



New York Horse Rescue Corporation
15 South Street, Manorville, NY 11949
516-375-1373, www.nyhr.org, mona@nyhr.org

ADOPTION AGREEMENT

Adopter's Name _____
Address _____
Telephone Day _____
Telephone Evening _____
Email _____
Name of Horse _____
Breed _____
Year Foaled _____
Color _____
Sex _____
Intended Use of Horse _____
Adoption Donation _____

- A. Consideration:** In consideration of the above stated donation, payable by certified check or money order subject to collection, and upon execution of this Adoption Agreement and subject to all of the terms set forth herein, New York Horse Rescue Corporation (NYHR) transfers all rights, title and interest in the above described horse to the Adopter.
- B. Disclosure:** NYHR knows of no other injuries, blemishes, unsoundness, or pre-existing conditions, other than the following: _____
- C. Condition of Horse:** It is understood that many factors affecting the physical condition and health of horses are not obvious, and NYHR cannot know all the details of the horse's history. The responsibility for determining if the horse is fit for use by Adopter belongs exclusively to Adopter. Adopter acknowledges that he/she has been advised by NYHR to engage the services of a veterinarian and an experienced horseperson, the cost of which shall be adopter's sole responsibility, to evaluate said horse. Adopter agrees to provide NYHR with a statement of findings by the veterinarian if one is engaged. Adopter agrees to accept the horse as is, where is, subject to the return provisions of paragraph
- D. Warranties:** NYHR warrants that to the best of its knowledge it has good and clear title to the horse, free and clear of any liens. Adopter understands and agrees that the horse is adopted from NYHR without conditions or warranties of any kind, including health, soundness, or fitness for a particular purpose, except as otherwise stated herein.
- E. Right of Return:** At the sole discretion of Adopter and within fifteen (15) days of the date the horse ships to the Adopter, Adopter may return the horse for any reason. If the horse is returned in the same or better condition, NYHR will refund the donation less \$250 (TWO HUNDRED AND FIFTY DOLLARS). If the horse is returned in poor condition, sick or injured, NYHR reserves the right to adjust the amount of the refund due Adopter, including giving no refund, by deducting amounts required to return the horse to its original condition & said condition shall be determined by a licensed veterinarian hired by NYHR whose findings and report shall be final. A copy of said report shall be furnished to Adopter upon request and within a reasonable time. After the fifteen (15) day refund period the amount of refund will be at the sole discretion of NYHR. See **Rider** for details (below).
- F. Standard of Care:** Adopter acknowledges receipt of NYHR guidelines for horse care, which include but are not limited to provisions for adequate feed, shelter, worming, farrier and veterinary care. Adopter agrees to maintain the said horse in good health and to provide all necessary veterinary and farrier care at no cost to NYHR.
- G. Limitations on Use:** The horse may not be used for racing of any kind. Entry into any race will automatically terminate this Adoption. Entry into any race will automatically terminate this Adoption and all ownership interest in the horse shall be at the sole option and discretion of NYHR.
- H. Change of Address and Location:** Adopter agrees to notify NYHR of any change of Adopter's address or change of the horse's permanent location.
- I. Death of Horse:** In the event of the death of the horse, Adopter agrees to notify NYHR within forty-eight (48) hours, and to provide a cause of death statement from a veterinarian within ten (10) days.
- J. Cost of Recovery:** In the event that the Adopter violates the terms of this agreement, NYHR shall have the right to terminate this Adoption and take possession of the horse, and under such circumstance, Adopter shall be responsible for all costs of return, including veterinary examinations and treatment to return horse to good health, legal fees and transportation costs, incurred by NYHR in connection with said recovery.
- K. Transportation:** Adopter shall assume all transportation costs relating to the said horse.



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L. Risk of Loss: Adopter hereby assumes risk of loss or injury to said horse.

M. Indemnification: Adopter hereby agrees to indemnify and hold NYHR and its officers, directors and volunteers harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising out of the use or care of the subject horse.

N. Freedom from Liens: Adopter agrees to keep said horse free of all liens, encumbrances, charges and claims and Adopter agrees to hold NYHR harmless therefrom.

O. Boarding: Address and telephone number of boarding facilities:

Address _____
Telephone _____

P. Veterinarian: Name, address and telephone of current veterinarian:

Name _____
Address _____
Telephone _____

Q. Choice of Forum: The parties to this contract expressly agree to be subject to personal jurisdiction in the courts of the State of New York. Any and all disputes arising out of this contract will be litigated in the State of New York. The parties expressly waive any objection to any New York court exercising personal jurisdiction. It is furthermore agreed that any contested matter will be litigated in the New York Court present in the County of Suffolk having subject matter jurisdiction over the amount in question. Reasonable legal fees and costs shall be allowed to prevailing party.

R. Choice of Law: The parties to this contract expressly agree that New York law will be binding on any and all matters arising out of a claim under this contract.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NEW YORK

EXECUTED this _____ day of _____, 20____

Adopter

NYHR

Print Name

Mona T. Kanciper

Print Name

Signature

Signature



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RIDER TO LICENSE/ADOPTION AGREEMENT

I, _____, understand and accept the following conditions pertaining to the adoption of a horse from New York Horse Rescue Corporation:

- Shipping or transportation of the adopted horse to the adopters facility is to be completed within 7 (seven) days of the date of signature of the adoption agreement
- There are no riding privileges at NYHR/Butler Farm after the adoption of the horse
- If the adopted horse cannot be shipped to the adopters facility within 7 (seven) days board will be charged to the adopter. The following board rates apply; \$25/day field board or \$35/day stall board. Board checks should be made payable to Butler Farm.
- THERE SHALL BE NO INVASIVE PROCEDURES (joint injections, worming, tubing, etc.) DONE TO THE HORSE UNTIL AFTER THE EXPIRATION OF THE 15-DAY PERIOD WITHOUT THE WRITTEN PERMISSION OF NYHR. No refund will be entitled to the licensee if any invasive procedures have been undertaken.
- If the adopter wishes to return the horse, NYHR requires verbal notification and written (via FAX or US mail) notification within 10 (ten) days of the date that the horse shipped to the adopers facility
- A minimum of 24-hours notice is required to ship a horse back to NYHR
- Returning horses will be accepted between 6am and 4pm, Monday through Saturday, by appointment only
- Horses must be returned within 15 (fifteen) days of the date of shipping to the adopters facility
- An additional \$50 deduction will be applied if the horse is returned with hind shoes
- Refund checks will be mailed within 5 (five) business days after the arrival of the horse back at NYHR

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NEW YORK

EXECUTED this _____ day of _____, 20____

Adopter

NYHR

Print Name

Mona T. Kanciper

Print Name

Signature

Signature