

Hidden Valley Wild Horse Protection Fund PO BOX 20052 RENO, NV 89515

An all-volunteer registered 501(c)3 Nevada non-profit organization

ADOPTION AGREEMENT

This agreement is entered into between Hidden Valley Wild Horse Protection Fund, herein referred to as the "Seller" for the purpose of this agreement, and ______, herein referred to as the "Adopter" for the purpose of this agreement.

By signing this Adoption Agreement, the Adopter acknowledges that failure to comply with any of the requirements listed below will be considered a breach of the Adoption Contract, in which case the Seller will be entitled to repossess the horse(s).

- The horse(s) must be provided proper and nutritious amounts of food, fresh water, safe fencing, adequate shelter, and kind treatment at all times. The feeding program must keep the horse(s) in good flesh, with no backbone or ribs showing except that which is normal in an aged horse.
- Neglected, abandoned or inhumanely treated horses will be immediately returned to the Seller. Transportation fees will be assessed. Adoption fees are non-refundable.
- Adopter will not place the horse with a trainer or boarder that the Seller deems abusive in any way.
- Adopter agrees not to breed any horse adopted from the Seller. Adopter is aware that the horse(s) are micro-chipped.
- If the horse becomes sick or lame, Adopter agrees to provide prompt and adequate medical care and treatment. If Adopter cannot provide such care, Adopter must return the horse immediately to the Seller.
- Adopter is responsible for all expenses incurred for the care of the horse. There are no reimbursements.
- Adopter certifies that he/she has no prior violations of adoption regulations or convictions of inhumane treatment to animals.
- The Seller reserves the right to refuse adoption of any horse.
- The Seller, through its authorized representatives, will retain ownership of the horse(s) for a probationary period of 12 months from the date of execution of this agreement which is the date of adoption. During this period, Adopter agrees to allow the Seller to monitor the well-being of the horse(s) and, if it is found that the horse(s) are not properly fed or care for, the Seller will repossess the horse(s). The Seller will take legal action to recover all costs and attorney's fees if such an action is required.
- Adopter agrees that the horse(s) cannot be sold, traded, leased, given away, or used for any commercial purpose other than for showing. If Adopter cannot (for any reason) or does not wish to care for the horse(s) any longer, it MUST be immediately returned to the Seller.

Within the 12 month probationary period, Adopter must notify the Seller in writing of the following events:

- 1. Within 7 days of acquiring possession of the horse(s), Adopter will notify the Seller of the name, address, and phone number of the Adopter's veterinarian if different from this application.
- 2. Death of the horse. Notification is required immediately with a veterinarian's statement/cause of death.
- 3. The horse(s) suffer a major injury or medical problem. Notification to the representative of the Seller is required immediately with the name and telephone number of the veterinarian who performed the diagnosis.
- 4. Movement of the horse from the location on record with the Seller.
- 5. Adopter moves or changes his/her phone number. Notification to the representative of the Seller is required immediately before a move or change.
- 6. In order to monitor the condition and well-being of the horse, Adopter therefore gives permission to the Seller to come onto the property where the horse is located with prior notification.
- 7. After the 12 month probationary period has expired, the horse's care is deemed satisfactory and upon approval of the authorized representative of the the Seller, ownership of the horse(s) will be transferred. It is the strict policy of the the Seller that if, for any reason, any adopted horse(s) does not work out, the Adopter must contact the representative of the Seller who will reclaim the horse(s) under all conditions. Horses adopted from the Seller are not to be sold or given away at any time without written consent from the Seller.
- 8. Adopter agrees to abide by all of the above conditions. If the Seller or its agent(s) or representative(s) find that any of the above conditions have been violated, the horse(s) will be subject to a breach of this adoption agreement and will be repossessed by the Seller.
- 9. It is understood that the horse cannot be included in an estate, or be an item in a will.

It is expressly understood that the Seller places the horse(s) with no warranty as to the physical condition or temperament of the horse(s). Adopter accepts these horse(s) as is with all defects, either observable or unobservable and assumes all risk for such horse(s) from the date of execution of this agreement. Adopter releases the Seller and its representatives from any claim, cause of action, or liability for any injury or damage to persons or property once the animal is in the Adopter's possession.

Adopter assumes all responsibility for the horse's actions from the date of the execution of this agreement. Adopter agrees to hold harmless the Seller and authorized representatives from any and all liability associated with any illness of the horse, or damage, or injury caused hereinafter by the horse(s).

The Seller cannot vouch for the temperament, health, or line of the horse. The horse(s) may not show its true nature or health for some time after placement.

All payment must be in the form of a money order, cashier's check or cash. The total adoption fee is required at adoption. There are no refunds on adoption fees. The adoption fee on the horse is not tax deductible.

Adopter hereby certifies that Adopter has read, understood, and agrees to abide by the above conditions for the adoption of the Seller's horse(s).

Name and description of horse(s):_____

Adopter(s) name1:		_Date:
Signature(s) #1		-
Adopter(s) name2:		_Date:
Signature(s) #2		-
MAILING ADDRESS:		
PHONE #	_EMAIL ADDRESS	
AGENT OF THE SELLER, AND OWNER OF RECORD		
WITNESS:		
WITNESS:		

Any special instructions are attached on a separate sheet. By signing this agreement, Adopter agrees to abide by these instructions.

SPECIAL INSTRUCTIONS

SIGNED BY______

DATE _____

Shannon Windle, President - 775-851-3692 Send to: hiddenvalleywildhorses@gmail.com