

The Pegasus Project, Inc.
P.O. Box 26
Ben Wheeler, TX 75754
(903) 469-3578

ADOPTION REQUIREMENTS AND REGULATIONS

By signing these Adoption Requirements and Regulations and the Adoption Application, the Adopter acknowledges that failure to comply with any of the requirements and regulations will be considered a breach of the Adoption Contract, in which case The Pegasus Project, Inc. shall be entitled to repossess the horse and/or seek damages as set forth herein. These Adoption Requirements and Regulations are incorporated into and are considered part of the Adoption Contract.

Adopted horses must be well treated, sheltered, fed, and cared for. The horse must be provided appropriate and nutritious amounts of food (subject to approval of a veterinarian, if necessary), fresh water, adequate shelter, and kind treatment at all times.

If the horse is stabled or boarded other than on Adopter's home premises, it is the Adopter's responsibility to ensure that the horse receives this same level of good care.

Adopter will not place the horse with an abusive trainer, nor ask of the horse more than he is suited to, given his age, conformation, and health.

Adopter will not allow the horse to run at large and will provide adequate and appropriate fencing to be approved by The Pegasus Project. (Note: barbed wire is not considered appropriate for horses, with certain exceptions, which must be approved by The Pegasus Project, Inc.). If T-posts are utilized in fencing, all T-posts must be capped. The area containing the horse must be free of cattle guards, ranch equipment, sharp metal, and any other objects that could pose a risk to the horse's safety and welfare.

Adopter must be in a position to provide prompt medical care and treatment if the horse becomes ill, injured, or lame.

Adopter will provide such hoof care as is necessary to keep the horse sound and comfortable.

Adopter is responsible for all expenses incurred in caring for the horse from the time that the horse arrives at the Adopter's premises.

Adopter certifies that he/she has no prior violations of adoption contracts or convictions for inhumane treatment of animals.

If Adopter does not have experience with horses, Adopter may be required to take basic horsemanship training with a trainer approved by The Pegasus Project, Inc. or accept training from The Pegasus Project, Inc. staff.

The Pegasus Project, Inc. reserves the right to refuse adoption of any horse to any person.

The Pegasus Project, Inc. reserves the right to refuse adoption of any un-gentled or green broke horse to any adopter who, in our assessment, is not experienced in handling such a horse. Exception may be made if Adopter has proof of a training agreement with a reputable trainer. Adopter bears any and all responsibility for damage or injury incurred because the horse's behavior is outside of Adopter's ability to manage.

Adopter agrees to be subject to a probationary period of six months. Adopter agrees to allow The Pegasus Project, Inc. to monitor the well being of the horse. The Pegasus Project, Inc. may conduct a site inspection where the horse is located without prior notification. If it is found that the horse is not cared for properly, The Pegasus Project, Inc. will repossess the horse at the Adopter's expense. The Pegasus Project, Inc. will take legal action to recover all costs, including transport costs and attorney's fees, if such action becomes necessary. If Adopter remains in compliance with all terms herein, at the close of six months, the probationary period shall end.

Adopter agrees to pay the adoption fee at the time of moving the horse from The Pegasus Project, Inc. to Adopter's premises.

If, in the opinion of a licensed veterinarian, the horse is suffering, whether from disease, injury, or old age, without reasonable expectation of returning to a life of good quality, Adopter will agree to euthanasia.

Adopter agrees that the horse shall never be bred. Breeding shall result in immediate divestment of ownership rights and the horse and its offspring shall be re-claimed by The Pegasus Project, Inc. with costs associated with medical care of the horse and offspring being assessed against Adopter.

Adopter agrees that the horse may never be sold, traded, leased, or given away. If Adopter cannot or does not wish to care for the horse for the remainder of its natural life, the horse must be returned to The Pegasus Project, Inc. at no cost to Pegasus. In the sole discretion of The Pegasus Project, written permission may be granted for transfer of care/ownership to another party. The new owner must be approved by The Pegasus Project and must execute this contract so that the horse remains subject to these adoption requirements and regulations. The Pegasus Project, Inc., at its sole discretion, may make exceptions to this Rule.

Under NO circumstances may the horse be sold at auction, public or private, or in any other way be put at risk of going to slaughter. The Pegasus Project, Inc. may require proof of humane euthanasia or a statement of cause of death by a veterinarian if the horse disappears. Such violation of these Requirements and Regulations is understood and acknowledged to be a material breach of the contract between Adopter and The Pegasus Project, Inc., and the parties agree that the Adopter shall be responsible to pay, as liquidated damages, all funds The Pegasus

Project, Inc. had invested in the horse prior to Adopter taking possession of the horse. Adopter acknowledges that this amount often exceeds \$5000.

Within the probationary period Adopter must notify The Pegasus Project, Inc. in writing of the following:

- 1) Veterinarian - Within seven (7) days of taking possession of the horse, Adopter shall furnish to The Pegasus Project, Inc. the name and phone number of the veterinarian employed by Adopter, unless this information has been provided in Item 14 of the Adoption Application.
- 2) Death of the horse - Notification is required as soon as possible regarding the death of the horse and the veterinarian's statement regarding cause of death.
- 3) Injuries or medical problems – If the horse suffers a major injury or medical problem, notice shall be provided to The Pegasus Project, Inc. as soon as possible, with the name and phone number of the attending veterinarian.
- 4) Relocation – If the horse is moved from the location listed in the records of The Pegasus Project, Inc., notification of the move and the address of the new location shall be furnished within 14 days.

After the six-month probationary period has ended, Adopter gives permission to The Pegasus Project, Inc. to come onto the property where the horse is living for the purpose of monitoring his well being, with reasonable advance notice.

The adoption fee is due in full at the time of adoption. If the horse is returned within 30 days, \$100 of the adoption fee is refundable. After 30 days, no portion of the adoption fees shall be refunded.

Adopter hereby certifies that he/she has read, understands, and agrees to the above terms and conditions for the adoption of a horse from The Pegasus Project, Inc.

Adopter: _____ Date: _____

The Pegasus Project Agent: _____ Date: _____

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