



P.O. Box 166 · Howell MI, 48844 · horseshavenmi@gmail.com · 517-548-4880

ADOPTION CONTRACT AND CONDITIONAL BILL OF SALE

This ADOPTION CONTRACT AND CONDITIONAL BILL OF SALE ("Contract") is made by and between HORSES' HAVEN, a Michigan non-profit corporation, and:

Name: _____ Registered name if applicable: _____

Breed: _____ Age/DOB: _____

Adoption date: _____ Pick up/delivery date: _____

Microchip # _____ Adoption Fee: _____

Congratulations, and thank you for adopting! As you get to know your new equine, please feel free to reach out to us with any questions you may have. We are committed to helping to create a rewarding life-long experience! HORSES' HAVEN is here to provide you with any support you may need to help this adoption be a success, and we hope that this is just the beginning of your relationship with Horses' Haven. By signing below, you agree to the following:

1. You are adopting the animal described above (the "equine"), you agree to take the equine into your possession in a timely manner agreed on by you and Horses' Haven. If you do not take possession of the equine by the agreed-upon date, Horses' Haven may adopt the equine to another person, and you will forfeit any payments previously made to Horses' Haven in relation to the equine.
2. You agree to provide the equine with a good home and proper treatment and care, including appropriate shelter, food, water and medical attention and shall comply with all federal, state, and local laws and regulations related to the care of the equine. You further agree to provide the equine with safe and adequate shelter, turnout area, adequate and safe fencing, and appropriate and regular exercise.
3. As owner of the equine, you are responsible for all of his or her expenses, including but not limited to medical expenses, farrier expenses, and dental expenses. Upon request after virtual check in's, you are required to provide Horses' Haven with veterinary medical records reflecting veterinary care that was provided to the equine if Horses' Haven determines you are in noncompliance with the terms of this agreement.

4. We require photographs of the equine within 24 hours of arrival in the same location featured in pre adoption photos. Photographs are required at 3 months, 6 months and annually thereafter. Photographs must include the entire equine without blanket. We encourage you to contact Horses' Haven with any questions you may have or just to let us know how your equine is doing. We love to hear from our adopters!
5. Under no circumstances shall you abandon the equine, breed the equine, or allow the equine to be used for purposes of vivisection or experimentation. Additionally, you shall not sell or transfer the equine for purposes of slaughter, breeding vivisection or experimentation.
6. You understand that Horses' Haven receives animals from many sources, including stray animals, animals recovered from cruelty cases, and relinquishments from prior homes. While we at Horses' Haven try our best to get to know the animals under our care and predict the way they will adjust to a new home under various circumstances, it is impossible to predict any animal's behavior with certainty.
7. Horses' Haven believes in full transparency to adopter to the best of our ability. This does not guarantee the health of any animal and is not responsible for the medical needs of any animal after adoption.
8. Horses' Haven understands that not all adoptions may be successful through no fault of the person or equine. If you find that you are not able to keep your equine, please contact Horses' Haven. We always welcome back any equines that are adopted from us for the life of the horse.
9. If the equine is returned to Horses' Haven for any reason within thirty (30) days following this adoption, Horses' Haven will apply the amount of the adoption fee for the equine you are returning toward the adoption fee for any new equine that you may adopt within one year of returning this equine, provided that any such future adoptions are subject to approval by Horses' Haven. In addition, if an equine passes away or is euthanized due to illness within fourteen days of the adoption, the adoption fee will be refunded if a letter from a licensed veterinarian is presented to Horses' Haven.
10. Full ownership shall transfer to adopter on the 365th day if terms of contract are met. You agree that a representative of Horses' Haven can make inspections of the equine and it's living conditions, upon request (in person or virtually), to determine if all conditions of this Agreement are being complied with. If the Horses' Haven representative identifies unsatisfactory conditions, you agree to cooperate and rectify the conditions to comply with this agreement. If you remain in noncompliance after notice, you agree to return the equine to Horses' Haven, upon request. You agree to keep Horses' Haven informed of any address change.
11. This contract must follow the equine for life. It is mandatory that you contact us if you choose to sell the equine after full ownership is transferred to you.
12. Horses' Haven, its past, present and future officers, directors, agents and employees shall not be held responsible for any defects and/or illness which the equine may have or may develop or for any damage or injury to any person or property that may be caused by the equine. You agree to release and indemnify and hold harmless Horses' Haven, its past, present and future officers, directors, agents, and employees from and against any and all liability, claims, suits, actions, judgments, costs, fees, including attorneys' fees and damages for any damage or injury to any

person or property that may be caused by the animal and/or arising out of and/or in connection with the equine.

