

ADOPTION CONTRACT

This Adoption Contract ("Contract") is entered into on _____, 2011, at Tucson, Arizona, between HEART of Tucson ("HEART") and _____ ("Adopter"), who resides at _____.

HEART and Adopter agree to be bound by all the terms and conditions of this Contract as set forth as follows:

- 1) **THE EQUINE:** The Adopter agrees to adopt and care for the horse (or pony, mule, donkey, other equine) known as _____ ("Equine"), whose age is approximately _____ years and whose height is _____ hands. A photograph of the Equine is attached to this Contract and is incorporated herein by reference as Attachment A. The Equine is further described as (insert breed, color, sex, markings, scars, etc.). The Equine is currently owned by HEART.
- 2) **TRANSFER OF POSSESSION:** HEART agrees to transfer possession of the Equine to the Adopter, subject to all of the terms and conditions of this Contract.
- 3) **ADOPTION FEE:** The Adopter agrees to pay HEART a non-refundable adoption fee in the amount of _____. This adoption fee must be paid in full before the possession of the Equine is transferred from HEART to the Adopter. The Adopter agrees and understands that the adoption fee is non-refundable.
- 4) **HEART RETAINS OWNERSHIP:** The Adopter agrees and understands that this Contract is not a contract of sale of the Equine; and the Adopter further agrees and understands that this Contract does not transfer any ownership interest in or title to the Equine; and the Adopter agrees and understands that all ownership in and title to the Equine remains with HEART.
- 5) **OWNERSHIP MAY BE TRANSFERRED AFTER ONE YEAR:** The Adopter agrees and understands that a transfer of ownership in and title to the Equine may be made one (1) year or later from the date this Contract is executed, if, in the sole and exclusive judgment and discretion of HEART, the Equine is deemed safe and being cared for in an appropriate manner.
- 6) **CARE FOR THE EQUINE:** The Adopter agrees to provide complete and appropriate care for the Equine at the expense of the Adopter, including wholesome and adequate food, clean water, all necessary supplements, safe and adequate shelter, hoof care no less often than every six (6) to eight (8) weeks, dental care, all necessary routine and emergency veterinary care including vaccinations, adequate and appropriate exercise, and adequate and appropriate training.
- 7) **PROOF OF ADEQUATE CARE:** The Adopter agrees and understands that HEART may, in its sole discretion, require proof of any or all of the above requirements of care for the Equine. Should the Adopter fail to provide such proof within five (5) business days after such request is made by HEART, the Adopter will be considered to be in material breach of this Contract, and HEART may take immediate possession of the Equine without further notice to the Adopter.

- 8) **SPECIFIC CARE REQUIREMENTS:** The Adopter agrees and understands that the Equine may have unique and specific care, training, nutritional and other needs. These needs are set forth in Attachment B (“Attachment B”), which is attached hereto and incorporated herein by reference. HEART shall provide health records and any other information of which it has knowledge at the time this Contract is executed, and shall set forth in Attachment B any medications, supplements, medical devices, training aids or other items that are necessary and appropriate for adequate care of the Equine.
- 9) **SPECIFIC RIDING AND DRIVING LIMITATIONS:** The Adopter agrees and understands that in order to prevent injury to the Equine and to the Adopter, there may be limitations as to the type of riding and driving for which the Equine may be used, including but not limited to weights of riders, weights of carts, types of bits and harnesses, type of saddles, hoof boots, etc. These limitations are set forth in Attachment B and are agreed to by Adopter.
- 10) **LOCATION AND INSPECTION:** The Adopter agrees to notify HEART of any change of location of housing of the Equine, whether temporary or permanent, not less than ten (10) business days prior to any such change of location. Adopter agrees and understands that HEART or its representatives may make unannounced visits at any reasonable time to any facility where the Equine is housed to confirm that the Equine is receiving adequate and appropriate care in accordance with the terms of this Contract.
- 11) **EQUINE VIRTUAL ANGEL PROGRAM:** The Adopter agrees to be bound by all the terms of the Equine Virtual Angel program (“EVA”) if the EVA is applicable to this adoption. In such case, the terms of the EVA are attached hereto and incorporated herein by reference as Attachment C.
- 12) **BREEDING PROHIBITED:** The Adopter agrees that under no circumstances shall the Equine be used for breeding purposes, and that if the Equine is a mare, she shall not be permitted access to any stallion or other male equine capable of reproduction.
- 13) **EXPERIMENTATION PROHIBITED:** The Adopter agrees and understands that under no circumstances shall the Equine be used for any experimental purposes, including but not limited to clinical trials of medications or medical devices.
- 14) **COMMERCIAL USE PROHIBITED:** The Adopter agrees and understands that under no circumstances shall the Equine be used for commercial purposes, including but not limited to riding for hire, driving for hire, parties and entertainment for compensation, training for compensation, unless any commercial use is specified and described in Attachment B and agreed to by Adopter and HEART.
- 15) **TRANSFER OF POSSESSION PROHIBITED:** The Adopter agrees and understands that under no circumstance may the Equine be abandoned, traded, sold, loaned, leased, given away or transferred. After ownership of Equine is transferred to Adopter from HEART, should ADOPTER desire to transfer ownership of the Equine, Adopter agrees and understands that HEART shall be given the right of first refusal of ownership of such Equine.

- 16) **SERIOUS ILLNESS OR INJURY:** Adopter agrees to notify HEART immediately if the Equine is seriously injured or develops a serious illness. Adopter agrees and understands that Adopter shall be responsible for all expenses relating to the care of the Equine, including emergency and routine veterinary care. In its sole discretion, HEART may release Adopter from this requirement after ownership of the Equine is transferred to Adopter.
- 17) **DEATH OF EQUINE:** The Adopter agrees to notify HEART immediately upon the death of the Equine, and to provide HEART with certification from a licensed veterinarian within five (5) business days from the date of such death as to the cause of the Equine's death.
- 18) **EUTHANASIA:** The Adopter agrees that the Equine may not be killed other than by a licensed veterinarian in a humane manner, and such euthanasia may be performed only to alleviate uncontrollable suffering. The Adopter further agrees that prior to permitting humane euthanasia, the Adopter shall notify and consult with HEART.
- 19) **TERMINATION OF CONTRACT BY ADOPTER:** If for any reason the Adopter is unwilling or unable to care for the Equine as set forth in this Contract, Adopter shall notify HEART immediately and shall allow HEART to retake possession of the Equine at the expense of the Adopter. In no case shall any portion of the adoption fee be refundable in the event HEART takes possession of the Equine.
- 20) **BREACH OF CONTRACT:** In the event HEART determines that the Adopter is in breach of any term of this Contract, or if HEART becomes aware of any material misstatement in the Adoption Application submitted to HEART, or if HEART learns that any humane society or animal control agency warns or issues a citation to the Adopter regarding inhumane treatment of any animal in the possession of the Adopter, this Contract shall be considered null and void. In the event this Contract is deemed null and void by HEART for any of the foregoing reasons, HEART may enter onto the premises where the Equine is housed and may retake possession of the Equine. In the event this Contract is deemed null and void by HEART for any of the foregoing reasons, Adopter understands and agrees that Adopter shall not be entitled to refund of any fees or expenses directly or indirectly related to the adoption of the Equine.
- 21) **LIABILITY:** Adopter agrees and understands that equines are unpredictable animals and that activities involving equines are inherently dangerous. The Adopter agrees to hold HEART harmless for any property damage or personal injury the Equine may cause while in the possession, care, custody or control of the Adopter.
- 22) **ASSIGNABILITY:** The parties agree that the rights and obligations of this Contract are not assignable by either party except upon the written agreement of both parties to this Contract.
- 23) **NOTICES:** The parties agree that all notices, demands and other communications pursuant to this Contract shall be deemed to have been duly given and made if delivered personally, or if sent in writing by registered or certified mail, return receipt requested, properly addressed and postage prepaid to:
 - (a) HEART of Tucson

120 S. Houghton Road, Suite 130-267
Tucson, AZ 85748-2155

(b) **Adopter's name**
Adopter's full address from page one

- 24) **CHOICE OF LAW:** The parties agree and understand that the rights and obligations under this Contract shall be subject to and shall be interpreted and construed under the laws of the State of Arizona. The parties to this Contract agree and consent to be subject to the jurisdiction of the courts of the State of Arizona for all purposes and for any disputes arising under this Contract.
- 25) **MODIFICATIONS:** This Contract shall not be modified or amended except by a writing signed by both parties to this Contract.
- 26) **LIQUIDATED DAMAGES:** In the event the Adopter breaches any term of this Contract and thereby renders this Contract null and void, and in addition to the repossession rights to the Equine set forth herein, the Adopter agrees to pay HEART the sum of three hundred dollars (\$300.00) as liquidated damages for reimbursement of the costs of transportation of the Equine to HEART after such repossession.
- 27) **ATTORNEYS FEES AND COURT COSTS:** Adopter agrees to pay any and all reasonable attorneys' fees and court costs incurred by HEART in the event any dispute arising out of this Contract is forwarded to any attorney for enforcement.
- 28) **ENTIRE AGREEMENT:** This Contract, and any Attachments hereto, represent the entire agreement between the parties relating to the adoption of the Equine. All prior negotiations between the parties are merged into this Contract and there are no other understandings or agreements between the parties regarding the adoption of the Equine other than those incorporated in this Contract.

This Contract is accepted by and is entered into by:

Judy Glore, President
HEART of Tucson

Name
Adopter