaims liability for any implied warranties, including implied warranties of "merchantability" and "fitness" for a specific purpose.

12. Assumption of the Risk of Equine Activity. The Adopter acknowledges that the Adopter has been notified and hereby assumes all of the risks inherent in equine activity, including, but not limited to, any of the following: (i) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (ii) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (iii) hazards, including, but not limited to, surface or subsurface conditions; (iv) a collision with another equine, another animal, a person, or an object; and (v) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to

maintain control over an equine or failing to act within the ability of the participant. The provisions of this paragraph shall survive the termination of this agreement.

13. *Miscellaneous.*

a. All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by California law.

b. If any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within Contra Costa County, California will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.

c. The parties hereto hereby waive any right to trial by jury in matters arising out of this Agreement. 3H AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGE THE AFORESAID WAIVER OF RIGHT TO JURY TRIAL.

d. The individual signing on behalf of each of the parties hereby represents that said individual has the authority to sign on behalf of and bind the respective party.

e. For purposes of this agreement, and except as otherwise set forth in this agreement, this agreement shall be binding upon, and inure to the benefit of 3H and the Adopter, and the parties' respective representatives, successors and permitted assigns. For purposes of this agreement, and except as otherwise set forth in this agreement, "3H" shall include, without limitation, the individual signing on behalf of 3H and 3H employees, agents, representatives, owners, successors and permitted assigns.

f. Adopter shall make all of its representatives, successors or assigns aware of the terms of this Agreement and shall agree to be bound by the terms of this Agreement. Adopter shall be responsible for any breach of this Agreement by any of its representatives, successors or assigns.

g. This Agreement supersedes and replaces any prior agreements between 3H and Adopter.

h. This Agreement may only be modified by written instrument executed by both parties.

i. This Agreement may not be assigned by Adopter without the prior written consent of the 3H, which 3H may withhold in its sole discretion.

j. This Agreement contains the entire agreement of the parties and any prior or concurrent and written or oral understandings are deemed merged into this agreement. There are no promises, agreements, representations or warranties other than those contained herein or expressly incorporated by reference.

Initials: _____

k. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies.

l. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

m. Adopter specifically acknowledges that this Agreement is A CONDITIONAL LIFETIME BILL OF SALE, and all requirements and restrictions contained herein, including but not limited to 3H to regain ownership, care, custody and control of the Adopted Horse, shall remain in effect regardless of change of purported changes in ownership or possession of the Adopted Horse at a later date.

n. Adopter agrees that this Agreement shall at all times remain attached to the Adopted Horse's registration papers when available, or shall stand alone on its merits if such registration papers are not available.

o. Signatures to this instrument in counterparts are acceptable.

p. A copy, facsimile, scanned, or electronic signature or affirmation by Email or other internet communication shall be binding and enforceable.

Horses Healing Hearts, Inc. "Adopter"

By:

Name:

Date:

Exhibit "A"

Minimum Standards of Care

The following Minimum Standards of Care will be required for equines housed at approved foster and adoptive homes:

Feeding

Nutritious grain in sufficient quality and appropriate nutritive value unless equines are receiving adequate natural forage.

Diet shall be prepared with consideration for the age, breed/type, condition, size, work level and quantity of equine(s).

Equines shall have no less than a body condition score 4 and no more than 6 on the Henneke Condition Scoring Chart (BC) to be considered of adequate weight. Exceptions are made for arrivals on premises less than six months and showing continued documented improvement or for equines under the continued care of a veterinarian.

All feed and hay storage and feeding receptacles shall be kept clean and free from contaminants, such as feces, mold, mildew, insects, etc.

If more than one animal is fed at one time or in one place, it shall be the responsibility of the owner/custodian to ensure that each animal receives nutrition in sufficient quantity.

Minimum hay requirements shall be observed with the quality of hay representative of choice grasses in the local area. Equines should receive a minimum of 2% of their body weight in high quality hay per day unless equines are receiving adequate natural forage. Exceptions may be made for equines who need less to maintain an acceptable Body Condition Score or for those who are on a diet for weight loss.

Routine Maintenance and Care

Hoof care maintenance – Hoof care maintenance and trimming every six (6) to eight (8) weeks or as directed by a veterinarian or a farrier. Hoof care shall be done by an experienced person knowledgeable in standard farrier practice. Exceptions may be made for horses who are not yet tame enough to have their feet handled.

Hooves should be cleaned out at least once/week. Exceptions may be made for horses who are not yet tame enough to have their feet handled.

Parasites kept under control through either a daily deworming product or by deworming every eight (8) to twelve (12) weeks or as directed by a veterinarian.

Annual veterinary procedures as outlined in the Standard Veterinary Procedures Policy shall be performed.

Dental care - Routine dental work (floating) shall be performed at least once/year by a qualified veterinarian or equine dentist. Floating may be recommended more often for certain equines by a qualified veterinarian or equine dentist.

Non-routine dental work shall be provided as needed in a reasonable amount of time.

Water - Proper water is clean, potable water that is available at all times for all equines. Exceptions shall be determined by veterinary consultation of professionally accepted practices for the safety and well-being of the equine.

Equines that are being worked or are in transport shall be provided water as often as necessary for the health and comfort of the equine. All water receptacles shall be kept clean and free of contaminants and be positioned or affixed to minimize spillage.

Space and Shelter for Each Equine - Each equine must be provided with space that is safe. The space for each equine must be free from standing water, accumulated waste, sharp objects, and debris.

Any fencing must be well maintained and in good repair at all times. Each equine should be provided with adequate exercise. Exceptions are granted when equines are under stall rest per a veterinary recommendation.

Stalled equines shall be exercised or turned out daily. Exceptions shall be made for times of bad weather, injured or ill equines, or equines who are not yet tame enough to be exercised or lead to turn out areas.

While not all pastures or turn out areas must have man-made shelter, man-made shelter consisting of a roof and a minimum of two sides must be available as needed for ill, injured, older, or underweight horses. The shelter shall be in good repair and free of standing water, accumulated waste, sharp objects, and debris. There should be adequate space for each equine that will be sharing the shelter at any given time.

Standard Veterinary Procedures Policy

An annual vaccination schedule to be maintained and conducted by a veterinarian. This includes a Spring Vaccination protocol to include Eastern and Western Encephalitis, Tetanus, West Nile, Potomac Horse Fever, rabies and tetanus and a Fall vaccination protocol to include Eastern/Western Encephalitis and Tetanus.

It is expected that the Foster Caregiver will seek immediate veterinary intervention in the event the horse shows any of the following signs:

- Shock
- Colic
- Founder
- Broken bone
- Deep tissue wound
- Inability or unwillingness to eat or drink
- Blistering or burns
- Irregular or abnormal breathing
- Partial or total paralysis
- Abnormal discharge
- Severe bleeding
- Continued symptoms of heavy intestinal parasite load despite adequate deworming
- Weight loss
- Continued symptoms of heavy intestinal parasite load despite adequate deworming
- Weight loss
- Abnormal skin condition
- Hair loss
- Temperature fluctuation
- Diarrhea
- Lameness

Initials: _____