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**PHOENIX EQUESTRIAN WARRIORS – RESCUE – REHAB & RESTORE INC.**

**EQUINE ADOPTION AND PLACEMENT AGREEMENT**

Equine for Adoption or Placement

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID#/Microchip/Brand/Tattoo#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type/Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color/Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Detailed description of named equine’s physical condition, special health needs, and stable vices at .me

of placement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adopter Information

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address where equine will reside, if different from above

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREEMENT FOR ADOPTION AND PLACEMENT OF EQUINE

This Equine Adoption Agreement (hereinafter “AGREEMENT”) is entered into this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Phoenix Equestrian Warriors – Rescue – Rehab & Restore, Inc., a Not

for Profit New York State Corporation having its principal place of business at 1676 County Route 57,

Fulton, NY 13069 (hereinafter referred to as “RESCUE”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_an

individual, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as

“ADOPTER”).

It is agreed between the parties as follows:

1. Identification of Equine. RESCUE agrees to place within the care and custody of ADOPTER and

ADOPTER agrees to accept placement and legal ownership of the equine named

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(described above)

(referred to in this AGREEMENT as “the equine”).

2. Term. The term of this AGREEMENT shall commence upon the date of execution and continue

indefinitely for the duration of the equine’s natural life.

3. General Care Requirements. ADOPTER will provide at ADOPTER’s sole risk, cost and expense,

appropriate care and maintenance for the equine, in accordance with the GFAS Equine Care Standards,

including:

i. adequate and safe fencing, turnout, and safe comfortable shelter

a. the equine will not, for any length of time, be turned out in a paddock or kept in

any area with barbed wire fencing or remnants thereof, and will not be housed

at any .me in a stall or shelter smaller than 10’ x 10‘

ii. appropriate and regular exercise

iii. veterinary and preventative care

iv. ensure the equine’s social, behavioral and companionship needs are met

v. ensure that the equine maintains the proper body weight and condition (Henneke

System should be used)

vi. provide proper feed and free access to water at all times

vii. deworm the equine at a minimum of every six months

viii. provide proper farrier services every six (6) to twelve (12) weeks

ix. Eastern/Western Encephalitis, Tetanus, Rabies, and any other inoculations your

veterinarian recommends for endemic disease must be given a minimum of once a year

x. regular dental care must be provided as advised by your veterinarian

RESCUE shall have the right to perform an inspection of ADOPTER’s property prior to the adoption if

RESCUE believes such inspection is necessary.

4. Identification. ADOPTER agrees to allow RESCUE to be included as a secondary contact on

microchip and/or registry for the equine.

5. Change of Residence. In the event ADOPTER plans to change the residence of the equine,

ADOPTER will provide RESCUE, by telephone and/or email, within fourteen (14) days of move, the new

address and phone number. In the event of such a change of residence of the equine, RESCUE shall have

the right to perform an inspection of the new property.

6. Periodic Reporting and Inspections. ADOPTER agrees that RESCUE has the right, in its sole

discretion and when it sees fit, to require ADOPTER to provide a written report and photographs or video of the equine, upon an oral or written request by RESCUE. Such a report shall be provided via email at PEWRRR1@gmail.com and must be provided within seven (7) calendar days of the request.

ADOPTER agrees to address any particular concerns or questions raised by RESCUE in said report.

At least once per calendar year, the ADOPTER agrees to forward to RESCUE documentation of his/her

veterinarian’s wellness visit. The following information, prepared and signed by a licensed veterinarian

from the state the equine resides, will be sent within one (1) week of the veterinary examination:

i. Veterinarian’s name, address, signature and license number.

ii. Date of examination.

iii. Weight score according to the Henneke System.

iv. General condition, and living condition of the Horse.

v. Adequacy of shelter and fencing.

vi. Verification that the Horse has had all necessary inoculations, worming and hoof care.

RESCUE shall have the right, at its option, periodically, at a mutually agreed upon .me, to have a

representative visit ADOPTER’S property to observe the condition of the equine and to confirm that the

ADOPTER is providing the care and maintenance required under the terms of this agreement. If on said

visit RESCUE determines ADOPTER is not adhering to the terms of this AGREEMENT in the treatment of

the equine, or believes, in its sole discretion, the health, safety or well-being of the equine is in jeopardy,

RESCUE shall have the right to immediately reclaim possession of the equine from ADOPTER and seek to

find alternate placement for him/her. By signing this AGREEMENT, ADOPTER hereby waives any and all

rights ADOPTER may have to any claim for conversion, trespass or any other statutory, regulatory,

contractual, or tort claims that ADOPTER may otherwise have against RESCUE and/or its officers,

directors, employees, insurers, volunteers, agents, successors, and assigns, as a result of RESCUE

reclaiming of the equine(s) from ADOPTER’S facilities.

7. Ongoing Support for Equine. ADOPTER understands RESCUE encourages continuing

communication and an ongoing relationship between RESCUE and ADOPTER. ADOPTER shall have access

to RESCUE for information, support, questions and concerns regarding the equine.

8. Notification of Equine Death/Euthanasia. ADOPTER agrees that under no circumstances during

the natural life of the equine will ADOPTER allow the equine to be euthanized, unless such course of

action is advised by a recognized and licensed veterinarian. ADOPTER expressly agrees to notify RESCUE

by telephone or email of the veterinarian’s recommendation within twenty-four (24) hours. ADOPTER

further agrees that the equine shall not be sold or transferred for slaughter. In the event the equine

unexpectedly dies, or sustains serious injury or illness that could be life threatening, ADOPTER agrees to

notify RESCUE by telephone and/or email within twenty-four (24) hours of the occurrence of such an

event.

9. Prohibitions and Restrictions on Use of Equine. ADOPTER is expressly prohibited from leasing or

loaning out the equine for racing. ADOPTER further agrees that the equine shall not be used for the

purpose of vivisection, testing or experimentation.

10. Prohibitions on Breeding of Equine. ADOPTER shall not breed the equine. If the equine is

pregnant at the time of adoption, ADOPTER shall castrate any male offspring and provide proof of said

castration to RESCUE within six (6) months after the birth of the foal. All offspring born as a result of

ADOPTER’S breeding of the equine in breach of this agreement become property of RESCUE and all costs

associated for return of offspring to RESCUE are borne by ADOPTER.

11. Restrictions on Equine Transfer/Rehoming/Resale. Although adoptions are intended to last for

the lifetime of the equine, ADOPTER and RESCUE understand that circumstances may occur that require

the termination of this agreement, and agree as follows:

(a) If ADOPTER wants to give away, sell, loan, lease, trade, or otherwise transfer (collectively,

“TRANSFER”) the equine to any other person or entity, ADOPTER agrees to obtain express, prior written

authorization of RESCUE. A thirty (30) day notice prior to ADOPTER’S proposed TRANSFER of the equine

must be given to RESCUE, and RESCUE has thirty (30) days from the date of that notice to exercise its

right to reclaim possession of the equine pursuant to terms mutually agreeable to ADOPTER and

RESCUE. The RESCUE in its discretion may approve TRANSFER of the equine if the NEW ADOPTER agrees

to abide by the terms of this Agreement.

(b) If for any reason whatsoever ADOPTER is no longer willing or able to provide adequate care

to this equine, and/or no longer wishes to keep the equine, but ADOPTER is not proposing to TRANSFER

the equine as specified in subparagraph (a), ADOPTER agrees to return the equine to RESCUE. ADOPTER

shall immediately advise RESCUE via telephone and/or email of this situation. Transportation

arrangements and costs to return the equine to RESCUE are the responsibility of ADOPTER. This notice,

as well as transportation arrangements and costs, may be waived for extenuating financial or personal

health situations at the sole discretion of RESCUE if deemed to be in the best interest of the equine.

12. Donation for the Equine. ADOPTER agrees to contribute to RESCUE an adoption donation in the

amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ This Donation is NOT refundable if the equine is returned to

RESCUE for any reason.

13. Injunctive Relief. It is hereby understood and agreed that damages shall be, an inadequate

remedy in the event of a breach by ADOPTER of any said covenants and that any such breach by

ADOPTER will cause RESCUE great and irreparable injury and damages. Accordingly, ADOPTER agrees

that RESCUE shall be entitled, without waiving any additional rights or remedies otherwise available to

RESCUE at law or in equity or by statute, to injunctive or other equitable relief in the event of a breach

or intended or threatened breach by ADOPTER of any of said covenants.

14. LIQUIDATED DAMAGES. IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED BY THE ADOPTER

AND RESCUE THAT THE EQUINE IS A UNIQUE ANIMAL THAT IS IMPOSSIBLE TO REPLACE, AND THAT THE

RESCUE’S VALUE OF ITS TIME, EFFORT AND RESOURCES TO RESCUE AND CARE FOR THIS EQUINE IS

EXTREMELY DIFFICULT TO ASCERTAIN WITH ANY REASONABLE CERTAINTY. THE PARTIES HERETO AGREE

THAT IF ADOPTER TRANSFERS OWNERSHIP OF THE EQUINE OTHER THAN AS ALLOWED PURSUANT TO

PARAGRAPH 11 ABOVE, OR EUTHANIZES THE EQUINE OTHER THAN AS ALLOWED PURSUANT TO

PARAGRAPH 8 ABOVE, IT WOULD BE IMPOSSIBLE FOR THE PARTIES TO PROPERLY ASSESS A DOLLAR

AMOUNT TO ADEQUATELY COMPENSATE RESCUE FOR THE LOSS OF THE EQUINE, AND ADOPTER

THEREFORE, AGREES TO PAY TO RESCUE AND RESCUE AGREES TO ACCEPT THE SUM OF FIVE THOUSAND

DOLLARS ($5,000.00) IN THE NATURE OF LIQUIDATED DAMAGES, SAID SUM PAYABLE TO RESCUE UPON

DEMAND. PAYMENT OF SAID AMOUNT BY ADOPTER TO RESCUE WILL RELIEVE ADOPTER FROM ANY

AND ALL LIABILITY UNDER AND PURSUANT TO THIS AGREEMENT. BY INITIALING IN THE SPACE PROVIDED ADOPTER ACKNOWLEDGES THAT ADOPTER HAS READ, UNDERSTANDS AND ACCEPTS THE PROVISIONS OF THIS PARAGRAPH. \_\_\_\_\_\_\_\_

15. Release of Liability. ADOPTER releases RESCUE from any and all liability and agrees to hold

harmless RESCUE and any of its employees, agents, directors, or trustees from any and all liability

related to the equine, and any injury or cause of action related to, or caused by, the equine. ADOPTER

acknowledges the information regarding the equine for adoption may have been received by third

par.es and includes best estimates of unverifiable information about the equine; therefore, RESCUE

does not warrant accuracy or correctness of such information. RESCUE makes no representations or

guarantees about the soundness, abili.es, temperament or health of the equine from the .me said

equine is released to ADOPTER.

16. State and Local Law Pertaining to Animal Ownership. ADOPTER agrees to comply with all, of the

applicable laws of the state in which he/she and the equine reside.

17. Governing law. This AGREEMENT will be governed and construed in accordance with the laws of

the State of [NY] without regard to the conflicts of law or principles thereof. Any suit brought hereon

shall be brought in the state or federal courts siting in the State of [NY].

18. Severability. In the case any one or more of the provisions contained herein shall, for any reason,

be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions of this AGREEMENT, and this AGREEMENT shall be

construed as if such provision(s) had never been contained herein, provided that such provision(s) shall

be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality or

unenforceability.

19. Waiver. No waiver by RESCUE of any breach by ADOPTER of any of the provisions of this

AGREEMENT shall be deemed a waiver of any preceding or succeeding breach of the same or any other

provisions hereof. No such waiver shall be effec.ve unless in wri.ng and then only to the extent

expressly set forth in wri.ng.

20. Entire AGREEMENT. This AGREEMENT constitutes the entire AGREEMENT of the parties with

respect with respect to the placement of the equine with ADOPTER and supersedes any, and all prior

oral Agreements in regards thereto.

21. Attorney’s fees. In the event RESCUE must resort to any legal action in law or equity to enforce

any or all of the terms of this AGREEMENT, RESCUE shall be entitled to recover its attorney’s fees and

costs herein, whether or not suit be brought in addition to any and all damages which may be

recoverable.

22. Notices. All notices required to be given shall be directed to the respective party as follows:

Phoenix Equestrian Warriors – Rescue – Rehab & Restore, Inc

1676 County Route 57

Fulton, NY 13069

(315) 766-6729

PEWRRR1@gmail.com

Attention Adoption Coordinator

If to ADOPTER:

 Adopter Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREED:

Adopter signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rescue representative signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility Addendum

To be completed if the Equine will be boarded.

Boarding Facility Name (“Facility”)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boarding Facility Authorized Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Caregiver will board the Horse at the above Facility. The Caregiver must comply with the boarding

terms of the Facility and pay all fees required of the Facility for the care of the Horse.

By signing below, the authorized representative of the Facility acknowledges that the Horse is a Phoenix

Equestrian Warriors – Rescue – Rehab & Restore Inc horse, and as such agrees to notify PEWRRR via

email at PEWRRR1@gmail.com.com or phone

(315) 766-6729 if any of the following occur:

• The Horse is scheduled to be or has been moved from the Facility.

• Payment from the Caregiver is past due more than 20 days for any fees rela.ve the care of the Horse.

• Serious injury or illness of the Horse that could be life threatening.

• If the Caregiver fails to comply with any requirements of the Facility, including, but not limited to

payment for services, the Facility will not sell, give away, transfer, or move the Horse. PEWRRR will

make arrangements to retrieve the Horse as soon as reasonably possible. PEWRRR will not be

responsible for payment of any fees to the Facility. Any and all fees associated with the Horse at the

Facility, including any transportation fees to move the Horse, are the responsibility of the Caregiver.

Caregiver Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility Authorized

Representative Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_