

Alaska Equine Rescue
Adoption Agreement and Humane Care Contract
P.O. Box 771174, Eagle River, AK 99577 ~ (888) LUV-HORS (588-4677)

This agreement is made between _____ of

(address of buyers)

(phone nos. of buyers)

hereinafter referred to as BUYER, and ALASKA EQUINE RESCUE of P.O. Box 771174, Eagle River, Alaska 99577,
hereinafter referred to as SELLER.

BUYER agrees to purchase, and SELLER agrees to sell the horse described below under the following terms and conditions:

1. Description of Horse (breed, age, sex, color, name, etc.)

2. Blemishes, Unsoundnesses, Behavior Problems of Horse

The BUYER acknowledges the following blemishes, unsoundnesses, conformation defects, vices or unusual behaviors:

3. Price/Adoption Fee

The BUYER agrees to pay the SELLER \$ _____ for the horse. The purchase price shall be paid by the BUYER in full at the time of possession. In the event that the horse is returned to AER within 30 days of the adoption, the adoption fee may be refunded depending upon the circumstances. If the horse is returned to AER after 30 days, no refund will be given. Board from the time of this sale to the time of possession at a rate of \$ _____ shall also be due at the time of possession.

4. Terms and Conditions:

The following terms and conditions in paragraphs (a) through (d) shall apply for :

_____ years from the date Buyer purchases/adopts the horse, unless otherwise specified under paragraph (h) Other Special Terms and Conditions; or

_____ for the life of the horse; or

_____ Other – describe: _____

(a) the SELLER has the right from time to time, at any time, to visit and to examine the horse's condition and facilities in which it is kept, wherever the horse is located or kept. If BUYER keeps the horse somewhere other than on BUYER's own property, BUYER agrees that all terms of this contract shall apply to the horse wherever it is kept, and BUYER shall make sure that such facility, whether public or private, is aware of this contract and agrees to it.

(b) By signing this agreement, BUYER automatically waives any and all rights to privacy and will never enforce "no trespass" laws, signs or barriers with regard to SELLER or any state or local animal control representatives coming upon BUYER's property for purposes of monitoring the welfare of the horse. BUYER agrees that it may not/will not move the horse to a different facility/location without first advising SELLER and obtaining SELLER's permission and approval of said proposed new facility.

(c) BUYER may not sell, lease, trade, give away, or otherwise dispose of the horse without first obtaining permission from SELLER. SELLER shall retain the right to approve future homes of the horse to assure that they meet whatever standards for humane and appropriate care SELLER endorses at that time.

(d) If SELLER at any time deems the conditions of the horse and/or facilities are not suitable, SELLER will discuss this with the BUYER and advise BUYER of what changes BUYER should make to correct such conditions within a prescribed period of time. Such changes shall be requested both verbally and in writing. If the conditions and/or facilities are still not deemed suitable by SELLER within the designated time, the horse will immediately be returned to SELLER. BUYER understands and agrees that the opinions and findings of SELLER as to the standards of care and evaluation(s) of the condition of the horse shall prevail.

The following terms and conditions shall apply for an unspecified period of time, for as long as the BUYER has the horse and/or for the life of the horse:

(e) Buyer may not kill, slaughter or end the life of the horse, or sell the horse for slaughter or dog food. The only exception to this condition shall be if the horse becomes gravely ill and a licensed veterinarian recommends that the horse be destroyed for humane purposes. Under such conditions, the horse may be promptly and humanely destroyed by the veterinarian, to avoid unnecessary suffering of the horse, and SELLER shall be promptly advised. BUYER shall advise the veterinarian that s/he may release any and all information concerning the conditions of the horse and death of the horse to SELLER.

(f) BUYER promises to treat horse in a humane manner at all times. BUYER promises to provide wholesome and nutritious food, fresh clean water, nutritional supplements, shelter, adequate exercise space with safe fencing (which may not include barbed wire), veterinary care, and farrier care as needed. "Staking out" or tying the horse to trees or other objects is not permitted as a permanent form of containment. BUYER promises not to overwork horse, or to use it in any commercial operation unless so specified in paragraph (g) below. BUYER acknowledges the following special dietary and/or veterinary needs of this horse:

(g) BUYER acknowledges that horses and horsemanship can be dangerous, and BUYER releases SELLER, and any of its past, present or future board of directors, representatives, foster homes, and any volunteers, from all liability for any and all accidents, injuries or death resulting from any and all handling, transporting, riding, or other association with this horse. BUYER acknowledges that SELLER has, to the best of its ability, represented what it knows about the temperament, disposition, and physical attributes and safety of the horse, and that SELLER cannot and does not attest or promise to the safety of the horse, or to its future behavior, safety or physical health or well-being.

(h) SELLER encourages all BUYERS to obtain a veterinary examination of the horse being adopted before completing this adoption, and SELLER agrees to make all veterinary records and known medical information about the horse available to the BUYER and a veterinarian of his/her choice.

- Buyer has declined to obtain an independent veterinary examination.
 Buyer has obtained an independent veterinary examination.

(i) Other special terms, conditions, acknowledgements or additions to this contract:

Signed this _____ day of _____, _____.

ALASKA EQUINE RESCUE

BUYER

By: _____
(Signature)

(Signature)

(Printed Name and Title)

(Printed Name)

(Signature)

Sample Only - May Not Be Executed