



Gentle Spirit Horses Rescue & Sanctuary Adoption Agreement

This Adoption Agreement (this "Agreement") is entered into this _____ day of _____, 2014, by and between GENTLE SPIRIT HORSES RESCUE & SANCTUARY, a South Dakota non-profit corporation located at 25573 475th Avenue, Renner, SD 57055 ("GSH") and _____ individually, having an address of _____, _____, _____ individually (the "Adopter.") For and in consideration of the rights, obligations and duties set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Adopted Animal. Adopter agrees, pursuant to and in accordance with the terms and conditions of this Agreement, to adopt and provide care for that equine known as "(GSH# and name of horse)" (the "Adopted Animal"), approximate age _____, sex _____, breed _____, color _____, markings _____, approximate height (taped) _____, approximate weight _____ pounds, which Adopted Animal is currently owned by GSH. See website printout attached hereto as Exhibit 1 for a visual illustration of the Adopted Animal and its markings and or tattoos.

Transfer of Possession of Adopted Animal.

A. Continuing Conditions. GSH agrees to transfer possession of the Adopted Animal to Adopter, subject to the continuing conditions set forth in this Agreement. THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT IS AN AGREEMENT OF POSSESSION. THIS AGREEMENT DOES NOT TRANSFER TITLE TO OR OWNERSHIP INTEREST IN THE ADOPTED ANIMAL. AT ALL TIMES, GSH RETAINS OWNERSHIP RIGHTS IN AND TITLE TO THE ADOPTED ANIMAL. Adopter shall not abandon, sell, giveaway, lend, lease, sell for slaughter, remove from Adopter's personal supervision or control or move the Adopted Animal from the approved Shelter Facility (defined below) except for emergencies, shows, trail rides or other temporary situations.

B. Prohibited Uses. ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR BREEDING PURPOSES. _____ Adopter's Initials

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C. Adoption Fee. The Adopter understands that a non-refundable adoption fee of \$ _____ is due to GSH by Adopter. This Adoption Fee must be paid in full before the Adopted Animal is removed from GSH's premises, unless a written financial agreement otherwise has been agreed to by GSH and attached to this agreement.

D. Trial Placement. For a period of thirty (30) days following GSH's signing of this agreement ("Trial Period"), GSH will hold any adoption fee in trust and the Adopted Animal's physical spot at GSH shall remain open. If the Adopted Animal is unsuitable to the Adopter for any reason the Adopter may return the Adopted Animal to GSH as follows:

- a. Notice of intent to return the Adopted Animal must be received in writing by GSH within the trial period.
- b. The adopter must arrange for transport of the Adopted Animal to the GSH location that is holding its spot. GSH will attempt to make space at a location closer to the Adopter if possible. All costs of transport must be paid by the Adopter.
- c. If upon return to GSH the Adopted Animal has suffered an injury or illness (due to improper care including but limited to improper feeding, improper farrier work or failure to trim, failure to vaccinate, or any other reason) that requires veterinary care or is debilitating to the point it restricts the usefulness of the Adopted Animal, the Adoption Fee will be forfeited to cover the expenses of rehab for the equine.
- d. If Adopter complies with the above, GSH shall return the Adoption fee less 10% Application Fee and any outstanding transport or veterinary fees.

E. Reporting/Inspections. Adopter shall provide a written "Status Report" to GSH every April and October for the first three years following the signing of this agreement, and every April thereafter for the life of the equine, and at any time upon written request of GSH. The Adopter must provide this report by the end of each respective month or within seven (7) days of a written request by GSH. Failure to provide the Status Report shall be considered a material breach of this Agreement.

The "Status Report" shall contain the following:

- a. Current photographs of the Adopted Animal from the front, back, and both sides, including the hooves;
- b. Narrative of the Adopted Animal's progress and condition;
- c. Current location of the horse, including contact, facility name (if boarded), address, phone and email

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F. General Adopted Animal Care Requirements. Adopter will, at Adopter's sole risk, cost and expense, care for and maintain the Adopted Animal in a humane and responsible manner and to provide it with adequate food, water, shelter, medical care, and farrier care. This includes maintaining the horse's weight, giving the appropriate vaccinations in the spring, de-worming every 2-3 months (or as recommended by a veterinarian), regular farrier work every 6-8 weeks (or as recommended by a farrier), shelter from inclement weather, quality forage and also grain and supplements if it is needed and recommended.

