



Leilani Mae Horse Rescue, Inc.

9248 East Reeves Bridge Road • Linden, NC 28356

904-236-8928 • WWW.LEILANIMAEHORSESCUE.COM

ADOPTION CONTRACT

Horse Name: _____ Breed: _____ Sex: _____

Markings: _____ Color: _____ Age: _____

Special Needs/Companion Only: _____

Instructions: Read each section and initial on the line preceding each section indicating you understand the information. All sections must be initialed. Sign and date last page as instructed.

I, _____, hereafter referred to as the Adopter, agree
(PRINT FULL NAME)
to abide by the following terms set forth by Leilani Mae Horse Rescue (LMHR) in regards to adopting the horse described above.

_____ I, the Adopter, agree to pay a non-refundable adoption fee of \$ _____ (USD) for the horse described above. This adoption fee is not the true value of the adopted horse. The adopted horse does not carry any warranty or guarantee expressed or implied. I hereby release and agree to hold LMHR, its employees, volunteers, agents, directors, members, successors and assigns from any claim, liability or cause of action arising out of or in any way related to, my adoption or ownership of this horse. I further agree that LMHR cannot be held responsible for any unforeseen health problems, injuries or accidents occurring in these adopted horses.

_____ I, the Adopter, agree to maintain a proper environment for the horse, including, but not limited to, proper veterinary care, a minimum of one three-sided shelter with roof, fencing, food, water and humane care, and an environment that is clean, with daily turnout space, to maintain the health of the horse. The adopted horse is not to be kept in an area with barbed wire fencing.

_____ I, the Adopter, agree to allowing a representative of LMHR to inspect the property where the adopted horse will be housed, and understand I could be denied if all standards of

care are not met. I agree to provide all necessary care for any adopted horse requiring special needs. I understand an adopted horse designated as *companion only* is not to be ridden at any time.

_____, I, the Adopter, agree to provide regular veterinary care for the horse and follow a vaccination schedule as deemed appropriate by my veterinarian. I further agree to provide routine farrier care every six to ten (6-10) weeks, at minimum, or as directed by a professional farrier. I agree to routine deworming of this horse every six to eight (6-8) weeks or as directed by my veterinarian.

_____, I, the Adopter, agree never to breed the adopted horse if a mare, and geld if a stallion. If this horse has not been gelded prior to adoption, I agree to have this horse gelded within thirty (30) calendar days from date of adoption. I further understand that the cost of this surgery will be my financial responsibility. In the event that I fail to geld this horse, within the specified time frame, I will immediately return the horse to LMHR. Documentation of the gelding procedure must be provided to LMHR within those thirty (30) calendar days.

_____, I, the Adopter, understand that LMHR has the right and permission to send a licensed veterinarian, of their choice, to examine the adopted horse at any time during the life of the horse. I further understand that LMHR has the right and permission to remove any horse(s) adopted from LMHR in the Adopter's care, if it is found that an adopted horse is not being cared for as described in this contract. Entry upon the premises for such purposes will not constitute trespassing, provided a minimum of twenty-four (24) hours written notice has been given. No adoption fees, or monies of any kind, will be refunded to the Adopter. The horse will be returned to LMHR, with any documents pertaining to the adopted horse, at the Adopter's expense.

_____, I, the Adopter, agree to provide LMHR with periodic photographic updates of the rescued horse's condition as follows:

- 1) Every thirty (30) days, for the period of one year from date of adoption, I will provide photographic updates of the adopted horse to LMHR via e-mail to leilanimaerescue@live.com or via USPS to Leilani Mae Horse Rescue, 9248 East Reeves Bridge Rd., Linden, NC 28356
- 2) Every six (6) months, after the first calendar year from the date of adoption, I agree to provide photographic updates of the adopted horse to LMHR until the death of the horse.
- 3) I understand that if I fail to provide photographic updates, as instructed, I agree to allow LMHR to enter the premises, where the adopted horse is living, in order for LMHR to verify the horse's condition and welfare. Entry upon the premises, for such purposes, will not constitute trespassing provided a minimum of twenty-four (24) hours written notice has been given.
- 4) I further agree that in the event I move the horse from the location specified on this contract, I will notify LMHR of my intentions prior to moving the adopted horse. All standards of care, as stated in this adoption contract, must continue to be met in the horse's new location.

_____, I, the Adopter, agree to immediately notify LMHR in the event that: a) the adopted horse will be moved from property listed on application; or 2) the adopted horse becomes ill or

injured to the extent they require veterinary care. If the adopted horse dies, while in my care, I agree to notify immediately notify LMHR and provide documentation from a licensed veterinarian detailing the horse's cause of death within thirty (30) calendar days of the horse's death.

_____ I, the Adopter, understand that if I am not happy with the adopted horse I can return the horse to LMHR, at my expense, during the first thirty (30) calendar days from date of adoption, provided the horse is in the same healthy condition as it was when I adopted it. I understand that I can apply any previously paid adoption fees to another horse of my choosing that is suitable for my situation. I understand that I will not receive a refund of any previously paid adoption fees, and those fees will be considered a donation. I understand the adopted horse is not to be sold, leased, or sent to auction as LMHR retains first right of refusal.

_____ Liquidated Damages and Attorney Fees: I, the Adopter, agree to pay all attorney's fees and expenses in the event this contract is breached and/or forwarded to an attorney for enforcement. This agreement shall be interpreted under the laws of the State of North Carolina. Any litigation under this agreement shall be resolved in the trial courts of Cumberland County, State of North Carolina.

_____ I, the Adopter, understand that this adopted horse does not qualify as personal property. I am the sole Adopter and this horse cannot be considered personal property in the event of a divorce. In the event of my death my heirs shall return the horse to LMHR. If heirs meet the necessary qualifications, including but not limited to those listed in this contract, for adoption upon the death of the Adopter they will be given first right of refusal in adoption of the horse provided a new Adoption Application has been completed by their heirs.

By signing the Adoption Application and Adoption Contract, I declare that all of the information that I have submitted to be the truth, to the best of my knowledge, and if found to be fraudulent, that I will be denied approval of adoption and I could be held liable. I have read and understand the above terms of this contract and agree to all of them.

Adopter's Printed Name

Telephone Number

Adopter's Signature

Date

Witness Signature

Date

LMHR Representative Signature

Date

LMHR OFFICE USE ONLY

NAME OF HORSE: _____ BREED: _____ MARKINGS: _____

ADOPTER'S NAME: _____ ADOPTER'S PHONE: _____

ADDRESS WHERE HORSE
WILL RESIDE/BOARD: _____

DATE OF INSPECTION OF HORSE'S LOCATION: _____

INSPECTED BY: _____

NOTES: _____

