



Terolyn Horse Rescue, Inc.
47200 County Road 29
Elizabeth, CO 80107
303-243-1147

Adoption Contract

This Adoption Contract is a legally binding instrument between Terolyn Horse Rescue, Inc. (“THR”) and the Adopting Party (“Adopter”). All adopters are required to sign our Adoption Contract in order to help ensure the safety of the equine's future.

Name of Equine _____ **Breed:** _____
Color: _____ **Gender:** _____ **Age:** _____
Name and Phone Number of Adopting Party _____
Address of Adopting Party _____
Adoption Deposit (will be applied to the Fee when Fee payment is due): _____
Adoption Fee _____ **Due and Payable by:** _____

The Adopter has applied to have their [] home or [] intended boarding facility approved by THR as a satisfactory home for adopted equines. The home or facility has been approved by THR. Adopted equines that are located at an address other than the Adopter’s home will be located at the following:

(Facility name & address)

Terms and Conditions of Adoption

1. Adopter agrees to pay the full adoption fee stated above and understands that the equine remains the legal property of THR until such time as the brand inspection is transferred to Adopter by THR, if at all. If full payment of the adoption fee is not received by the due date stated above, Adopter shall, at its own expense return the equine to THR and pay for all costs and fees involved (vet and inspection fees, transport, etc.) and forfeit the Adoption Deposit.
2. Adopter understands and agrees that THR will retain possession of the brand inspection for at least six (6) months from the date of this Agreement. After that time, the Adopter may request in writing that THR transfer the brand inspection to the Adopter. Within two weeks of receipt of the request for the brand inspection transfer, THR will inspect the facilities where the adopted equine is being kept and make an assessment as to whether the terms of this Agreement are being reasonably fulfilled concerning the care of the adopted equine. If, in its sole discretion, THR is reasonably satisfied that the adopted equine is receiving the care required by this Agreement, THR will transfer the brand inspection and the ownership rights to the adopted equine to the Adopter.
3. Adopter agrees to adopt the equine as is. All responsibility for risks associated with, and liability for the care and control of the adopted equine shall transfer to Adopter from the date of signing this adoption contract forward, unless otherwise agreed upon in writing. THR is not responsible or liable for any injury or damage caused by the adopted equine, nor is THR responsible for any veterinary, medical or other expenses incurred after the date of the adoption unless otherwise prearranged and agreed upon in writing.
4. Adopter assumes all responsibility for treatment of any and all existing conditions and those that may subsequently occur. If the adopted equine has a medical condition known by THR, it is listed as

Addendum at the end of this agreement. By signing this agreement, Adopter acknowledges that they understand the extent of any medical condition(s) and the recommended treatment as specified in the Addendum. While THR makes every effort to provide all medical information, no guarantee is made as to the health of any equine offered for adoption. Adopter understands that all information (breed, age, etc.) about this equine is based on details provided by the equine's previous owners, a Veterinarian, or THR and may or may not be accurate.

5. It is the intention of THR to monitor the care and health of the adopted equine while in the care of Adopter. Accordingly, Adopter agrees to allow THR personnel to make reasonable visits to the equine's location with Adopter, to take calls from THR personnel with respect to the adopted equine's condition, and/or respond to emails from THR in conjunction with this adoption agreement. Any and all visits will be made by appointment only, to be scheduled within a reasonable timeframe after a request of THR. Adopter understands that refusal of scheduling and/or allowing visits/checkups within a reasonable timeframe may result in reclaiming the equine by THR as stated in connection with paragraph 14 below.

6. Adopter agrees to assure this equine a loving home in which it will be provided proper food, fresh water, adequate exercise, a secure and safe living environment, and appropriate shelter at all times.

7. Adopter agrees to provide veterinary care as needed, including all vaccinations, dewormings, and examinations required to maintain good health. Adopter also agrees to provide regular hoof and dental care as defined by current industry standards.

8. Adopter agrees that should it no longer be able to care for or for any reason need to relinquish ownership of the adopted equine, THR shall immediately be notified. The equine must then be returned to THR. THR will always accept returned equines for the duration of their lifetime, regardless of age or condition.

9. If the equine is young or untrained when originally adopted and has consequently received extensive training while in the Adopter's possession (thereby increasing the value of the equine past the original adoption fee) the Adopter may be allowed to resell the equine to recoup time and expenses, but only with the prior written approval of THR. THR must approve any new home, and the new adopter of the equine must sign a similar contract with THR in order to ensure the continued safety of the equine.

10. Adopter agrees that the equine shall not be sold through auction or be sold to slaughter, through either the direct or indirect actions of Adopter.

11. Adopter understands and agrees that equines adopted from THR 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 any reason, the equine(s) shall be returned to THR 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 THR secures a new home for the equine. 50% of the adoption fee will be returned to the adopter if the equine is returned within 2 months of the contract date and transportation is provided by Adopter for the equine to the rescue facility and the equine returns with current hoof care, current vaccines and proper dental care, as well as at a weight measured as a 5-7 on the Henneke body condition scale. If THR 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. No fees shall be refunded to Adopter if the equine returns to the rescue underweight or reasonably showing signs of abuse as determined by the rescue. If the equine lacks current hoof care, vaccines or dental care, the cost to have those services rendered will be deducted from the amount the adoption fee that will be refunded up to the entire amount possible to be refunded.

12. Adopter agrees that this equine shall not be used for breeding purposes.

13. Adopter agrees to never allow the adopted equine to be used for equine experimentation, Premarin production, as rough stock in rodeos, or for cruel sports such as equine “tripping”.

14. Adopter agrees to use safe, humane and ethical methods of handling and training when working with the adopted equine. Adopter agrees to comply with all state and local laws and ordinances regarding the keeping and care of equines. Adopter agrees that all information submitted to THR within the Adoption Application, Adoption Contract, interviews, emails, and phone conversations is true to the best of the Adopter's knowledge. Any false information given to THR concerning Adopter’s equine experience, intentions for this equine and/or the care of this equine shall be sufficient reason for reclaiming the equine by THR.

15. Adopter agrees that this Adoption Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.

16. This Adoption Contract is made and entered into in the State of Colorado, and shall be enforced and interpreted under the laws of this state. When Adopter and THR sign this contract, it will then be binding on both parties. Any failure to perform the foregoing agreement will constitute a breach of contract. In the event of any such breach of contract, Adopter authorizes THR to reclaim both possession and ownership of the adopted equine and agrees to relinquish custody of the adopted equine immediately upon request by THR or its authorized representative. In the event that such action is necessary, Adopter hereby waives any claim for a refund of any kind for any fees and expenses that may have been incurred, and agrees to pay all necessary and reasonable costs incurred by THR in recovering the possession of the adopted equine, including all reasonable costs and attorney fees necessary to enforce THR's rights under this agreement.

This Adoption Contract is subject to the laws of the State of Colorado. The parties have executed this Adoption Contract on the date written below.

Adopting Party
Date: _____

THR
Date: _____

Addendum