13. You agree that Horses' Haven may use or authorize the use of any photographs or video of the equine in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

CHECK AND INITIAL HERE: _____ Adopter agrees that he/she/they has/have received Horses' Haven's history sheet on the equine, which provides health-related information, including medical and dental notes, pre-existing conditions, vaccination history, current feed, health needs, veterinary treatment requirements, farrier needs and schedule. Horses' Haven strongly encourages Adopter to share this information with the veterinarian and boarding stable (if applicable).

CHECK AND INITIAL HERE: _____ Adopter acknowledges the following medical conditions were diagnosed and disclosed _____ and agrees that he/she/they will treat _____ (the equine) with _____ as deemed appropriate by Horses' Havens veterinary team, to maintain the equines current condition and future quality of life.

CHECK AND INITIAL HERE: _____ Blank transferring contract, applicable if Adopter sells, or conveys (such as by gift) the equine after the probationary period. Adopter will notify Horses' Haven via e-mail [horseshavenmi@gmail.com] at least 14 days before a planned transfer. Upon transferring, adopting, selling, you are responsible for authorizing, signing and returning the contract to Horses' Haven and ensuring the new owner fully understands the contract and that the contract follows the equine for life.

CHECK AND INITIAL HERE: _____ Right to Recover Possession of the Adopted Equine. It is agreed that if Adopter breaches this Agreement, Horses' Haven will exercise its right to repossess the equine from Adopter (and/or from those with custody and control of the equine. Adopter agrees to fully cooperate in Horses' Haven's repossession of the adopted equine; if uncooperative, Horses' Haven will seek repossession by judicial means at Adopter's expense. In addition, should Horses' Haven prevail in any legal action to enforce this Contract, Adopter agrees to pay Horses' Haven's reasonable attorney fees and court costs.

CHECK AND INITIAL HERE: _____ Additional Costs: For all breaches of this Contract by Adopter, in addition to liquidated damages, Adopter shall be liable for Horses' Haven's costs incurred to recover the adopted equine from Adopter or from any transferee, including but not limited to reasonable attorneys' fees, court costs and other legal fees, transportation costs, veterinary costs, and all care expenses incurred during recovery of the adopted equine.

This agreement constitutes an offer of adoption by Horses' Haven. Your signature on this agreement shall constitute your acceptance of the offer, and this agreement shall be binding on you and Horses' Haven upon your signing this agreement. You represent that you have read all 5 pages are at least eighteen years old.

_____ Date: _____
Adopter's Signature
Name: _____
Address: _____
Telephone: _____
Email Address: _____

Boarding facility address (if not the same as above):

_____ Date: _____
Horses' Haven Representative Signature
Name: _____

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

Transferring contract-

1. Contact Horses' Haven, 517-548-4880
2. Upon transferring adoption/ selling equine, you are responsible for authorizing, signing and returning the contract to Horses' Haven. As well as ensuring the new owner fully understands the contract and that the contract must follow the horse for life.
3. Return completed contract to Horses' Haven via email horseshavenmi@gmail.com or via mail prior to transfer of ownership:

_____ Date: _____
Adopter's Signature
Name: _____
Address: _____

Telephone: _____
Email Address: _____

Boarding facility address (if not the same as above):

CHECK AND INITIAL HERE: _____ Adopter agrees that he/she/they has/have received Horses' Haven's history sheet on the adopted equine, which provides health-related information, including medical and dental notes, pre-existing conditions, vaccination history, current feed, health needs, veterinary treatment requirements, farrier needs and schedule. Horses Haven strongly encourages Adopter to share this information with the veterinarian and boarding stable (if applicable).

CHECK AND INITIAL HERE: _____ Blank Transferring contract, applicable if Adopter sells, leases, or conveys (such as by gift) the adopted equine after the probationary period. Adopter will notify Horses' Haven via e-mail [horseshavenmi@gmail.com] at least 14 days before a planned transfer. Upon transferring, adopting, selling, the horse, you are responsible for authorizing, signing and returning the contract to Horses' Haven and ensuring the new owner fully understands the contract and that the contract follows the horse for life.

_____ Date: _____
Seller's Signature
Name: _____