

# ADOPTION CONTRACT



## NEW BEGINNINGS PASO FINO HORSE RESCUE, INC.

29009 N. 152<sup>nd</sup> Drive  
Surprise, Arizona 85387  
Phone: 623-755-8144

New Beginnings is a 501(c)(3) non-profit organization.....DLN #17053077049009.....EIN #80-0208443

Thank you for your interest in adopting an equine from New Beginnings Paso Fino Horse Rescue, Inc. (hereafter, New Beginnings). Our goal is to find the best possible forever home for our horses.

We believe movement and space are critical for equines. New Beginnings operates under and adheres to the Arizona Revised Statutes #12-553 (Equine Inherent Risk Law).

In this agreement, the animal to be adopted is called the Adoptive Horse. The person adopting the animal is called the Adopter.

Adopter's name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone h \_\_\_\_\_ c \_\_\_\_\_ w \_\_\_\_\_

E-mail \_\_\_\_\_

Driver's License (state, #, exp date) \_\_\_\_\_

Adoptive Horse's name \_\_\_\_\_

Description of Adoptive Horse \_\_\_\_\_

Breed \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

Breed organization \_\_\_\_\_

Chip registration number \_\_\_\_\_

Registration number \_\_\_\_\_

### As Is

New Beginnings adopts animals out so they can be given a good life.

Adoptive Horses are adopted "as is" with no warranty expressed or implied. The

Adopters agree that they are adopting the Horse to **rescue** him/her, and not for commercial value.

The Adoptive Horse has at least the following limitations:

\_\_\_\_\_  
\_\_\_\_\_

The Adopter agrees not to work or use the Adoptive Horse beyond the animal's condition and abilities. **Initial** \_\_\_\_\_

## Care for the Adoptive Animal

The Adopter agrees to care for the Adoptive Animal for his/her entire lifetime.

❖ Care for the Adoptive Horse is at the Adopter's sole expense. This care includes but is not limited to:

- Providing quality water and food, including minerals, vitamins, salt, and supplement as needed.
- Providing overhead shelter from the elements. The shelter can be natural or man-made.
- Providing care for any special needs the Adoptive Horse has or develops.

❖ Providing proper care to the Adoptive Horse, including but not limited to:

- Proper veterinary treatment for injuries and illness
- Annual vaccinations
- Following a regular deworming schedule
- Proper hoof care by a professional farrier or natural horse trimmer.
- Annual dental care
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_ **Initial** \_\_\_\_\_

## Title of Adoptive Horse

New Beginnings Paso Fino Horse Rescue, upon signed contract, agrees to transfer full title to the aforementioned Horse in accordance with the stipulations and conditions contained herein. **The Adopter agrees not to trade, sell, lease, loan, or transfer ownership of the Adoptive Horse to anyone, what so ever, unless such a transaction is fully agreed to in writing by New Beginnings Paso Fino Horse Rescue or their authorized agent.** Adopter further agrees to serve 30-days notice of intent should Adopter wish to transfer (without compensation) ownership to another party or for any reason does not want to continue ownership of the Horse. During this 30-day period, Adopter agrees that New Beginnings, or their designated agent, at their sole discretion, may actively search for a new home suitable for the Horse, and should a suitable home be found, Adopter will immediately relinquish ownership back to New Beginnings upon written notice with no compensation to the Adopter.

**It is also further agreed that should the Adopter be deemed incapable of conducting their own affairs, or upon the death of the Adopter, full, legal ownership of the aforementioned Horse will, at the sole discretion of New Beginnings, revert back to New Beginnings, or their designated agent, and will not be a part of any estate.**

**Initial** \_\_\_\_\_

**Reversion of Title**

The Adopter agrees that the title to the Adoptive Horse automatically reverts to New Beginnings if, upon verification by any law enforcement agency or licensed large animal vet, the determination is made that any of the following exists:

- Information on the adoption application was false or misleading
- The Adopter is not adequately caring for the animal
- There is a breach of this agreement

**Initial** \_\_\_\_\_

**Transport of the Adoptive Animal**

The Adopter agrees to transport or pay for the transportation of the Adoptive Horse to the Adopter.

