

Rocky's Horse Rescue and Rehabilitation Inc.

12155 A Creagerstown Rd

Thurmont, MD 21788 240-367-7256 rockyshorserescue@comcast.net

BREED \_\_\_\_\_ SEX \_\_\_\_\_

NAME \_\_\_\_\_

APPROXIMATE AGE OR DOB \_\_\_\_\_

COLOR \_\_\_\_\_

DISTINGUISHING MARKS:

\_\_\_\_\_  
MEDICAL HEALTH/NOTES

\_\_\_\_\_

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This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Rocky's Horse Rescue & Rehabilitation (Owner) and

\_\_\_\_\_ (hereinafter named Adopter).

I, \_\_\_\_\_, hereafter referred to as the adopter; hereby agree that the above described horse is being adopted by me solely as a pet for myself and/or my immediate family.

The adopter agrees, in accordance with the terms and conditions set forth in this agreement and Rocky's Horse Rescue & Rehabilitation rules and regulations, to adopt and care for this equine. Rocky's Horse Rescue & Rehabilitation will always have first right of refusal if for some reason you can no longer care for the adopted horse. No adoptions fees will be refunded.

\_\_\_\_\_ Adopters Initials

Adoption Fee

Adopter \_\_\_\_\_ shall pay Rocky's Horse Rescue & Rehabilitation an adoption fee in the amount of \$\_\_\_\_\_. The full fee must be paid prior to transfer of said equine from Rocky's Horse Rescue and Rehabilitation to the adopter's pre-approved facility.

Ownership:

Upon the expiration of two (2) years following the date of this Agreement, and provided that this Agreement has not been otherwise terminated and Adopter is not then nor has ever been in default under this Agreement, as determined by Rocky's Horse Rescue and Rehabilitation in its discretion, ADOPTER shall send ROCKY'S HORSE RESCUE AND REHABILITATION notice of their intention to obtain sole ownership of said HORSE. Rocky's shall, within thirty (30) days following the date of the Ownership notice forward the Transfer of Title. Notwithstanding any notice provisions under this Agreement to the contrary, if we do not receive Adopter's written election to become owner of the Adopted Animal within the aforementioned time period, then failure by Rocky's Horse Rescue and Rehabilitation to receive such notice shall be deemed Adopter's election not to become the owner of the Adopted Animal. Notwithstanding any terms of this contract to the contrary, transfer of ownership to Adopter shall be conditioned upon satisfactory inspection (as solely determined by Rocky's Horse Rescue and Rehabilitation) of

both the Adopted Animal and the Shelter Facility after the second year anniversary of this Agreement.

In the event Adopter elects to become the owner of the Adopted Animal by responding to the Ownership Notice within the time period specified above, Rocky's Horse Rescue and Rehabilitation shall, within thirty (30) days following receipt from Adopter of such election and subject to final inspection set forth in this contract, execute a Deed of Ownership in favor of Adopter, in substantially the form as attached, granting Adopter title to and ownership of the Adopted Animal, and at such time, this Agreement shall terminate and all rights and obligations of the parties hereunder shall cease unless otherwise specifically provided herein.

Owner at that time still agrees that the said equine cannot be sold at auction and must provide Rocky's Horse Rescue and Rehabilitation the First Right of Refusal of the equine if they decide to privately.

Terms and Conditions:

Prior to executing this agreement, the Adopter completed a Pre-Adoption Application. The Adopter understands that any misrepresentation here within constitutes a breach of agreement, and could result in immediate removal of said equine from the Adopter. In the event that Rocky's Horse Rescue and Rehabilitation has to transport or pay to transport said equine adopter will be legally responsible for said costs not to exceed \$500. Again adoption fees are non-refundable. The Adopter understands that caring for a horse can be expensive. The Adopter understands that he/she is responsible for any and all financial obligations regarding the care of the equine. The Adopter is NOT eligible to any reimbursement of any funds either directly or indirectly related to the Adopter's possession of the adopted equine. The Adopted equine does not come with a guarantee of soundness or other health related issues. We can only provide you with the information that we have in regards to the Equine that you are adopting.

Adopter agrees and understands that under no circumstance is an adopted horse to be sold at a Livestock Auction or to Slaughter. The Adopter will not sell or transfer the equine for the life of the horse without approval of Rocky's Horse Rescue and Rehabilitation. If the Adopter determines he/she can no longer care for the equine, the Adopter is required to first contact Rocky's Horse Rescue & Rehabilitation for First Right of Refusal, at no cost to the rescue, of equines or approval of new ownership if a new Adopter cannot be agreed upon.

The Adopter agrees that, at any reasonable time, representatives of Rocky's Horse Rescue & Rehabilitation may visit the facility to confirm that the Adopter is providing adequate care in accordance with the terms of this agreement. In the event that the Adopter desires to move the adopted equine, the Adopter agrees to notify the above mentioned rescue of the new address. The new address must also be in accordance with the pre-adoption application.

