

ADOPTION AGREEMENT

This Adoption Agreement, by and between Western Montana Equine Rescue & Rehabilitation, Inc. (WMER&R), a charitable non-profit organization, and _____ (the adopter) is for the placement of _____ the adopted equine, in the care of the adopter subject to the terms herein.

The adopted equine is identified as follows:

Disclosure and Acknowledgements:

What WMER&R knows about the equine (i.e. has been abused and/or neglected, kicks, bites, rears, limitations on riding) - see attached.

Health history of adopted equine - see attached.

ADOPTER ACKNOWLEDGES THAT EQUINES ARE INHERENTLY DANGEROUS AND THAT THE ADOPTED EQUINE MAY HAVE BEEN ABUSED OR NEGLECTED TO AN EXTENT WHICH MAY IMPACT ITS RELATIONSHIP TO PEOPLE AND OTHER ANIMALS. WMER&R HAS LIMITED KNOWLEDGE OF THE ADOPTED EQUINE'S RESPONSE TO VARIOUS CIRCUMSTANCES. ACCORDINGLY, WMER&R IN NO WAY GUARANTEES THE SAFETY OF ADOPTED EQUINE TO PEOPLE OR OTHER ANIMALS THAT COME IN CONTACT WITH THE ADOPTED EQUINE.

Financial Obligations:

WMER&R has no financial obligations for equine after equine is in possession of Adopter.

Adopter will pay an Adoption Fee of _____ upon signing this Agreement.

Adoption Care Requirements:

The Application for Adoption and answers therein are hereby incorporated into this Agreement. The Adopter agrees to abide by procedures of care as stated in the Application, with any amendments to those equine care procedures as provided to Adopter by WMER&R.

The Adopter agrees to notify a veterinarian immediately upon the discovery of any medical problem except those minor medical problems that are usual and incident to regular equine maintenance. For up to one year after Adopter takes possession of equine, the Adopter agrees to notify WMER&R for any medical problem of adopted equine for which a veterinarian is called.

Location and Inspection of equine facility:

WMER&R shall inspect facility prior to possession.

For up to one year after having taken possession of adopted equine, Adopter agrees that WMER&R may make unannounced visits to the facility where the adopted equine is kept at any reasonable time to confirm that the Adopter is providing the care and maintenance pursuant to and in accordance with the terms of this agreement.

If Adopter desires to move the adopted equine to another facility within that one year period and for a period greater than ten days, the Adopter agrees to notify WMER&R at least 10 business days prior to the move and provide WMER&R the opportunity to inspect and approve the new facility. Any new location of the facility must be expressly approved by WMER&R prior to the adopted equine being moved.

Breeding Limitations:

The Adopter agrees that the adopted equine will not be used for any breeding purposes unless specifically authorized by WMER&R.

Death of Adopted Equine:

The Adopter agrees to notify WMER&R within 10 business days upon the death of the adopted equine.

Return of Adopted Equine:

If, for any reason, the Adopter is unable or unwilling to care for the adopted equine as set forth in this Agreement, Adopter will immediately so notify WMER&R and allow WMER&R to retain possession of the adopted equine(s). Adopter agrees to make reasonable accommodations for WMER&R's repossession of the adopted equine.

UNDER NO CIRCUMSTANCES SHALL THE ADOPTER ATTEMPT TO OR PURPORT TO SELL, TRADE, ABANDON, TRANSFER OR OTHERWISE GIVE THE ADOPTED EQUINE AWAY. UNDER NO CIRCUMSTANCES SHALL THE ADOPTED EQUINE BE SOLD FOR SLAUGHTER.

Remedies Upon Breach:

Upon Adopter's breach of any term of this Agreement, or upon Adopter's involvement with any humane society or animal control agency that results in a warning or citation for the inhumane treatment of any animal, WMER&R may enter onto the premises and into the facilities where the adopted equine is being kept, and may retake possession of the adopted equine. In the event any term of this agreement is breached, the Adopter shall not be entitled to any reimbursement of any funds whatsoever directly or indirectly related to the adopter's possession of the adopted equine.

Severability:

If any term of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term shall be valid and enforceable to the fullest extent of the law.

Assignability:

The rights and obligations of the Agreement are not assignable by either party except upon the written agreement of the parties.

Entirety of Agreement of Modifications:

This Agreement and any attachments hereunder represents the entire Agreement of the parties relating to the adoption of the adopted equine. This Agreement shall not be modified or amended except in writing and when signed by all parties.

This Agreement was entered into this _____ day of _____, 201____.

Representative of Western Montana
Equine Rescue & Rehabilitation, Inc.
P.O. Box 1168
Corvallis, Montana 59828

Adopter Signature

Print Name

Adoption Fee Received: _____

Email

Brand Inspection: _____

Phone