

ADOPTION AGREEMENT

Please initial each item below after reading. ALL NUMBERED ITEMS MUST BE INITIALED.

PLEASE READ THE FOLLOWING CAREFULLY. BEFORE SIGNING, YOU MAY BE GIVING UP RIGHTS THAT YOU MIGHT OTHERWISE HAVE.

1. ___ I will have a veterinarian examine the horse at least once each year and follow any recommendations the veterinarian feels are necessary if approved by Bit O' Luck Equine Rescue. I will be solely responsible for all expenses for this examination. I will direct the examining veterinarian to send written notice of findings and completion of said examination within seven (7) days after completion to Bit O' Luck Equine Rescue, P.O. Box 2752, Huntersville, NC 28070.
2. ___ This horse will remain the property of the Bit O' Luck Equine Rescue. If this offer is accepted by Bit O' Luck Equine Rescue, I agree that said animal shall reside in a space approved by Bit O' Luck Equine Rescue with sanitary living conditions and will be provided with inoculations as recommended by Bit O' Luck Equine Rescue. I understand and agree that the animal may not be sold, given away, loaned, leased, sold for slaughter, removed from my personal supervision or moved from the address described herein without prior approval and that if I am proved in violation of any of the above, I shall be subject to legal action. If I choose to sell or give away the above animal, then the potential new owner must complete a new adoption form, along with a \$30 fee and send to Bit O' Luck Equine Rescue for approval BEFORE the horse leaves my possession and care. If registered, this horse will be in the name of the adopter and Bit O' Luck Equine Rescue.
3. ___ I agree that an authorized representative of Bit O' Luck Equine Rescue may enter the property where said animal resides to determine if all conditions of this agreement are being complied with. I further offer that should I violate any of these terms an authorized representative of Bit O' Luck Equine Rescue may enter upon the land where said animal resides, and take immediate possession animal. IF the time comes and you wish to sell or give away this horse, a new Bit O' Luck Equine Rescue application in the interested party's name MUST be submitted (along with a \$30 fee) for approval by Bit O' Luck Equine Rescue.
4. ___ I further agree to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving said animal while it is in my care. Therefore, I agree and understand that neither Bit O' Luck Rescue nor its employees or agents will be liable for any damages or injury caused to me or any third person by the animal once I receive delivery of it, including but not limited to damages or injuries caused by the fact that the animal does not behave or perform in the manner I expected. Further, if any third person makes a claim against Bit O' Luck Rescue or any of its employees or agents as a result of any conduct of the animal after I have taken possession, I agree to indemnify and hold Bit O' Luck Equine Rescue, its employees and agents harmless from any such claim, including costs and attorney's fees resulting from such claim.
5. ___ I will be responsible for returning the horse to Bit O' Luck Equine Rescue or I will pay all costs involved in their return by an authorized representative of Bit O' Luck Equine Rescue, if I am unable to care for the animal, or if I am found in default of any of the conditions of this agreement. If the animal is unsuitable for me through no fault of my own I may return the animal to Bit O' Luck Equine Rescue and I will receive a credit of 50% of the adoption fee towards another horse if arranged for within 30 days of receipt of the animal. Return/replacement expense for shipping, etc. is at the expense of the adopting party.
6. ___ In the event of my death during this agreement, I direct that funds from my estate be used to return the horse herein described to Bit O' Luck Equine Rescue.
7. ___ If the animal is determined by a veterinarian to be in a debilitated or unhealthy condition on return, I will be responsible for all costs incurred to return the animal to healthy condition.
8. ___ In the event the undersigned fails to comply with the terms of this Application and Agreement, Bit O' Luck Equine Rescue reserves the right to commence legal proceedings to recover the horse, and the undersigned shall be liable for all costs, inclusive of attorney's fees, in connection with such legal proceeding.
9. ___ I will be responsible for any vet or ferrier expenses incurred on behalf of this horse. I will also pay board of \$10 per day on this horse from the time I commit to the horse until the horse is shipped to me at my expense.
10. ___ I realize the horse I am adopting is a Rescue. This horse has not had a complete vet check and if I want one it is at my expense. This horse has probably been on the road for years and may/will have soundness and health issues associated with the type of work done. I am willing and able to take the steps necessary to take care of this horse. These steps may include special shoeing, vet expenses as well as medications.
11. ___ All adoption fees must be paid before the hoses is released unless other arrangements are made in advance.

Additional Requirements or Waivers: (Must be approved by Bit O' Luck Equine Rescue.)

The above offer is accepted by the Bit O' Luck Equine Rescue for the horse named _____

Registration # _____ (if any)

Signed: _____ Date: _____

The above offer is accepted by the Adopter.

Signed _____ Date _____

(typed signature in lieu of written signature if emailed)