



6360 Arborwood Ave. Cocoa, FL 32927 321-543-2924

Adoption Agreement

Horse Name: _____ MicroChip/Tattoo: _____

Year of Birth, Breed, Gender: _____

Barn/Address Name: _____

Adopter Name: _____

Mailing Address: _____

Your Phone: _____ Your Email: _____

Adoption Fee: _____

1. **CONSIDERATION:** In consideration for the stated fee of \$_____, payable upon execution of this agreement, Hidden Acres Rescue for Thoroughbreds grants to Adopter lifetime ownership of the horse, _____, Jockey Club Reg.# _____, for the purpose of providing a safe, healthy, and loving home, under the following terms and conditions.

2. **WAIVER OF LIABILITY:** Upon execution of this agreement and the included Waiver of Liability, Adopter hereby releases, holds harmless, exonerates and absolves Hidden Acres Rescue for Thoroughbreds, its owners, directors, members, managers and employees and agents from any and all liability whatsoever, in the event of injury or death or damage of any nature and kind to Adopter.

3. **DISCLOSURE:** Hidden Acres Rescue for Thoroughbreds agrees to disclose any known injuries, blemishes, unsoundness, or other pre-existing conditions. Adopter understands that many conditions of the horse are not obvious, and that Hidden Acres Rescue for Thoroughbreds cannot know all the details of the horse's history. Adopter acknowledges that he or she has sole responsibility for determining if the horse is fit for use.

4. **RIGHT OF INSPECTION:** Adopter agrees that an authorized representative of Hidden Acres Rescue for Thoroughbreds shall have the right to inspect the subject horse and the facilities where the horse shall be maintained.

5. **RIGHT OF RETURN:** In the sole discretion of the Adopter, the above horse may be returned to Hidden Acres Rescue for Thoroughbreds at any time. **Adopter shall be responsible for all costs of return.** Adoption fees shall be refunded in full, if the horse is returned within 30 days of the date of this Agreement, providing subject horse is returned free from damage to health or condition. If Adopter is in default of any of the conditions of this agreement, the adopter will acknowledge that Hidden Acres Rescue for Thoroughbreds may and will immediately take possession of the horse.

6. **CARE:** The Adopter will have a veterinarian examine the horse at a minimum of once every 6 months or as needed. The Adopter will agree to follow any recommendations the veterinarian provides. The Adopter will be solely responsible for all expenses involved with any veterinary examination.

Horse's veterinarian will be Name: _____

Address: _____ Phone: _____

7. **TRANSFERS, ASSIGNMENTS, SLAUGHTER:** Adopter agrees that said horse will never be offered for sale, trade, off property lease, off property rent or other forms of transfer without consent and approval of HART. Adopter shall not slaughter the subject horse, nor sell it for slaughter. Adopter agrees to contact Hidden Acres Rescue for Thoroughbreds by phone at 321-543-2924 or via email at suzanna.norris@hartforhorses.org if Adopter is not able or willing to care for the subject horse.

8. **LIMITATION OF USE:** The horse is transferred to Adopter solely for use as a pleasure or show horse. Adopter understands that the horse cannot be used for racing of any kind. Entry into any race or the publication of any recorded work by the horse will automatically void this agreement and Hidden Acres Rescue for Thoroughbreds shall take possession of the horse without court order. Return of horse in violation of this condition shall be at sole expense of the Adopter. The horse will not be used as a broodmare.

9. **CHANGE OF ADDRESS:** Adopter agrees to notify Hidden Acres Rescue for Thoroughbreds thirty (30) days prior to any change in location of horse. Adopter will otherwise maintain subject horse at the following address: Name, address and telephone number of the boarding facility/private residence where horse will reside:

10. **UPDATE REPORTS:** At the end of the twelfth month following the date of execution of this Agreement and at every year thereafter, or as requested by Hidden Acres Rescue for Thoroughbreds (HART), Adopter shall provide a written update report to HART. Report shall include a current photograph of the horse and a narrative description of the horse's progress and condition. Adopter agrees that HART has the right and authority to use, reproduce, publish, and distribute the horse's information and photo for promotional and advertising purposes.

11. **RIGHT OF TERMINATION:** Adopter understands that Hidden Acres Rescue for Thoroughbreds grants ownership of the above horse to Adopter only for such time as the above horse shall be maintained according to acceptable standards of horse husbandry. Adopter agrees to maintain said horse in good health, to provide adequate food, free access to water, shelter, farrier, dental, and veterinary care. At such time if said horse is not maintained according to acceptable standards of horse husbandry, as shall be determined by Hidden Acres Rescue for Thoroughbreds, this agreement shall terminate and Adopter shall surrender said horse to Hidden Acres Rescue for Thoroughbreds upon demand and without court order. In the event that Hidden Acres Rescue for Thoroughbreds shall void this agreement for reason of insufficient standard of care, Adopter shall be responsible for all costs of recovery, including transportation and legal fees. **If it is made known to Hidden Acres Rescue for Thoroughbreds, that the Adopter has breached articles 7, 8, or 9, Hidden Acres Rescue for Thoroughbreds, reserves the right to pursue litigation for breach of contract and seek unspecified damages.**

I am 18 years or older. All of the information I have given above is true and complete. I understand and agree to these terms, and have been given a copy of this document.

Adopter Signature _____ Date _____

Print _____

HART Representative _____ Date _____

Print _____

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