

**Another Chance Equine Rescue, Inc.**  
**ADOPTION AGREEMENT**

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This Adoption Agreement (*hereinafter "Agreement"*) is entered into this (*date*) \_\_\_\_\_, 20\_\_\_\_, by and between **ANOTHER CHANCE EQUINE RESCUE**, (*hereinafter "ACER"*) and Adopter Name \_\_\_\_\_, Address \_\_\_\_\_, State/Zip \_\_\_\_\_, Phone \_\_\_\_\_, (*hereinafter "Adopter"*).

**1. ADOPTED ANIMAL**

The Adopter hereby agrees, pursuant to and in accordance with the terms and conditions as set forth in this Agreement, to adopt and provide care for that horse/pony known as \_\_\_\_\_ (*hereinafter "Adopted Animal"*), age \_\_\_\_\_, sex \_\_\_\_\_ breed \_\_\_\_\_ color \_\_\_\_\_, markings \_\_\_\_\_ approximate height \_\_\_\_\_, approximate weight \_\_\_\_\_ (lbs.) which horse/pony is currently owned by ACER. See Exhibit 1 attached hereto for a visual illustration of the Adopted Animal and its markings and or tattoos.

**2. TRANSFER OF POSSESSION OF ADOPTED ANIMAL**

**A. Continuing Conditions.**

ACER hereby agrees to transfer possession of the Adopted Animal to the Adopter, subject to the continuing conditions set forth in this Agreement.

**B. Adoption Donation.**

The Adopter understands that a non-refundable adoption donation in the amount of \$ \_\_\_\_\_ to ACER. This adoption donation must be paid in full before the Animal is removed from ACER premises, unless a financial agreement otherwise has been agreed to by ACER and attached to this Agreement.

**C. Disclosure and Release Agreement.**

The Adopter must complete the Adoption Agreement, prior to ACER allowing the Adopter to remove the Adopted Animal from ACER premises. *THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT IS AN AGREEMENT OF POSSESSION. ACCORDINGLY, THIS AGREEMENT DOES NOT TRANSFER ANY TITLE TO OR OWNERSHIP INTEREST IN THE ADOPTED ANIMAL. THEREFORE, AT ALL TIMES, ACER RETAINS OWNERSHIP RIGHTS IN AND TITLE TO THE ADOPTED ANIMAL.*

**D.** Adopter may, after having the horse or pony for a period of no less than 5 years and in compliance with all care requirements, request in writing permission to attain ownership of adopted horse or pony. ACER Board of Directors will vote on this request and the Adopter will be notified in writing of this decision within 30 days of request. If ownership is granted, ACER retains the right of first refusal back of the rescued horse should the adopter ever decide to not continue with ownership. There will be no charge to ACER for the reclaimed horse in this matter.

### **3. GENERAL ADOPTED ANIMAL CARE REQUIREMENTS**

The Adopter will, at his or her own expense, care for and maintain the Adopted Animal in strict accordance with existing ACER Adopted Animal Care Guidelines, as such Guidelines may exist from time to time. The current guidelines are attached hereto. Upon written request by the Adopter to ACER, ACER will provide to Adopter a current and updated copy of such Guidelines. Such required care and maintenance shall include, but shall not be limited to, the following: providing the Adopted Animal with adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items of supplements set forth in Section 4 below; safe and adequate shelter, which shall include at least a stall, run-in shed and turnout area; proper, adequate and regular exercise; appropriate hoof care no less often than every six to eight weeks; any required veterinary attention, including yearly vaccinations of EWT, Rhino, Flu and any other diseases for which vaccines may be generally recommended in the State of OHIO from time to time; and treatment as preventative care against parasites such as de-worming no less often than every 3 months. ACER may, at their sole discretion, require receipt of proof of any and all of the above required actions. Should the Adopter fail to provide to ACER such proof within ten business days after such request is made by ACER, then the Adopter shall be considered in material breach of this Agreement, thereby rendering ACER's obligation to allow continued possession of the Adopted Animal null and void, and rendering this Agreement terminated in accordance with Section 8 hereto.

### **4. CARE REQUIREMENTS SPECIFIC TO THE ADOPTED ANIMAL**

The Adopter understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. ACER hereby provides the Adopter with the health records of the Adopted Animal that were known to ACER at and/or after the time ACER obtained possession of the Adopted Animal, and the specially required medications and nutritional needs of the Adopted Animal. ACER and the Adopter agree that ACER makes the following disclosures as a courtesy to the Adopter and these disclosures are merely opinions. ACER recommends that all adopters consider a pre-purchase exam by a veterinarian of their choice before finalizing this adoption contract. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health or mental disposition of the Adopted Animal.

#### **A. Health History and Health Problems of Adopted**

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**Health History**

#### **B. Required Medications and Supplements for Adopted Animal:**

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**Required Medications**

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#### **C. Limitations as to Riding Adopted Animal.**

The Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal. The Adopter agrees to ride the Adopted Animal only in accordance with those limitations in order to ensure that there will be no additional injuries to the Adopted Animal or injuries to the Adopter.

Specific Riding Limitations of Adopted Animal:

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**5. Locations and Inspection of Adopted Animal**

**A. Location of Adopted Animal.**

The Adopter agrees to notify ACER upon the execution of this Agreement of the exact location of the facilities where the Adopted Animal will be kept.

**B. ACER Inspection of Adopted Animal.**

The Adopter agrees that representatives of ACER may make unannounced visits to the facility where the Adopted Animal 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.

**C. Change in Location of Adopted Animal.**

In the event that the Adopter should desire to move the Adopted Animal from the initial facilities of the Adopted Animal to a different facility after the Adopter assumes possession of the Adopted Animal, the Adopter agrees to notify ACER at least 10 business days prior to the proposed move of the proposed new location of such new facilities of the Adopted Animal. Any new location of the facilities must be expressly approved by ACER prior to the Adopted Animal being moved to the location of such new facilities. The Adopted Animal shall not be removed from the State of OHIO except by written Agreement of the parties, which agreement shall be attached as an addendum hereto, become part of this Agreement and shall set forth specific provisions for ACER initial and ongoing inspection and monitoring of such location outside of the State of OHIO.

**D. ACER Boarding of Adopted Animal.**

In the event that the Adopter should desire to board the Adopted Animal at any facilities of ACER, Adopter and ACER shall enter into and execute the Horse Boarding Agreement attached hereto as Addendum I.

**E. Breeding.**

The Adopter agrees that under no circumstances will the Adopted Animal be used for breeding purposes.

**F. Death of Adopted Animal.**

The Adopter agrees to notify ACER immediately upon the death of the Adopted Animal, and to provide ACER veterinary certification as to the cause of the Adopted Animal's death within 5 business days after such death.

**6. TERMINATION OF AGREEMENT BY ADOPTER**

If for any reason the Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately so notify ACER and allow ACER to retain possession of the Adopted Animal. Transportation to ACER will be at the expense of the adoptee. No other extraneous charges or cost incurred by the adopted before repossession by ACER will be liable to ACER. Under no circumstances shall the Adopter attempt to or purport to sell, trade, abandon, transfer or otherwise give the Adopted Animal away. Should the adopted animal be returned to ACER due to termination of this contract by the adopter, no monies will be reimbursed to the adopter. Should the adopted horse no longer meet the needs of the adopter, the adopter may return the horse to ACER, the adopter will be eligible to adopt future ACER horses. All ACER adoptions are intended to last for the life of the horse. Under no circumstances shall the Adopted Animal be sold for slaughter.

As an alternative to ACER retaining possession of the Adopted Animal, the Adopter may propose a suitable third party to assume the Adopter's obligations under this Agreement, which proposal of obligation assumption will not be unreasonably denied by ACER, but shall be contingent upon: (1) ACER approval of such third party after consultation with such third party, which approval shall be based upon those factors that ACER uses at that time to determine suitability of Adopters; and (2) execution by such third party of an Adoption Agreement.

## **7. ADOPTED ANIMAL MEDICAL PROBLEMS ARISING AFTER TRANSFER OF POSSESSION TO ADOPTER**

The Adopter agrees to notify ACER and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse/pony maintenance. ACER is available, should you need assistance in locating a veterinarian that is proficient in equine care. The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise humanely destroyed without first consulting ACER and a veterinarian. In the event of an life threatening emergency, illness or injury if an ACER representative can not be reached, the professional opinion of the veterinarian at the scene will be adhered to. In any event of humane euthanasia a written veterinarian report stating the initial illness or injury which caused him to render his decision will be forwarded to ACER within 5 days of the death of the horse or pony. Before the horse or pony can be rendered or buried, a representative of ACER will personally view the dead animal as a matter of record.

## **8. REMEDIES UPON BREACH**

### **A. ACER Repossession of Adopted Animal.**

In the event that ACER determines that the Adopter is in breach of any term of this Agreement, or becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal or the Adopted Animal, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, ACER may enter onto the premises and into the facilities where the Adopted Animal is being kept and may retake possession of the Adopted Animal. In the event this Agreement is rendered null and void by the Adopter's breach of any term of this Agreement, 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 Animal.

### **B. Attorney's Fees and Court Costs.**

Adopter agrees to pay any and all reasonable attorney's fees and any and all court costs of ACER in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of ACER'S rights and remedies under this Agreement.

## **9. CHOICE OF LAW**

This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of OHIO, County of Lorain. The parties hereto shall also consent to jurisdiction of the courts of OHIO for all purposes and for any disputes arising hereunder.

## **10. MODIFICATIONS**

This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.

**11. SEVERABILITY**

If any term of this Agreement or the application there of 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 permitted by law.

**12. ASSIGNABILITY**

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

**13. PARAGRAPH HEADINGS**

The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any Section hereof.

**14. NOTICES**

All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent registered or certified mail, return receipt requested, property addressed and postage prepaid as follows: (1) Entire Agreement; Modifications. This Agreement and any Exhibits, attachments or Addenda represents the entire agreement of the parties relating to the adoption of the herein referenced animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

*IN WITNESS WHEREOF* this Adoption Agreement has been executed as of the day and year first above written.

**SIGNATURES:**

**WITNESS:**

**ADOPTERS:**

\_\_\_\_\_  
*Sign Name*

\_\_\_\_\_  
*Sign Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Driver's License #*

**ACER** \_\_\_\_\_

**Date** \_\_\_\_\_