In the event that Rocky's Horse Rescue & Rehabilitation determines that the Adopter is in breach or default of any term or condition of this Agreement, Rocky's Horse Rescue & Rehabilitation may enter the facilities where the adopted equine is being kept and may take re-possession of the Adopted equine at \$0 cost to the rescue with no reimbursements of adoption fees to the adopter.

\_\_\_\_\_ Adopters Initials

Risk Of Loss

The Adopter understands that animals adopted from Rocky's Horse Rescue & Rehabilitation

have no guarantees regarding training level, soundness, temperament or general condition. The Adopter assumes full responsibility for any personal injury, property damage or death caused by the equine. Furthermore the Adopter agrees to hold harmless and indemnify Rocky's Horse Rescue and Rehabilitation, its volunteers, all persons associated with the program, its facilities, foster homes and service providers for any actions of the adopted equine.

\_\_\_\_\_ Adopter Initials

#### Breeding

The Adopter agrees that the adopted equine will not be used for breeding purposes. Any infringement of this policy will result in removal of the adopted equine. Any foal produced in violation of this agreement becomes the property of Rocky's Horse Rescue & Rehabilitation.

#### Governing Law And Venue

This agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the state of Maryland. The parties hereto shall consent to jurisdiction of the courts of Frederick County, Maryland for all purposes and for any disputes arising under the agreement.

#### Assignment

This Agreement shall not be modified without Rocky's Horse Rescue & Rehabilitation written approval.

#### Attorney Fees

In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.

#### Required Level of care:

The level of care of Adoption Horse (s) should be the highest standards in the industry. These horses have already been neglected and/or abused.

The adopted equine should be de-wormed by paste every 3 months rotating between types, unless otherwise noted by your vet.

A Licensed Veterinarian is to be called for any illness and/or any serious injury. Adopter agrees to notify Rocky's Horse Rescue and Rehabilitation if there are any serious illnesses and/or injuries to the adopted equine. If diagnosis of injury or illness cannot be treated due to financial reasons, horse must be returned to Rocky's Horse Rescue & Rehabilitation immediately at \$0 cost to the rescue.

The horse's hooves must be trimmed or shod by a qualified Farrier on a regular basis. The Feet are to be cleaned regularly.

Each horse must be fed according to its individual needs, workloads and lifestyle. All feeds need to be equine approved. Feed should include: high quality hay, grain and grasses if available.

Each horse must be offered no less than 20 gallons of fresh water each day, either in buckets or in regularly cleaned out water troughs. A stagnant pond or creek is not an acceptable primary source of water.

Adoption Horses should have their teeth checked and floated, if needed, annually.

The equine must not be worked beyond its ability. The horse needs proper training and progression to prepare for the physical demands you ask of it.

The adopter agrees not to work the horse beyond its physical limitations at any time or to put the horse in harm's way at any time.

Adopter shall not maliciously or negligently injure, harass or otherwise treat Adopted Equine inhumanely. If it is brought to the attention that the adopted horse is being abused and/or neglected, and we deem that to be the truth, the rescue will immediately take possession of said adopted horse at no cost to the rescue and no reimbursements of funds to said Adopter.

The horse must be pastured with another horse on the property. Horses are pack animals  
The horse must have at least one acre of clear-cut pasture.

The horse must have a 3-sided shed in the paddock to block wind and bad weather.

The Adopter will not allow anyone to ride the horse if they weigh more than 30% of the horse's weight. The horse will not pull anything weighing more than 30% of its weight.

No adopted equine will be used during sickness, injury or recuperation from an injury. Any time the equine is worked it must be sound and healthy.

Your pasture must have acceptable fencing. Barb wire is not allowed at any time.

\_\_\_\_\_ Adopters Initials

If in the event the adopted horse is boarded at a boarding barn and the board is 30 days past due, and the adopter and the boarding facility cannot reach an agreement, Rocky's will immediately seize said horses. This protects our horses from having a lien placed on them and avoids them being sold at public auction for non payment of board. All boarding barns must be aware of this clause and agree to that prior to the adopted horses being moved to a boarding facility. A Rocky's board member will contact each boarding facility to ensure this information is agreed upon.

\_\_\_\_\_ Adopters Initials

The Adopted Horse can be returned to Rocky's Horse Rescue & Rehabilitation at any time, regardless of reason, if you can no longer provide a loving, forever home.

The adopter agrees to abide by the required level of care stated herein. The adopter has read and understands all the terms and conditions of the Adoption Agreement of Rocky's Horse Rescue & Rehabilitation. If at any time the adopter has questions about these conditions or any other situations regarding these rules and regulations he/she must contact the rescue.

The adopter \_\_\_\_\_ understands by signing this agreement they are agreeing to abide by all the contents of this document, (pages 1-3).

\_\_\_\_\_  
Printed Name of Adopter

\_\_\_\_\_

Signature of Adopter

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Date

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Signature of Rocky's Horse Rescue & Rehabilitation:

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Printed Signature of Rocky's Horse Rescue & Rehabilitation:

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Date:

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Signature Rocky's Horse Rescue and Rehabilitation Witness

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Printed Signature Rocky's Horse Rescue and Rehabilitation Witness

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Date