



West Virginia Horse Network Adoption Agreement

Email: wvhorsenetwork@gmail.com

Mailing Address: PO Box 973 Elkview, WV 25071

Name of Equine: _____

Description of the Equine: (breed, sex, age, color, markings:

Adoption Fee: \$ _____

Congratulations, and thank you for adopting! As you get to know your new equine, please feel free to reach out to us with any questions you may have. We are committed to helping to create a rewarding life-long experience! West Virginia Horse Network, INC. (the "West Virginia Horse Network") is here to provide you with any support you may need to help this adoption be a success, and we hope that this is just the beginning of your relationship with West Virginia Horse Network. By signing below, you agree to the following:

1. You are adopting the animal described above (the "equine"), and care of this equine is being transferred from West Virginia Horse Network, INC. to you.
2. You agree to provide the equine with a good home and proper treatment and care, including appropriate shelter, food, water and medical attention and shall comply with all federal, state, and local laws and regulations related to the care of the equine. You further agree to provide the equine with safe and adequate shelter, turnout area, adequate and safe fencing, and appropriate and regular exercise.
3. As the adopter of the equine, you are responsible for all of his or her expenses, including but not limited to medical expenses, farrier expenses, feed costs and dental expenses.
4. You understand that West Virginia Horse Network, INC. receives animals from many sources, including stray animals, animals recovered from cruelty cases, and relinquishments

from prior homes. While we at West Virginia Horse Network, INC. try our best to get to know the animals under our care and predict the way they will adjust to a new home under various circumstances, it is impossible to predict any animal's behavior with certainty. It is your responsibility to accurately and honestly communicate your horsemanship skills to our team.

5. Under no circumstances shall you abandon the equine, breed the equine, or sell or transfer the equine for purposes of slaughter or breeding. Additionally, you shall not allow the equine to be used for purposes of vivisection or experimentation.

6. West Virginia Horse Network, INC. understands that not all adoptions may be successful through no fault of the person or equine. If you find that you may not be able to keep your equine, please contact West Virginia Horse Network, INC. We will do our best to provide you with the support you need to keep you together with your equine. We always welcome back any equines that are adopted from us. If you wish to rehome your equine with a family member or friend, you must notify us prior to doing so, so that we can continue to provide support to the equine.

7. You understand that West Virginia Horse Network, INC. will contact you from time to time to provide support, if needed, and to check on the progress of the equine. We encourage you to contact West Virginia Horse Network, INC. with any questions you may have or just to let us know how your equine is doing. We love to hear from our adopters! We prefer updates about adopted equines at least 4 times annually. If you receive a communication from a member of our team, your timely response is crucial.

8. If the equine is returned to West Virginia Horse Network, INC. for any reason West Virginia Horse Network, INC. will apply the amount of the adoption fee for the equine you are returning toward the adoption fee for any new equine that you may adopt within one year of returning this equine, provided that any such future adoptions are subject to approval by West Virginia Horse Network, INC. If you do not wish to adopt another horse, West Virginia Horse Network will provide a full refund if the horse is returned within thirty (30) days of signing this agreement. If the horse is returned after thirty (30) days, the adopter may request up to a 50% refund of the adoption fee that was paid at the time of adoption.

9. West Virginia Horse Network, INC. does not guarantee the health of any animal and is not responsible for the medical needs of any animal. You are encouraged to obtain a pre-purchase exam at your expense if you have any concerns.

10. You agree to a trial period of three hundred-sixty five (365) days (the "trial period") beginning on the date that the equine is transported to your location and ending on _____ [PLEASE NOTE DATE]. Upon the expiration of one (1) calendar year (365 days) following the date of this Agreement, if all terms and requirements have been met during the trial period, Adopter shall become the owner of the Adopted Animal. West Virginia Horse Network, INC. will execute a Deed of Ownership in favor of Adopter granting Adopter title to and ownership of the Adopted Animal.

11. Adopter agrees to notify West Virginia Horse Network, INC. immediately upon the death of the Adopted Animal, and to provide West Virginia Horse Network, INC. veterinary certification as to cause of death within ten (10) business days after such death.

12. West Virginia Horse Network, INC. understands that not all adoptions may be successful through no fault of the person or equine. If you find that you may not be able to keep your equine, please contact West Virginia Horse Network, INC. We will do our best to provide you with the support you need to keep you together with your equine. We always welcome back any equines that are adopted from us. If you decide to rehome your equine with a family member or friend, we ask that you notify us so we can continue to provide support to the equine. Your intent to return the horse to West Virginia Horse Network, INC. should be communicated to West Virginia Horse Network, INC. at least thirty (30) days prior to when the horse will be returned.

13. West Virginia Horse Network, its past, present and future officers, directors, agents and employees shall not be held responsible for any defects and/or illness which the equine may have or may develop or for any damage or injury to any person or property that may be caused by the equine. You agree to release and indemnify and hold harmless West Virginia Horse Network, INC., its past, present and future officers, directors, agents, and employees from and against any and all liability, claims, suits, actions, judgments, costs, fees, including reasonable attorneys' fees and damages for any damage or injury to any person or property that may be caused by the animal and/or arising out of and/or in connection with the equine.

14. You agree that West Virginia Horse Network, INC. may use or authorize the use of any photographs or video of the equine in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

15. This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of West Virginia. The parties hereto shall also consent to the jurisdiction of the courts of West Virginia for all purposes and for any disputes arising hereunder. All proceedings resulting from this Adoption Agreement shall take place in Kanawha County, West Virginia, the location of West Virginia Horse Network, INC.'s incorporation.

This agreement constitutes an offer of adoption by West Virginia Horse Network, INC. Your signature on this agreement shall constitute your acceptance of the offer, and this agreement shall be binding on you and West Virginia Horse Network, INC. upon your signing this agreement. You represent that you are at least twenty-one years old.

Adopter

Date

Witness

Date

Board Member (ONE)

Date

Board Member (TWO)

Date

NOTARY SIGNATURE AND SEAL: