

# WEST VIRGINIA HORSE NETWORK, INC. ADOPTION AGREEMENT

West Virginia Horse Network, INC. and Adopter enter into this Adoption Agreement and Conditional Lifetime Bill of Sale (“Agreement”) and hereby agree as follows:

a. Adopter shall pay West Virginia Horse Network, INC. a fee (the “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 Adopter’s providing humane conditions for the Adopted Horse in accordance with the charitable purposes of West Virginia Horse Network, INC. 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 West Virginia Horse Network, INC. 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 include a “Trial Period” of ONE YEAR as provided in Section 5; a “Probationary Period” of THREE YEARS as provided in Section 6; and a “Right of First Refusal” as provided in Section 7.

West Virginia Horse Network, INC, is a non-profit organization operating in Kanawha County, West Virginia.

West Virginia Horse Network, INC. officer (1)

Printed name: \_\_\_\_\_

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

West Virginia Horse Network, INC. officer (2)

Printed name: \_\_\_\_\_

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

Adopter:

Printed name: \_\_\_\_\_

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

## **Additional Terms and Conditions:**

**1. Amount Due in the event of Violation of Agreement.** If Adopter fails to comply with any term of this Agreement, Adopter agrees to pay West Virginia Horse Network, INC. an additional \$1,500.00 plus all attorneys' fees and all costs of legal action, including litigation that West Virginia Horse Network, INC. 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 West Virginia Horse Network, INC. in the event of Adopter's breach of contract under the circumstances of this transaction and in view of West Virginia Horse Network, INC.'s charitable purposes to provide for the humane care of horses. The compensation established is for a harm that is impossible or very difficult of accurate estimation at the time of the signing of this Agreement. In the event of Adopter's noncompliance with any term of this Agreement, the \$1,500.00 and costs shall be due whether or not West Virginia Horse Network, INC. 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 West Virginia Horse Network, INC. 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 Facility where the adopter agreed to keep the horse.

**3. Facility Agreement.** Adopter shall provide West Virginia Horse Network, INC. with a written notice in advance of moving the Adopted Horse to any facility other than the one agreed upon at the time of adoption. If at any time the horse is kept somewhere other than on the Adopter's personal property the Adopter must provide West Virginia Horse Network, INC. with the following: (a) The name, contact person, address, phone number of the facility; (b) Acknowledgement 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 West Virginia Horse Network, INC. including the right to repossess the Adopted Horse; (ii) That West Virginia Horse Network, INC. 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 a Facility Agreement to West Virginia Horse Network, INC., 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 West Virginia Horse Network INC. 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 to the facility where the horse will be kept, for the return of the Adopted Horse to West Virginia Horse Network, INC. (except as provided in Section (7.d)), and for any other transportation while the Adopted Horse is in Adopter's

care, custody and control.

**5. Trial Period:** For a period of ONE YEAR following West Virginia Horse Network, INC's signing of this Agreement ("Trial Period") if the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to West Virginia Horse Network, INC. as follows:

a. Notice of the intent to return the Adopted Horse must be received in writing by West Virginia Horse Network, INC.

b. The Adopter must make every attempt to return the Adopted Horse to West Virginia Horse Network, INC. at the expense of the Adopter.

c. If Adopter the adopter cannot afford to safely return the horse to West Virginia Horse Network, INC. the Adopter must continue to properly care for the horse until alternative transportation can be arranged.

d. The Adopted Horse shall be returned in the condition it was received or better.

e. If registered in the name of the Adopter, Adopter shall provide the properly executed assignment documentation to West Virginia Horse Network, INC. at the time of the delivery or pick up of the Adopted Horse.

f. If Adopter complies with Section 5(a) through (d), West Virginia Horse Network, INC. shall return one half of the Adoption Fee to Adopter within 60 days of the Adopted Horse's return to West Virginia Horse Network, INC.

g. If Adopter returns the Adopted Horse but fails to comply with Section 5(a) through (d), no portion of the Adoption Fee shall be returned to Adopter.

**6. Probationary Period:** For a period of THREE YEARS (36 months) following West Virginia Horse Network, INC's signing of this Agreement (the "Probationary Period"), West Virginia Horse Network, INC. will retain an irrevocable and equitable ownership interest of the Adopted Horse and the following shall apply:

a. West Virginia Horse Network INC. may, at its sole discretion, conduct random and unannounced visits to inspect the Adopted Horse and its environment.

b. If West Virginia Horse Network, INC. 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, West Virginia Horse Network, INC. 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 West Virginia Horse Network, INC. 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 West Virginia Horse Network, INC. 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 West Virginia Horse Network, INC. from any and all liability or claims associated with any expenses (including board, veterinary fees, farrier charges, transportation fees) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to West Virginia Horse Network, INC. (iii) Adopter further agrees to indemnify and release West Virginia Horse Network, INC. from any and all liability or claims associated with West Virginia Horse Network, INC. exercising its rights to reclaim the Adopted Horse. (iv) Adopter shall not be entitled to the return of any portion of the Adoption Fee. If the Adopter VOLUNTARILY returns the adopted horse to West Virginia Horse Network INC. they will receive ONE HALF of their adoption fee in return within 60 days of the adopted horse's return to West Virginia Horse Network, INC.

(d) If at the end of the THREE YEAR "Probationary Period" West Virginia Horse Network, INC. at their sole discretion, determines the Adopter has fulfilled the requirements in a way that is satisfactory, West Virginia Horse Network, INC. will notify the adopter in writing that the adoption is final. Even after the adoption is final, the adopter must still comply with this agreement as follows.

**7. Right of First Refusal.** If at ANY TIME duration of the Adopted equine's natural life the Adopter wishes to sell, lease, trade, give away or in any way change control of the Adopted Horse, West Virginia Horse Network, INC. shall be offered a right of first refusal and the following terms shall apply:

a. Adopter will notify West Virginia Horse Network, INC. in writing of Adopter's intent.

b. West Virginia Horse Network, INC. shall have the option to purchase the Adopted Horse back for ONE HALF of the adoption fee.

c. West Virginia Horse Network, INC. shall have sixty (60) days following receipt of notice to provide written notice to Adopter of its intent to exercise the option.

d. West Virginia Horse Network, INC. shall provide and pay for the transportation of the Adopted Horse if West Virginia Horse Network, INC. exercises its option to purchase as provided herein.

#### **8. Reporting/Inspections.**

a. Adopter shall provide a written "Status Report" to West Virginia Horse Network INC. once a month during the "Trial period", once every 3 months during the "Probationary Period" as defined in this Agreement, provided however, in the event of serious injury or death a Status Report shall be given to West Virginia Horse Network, INC. within 24 hours of such event.

b. The Status Report shall contain the following:

i. Current and clear body shot photograph of the Adopted Horse.

ii. Narrative of the Adopted Horse's progress and condition.

iii. Current facility information, including contact, facility name, address, phone (if the horse is boarded).

iv. In the event of death, a veterinary's statement as to the cause of death.

c. After the Status Reports required by Section 8(a), above, are received, a Status Report must be provided to West Virginia Horse Network, INC. ONCE A YEAR for the duration of the adopted horse's natural life.

d. For the initial THREE YEARS following the signing of this agreement:

i. Adopter shall provide to West Virginia Horse Network, INC. [within seven (7) days of West Virginia Horse Network, INC's request] copies of any veterinary records, reports or receipts for care to the Adopted Horse.

ii. Adopter shall give written notice at least fourteen (14) days in advance of moving the Adopted Horse.

iii. Adopter agrees and gives express permission to any West Virginia Horse Network, INC. officer or board member to have the right to conduct random unannounced visits to inspect the Adopted Horse.

e. As provided in Section 3, Adopter shall notify any facility of this Agreement and provide West Virginia Horse Network, INC. with the Facility Agreement. However, the failure to provide the Facility Agreement shall not impede West Virginia Horse Network, INC'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 West Virginia Horse Network, INC. 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. The Adopter should keep a journal and notes to remind the Adopter of the deadlines.

**9. Care of the Horse.** The level of care for your WVHN, INC horse should be the highest standards in the industry. These horses have often times had a less than ideal life prior to coming to West Virginia Horse Network, INC. The Adopter shall agree to the following for the duration of the Adopted Horse's natural life:

a. Not commencing training or riding until the Adopted Horse has been residing at its new facility for a week. If the Adopted Horse is recovering from an injury, Adopter will commence training only after veterinary consent.

b. Proper Facilities (i) A stall that is no less than 10' by 10'. (ii) 3-sided building that is 150 square feet per horse kept in the paddock or barn, and (iii) If the horse is on pasture at least 4' tall visible, non-barbwire fencing.

c. Shots/Coggins. The horse must have ALL of the annual shots that are recommended by the Adopter's veterinarian. The Adopter must also maintain a current coggins.

d. Worming: The horse must be de-wormed by paste every 3 months or as recommended by the adopter's veterinarian.

e. Handling: The Adopted horse shall have frequent human contact beyond feeding. This can include groundwork, riding, grooming, etc. It is important to members of West Virginia Horse Network, INC. that horses placed through our network be treated like a valued friend and partner.

f. Stall Conditions: The horse's stall or shelter shall be cleaned daily. The horse shall ALWAYS have a clean dry place to sleep. Appropriate bedding shall be provided by the adopter.

g. Hoof Care: The horse must be trimmed or shod by a qualified Farrier, every 8 weeks (or as recommended by a qualified farrier). The horse's hooves are to be cleaned regularly and kept free of thrush and debris.

h. Feeding and Condition: The adopted horse must receive the required daily feed allowance needed to maintain proper condition, plus plenty of good quality grass and/or hay. Some horses may not require grain or other feeds. It is the adopter's responsibility to make sure the horse is not UNDER fed or OVER fed as both can be detrimental to the equine's health. The adopted horse should remain between 5 and 7 on the Henneke body condition scale. The Adopter shall seek veterinary advice if they have difficulty maintaining the horse's condition. Occasionally certain supplements or medication may be needed to maintain ideal condition. The adopter shall be responsible for providing those supplements/medications as recommended by a veterinarian.

i. Water: The Adopted horse must be offered no less than 15 gallons of fresh water each day, either in buckets or in regularly cleaned out water troughs. A stagnant pond or creek is not an acceptable primary source of water. The adopter MUST keep buckets cleaned and sanitary. The adopter must make certain buckets are free of ice in the winter.

j. Dental Care: Horses adopted from West Virginia Horse Network, INC. are to have their teeth checked annually and floated as needed. Certain conditions may require this to be done more frequently. The adopter must provide the horse with the care needed to maintain ideal health.

k. Training/Riding: The adopter agrees not to work the adopted horse beyond its physical limitations at any time or to put the horse in harm's way at any time. The Adopter shall never train the Adopted horse through cruel or abusive methods. The Adopter shall never ask the Adopted horse to carry more weight than his/her body can support safely. The Adopter shall never allow anyone else to handle the Adopted horse in an abusive manner. THE Adopter shall never "sore" the adopted horse. The Adopter shall never use chains or shoes to "enhance" the horse's gait or performance. The Adopter shall use the adopted horse for the activities noted at the time of adoption. These horses have lived a difficult life. The Adopter must make sure the adopted horse's life is filled with kindness and respect.

l. No Breeding. ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED HORSE BE USED FOR BREEDING PURPOSES. THE HORSE SHALL BE DILIGENTLY PROTECTED FROM ACCIDENTAL BREEDING.

#### **10. Auction Prohibited.**

a. The Adopted Horse shall never sold in an auction under any circumstances.

b. The Adopted Horse may be removed from any auction premises by West Virginia Horse Network, INC. without court order.

d. Adopter authorizes West Virginia Horse Network, INC. to present a copy of this Agreement or other notice of this Agreement to any auction house employee/or representative as proof of West Virginia Horse Network, INC.'s rights to the horse.

#### **11. Repossession of Adopted Horse.**

a. A material violation of this Agreement is grounds for West Virginia Horse Network, INC. to void this Agreement at West Virginia Horse Network, INC.'s sole discretion, and upon that election ownership of the Adopted Horse shall immediately revert to West Virginia Horse Network, INC., and the Adopted Horse may be removed from any premises by West Virginia Horse Network, INC. and the provisions of Section 6.c) shall apply relative to such repossession.

b. West Virginia Horse Network, INC. shall give notice of its intent to exercise the option to repossess the horse within 30 days (1) month of the date that any report is due and not receive or if an 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 West Virginia Horse Network, INC. 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, auctioning the Adopted Horse.

d. The Adopter shall remain responsible for the damages referred to in Section 1, even if West Virginia Horse Network, INC. exercises its right to repossess the Adopted Horse.

#### **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. West Virginia Horse Network, INC. 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 in most cases West Virginia Horse Network, INC. will have little if any knowledge of the Adopted Horse's life prior to enter WVHN's care.

d. The Adopter understands and acknowledges that being in the presence of horses and any and all

activities involving horses are inherently dangerous.

e. West Virginia Horse Network, INC. disclaims liability for any implied warranties, including implied warranties of "merchantability" and "fitness" for a specific purpose.

**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 on or around the equine; (b) The unpredictability of an equine's reaction 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. The provisions of this paragraph shall survive the termination of this agreement.

**14. Miscellaneous.**

a. All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by West Virginia law.

b. If any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within Kanawha County, West Virginia will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.

c. 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.

d. 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, the West Virginia Horse Network, INC. 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, "West Virginia Horse Network, INC." shall include, without limitation, the individuals signing on behalf of West Virginia Horse Network, INC. and West Virginia Horse Network, INC's board members, officer, volunteers, representatives, 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 West Virginia Horse Network, INC. 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 West Virginia Horse Network, INC., which West Virginia Horse Network, INC. 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 party's exercise 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 thereby.

m. Adopter specifically acknowledges that this Agreement is A CONDITIONAL LIFETIME BILL OF SALE, and all requirements and restrictions contained herein, including but not limited to West Virginia Horse Network, INC. to regain ownership, care, custody and control of the Adopted Horse, shall remain in effect regardless of 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, scanned, or electronic signature or affirmation by Email or other internet communication shall be binding and enforceable.

Signature of Adopter noting that Adopter has read and understands all NINE (9) pages of this adoption agreement:

\_\_\_\_\_ DATE \_\_\_\_\_

NOTARTY SIGNATURE AND SEAL: