



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

## Adoption Contract

This contract is entered into between Hidden Acres Rescue for Thoroughbreds, a non-profit corporation hereinafter known as "HART", and \_\_\_\_\_, hereinafter known as "the Adopter".

In reference to the Equine listed below, the Adopter agrees to pay the adoption fee of \$\_\_\_\_\_.

**Horse Name:** \_\_\_\_\_ **Microchip/Tattoo #:** \_\_\_\_\_

**Registration #:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

**Gender:** \_\_\_\_\_ **Color/Markings:** \_\_\_\_\_

<b>Planned date for pickup:</b> _____ <b>Adoption Fee:</b> _____ <b>Medical Record Given:</b> _____
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### Adopter's Information

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Driver's License State/#** \_\_\_\_\_

Adoption, for the purpose of this contract, means to assume care of the Equine listed above with contingencies set forth in this document.

All fees and expenses, including adoption fees (except as noted in Item 7 below) and those incurred as a result of repossession, including any legal fees, are non-refundable and HART is not liable for reimbursement.

Adopter acknowledges that continued possession of the Equine listed above is contingent upon the Adopter fulfilling all obligations, terms, and conditions pursuant to the signed Contract for said Equine, and any breach of this Contract requires the immediate return of said Equine to HART.

HART has disclosed all known injuries, blemishes, unsoundness, and other pre-existing conditions to the Adopter. Adopter understands that many conditions of an Equine are not obvious and that HART cannot know all the details of the Equine's history.

Upon execution of this Contract, Adopter hereby releases, holds harmless, exonerates and absolves HART, its directors, members, managers, employees, and agents from any and all liability whatsoever, in the event of injury or death or damage of any nature or kind to the Adopter.

1. The Adopter understands and agrees that the Equine identified in this contract, hereinafter identified as "Equine", may be not be sold, given away, lent, leased, put to auction, sent for slaughter, or removed from the Adopter's personal supervision and control, or removed from the address described herein, except for emergencies, shows, trail rides, and other temporary events or situations without written approval of the HART. Should the equine not be at the location stated herein upon inspection by HART or representative of HART, the Adopter will relinquish any rights or interest Adopter may have in the Equine, if requested by HART.
2. The Equine is transferred to Adopter solely for use as a pleasure or show horse. Adopter agrees to never breed the Equine for the duration of the Equine's life. The Adopter also understands that the Equine cannot be used for racing of any kind. Entry into any race or the publication of any recorded work by the Equine will automatically void this agreement. and HART shall take possession of the Equine without court order. Return of Equine in violation of either of these conditions shall be at sole expense of the Adopter.
3. The Adopter agrees to meet HART's standards of care for this Equine. This includes, but is not limited to, maintaining good nutritional health, vet care, vaccinations, worming, dental and hoof care. Adopter also agrees to provide adequate shelter for the Equine, which may be in the form of safe stabling, run-in shed, or tree cover adequate to provide shelter from the wind and sun. Adopter has been made aware of any known special health needs of the Equine and agrees to provide medications and treatment that may be necessary to manage any known health problems.
4. Adopter agrees to notify HART thirty (30) days prior to any change in location of horse. Adopter will otherwise maintain subject horse at the following address:

Name, address, email address, and telephone number of the boarding facility/private residence where horse will reside:

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5. During the first year (12 months) of the adoption, Adopter agrees to provide photo updates very three (3) months. Adopter shall complete a veterinarian screening with verifiable statement of Equine condition at the conclusion of the first year (12 months) of adoption to confirm Equine is at a healthy weight and receiving care that meets the standards listed within this contract. Adopter

shall provide annual updates to include two (2) current photos and an overview of the Equine's condition for the remainder of the Equine's life to HART. 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.

Equine's Veterinarian will be:

Name of Veterinarian: \_\_\_\_\_

Name of Clinic: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

6. Adopter shall comply in a timely manner with HART requests for information about any adopted Equines in the Adopter's care. Timely compliance and suitable condition are required through the life to the Equine while in the Adopter's care.
7. Should the Adopter decide that the Equine is no longer wanted for any reason, Adopter understands that they are to contact HART immediately. HART will accept return of the Equine at any time. Adopter shall be responsible for all costs of return. If the Equine is returned within 30 days of this date of this Contract, Adoption Fees shall be refunded in full, provided that the subject Equine is returned free from damage to health or condition.
8. The Adopter agrees that HART, or its authorized representative, may enter the property where said Equine resides upon 24 hours' notice from HART and during normal business hours to determine if all conditions of this Adoption Contract are being complied with completely. Failure to allow inspection with 24 hours' notice will result in the Equine being brought back to HART immediately and the adoption being terminated permanently. Adopter understands that should a violation of any of the terms found in this agreement be found, and in the judgement of HART, determined that such conditions represent a danger to the health and welfare of the Equine, Adopter hereby authorizes HART or its authorized representative to enter the property at any time, and without further cause or warrant, upon the land where said Equine resides and take immediate physical possession of said Equine without recourse from the Adopter. Opting to revoke the right to inspect the facility where the Equine resides will result in immediate recovery by HART of the Equine.
9. Adopter shall only euthanize this Equine for sound medical reasons. In the event that the Adopter must euthanize, Adopter shall notify HART immediately, when possible. In all cases, Adopter shall notify HART within twenty-four (24) hours of euthanasia and provide proof of humane euthanasia from Adopter's veterinarian. HART shall also be notified in the event of the death of the Equine.
10. Failure to comply with the terms of this contract shall be considered Breach of Contract. Monetary penalties may be assessed at the discretion of HART, up to and including \$2000 Breach of Contract penalty, plus any costs for recovery and transportation of the Equine back to HART or HART's designated representative, any court costs or attorney fees incurred, and any associated vet bills, farrier costs, or other associated costs related to the Breach of Contract.

I certify that 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: \_\_\_\_\_

Adopter Printed Name: \_\_\_\_\_

HART Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HART Representative Printed Name: \_\_\_\_\_

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Cocoa, FL 32927  
321-543-2924

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<https://hartforhorses.org>