

BLUE APPLE RANCH (BAR) / TOBY WELLS FOUNDATION (TWF)  
RESCUE ADOPTION AGREEMENT

1. **AGREEMENT:** This Agreement, entered into this \_\_\_\_\_, between BAR/TWF and \_\_\_\_\_, who shall hereinafter be known as "Adopter", is a legally binding agreement delineating the terms and conditions of the transfer of the horse \_\_\_\_\_, hereinafter known as "Subject Horse" from BAR/TWF.

2. **RIGHT OF RETURN, ASSIGNMENT TRANSFERS:** Upon receipt of this agreement between Adopter and BAR/TWF and signed by Adopter, BAR/TWF hereby transfers ownership of Subject Horse for the remainder of the Subject Horse's life or until such time as Adopter cannot or will not continue such care for the Subject Horse. In either of the latter circumstances, Adopter shall notify BAR/TWF, which shall accept the horse back into its possession. It is clearly understood and agreed that the Adopter has no right to sell, lease, transfer or convey possession and/or ownership of Subject horse to any other individual or entity at any time for any reason. Subject Horse may never be offered for sale at any form of public auction, nor sold for slaughter. \_\_\_\_\_ (Adopter's initials)

3. **RIGHT OF TERMINATION:** Adopter understands that BAR/TWF grants ownership of the Subject horse to Adopter only for such time as the above horse shall be maintained according to acceptable standards of horse husbandry. Adopter agrees to maintain said horse in good health, to provide adequate food, free access to water, shelter, farrier, dental and veterinary care. At such time as said horse is not maintained according to acceptable standards of horse husbandry, as shall be determined upon the examination of a licensed veterinarian, law enforcement agent, or an assigned agent of BAR/TWF, this agreement shall terminate and Adopter shall surrender said horse to possession of BAR/TWF upon demand without court order. \_\_\_\_\_ (Adopter's initials)

4. **RIGHT OF INSPECTION:** Adopter agrees that an authorized representative of BAR/TWF shall have the right to inspect the Subject Horse and the facilities where the horse shall be maintained with five (5) days of written notice to Adopter. Adopter releases the right to BAR/TWF to contact the primary veterinarian and farrier for the Subject Horse at any time to obtain and inspect any and all records maintained on Subject Horse. Adopter agrees that at anytime and by unilateral action, BAR/TWF may inspect during normal business hours any record or document associated with the Subject Horse including emails, receipts, or phone records in order to determine the health maintenance of the Subject Horse or to

determine the cause of any injury including personal or property damage to any party.  
\_\_\_\_\_ (Adopter's initials)

Name, Address and Phone Number of Adopter's Veterinarian:

Name, Address, Telephone Number of Adopter's Farrier:

5. **COST OF RECOVERY:** In the event that BAR/TWF shall void this agreement for reason of insufficient standard of care to the above horse, Adopter shall be responsible for all costs of recovery, including transportation and legal fees. \_\_\_\_\_ (Adopter's initials)

6. **DISCLOSURE:** The Adopter understands that the Subject Horse may have health limitations due to previous instances of neglect, abuse, or injury. BAR/TWF agrees to disclose any known injuries, blemishes, unsoundness, or other pre-existing conditions as a courtesy to the Adopter and Adopter understands that these disclosures, including any veterinary records, are merely opinions. Adopter understands that many conditions of the horse are not obvious, and that BAR/TWF cannot know all of the details of the horse's history. Adopter acknowledges that he or she has sole responsibility for determining if the horse is fit for use. Adopter acknowledges that he or she has been advised by BAR/TWF to engage the services of a licensed veterinarian to evaluate said horse for intended use. Adopter agrees to accept the above horse as is, subject to the return provisions of Paragraph 2. \_\_\_\_\_ (Adopter's initials)

7. **WARRANTIES:** BAR/TWF warrants that it has good and clear title to the Subject Horse, free from any liens. Adopter understands and agrees that the horse is accepted from BAR/TWF without conditions or warranties of any kind except otherwise stated herein, including health, soundness, temperament, or fitness for a particular purpose.  
\_\_\_\_\_ (Adopter's initials)

8. **LIMITATION OF USE:** The horse is transferred to Adopter solely for use as a pleasure or show horse. Subject Horse is not to be used as a lesson horse, lesson trainer, camp horse or utilized in a therapeutic riding center. Adopter understands that horse cannot be used for racing or breeding of any kind. Return of the horse in violation for any of these reasons shall be at sole expense of the Adopter. \_\_\_\_\_ (Adopter's initials)

9. **CHANGE OF ADDRESS:** Adopter agrees to notify BAR/TWF thirty (30) days prior to any change in location of the horse. Adopter will otherwise maintain Subject Horse at the following address:\_\_\_\_\_.  
\_\_\_\_\_(Adopter's initials)

10. **DEATH OF HORSE:** Adopter agrees that in the event of the horse's death, BAR/TWF will be notified within twenty-four hours of (a) the horse's death, (b) the cause thereof and, (c) the circumstances surrounding the death. Euthanasia, when necessary, may only be performed by a licensed veterinarian in a humane manner.  
\_\_\_\_\_(Adopter's initials)

11. **DEATH OF ADOPTER:** In the event of death of the Adopter, BAR/TWF will be notified within ten (10) days. In the event that no alternative provisions have been made by Adopter for the Subject Horse that are acceptable to BAR/TWF, Subject Horse shall be returned to BAR/TWF.\_\_\_\_\_(Adopter's initials)

12. **FREEDOM FROM LIENS:** Adopter agrees to keep said horse free from all liens, encumbrances, charges and claims, and to hold BAR/TWF harmless thereof.\_\_\_\_\_(Adopter's initials)

13. **INDEMNIFICATION:** Adopter agrees to indemnify and hold BAR/TWF it's officers, directors, employees, care providers, contractors, suppliers, and volunteers harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, damage to property, or any financial loss arising out of the care of the Subject Horse.\_\_\_\_\_(Adopter's initials)

14. **VALIDITY AND NONWAIVERS:** In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. BAR/TWF fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and BAR/TWF shall nonetheless retain all of the rights granted to them hereunder, which rights shall remain in full force and effect at all times.\_\_\_\_\_(Adopter's initials)

15. **ADOPTION DONATION:** The adopter understands that a non-refundable adoption donation of \$\_\_\_\_\_(US dollars) was paid to BAR/TWF by Adopter. This adoption donation must be paid in full before the Subject Horse is transferred to the Adopter. This donation may be tax deductible by the Adopter. The Adopter should consult his/her independent tax advisor to determine deductibility.\_\_\_\_\_(Adopter's initials)

**All Parties to this Agreement must be over 18 years of age.**

Adopter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

BAR/TWF Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA**