


Equine Adoption Agreement and Conditional Bill of Sale

Virginia Equine Welfare Society	Adopter	
	Name	
	Address	
	City, State & Zip	
	Phone, home and cell	
	Fax	
	Email	
	Driver's License No.	
	Employer	

Adopted Horse(s)	Boarding Facility, if applicable	
Name	Name of Facility	
Breed	Contact Person	
Color	Address	
Age (approx.)	City, State & Zip	
Sex	Phone	
Height	Email	
Markings, Tattoos, Scars		

VEWS and Adopter enter into this Adoption Agreement and Conditional Bill of Sale ("Agreement") and hereby agrees as follows:

- a. Adopter shall pay Virginia Equine Welfare Society an "Adoption Fee" in the amount of:

- b. Adopter acknowledges that the Adoption Fee is not the true value of the Adopted Horse, and that a part of the consideration of this transaction is the Adopter's providing humane conditions for the Adopted Horse in accordance with the charitable purposes of VEWS and pursuant to the "Additional Terms and Conditions" that follow the signatures to this Agreement.

- c. In consideration of the Adoption Fee and Adopters agreement to abide by the conditions of this Agreement, VEWS shall relinquish possession of the Adopted Horse to the Adopter and Adopter shall accept the care, custody and control of the Adopted Horse subject to the terms of this Agreement, which includes a "Trial Period" of thirty (30) days as provided in Section 5; a "Probationary Period" as provided in Section 6; and a "Right of First Refusal" as provided in Section 7.

Additional Terms and Conditions

1. Amount due in the event of Violation of Agreement. If Adopter fails to comply with any terms of this Agreement, Adopter agrees to pay VEWS an additional \$1,500.00, plus all attorneys' fees and all costs of legal action, including litigation that VEWS may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional \$1,500.00 and costs are reasonable and just compensation to VEWS in the event of Adopter's breach of contract under the circumstances of this transaction and in view of VEWS's charitable purposes to provide for the humane care of horses. The compensation established is for any harm that is not possible or very difficult to estimate at the time of the signing of this Agreement. In the event of Adopter's non-compliance with any term of this Agreement, the \$1,500.00 and costs shall be due whether or not VEWS exercises its option to repossess the Adopted Horse pursuant to Section 11 below.

2. Liability and Risk of Loss. Upon Adopter taking possession of the Adopted Horse, the Adopter shall assume the risk of loss and liability of the Adopted Horse and Adopter agrees to indemnify and release VEWS from any and all liability or claims associated with Adopter's possession of the Adopted Horse. Possession for this purpose shall be when the Adopted Horse is loaded on the trailer that shall transport the Adopted Horse from its current location to the Adopter's property or Adopter's chosen boarding facility.

3. Boarding Facility. Adopter shall provide VEWS with a written memorandum (the "Facility Agreement") from the Boarding Facility and any subsequent facility in advance of moving the Adopted Horse to the facility with the following: (a) the name, contact person, address, phone number of the facility; (b) acknowledgment that the facility is aware of this Agreement and its conditions including (i) that any claim or lien that the facility may have by agreement or operation of law is subordinate to the rights and interests of VEWS including the right to repossess the Adopted Horse; (ii) that VEWS has rights to inspect and repossess the Adopted Horse; and (iii) that the Adopter is able to provide the care and conditions for the Adopted Horse as required by this Agreement. If Adopter fails to provide the Facility Agreement to VEWS, Adopter agrees that any boarding facility having possession of the Adopted Horse shall accept a copy of this Agreement as evidence of the Adopters express authority for VEWS to inspect and repossess the Adopted Horse.

4. Transportation of Adopted Horse. Adopter shall arrange and pay for the transportation of the Adopted Horse, to include transporting the Adopted Horse from its current location Adopter's property or to the Boarding Facility, for the return of the Adopted Horse to VEWS (except as provided in Section (7.d)), and for any other transportation while the Adopted Horses is in the Adopter's care and custody.

5. Trial Period. For a period of thirty (30) days following VEWS signing of this Agreement, if the Adopted Horse is unsuitable to the Adopter for any reason, the Adopter may return the Adopted Horse to VEWS as follows:

- a) Notice of intent to return the Adopted Horse must be received in writing by VEWS within the Trial Period.
- b) The Adopted Horse must be returned to VEWS within seven (7) days of VEWS notifying Adopter that a stall is open at VEWS's facility.
- c) If Adopter elects to return the Adopted Horse, Adopter shall arrange and pay for transporting the horse to VEWS
- d) The Adopted Horse shall be returned in the condition it was received.
- e) If registered in the name of the Adopter, Adopter shall provide the properly executed assignment documentation to VEWS at the time of delivery of the Adopted Horse.
- f) If Adopter complies with Section 5(a) through (d), VEWS shall return the Adoption Fee to Adopter within fourteen (14) days of the Adopter delivering the Adopted Horse to VEWS.
- g) If Adopter returns the Adopted Horse but fails to comply with Section 5(a) through (d), the Adoption Fee shall not be returned.

6. Probationary Period. For a period of twelve (12) months following VEWS's signing of this Agreement (the "Probationary Period"), VEWS will retain an irrevocable and equitable ownership interest of the Adopted Horse and the following shall apply:

- a) VEWS may, at its sole discretion, conduct random and unannounced visits to inspect the Adopted Horse and its environment.
- b) If VEWS in its sole discretion determines that Adopter is not in compliance with this Agreement or that the Adopted Horse is in an unsatisfactory condition or environment, VEWS shall have the right, but not the obligation, to (i) terminate this agreement; (ii) terminate all interest and rights of possession that Adopter or its assignees may have in the Adopted Horse; and (iii) take possession of the Adopted Horse as provided in Section (6) (c) below.
- c) If VEWS reclaims possession of the Adopted Horse as provided in Section (6)(b) above, or Section 11 (below), the following shall apply: (i) No court order shall be required for VEWS to enter upon the facility in which the Adopted Horse is kept and to reclaim possession of the Adopted Horse.; (ii) Adopter agrees to indemnify and release VEWS from any and all liability or claims associated with any expenses (including by way of illustration, board, veterinary fees, farrier charges, transportation feeds) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to VEWS. (iii) Adopter further agrees to indemnify and release VEWS from any and all liability or claims associated with VEWS's exercising its rights to reclaim the Adopted Horse. (iv) Adopter shall not be entitled to return of the Adoption fee.
- d) VEWS reserves the right to extend the probationary period in increments of 6 months if any part of this agreement is not in compliance. INITIALS: _____

7. Right of First Refusal. If within twenty-four (24) months of VEWS signing this Agreement the Adopter wishes to sell, lease, trade, give away or in any way change control of the Adopted Horse, VEWS shall be offered a right of first refusal and the following terms shall apply:

- a) Adopter will notify VEWS in writing of (i) Adopter's intent; and (ii) provide VEWS with proof of a bona fide offer, including name, address, and telephone number of prospective buyer.
- b) VEWS shall have the option to purchase the Adopted Horse back for the amount of the lesser of (i) the Adoption Fee; or (ii) any bona fide offer.
- c) VEWS shall have thirty (30) days following receipt of notice to provide written notice to Adopter of its intent to exercise the option, or the option shall be presumed to be waived.
- d) VEWS shall provide and pay for the transportation of the Adopted Horse if VEWS exercises its option to purchase as provided herein. INITIALS: _____

8. Reporting/Inspections.

- a) Adopter shall provide a written "Status Report" to VEWS in the third, sixth and twelfth months of the term of this Agreement, provided however, in the event of serious injury or death, a Status Report shall be given to VEWS within seven (7) days of such event.
- b) The Status Report shall contain the following:
 - i. Current body shot photograph of the Adopted Horse.
 - ii. Narrative of the Adopted Horse's progress and condition.
 - iii. Current boarding facility information, including contact, facility name, address, phone, facsimile and email.
 - iv. In the event of death, a veterinary's statement as to the cause of death.
- c) After the three Status Reports required by Section 8(a) are received, additional Status Reports are not mandatory, but are highly encouraged.
- d) For the initial twelve (12) months following this agreement:
 - i. Adopter shall provide to VEWS (within seven [7] days of VEWS's request) copies of any veterinary records, reports or receipts for care to the Adopted Horse.
 - ii. Adopter shall give VEWS written notice at least fourteen (14) days in advance of moving the Adopted Horse.
 - iii. Adopter agrees and gives express permission to any VEWS's staff or representatives to have the right to conduct random and unannounced visits to inspect the Adopted Horse.
- e) As provided in Section 3, Adopter shall notify any facility of this Agreement and provide VEWS with the Facility Agreement. However, the failure to provide the Facility Agreement shall not impede VEWS's rights of inspection and repossession and Adopter agrees that any boarding facility having possession of the Adopted Horse shall accept a copy of this Agreement as evidence of the Adopter's express authority for VEWS to inspect and repossess the Adopted Horse.
- f) Time is of the essence for the Adopter to provide the reports and there is no grace period. INITIALS: _____

9. Care of the Adopted Horse. Adopter shall provide and pay for the proper training and care for the Adopted Horse including:

- a) Not commencing transitional training until the Adopted Horse has been residing at its new facility for one week. If the Adopted Horse is recovering from an injury, Adopter will commence training only after veterinarian consent.
- b) Proper training, food, water, shelter and/or care in accordance with VEWS's standards including: (i) a stall that is no less than 10' by 10'; or (ii) 3-sided building that is 150 square feet per horse kept in the paddock or barn, and (iii) pasture turnout of at least 8 hours per day, safe fencing appropriate for horses (barb wire fencing is not allowed under any circumstances).
- c) Vaccinating the Adopted Horse yearly and maintaining a current Coggins according to applicable state laws or regulations.
- d) De-worming the Adopted Horse at least every 12 weeks.
- e) Providing VEWS access to all veterinary care documents of the Adopted Horse upon VEWS's request. Further, Adopter agrees that a copy of this Agreement is authorization for any veterinary to release veterinary records and billing for the care of the Adopted Horse to VEWS, and hereby authorizes and directs any veterinary to release information about the Adopted Horse to VEWS.
- f) Providing proper hoof care, with trimming approximately every six (6) to eight (8) weeks.
- g) Providing proper teeth care as recommended by the veterinarian.
- h) Proper emergency veterinary care upon illness or injury to the Adopted Horse.

INITIALS:

10. Breeding, Racing or Auction Prohibited

- a) The Adopted Horse shall never during its entire lifetime be bred, raced or sold in an auction under any circumstances.
- b) BREEDING OR ENTRY OF THE ADOPTED HORSE TO RACE SHALL VOID THIS SALE AND ANY SUBSEQUENT SALES, AND OWNERSHIP AND ALL RIGHTS OF POSSESSION SHALL IMMEDIATELY REVERT BACK TO VEWS.
- c) The Adopted Horse may be removed from any premises by VEWS, including from any racetrack, without court order.
- d) Adopter authorizes VEWS to present a copy of this Agreement or other notice of this Agreement to any Racing Secretary and the Racing Secretaries are authorized and directed to bar the Adopted Horse from entering any race.

11. Repossession of Adopted Horse

- a) A material violation of this Agreement is grounds for VEWS to void this Agreement at VEWS's sole discretion, and upon that election ownership of the Adopted Horse shall immediately revert back to VEWS, and the Adopted Horse may be removed from any premises by VEWS and the provisions of Section 6 (c) shall apply relative to such repossession.
- b) VEWS shall give notice of its intent to exercise the option to repossess the horse within six (6) months of the date that any report is due or inspection denied.
- c) It is agreed and understood by the Adopter that the following shall be deemed material violations of this Agreement, by way of illustration and not by limitation:
 - i. Failure to comply with Section 7, above, giving VEWS the appropriate notice and time to exercise its right of first refusal.
 - ii. Failure to comply with Section 8, above, providing required reports and permitting inspections.
 - iii. Failure to comply with Section 9, above, providing for the proper care of the Adopted Horse.
 - iv. Failure to comply with Section 10, above, breeding auctioning or racing the Adopted Horse.
- d) The Adopter shall remain responsible for the damages referred to in Section 1, even if VEWS exercises its right to repossess the Adopted Horse.

INITIALS:

12. Condition and Temperament of the Adopted Horse

- a) The Adopter accepts the Adopted Horse in its current condition "as is" and in its current location "where is".
- b) VEWS makes no representation as to the Adopted Horse's behavior or temperament and does not warrant or guarantee the condition, soundness, temperament, or training of the Adopted Horse.
- c) The Adopter acknowledges that the Adopted Horse could have been a former racehorse, and may have recently finished a racing career.
- d) The Adopter understands and acknowledges that being in the presence of horses and any and all activities involving horses are inherently dangerous.
- e) VEWS disclaims liability for any implied warranties, including implied warranties of "merchantability" and "fitness" for a specific purpose.

INITIALS:

13. Assumption of the Risk of Equine Activity. The Adopter acknowledges that the Adopter has been notified and hereby assumes all of the risks inherent in equine activity, including but not limited to, any of the following:

- a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons in or around the equine.
- b) The unpredictability of an equine's reactions to sounds, sudden movement, unfamiliar objects, persons, or other animals.
- c) Hazards, including but not limited to, surface or subsurface conditions.
- d) A collision with another equine, another animal, a person, or an object.
- e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
- f) The provisions of this paragraph shall survive the termination of this Agreement.

INITIALS:

14. Miscellaneous

- a) All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by Virginia law.
- b) IF any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within either Chesterfield, Goochland, Hanover, Henrico or Powhatan County, Virginia will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.
- c) The parties hereby waive any right to trial by jury in matters arising out of this Agreement. VEWS AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGES THE AFORESAID RIGHT TO JURY TRIAL.
- d) The individual signing on behalf of each of the parties hereby represents that said individual has the authority to sign on behalf of and bind the respective party.
- e) For purposes of this Agreement, and except as otherwise set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, VEWS and the Adopter, and the parties respective representatives, successors and permitted assigns. For purposes of

this Agreement, and except as otherwise set forth in this Agreement, VEWS shall include, without limitation, the individual signing on behalf of VEWS and VEWS's employees, agents, representatives, owners, successors and permitted assigns.

- f) Adopter shall make all of its representatives, successors or assigns aware of the terms of this Agreement and shall agree to be bound by the terms of this Agreement. Adopter shall be responsible for any breach of this Agreement by any of its representatives, successors or assigns.
- g) This Agreement supersedes and replaces any prior agreements between VEWS and Adopter.
- h) This Agreement may only be modified by written instrument executed by both parties.
- i) This Agreement may not be assigned by Adopter without the prior written consent of VEWS, which VEWS may withhold in its sole discretion.
- j) This Agreement contains the entire agreement of the parties and any prior or concurrent and written or oral understandings are deemed merged into this Agreement. There are no promises, agreements, representations or warranties other than those contained herein or expressly incorporated by reference.
- k) No delay, failure or waiver of either in express or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies.
- l) If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired hereby.
- m) Adopter specifically acknowledges that this Agreement is a CONDITIONAL LIFETIME BILL OF SALE, and all requirements and restrictions contained herein, including by not limited to VEWS to regain ownership, care, custody and control of the Adopted Horse, shall remain in effect regardless of change or purported changes in ownership or possession of the Adopted Horse at a later date.
- n) Adopter agrees that this Agreement shall at all times remain attached to the Adopted Horse's registration papers when available, or shall stand alone on its merits if such registration papers are not available.
- o) Signatures to this instrument in counterparts are acceptable.
- p) A copy, facsimile or electronic signature or affirmation by Email or other internet communication shall be binding and enforceable.

INITIALS: _____

Signatures

I have read this entire agreement and understand its contents.

Adopter

By: _____

Print Name: _____

Date: _____

Witness

By: _____

Print Name: _____

Address: _____

Date: _____

Virginia Equine Welfare Society

By: _____

Print Name: _____

Title _____

Date: _____