

This Adoption Contract is made and entered into as of the last date listed below, by and between Spring Hill Horse Rescue, A Vermont not-for-profit corporation (hereinafter "SHHR") and the person signing below (hereinafter "Adopter").

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

1. Adopter hereby adopts the Equine identified below, subject to all the terms and conditions of this Contract.

"Equine"	
Equine Name: _____	Date of Birth/Age: _____
Equine Identification Number: _____	
Sex: _____	Breed: _____ Color: _____
Markings:	
Adoption Fee: _____	Other fees: _____

2. **Standard of Care.** In caring for the Equine, Adopter shall exercise the degree of care, at a minimum, as set forth in the standards adopted by the Vermont Humane Federation's Animal Cruelty Response Coalition Caring for Horses brochure (which is incorporated herein by reference) and shall include customary farrier care, worming, vaccination, teeth floats, medical attention, nutrition, sanitation, and shelter. In addition, the horse shall be provided at least 8 hours of daily turnout, unless prohibited by weather or unless there is a medical or safety reason not to do so. If 8 hours of turnout is not provided for 7 or more subsequent days, such conduct shall be on the recommendation of a veterinarian only.
3. **Transportation and Health Certificate.** SHHR is solely responsible for providing a current Coggins test. The Adopter is solely responsible for transportation and costs thereof for moving the Equine from SHHR's premises. The adopter shall arrange for transport within 7 days of signing this contract, unless another date is agreed to in writing by SHHR. The Adopter is solely responsible for obtaining any necessary health certificates required for transportation to a particular jurisdiction, prior to transport.
4. **Right of SHHR to Monitor Health and Welfare of the Equine.** Adopter agrees that a SHHR representative will be allowed to visit the Equine without cause or warrant, with reasonable (48 hours) notice by telephone, email, or mail to the contact information provided by Adopter below. If any suspected violations of animal cruelty statutes are found (VSA Title 13, Chapter 8, or those applicable in the local jurisdiction); or if any of the contractual obligations as to the Standard of Care in Paragraph 2 are not being met, Adopter agrees to relinquish all interests in the Equine and SHHR may immediately repossess the Equine without warrant. Adopter agrees that SHHR may contact the veterinarian listed on the application and/or the Adopter's past or current veterinarian at any time to check on the wellbeing of the Equine, and Adopter will authorize the veterinarian(s) to release any and all information about the equine to SHHR. If Adopter no longer uses the veterinarian listed on the application, the contact information of all past and current veterinarians for the Equine will be provided to SHHR upon request. Adopter agrees to provide current photos of the Equine, and/or

a Statement of Health from a licensed veterinarian upon request by SHHR within 30 days of the request. The Statement of Health form is available at springhillrescue.com.

5. **Resale or Rehoming of Equine.** If Adopter can no longer keep or care for the Equine, it is the Adopter's responsibility to sell or re-home the Equine. Adopter shall not sell, give away, or by any other means transfer the Equine to a livestock or horse dealer, auction house, or slaughterhouse. The Adopter must ensure the new owner is able to provide a suitable home (suitable home is defined as the ability to meet all requirements of this contract). The new owner must agree to the terms of this contract and sign a Spring Hill Horse Rescue Transfer of Ownership Agreement. Adopter must obtain the Transfer of Ownership Agreement from the new owner prior to transfer and send a copy of the agreement to SHHR within 30 days of transfer of ownership. Until the Transfer of Ownership Agreement is received by SHHR, Adopter is responsible for the welfare of the Equine and the provisions under this contract. If Adopter breaches any of the conditions set forth in this paragraph, Adopter agrees to provide current contact information for the new owner and pay a \$1000 recovery fee to SHHR.
6. **Prohibited Acts.** Adopter agrees that the Equine may never be used for breeding, and that Equine will never be sold to, given, or transferred by any means to an auction house, a livestock or horse dealer, or a slaughterhouse. If SHHR or any of its agents should find the Equine at or consigned to an auction house, livestock or horse dealer, or slaughterhouse, SHHR reserves the right to immediately repossess the Equine without warrant, and Adopter agrees to relinquish all interests in the Equine and shall be responsible for any and all fees or other payments assessed by said auction house, livestock or horse dealer, or slaughterhouse related to the SHHR's repossession of the Equine.
7. **Euthanasia.** If the Equine must be euthanized, the Equine must be euthanized by a licensed veterinarian and SHHR must be notified.
8. **Warranties and Disclaimers.** Adopter warrants and represents that all information contained in the Adoption Application is true, correct and complete. SHHR warrants and represents that it is the owner of the Adopted Horse and has full rights for purposes of entering into the terms of this Contract. SHHR makes no other warranties, express or implied, including without limitation to the health, breed, or age of the Equine, or to any warranty of merchantability or fitness for a particular purpose of the Equine, or any other event, covenant, condition or occurrence, including without limitation, the temperament or suitability of the Equine for riding, all of such warranties being expressly disclaimed. Adopter accepts the Equine on an "as is" and "with all faults" basis. Adopter agrees not to hold SHHR responsible for any illnesses, medical expenses, financial obligations, or death that may occur after the adoption.
9. **Liability and Risk of Loss.** Risk of Loss and Liability with respect to the Equine shall pass to the Adopter upon receiving physical possession of the Equine at the premises of SHHR and upon accepting possession thereof, or through its transportation agent. Adopter does hereby indemnify and hold harmless SHHR with respect to all claims whatsoever related to the Equine, including, but not limited to, its reasonable attorney's fees incurred in connection with any such claim. Adopter accepts all responsibility for any action or lien resulting from any action, directly or indirectly involving the Equine once the adoption contract is signed. Neither SHHR nor its employees or agents will be liable for any damages or injury caused to Adopter or any third person by the Equine. If any third person makes a claim against SHHR or any of its 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 SHHR, its employees and agents harmless from any such claims, including costs and attorney's fee resulting from such claim.

10. **Limited Option of SHHR to Void Adoption Contract.** It is expressly agreed that SHHR shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, whereupon all right title and interest in the Equine shall immediately revert to SHHR which may immediately retake possession of the Equine without further legal action and without further legal recourse by Adopter. The right of SHHR herein granted shall be limited to circumstances in which the terms of any of Paragraphs 2, 4, 5 or 6 of this Contract have been violated. Adopter further expressly agrees that SHHR 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 SHHR of its rights under this Paragraph, Adopter shall be obligated to pay all costs incurred by SHHR in enforcing this Paragraph, including, but not limited to, its reasonable attorney's fees.
11. **Choice of Law, Venue and Warning.** This Contract shall be governed and construed according to the laws of the State of Vermont and venue for any action brought to enforce its terms shall be vested in the Rutland County Court, Rutland Vermont, to the jurisdiction and venue of which Court both parties hereby consent. This Contract shall be binding upon the parties, their respective heirs, successors and assigns. The waiver of any provision hereof by SHHR on any one occasion shall not effect a waiver of any provision hereof or of any provision of any other agreement to which SHHR is a party. This Contract may be modified only in writing and may be executed in counterparts, by fax, original or electronic signatures.

IN WITNESS WHEREOF, the parties have executed this Contract as of the last date below written:

SPRING HILL HORSE RESCUE "SHHR", BY:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

"ADOPTER", BY:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ PHONE: _____

Address _____

EMAIL ADDRESS: _____