



South Eastern Equine Rescue Adoption Contract

This EQUINE ADOPTION AGREEMENT ("Agreement"), entered into on this ___ day of _____, 20__ ("Effective Date"), by and between _____ ("Adopter"), and South Eastern Equine Rescue, Inc. ("SEER");

Agreement is made for the Equine known as _____ (equine).
Age: ___ Color: _____ Sex: _____ Adoption Fee: _____.

WHEREAS, SEER is a non-profit entity that provides care, rehabilitation, and adoption services for equines that have been abandoned, surrendered, or seized by law enforcement;

WHEREAS, Adopter has applied for and been approved to adopt _____ (equine) through SEER;

WHEREAS, Adoption shall not be interpreted as ownership of the equine. Adoption means, for the purpose of this contract, to assume care of the equine with contingencies set forth in this document.

NOW, THEREFORE, the parties agree to the following:

ADOPTION

1. This Agreement shall remain in effect from the Effective Date until the last equine adopted through SEER is no longer at adopter's facility, or until the equine's death;
2. SEER must verify all equine deaths;
3. All fees and expenses, including adoptions fees and expenses and those incurred as a result of repossession, including any legal fees, are non-refundable and the rescue (SEER) is not liable for reimbursement, subject only to exceptions noted in this Agreement;
4. Adopter acknowledges that continued possession of said equine is contingent upon Adopter fulfilling all obligations, terms and conditions pursuant to the signed Adoption Agreement for said equine, and any breach of the Adoption Agreement requires the immediate return of said equine to SEER.
5. Adopter understands and agrees that equines adopted under the SEER Adoption Program (the "Program") are intended to be cared for and placed with the Adopter for the remainder of the equine's natural life. If an adopter decides to end an adoption for reasons other than verified health or financial concerns, equine(s) shall be returned to a SEER rescue location upon 14 days notice from Adopter. Adopter may choose to keep the equine in Adopter's facility, complying with the Standard of Care, while SEER secures a new home for the equine. Fifty percent (50%) of the adoption fee will be returned to the adopter if transportation is provided by adopter for the equine to a rescue facility and the equine returns with current coggins, vaccines and dental care, as well as at a weight measured as a 4-7 on the Henneke body condition scale. If the

rescue must transport the equine back to the rescue facility, the cost of transportation will be deducted from the amount of the returnable adoption fee that can be refunded up to the entire amount possible to be refunded. Additionally, no fees are refunded if the equine returns to the rescue underweight or showing signs of abuse as determined by the rescue. If the equine lacks a current coggins, vaccines or dental care, the cost to have these services rendered will be deducted from the amount the adoption fee that can be refunded up to the entire amount possible to be refunded. In those cases where original adoption fees were waived, Adopter will be billed as appropriate for current coggins, vaccines, medical care, dental care and transportation.

6. Any and all equines in Adopter's care adopted through the Program remain the sole property of SEER for the life of the equine. Adopters shall not transfer, sell, give away, lease, neglect, abuse or cause any other person to claim to have any partial or full ownership of any equine adopted through SEER. If Adopter violates this provision, Adopter agrees to reimburse SEER for any and all legal fees incurred in recovering the equine in question, for the entire rehabilitation of the equine prior to adoption and for the fair market value of the equine, as determined by the rescue. Adopter acknowledges that this sum would far exceed the small adoption fee paid toward the adoption of the equine as of the effective date of this contract.
7. Adopter acknowledges an opportunity to inspect the equine, including the use of a qualified veterinarian, has been offered and/or conducted and Adopter is satisfied with the equine's condition;
8. During the first twelve (12) months of the adoption, Adopter agrees to provide photo updates of the equine each month. Adopter shall complete a veterinarian screening which shall contain a verifiable statement of equine condition at the conclusion of the first twelve (12) months of adoption to confirm equine is at a health weight and is receiving care that meets the standards listed within this Agreement. Alternatively, Adopter may schedule a farm visit with SEER. Adopter shall reimburse SEER for travel costs incurred to conduct a farm visit. At the conclusion of first twelve (12) months following adoption, Adopter shall provide annual updates to include two (2) photos that are current for that year and an overview of the equine's condition for remainder of the equine's life;
9. Adopter shall comply with the Standard of Care contained herein. SEER may remove any SEER equine from Adopter at any time, without notice, if SEER determines, in the Board's sole judgment, that Adopter has failed to comply with the Standard of Care and thus endangering the life of the equine;
10. Adopter shall notify SEER if, at any time, Adopter cannot continue to care for an equine. Adopter shall transport the equine, at Adopter's expense, to a SEER rescue site. If SEER cannot accept the equine, Adopter shall pay reasonable board at a location selected by SEER. Alternatively, Adopter may keep the equine in Adopter's care for at least thirty (30) days to allow SEER to locate a foster facility. During this time, Adopter shall comply with the Standard of Care and shall not transfer possession to anyone without SEER approval;
11. If, at any time, Adopter experiences a confirmed health or financial emergency which makes care impossible or substantially difficult, Adopter shall immediately notify SEER. SEER shall return fifty percent (50%) of the adoption fee of any equine returned due to financial difficulties, provided Adopter complies with all provisions of this Agreement and the equine is in the same health and condition it was in on the Effective Date;
12. Adopter shall provide all necessary veterinary and farrier care to SEER equines in Adopter's care. SEER shall not be responsible for the vet care, farrier care, board or feed costs of the equine until such a time as a equine is returned back to our facility per the conditions laid out in this contact;

