White Rock Ranch Horse Rescue and Retirement, Inc.
733 Geronimo Trail, Yucca Valley, CA 92284
951-532-2417
info@ whiterockranchhorserescueca.org

THIS ADOPTION AGREEMENT is made this _____ day of _____, 20___ by and between White Rock Ranch Horse Rescue, Inc. hereinafter referred to as WRR and White Rock Horse Rescue, residing at 733 Geronimo Trail, Yucca Valley, CA 92284 hereinafter referred to as "Adopter".

IN CONSIDERATION of receipt of the horse named: _____(color)_____Age:_____ Circle – Mare - Gelding (hereinafter "Horse"), and in further consideration of the donation of _____($), THE UNDERSIGNED agree(s) to the following "Terms of Adoption" (and to any other Terms agreed to in the Application for **Adoption dated** _____, which is incorporated herein by reference):

1. REFUND: If the Horse is returned within three (3) calendar days of adoption and Horse is in as good or better mental and physical condition as on the date of adoption, there will be a conditional, pro-rata refund of the donation and reimbursement sum, subject to the discretion of WRR. There will be **no refund** for return of the Horse more than three (3) days after the date of adoption.

3. RETURN OF HORSE / TRANSFER OF OWNERSHIP: **If circumstances arise which prohibit Adopter(s) from keeping Horse, Adopter must contact WRR. Under no circumstances is Horse to be sold, traded, loaned or transferred in any way without first receiving written permission from WRR.** Return transportation of horse will be at Adopter(s) expense.

4. USE OF HORSE / TRAINING: **Horse is to be used for pleasure or competition riding only**, and may NOT be used in or for racing, rental, rodeo, and/or circus productions. . Regardless of type of use, **adopter(s) agree not to work the horse beyond its physical limitations at any time.**
Adopter(s) acknowledge that WRR is available to answer questions on Horse's training and behavior throughout the life of the Horse. WRR members will use their best judgment and experience in offering suggestions and/or referrals to professionals, but are limited by the information received and circumstances, nature and history of the Horse, make no warranties or guaranties, and have no liability for the suggestions and/or referrals offered.

5. CARE Adopter(s) will provide appropriate food, water, shelter, exercise, attention, training, protection and any medical care necessary for the horse's welfare. The level of care of Adoption Horses should be the highest standards in the industry and include, but not be limited to, the following:

a. Horse must have all annual shots, Spring and Fall and are to include at a minimum: Rabies, EWT,*West Nile, Rhino/Influenza, and Tetanus Toxoil.*
b. Horse must be de-wormed by paste bi-monthly rotating between types, unless otherwise noted by your vet.
c. Horse must have daily turnout of no less than 4 hours unless there is dangerous weather.
d. A veterinarian is to be called for any illness and any serious injury.
e. Horse must be trimmed or shod by a qualified farrier every 6-8 weeks. The hooves are to be cleaned regularly.
f. Horse must receive the required daily feed allowance plus plenty of good quality grass or hay.
g. Adoption horses are to have their teeth checked and floated if needed annually.
h. Horse must have at least a 3-sided shed in the paddock to block wind and bad weather. A tent / canopy or lean-to is not acceptable. Variations in facility requirements depend on the horse, the region and the predominant weather.
i. Horse must have safe and acceptable fencing suitable for the horse and horse's environment. Under no circumstances should a horse be kept in barbed wire fencing.

6. RESERVATION OF RIGHTS: WRR, to protect both the Horse and WRR reputation in the rescue field as a reputable organization, and to assist Adopter in adapting the Horse to Adopter home, reserves the right to monitor and follow this

White Rock Ranch Horse Rescue and Retirement, Inc.
733 Geronimo Trail, Yucca Valley, CA 92284
951-532-2417
info@ whiterockranchhorserescueca.org

adoption. Adopter agrees to provide regular updates including photos (minimum quarterly). Photos should be full-body shots, both sides, including feet. Adopter agrees to submit to a minimum of annual site visits to check in on the horse. These will be scheduled visits, although WRR reserves the right to perform unannounced drive-by check-ups if WRR has reason to suspect that the horse is not being properly cared for. If the terms and conditions of this agreement are not upheld by the Adopter, and/or any misrepresentations have been made (including any prior to final adoption) to WRR by Adopter, WRR may terminate this agreement, and require return of Horse to WRR. If Adopter disputes termination of the contract, by his/her signature below, Adopter agrees to surrender the horse for veterinarian examination by a veterinarian(s) if requested by WRR for evaluation of Horse's care and condition. Additionally, if breach of contract is disputed, Adopter further agrees to surrender Horse to WRR possession and care pending resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time WRR is caring for the horse until resolution of the dispute by mediation, arbitration, or litigation as described below.

7. ATTORNEY FEES AND COSTS If legal action in San Bernardino County is needed to recover Horse or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/ or arbitration, and/or agree(s) to personal jurisdiction in a California District or Superior Court venue of WRR choice; and further agree(s) to pay all court costs and reasonable attorney fees.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The undersigned Adopter understands that WRR is a referral service and is not responsible for the accuracy of information received about temperament, habits, history or physical condition of Horses available for adoption. Adopter understand WRR is in no way liable or responsible for any damage, accident or injury resulting from the actions of a Horse placed with Adopter and **the undersigned Adopter do hereby release, discharge, hold harmless and agree to indemnify WRR,** its agents, members, volunteers, Officers and Directors, and any other person, organization or corporation charged or chargeable with liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, actions of the Horse received by Adopter.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMINFICATION AND OTHER TERMS ABOVE.

Horse's Name _____

Date this_____ day of _____, 20_____

Signature(s) of Adopter(s)_____

Printed Name(s) _____

Telephone _____ email: _____

Address _____

_____

Signature of WRR Agent _____

Printed Name of WRR Agent: ____Isabel Megli_____

Home telephone___951-532-2417 _____

E-mail address__horsegrandma@aol.com _____

Adoption Fee Received: $_____ [ ] cash [ ] check