



**HORSES WITHOUT HUMANS RESCUE ORGANIZATION
ADOPTION AGREEMENT AND BILL OF SALE**

This Horses Without Humans Rescue Organization (“HWH”) Adoption Agreement and Bill of Sale (“**Agreement**”) is entered into and effective this ____ day of _____, 20____, by and between Horses Without Humans Rescue Organization, a 501(c) (3) non-profit corporation & _____ an individual, (“**Adopter**”).

For and in consideration of the rights, obligations and duties set forth herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. ADOPTED HORSE.** Adopter agrees, pursuant to and in accordance with the terms and conditions of this Agreement, to adopt and provide reasonable care and maintenance for the following horse owned by HWH (“**Adopted Horse**”):

A. Name of horse: _____ B. Year of Birth (approx.): _____
C. Sex: _____ (gelding, mare) D. Breed: _____ E. Color: _____
F. Registration # (if known) _____ G. Registry: _____

2. TRANSFER OF OWNERSHIP AND POSSESSION.

(A) Conditions. As consideration for Adopter's payment of the adoption fee I the amount of \$ _____ (“**Adoption Fee**”), HWH agrees to transfer 100% ownership interest in the Adopted Horse to the Adopter free and clear of any clouds on title, liens or encumbrances. The Adopter shall take possession of the Adopted Horse on the effective date of this Agreement, at which time the Adopter assumes all risk of loss or injury to the Adopted Horse as well as all costs and liabilities arising out of the ownership of the Adopted Horse. Further, upon receipt of the Adoption Fee, HWH shall tender any registration papers in its possession to the Adopter.

(B) Prohibited Uses. Adopter agrees that under no circumstances shall the Adopted Horse be used for breeding purposes or be sold or transferred for slaughter or taken to a livestock auction.

3. RELEASE.

Adopter hereby releases, discharges and agrees to defend, indemnify, and hold harmless HWH from and against any and all claims, causes of action, liens, damages, losses, or injury (collectively “**Loss**”) which may be asserted by Adopter and/or any third party for Loss caused directly or indirectly by the Adopted Horse, or relating to or arising out of the use or care of the Adopted Horse as of the effective date of this Agreement.

Adopter's initials _____ (page 1 of 4)

HWH RESCUE ORGANIZATION Adoption agreement and Bill or Sale (page 2 of 4)

4. PRE-PURCHASE EXAM.

Adopter stipulates and acknowledges that Adopter has had the opportunity to have the Adopted Horse examined by a veterinarian of Adopter's choosing and is satisfied with the results. Adopter understands and agrees that HWH makes no warranties, expressed or implied, as to the Adopted Horse's health or fitness for any particular purpose and that Adopter is relying solely on the results of the pre-purchase exam (if conducted) and in any event not on any representations, suggestions, guarantees, or other statement by HWH or anyone on its behalf. Both HWH and Adopter agree that the Adopted Horse is being adopted in its "as is condition".

5. GENERAL CARE REQUIREMENTS.

Adopter will, at Adopter's sole risk, cost and expense, care for and maintain the Adopted Horse in accordance with "Horse Care Guidelines: The Humane Society of the United States". Adopter agrees to use safe, humane, and ethical methods of handling and training when working with the Adopted Horse. Adopter shall not breed horse. Should Adopter fail to provide this level of basic care at HWH's discretion, Adopter shall be considered in material breach of the Agreement.

6. FUTURE CARE.

(A) Inspection. Representatives of HWH may make unannounced visits to the facility where the Adopted Horse is stabled at any reasonable time to confirm that the Adopter is providing the care and maintenance required under the terms of this Agreement.

(B) Death. Adopter agrees to notify HWH immediately upon the death of the Adopted Horse, and to provide HWH veterinary certification as to cause of death within thirty (30) days after such death. Under no circumstances shall the Adopter cause the Adopted Horse to be put down or otherwise humanely destroyed without the recommendation of the Adopted Horse's treating veterinarian.

7. TERMINATION OF ADOPTION AND RIGHT OF FIRST REFUSAL.

All HWH adoptions are intended to last for the lifetime of the Adopted Horse. If Adopter is no longer able to care for the Adopted Horse or if at any point in the lifetime of the Adopted horse the current owner is unable to provide care for the Adopted Horse as required pursuant to this Agreement, HWH will be contacted first so they may terminate this Agreement and take ownership and possession of the Horse if deemed necessary in HWH's sole discretion in the best interest of the Adopted Horse. HWH is entitled to this right of first refusal without any compensation or other consideration paid to Adopter and Adopter is responsible for the expense of transportation of the Adopted Horse back to HWH.

8. RESALE / REHOMING.

Adopter agrees that Adopter is only allowed to sell the Adopted Horse into an "as good as" or "a better than" home than the Adopted Horse is currently receiving from Adopter. Adopter agrees to assign this Agreement to the new owner and provide this Agreement to the new owner who shall agree to be bound by its terms.

9. TRIAL PERIOD.

A trial period will be allowed for ten (10) calendar days ("Trial Period") during which the Adopted Horse will be placed with Adopter, but Adopter may return the Adopted Horse to HWH for any reason. The adoption fee is considered a donation to HWH and is non-refundable. The horse may be exchanged for another Horse of the same value if the circumstance meets criteria as follows: (continued page 3)

Adopter's initials _____

HWH RESCUE ORGANIZATION Adoption Agreement and Bill of Sale (page 3 of 4)

TRIAL PERIOD (con't)

(A) Notice of the intention to return must be received in writing by HWH within the Trial Period and the Adopter shall pay for transporting Adopted Horse back to HWH in the same or better condition as the Adopted Horse was received.

(B) If the Adopted Horse has been registered in Adopter's name, Adopter shall provide all properly-executed assignment documentation to HWH at the time of delivery of the Adopted Horse; and

(C) Adopter is responsible for any and all expenses during the Trial Period.

10. REMEDIES UPON BREACH.

(A) **Repossession of Adopted Horse.** In the event HWH determines, in its sole discretion, that Adopter is in breach of any term of this Agreement, or becomes aware that Adopter received a warning or citation for the inhumane treatment of any animal or the Adopted Horse, this Agreement shall be immediately terminated and any further rights of Adopter in the Adopted Horse considered null and void with no right of reimbursement for any incurred fees, costs, or other obligations regarding or relating to this Agreement or the Adopted Horse. Upon such breach, in addition to other remedies and damages available to HWH under this Agreement or applicable law, Adopter hereby authorizes a representative of HWH, without warrant or other required notice, to enter the property where the Adopted Horse is located and take immediate physical possession of the Adopted Horse without recourse from Adopter or other third parties.

(B) **Attorney Fees and Court Costs.** Adopter agrees to pay all reasonable attorneys' fees and costs incurred by and/or on behalf of HWH in enforcing this Agreement or defending against any claim arising out of or relating to this Agreement or the Adopted Horse.

11. NOTICE. All notices required or permitted hereunder will be deemed to have been delivered on the same day when sent via electronic mail, will be deemed delivered three (3) business days after mailed with U.S. Postal Service, and will be deemed delivered the next business day when mailed by overnight delivery to the contact information provided on signature page of this contract.

12. MISCELLANEOUS PROVISIONS.

(A) **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties agree and consent to the jurisdiction of the State of Florida, and venue in Gilchrist County, for this purpose.

(B) **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

(C) **Entire Agreement; Modifications.** This Agreement represents the entire agreement between the parties relating to the adoption of Adopted Horse and can only be amended by a writing executed by both Adopter and an authorized representative of HWH. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the Adopted Horse other than those incorporated herein.

(D) **Waiver.** No waiver of any breach or condition of this Agreement by HWH shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

Adopter's initials _____

HWH RESCUE ORGANIZATION Adoption Agreement and Bill of Sale (page 4 of 4)

(E) Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of HWH and Adopter, its and his/her respective heirs, executors, administrators, successors and permitted assigns.

(F) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

ADOPTER

Printed Name _____

signature _____

date signed _____

mailing address _____

_____ city state zip code

Physical address where Adopted Horse will be located

_____ city state zip code

Phone _____

email _____

HORSES WITHOUT HUMANS RESCUE ORGANIZATION

Authorized agent:

printed name _____

title _____

signature _____

date signed _____

address 6191 US Hwy 129 North

Bell, Florida 32619

phone _____

email _____

_____ copy of driver license or photo ID obtained



WE WILL BE THE CHANGE ONE HORSE AT A TIME.

AND ONE AFTER ANOTHER.