13. Adopter shall comply in a timely manner with SEER requests for information about any adopted equines in Adopter's care. Timely compliance and suitable condition are required throughout the life to the equine while in the adopter's care;
14. Equines cannot be moved from the location specified in the adoption application without express permission from SEER. In the event of an emergency, Adopter may move any SEER equine to a place reasonably determined by Adopter to be safe. Adopter shall give SEER notice of the new location as soon as possible;
15. Adopter shall only euthanize a SEER equine for sound medical reasons. In the event that a medical determination is made that a SEER equine must be euthanized, Adopter shall notify SEER immediately, when possible. In any event, Adopter shall notify SEER within twenty-four (24) hours of euthanasia and provide proof of humane euthanasia from Adopter's veterinarian;
16. Adopter agrees that while Adopter has possession of a SEER equine, SEER shall be allowed to enter Adopter's premises where the equine is located to inspect the equine and premises to verify compliance as long as SEER provides a twenty-four (24) hour notice to Adopter. Adopter acknowledges that failure to allow said inspection will result in equine being brought back into rescue immediately and the adoption being permanently terminated. SEER will not be required to provide twenty-four (24) hours notice if SEER has determined the equine's life may be in danger or the care is so deficient the time frame could result in the harm of equine. Refusal to allow SEER to inspect the equine and facility will result in immediate recovery by SEER of the equine;
17. Adopter hereby agrees to assume any and all risks of injury, death or property damage whether those risks are known or unknown. Adopter agrees to forever release SEER, its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, from any and all actions, claims or demands that Adopter, Adopter's heirs, distributes, guardians, next of kin, spouse or legal representatives now have, or may in the future, for injury, illness, death or property damage related to said equine adoption;
18. Adopter further agrees to indemnify and hold SEER, including its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, harmless for any and all injuries, illnesses or other damages of any sort in any way related to said equine adoption.
19. In the event that any part of this Agreement shall be held invalid or illegal for any reason, such invalidity or illegality shall not invalidate the whole release, but the remaining provisions of the Agreement shall continue to be valid and binding.
20. SEER shall make every effort to disclose the history of equine(s) to the best of its ability. Adopter acknowledges that the equine(s) in question are rescued equine(s), and in most circumstances, SEER may have little or no knowledge about the equine's prior life or training. SEER does not make any guarantees or representations regarding an equine's temperament or training. SEER does not make professional assessments due to the unknown histories of the adoptive equine(s). The Adopter acknowledges that it was given the opportunity to evaluate the equine personally and to have the equine evaluated by a third party prior to said adoption;
21. In the event of Adopter's death, Adopter's estate shall return the equine to SEER. No transfer of ownership of equines shall occur under this Agreement. Further, Adopter acknowledges that equines adopted through this program shall be excluded and will not become part of Adopter's estate;
22. Ownership of Equine: SEER retains exclusive ownership of the adopted equine for its entire natural life. The adopter acknowledges and agrees that ownership exclusively belongs to SEER.

23. Consideration: Adopter shall have free use of the equine in exchange for boarding and care of said equine for the duration of said equine's natural life time or until termination of this Agreement an return of said equine to SEER, whichever shall occur first; and upon the condition that the terms of this Agreement are adhered to by Adopter.
24. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Georgia law, excluding any laws that direct the application of another jurisdiction's laws;
25. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred;
26. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties;
27. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement;
28. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible;
29. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed b the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
30. Default.
- (a) Right of removal. Upon material breach of this Agreement, South Eastern Equine Rescue, Inc. will immediately remove said equine without incurring any responsibility to Adopter.
- (b) Right to collect fees and costs. This Agreement is terminated upon a breach of any material term and the South Eastern Equine Rescue, Inc. has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

STANDARD OF CARE

1. SEER equines shall, at all times, have a clean, safe shelter (a minimum of a three-sided stable shelter), sufficient high quality hay, concentrated feed (when needed), free choice water and mineral access, routine farrier trims (as needed), access to vet care (as needed), routine worming and vaccinations, training (if needed), safe fence and pasture (nothing loose, exposed, sharp) and sufficient room for exercise. Adopter shall not withhold any medical or dental care for any reason. Adopter shall always have an equine dentist, veterinarian or farrier made available to the equine if needed;
2. SEER equines shall not be bred, left un-gelded (if adopted too young from SEER to already have been altered), left untrained, beaten or abused. Adopter shall treat equines with kindness at all times. Adopter shall provide a copy of this Agreement to any boarding stable or veterinarian Adopter uses. If Adopter breaches this provision and breeds a SEER equine, Adopter shall forfeit the foal. Adopter shall return the foal and the adoptive equine to SEER.
3. Parties acknowledge that the equine is adopted "as is" and "with all faults".

This contract must be signed, notarized and delivered the day that an adoptive equine is picked up or mailed prior if equine is being delivered or transported professionally.

Adopter:

Signed this _____ day of _____, 20____.

Witness

By: _____
Adopter Signature

Notary Public

Adopter Printed Name

South Eastern Equine Rescue, Inc.:

Signed this _____ day of _____, 20____.

Witness

By: _____
SEER Signature

Notary Public

SEER Printed Name