Adopter shall provide GSH copies of any veterinary records, farrier records, receipts or reports of care to the Adopted Animal within seven (7) days of GSH's email or written request. Failure to provide GSH with such documentation shall be considered a material breach of this Agreement.

G. Care Requirements Specific to the Adopted Animal. GSH recommends that all adopters consider a pre-purchase exam by a veterinarian of their choice before finalizing this Agreement. Adopter specifically understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. Adopter warrants that Adopter has inspected the Adopted Animal and agrees to accept possession in the Adopted Animal's present "as is" condition. Adopter specifically acknowledges that GSH makes no representation or warranty to Adopter about the health or temperament of the Adopted Animal or its suitability or safety for the purposes now or hereafter intended by Adopter. GSH makes the following disclosures as a courtesy to the Adopter, which disclosures are merely opinions:

1. Health History and Problems of Adopted Animal: *Summary of specific horse.*
2. Required Medications and Supplements: *Any medications or supplements for specific horse.*
3. Limitations as to Riding Adopted Animal. Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal. Adopter shall ride the Adopted Animal only in accordance with the following limitations: *Any limitations of specific horse.*

Location and Inspection of Adopted Animal

Location of Adopted Animal. Adopter agrees to keep GSH informed as the current location of the Adopted Animal at all times except for emergencies, shows, trail rides or other temporary situations. Adopter agrees to notify GSH at least fourteen (14) days in advance of any proposed relocation of the Adopted Animal except in the case of an emergency relocation. If unable to

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provide advance notice, notification of relocation must be provided within fourteen (14) days of moving the Adopted Animal.

GSH Inspection of Adopted Animal. Representatives of GSH may make unannounced visits at any reasonable time to confirm that the Adopter is providing the care and maintenance required under the terms of this agreement.

Death of the Adopted Animal. Should a life threatening situation arise, GSH must be notified prior to any decision concerning euthanasia, unless prior notice is not possible. In emergency cases such as these, a professional veterinarian's advice is to be sought. Under no circumstances may Adopter authorize euthanasia for a non-emergent or non-life threatening condition. Adopter shall notify GSH within seven (7) days of the death of the Adopted Animal, and provide a statement from the attending veterinarian as to the cause of death.

Boarding Facility. If the approved facility is one other than the principal residence of the Adopter and/or is owned by a third party (the "Boarding Facility") Adopter shall present the owner of such Boarding Facility with a copy of this Agreement prior to and as a condition of sheltering the Adopted Animal at such Boarding Facility. Adopter, not GSH, shall be liable for all boarding fees, costs, damages or other claims under any written or verbal contract between the Adopter and Boarding Facility.

UNDER NO CIRCUMSTANCES SHALL GENTLE SPIRIT HORSES RESCUE & SANCTUARY BE LIABLE FOR PAYMENTS OR ANY OTHER COSTS, DAMAGES, OR EXPENSES INCURRED UNDER ANY BOARDING AGREEMENT OR FOR OTHER COSTS NOT SPECIFICALLY APPROVED IN WRITING BY GSH WITH THE OWNER OF SUCH BOARDING FACILITY, INCLUDING BUT NOT LIMITED TO DELINQUENT OR UNPAID BOARD PAYMENTS.

Any lien against the Adopted Animal to which the Boarding Facility may be entitled under the terms of a boarding agreement with the Adopter or by statute shall at all times be subject and subordinate to the terms of this Agreement. GSH's ownership rights in and to the Adopted Animal are prior and paramount to any right of title asserted by any Boarding Facility. Adopter shall indemnify and hold harmless GSH from and against any and all claims or damages by boarding facility resulting directly or indirectly from the breach of Adopter of any contract, written or verbal, between the Boarding Facility and Adopter, or under the terms of the Agreement.

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Termination of Agreement and Remedies for Breach

Termination of Agreement by Adopter. If, for any reason, after the initial trial placement period, the Adopter is unwilling or unable to care for the Adopted Animal as set forth in this Agreement, Adopter will notify GSH immediately, and arrange for transportation of the Adopted Animal back to GSH at the Adopter's expense unless the Adopter and Adopted Animal are eligible for Rehoming as specified below. GSH will not be liable for any other extraneous charges or costs by the Adopter before repossession by GSH. Should the Adopted Animal be returned to GSH, no monies will be reimbursed to Adopter. Should the Adopted Animal no longer meet the needs of Adopter, Adopter may return the Adopted Animal to GSH, however Adopter may no longer be eligible to adopt future GSH animals. All GSH adoptions are intended to last for the life of the Animal. Under no circumstance should the Animal be sold or transferred for slaughter.

Rehoming Eligibility. The Adopted Animal subject to this Agreement (is/is not) eligible for rehoming under GSH's Rehoming Policy, which may be found at <http://www.gentlespirithorses.com>. Minimum requirements for Adopter to qualify for the Rehoming Policy are as follows:

- To have had possession of the adopted equine for a minimum of two years;
- To contact GSH and discuss potential rehoming options;
- That the person the adopter wishes to rehome the equine with agrees to submit a GSH Adoption application and be approved;
- That the person the adopter wishes to rehome the equine with agrees to sign an adoption contract and follow all rules and guidelines therein;
- To submit a \$100 rehoming fee to GSH, which may be collected from the new adopter. Any additional fee above the \$100 may be kept by the Adopter.

Remedies upon Breach.

Repossession of Adopted Animal. In the event that GSH 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 results in a warning or citation for the inhumane treatment of any animal or the Adopted Animal, this Agreement shall be automatically considered null and void. Upon such breach, in addition to other remedies and damages available to GSH under this Agreement or otherwise, Adopter

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hereby authorizes a representative of GSH, without cause or warrant, to enter the property where the Adopted Animal is sheltered and take immediate physical possession of the Adopted Animal without recourse from Adopter or other third parties.

Liquidated Damages. In the event that Adopter breaches any term of this Agreement and renders this Agreement null and void, and in addition to the repossession rights set forth in the immediately preceding paragraph, the Adopter agrees to pay GSH the sum of One Thousand and No/100ths Dollars (\$1,000.00) as liquidated damages and not as penalty. GSH and Adopter expressly agree and acknowledge that GSH's actual damages in the event of a default by Adopter would be extremely difficult or impracticable to ascertain and that the amount of the liquidated damages represents their reasonable estimate of such actual damages.

Attorney's Fees and Court Costs. Adopter agrees to pay all reasonable attorney's fees and all court costs incurred on behalf of GSH in the event any matter arising under this Agreement is forwarded to any attorney for enforcement.

Miscellaneous Provisions

Liability and Risk of Loss. Upon Adopter taking possession of the Adopted Animal, the Adopter shall assume the risk of loss and liability of the Adopted Animal and agrees to indemnify and release GSH from any and all liability or claims associated with Adopter's possession of the Adopted Animal.

Assumption of Risk of Equine Activity. The Adopter acknowledges that the Adopter has been notified and hereby assumes all of the risks inherent in equine activity, including but not limited to, any of the following: a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals; c) Hazards, including, but not limited to, surface or subsurface conditions; d) a collision with another equine, another animal, a person, or an object; e) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

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 South

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Dakota. The parties hereto shall consent to jurisdiction of the courts of South Dakota for all purposes and for any disputes arising hereunder.

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

Severability/Rules of Construction. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated, and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the execution of this Agreement, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Assignment. Adopter may not assign this agreement and Adopter's rights as Adopter hereunder without the prior written consent of GSH, which may be withheld, in GSH's absolute discretion. Such assignment shall not relieve Adopter of Adopter's obligations under this Agreement in the absence of express written release from GSH.

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

Entire Agreement; Modifications. This Agreement and all Exhibits, attachments, or Addenda represents the entire agreement of the parties relating to the adoption of the Adopted Animal and can only be amended by a writing executed by both parties hereto. 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.

Binding Effect. The terms and conditions of the Agreement shall be binding upon and shall insure to the benefit of GSH and Adopter, its and their heirs, executors, administrators, successors and permitted assigns.

Notices. All notices required or permitted hereunder will be deemed to have been delivered when posted with the US Postal Service, Federal Express, United Parcel Service, or sent by facsimile or other such electronic device. The parties shall promptly notify the other in writing of a change of notice address.

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Certification

I certify that all statements made by me on this adoption agreement are true and correct. I agree that GSH has the right to confiscate the Adopted Animal in the event that any statements made by me are found to be untrue and/or my check for the Adoption Fee is returned for any reason. In either case, any payments made will be forfeited.

SIGNATURE BLOCK REMOVED FOR SAMPLE CONTRACT

SAMPLE

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