**Initial** \_\_\_\_\_

**Choice of Law and Jurisdiction**

All disputes under this agreement will be resolved in Maricopa County, Arizona, USA or the State and County where the Horse is homed. All disputes will be resolved using Arizona law. This includes, but is not limited to, actions to regain possession or title to the Adoptive Horse. **Initial** \_\_\_\_\_

**Euthanasia**

The Adopter agrees not to euthanize the Adoptive Horse because the Adopter can not afford necessary veterinary treatment. The Adopter agrees to contact New Beginnings before euthanizing the Adoptive Horse to discuss all available options.

At its discretion, New Beginnings has the right to take ownership and possession of the Adoptive Horse. This provision does not apply in dire situations where the animal is needlessly suffering and needs to be immediately euthanized. Any such emergency situations must be verified in writing by a licensed vet. All costs associated with euthanasia are the responsibility of the adopter.

**Initial** \_\_\_\_\_

**Veterinary Records**

The Adopter authorizes New Beginnings to review the veterinary records of the Adoptive Horse at any time. A copy of this agreement is sufficient authorization from the Adopter to any veterinarian to release records to New Beginnings.

**Initial** \_\_\_\_\_

**Inspection**

The Adopter agrees that New Beginnings Paso Fino Horse Rescue or its representative can perform personal or telephone follow-up checks on the Adoptive Horse. This includes unannounced facility visits during reasonable hours (8:00 AM – 5:00 PM x 7 days). Should it be decided that upon verification by a local vet, and/or local authorities having control of animal well being that the Horse is not being inadequately cared for, New Beginnings has the right to immediately take possession and ownership of the Adoptive Horse. **Initial** \_\_\_\_\_

**Right of Entry**

The Adopter gives New Beginnings, or its representatives, while accompanied by local law authorities, the right to enter the Adopter's property. This is for the purpose of inspecting the Adoptive Horse or taking possession of the Adoptive Horse according to the provisions of this agreement. **Initial** \_\_\_\_\_

**Breeding**

The Adopter agrees not to breed the Adoptive Horse. Doing so will be a Breach of Contract and will be subject to the terms contained in the "Inspection" and "Right of Entry" sections. The Adopter agrees that should the Adoptive Horse be bred, either knowingly or unknowingly, the subsequent foal will immediately at birth become the property of New Beginnings and further that the Adopter shall donate a sum of \$500.00 (five-hundred dollars) payable to any 501(c)(3) non-profit Horse Rescue or Sanctuary. **Initial** \_\_\_\_\_

**Notification**

The Adopter agrees to notify New Beginnings:

- if the Adoptive Animal is moving from one location to another.
- of any change of address of the Adopter.
- in the event of the animal's death. **Initial** \_\_\_\_\_

**Hold Harmless**

The Adopter agrees not to pursue New Beginnings for any costs or damages that the Adopter suffers as a result of adopting this animal. This includes, but is not limited to, personal injury and property damage caused by the Adoptive Horse. **Initial** \_\_\_\_\_

**Indemnity**

The Adopter agrees to reimburse New Beginnings for all costs or damages assessed against New Beginnings by others as a result of this Adoptive Horse. This includes, but is not limited to, personal injury and property damage caused by the Adoptive Horse. This indemnity starts at the time the Adoptive Horse is loaded for transport to the Adopter. **Initial** \_\_\_\_\_

**Advice**

New Beginnings Paso Fino Horse Rescue, Inc. is committed to the animals they place in adoptive homes. New Beginnings agrees to help answer questions about the Adoptive Horse regarding behavior, training, or health issues. New Beginnings further agrees to aid, to the best of its ability, in acquiring an Adoptive Horse’s history which may aid in the breed registration of the Adoptive Horse.

**Adoption Fee**

The Adopter agrees to pay a **non-refundable** adoption fee of \$ \_\_\_\_\_

Payable to New Beginnings Paso Fino Horse Rescue, Inc. **Initial:** \_\_\_\_\_

**Other**

- This is the entire agreement. This agreement can only be modified in writing.
- This contract is enforceable against the heirs and assigns of the Adopter.
- New Beginnings Paso Fino Horse Rescue operates under and adheres to the Arizona Revised Statutes #12-553 (Equine Inherent Risk Law).

Notes:

\_\_\_\_\_  
\_\_\_\_\_

I have read, understand, and agree to this contract in its entirety!

Adopter’s name (please print) \_\_\_\_\_

Adopter’s signature \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_(name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(seal)

\_\_\_\_\_  
Notary Public

New Beginnings Rescue Officer or Agent: (please print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

