

POLO PONY RESCUE, INC.

Adoption Contract

This agreement is made between Polo Pony Rescue, Inc., a California Nonprofit Corporation (hereinafter "PPR"), and _____, hereinafter referred to as "Adopter" for the adoption of the horse described below. **This is an agreement to ADOPT a horse – this is not a sale. Adopter understands that horse is being transferred for a sum below its actual value in exchange for Adopter's agreement to the conditions contained herein. The Adoption Fee for the Horse described herein is \$_____ and must be paid concurrently with the signing of this Adoption Contract.**

I. HORSE

A. Description

The horse that is the subject of this contract (hereinafter the "Horse") is a _____ (all ages approximate) year old _____ (breed) _____ (gender), standing _____ hands and having the following markings or identifiable features:

B. Permitted Uses

The Horse described herein may be used for the following permitted uses:

- | | |
|--|------------------------------------|
| ____ Beginner Polo (no more than 0 goal competition) | ____ Polo Lessons |
| ____ Beginner Riding Lessons | ____ General Pleasure Riding/Trail |
| ____ English or Western Showing (flat classes) | ____ Gaming/Gymkhana |
| ____ Equine Assisted Therapy | ____ Team Penning/Sorting |

Other: _____

ADOPTER UNDERSTANDS THAT "CHARRO" TRAINING, RACING INCLUDING "BUSH" RACING AND ANY OTHER ACTIVITY THAT, AT THE SOLE DISCRETION OF POLO PONY RESCUE, INC. IS ABUSIVE TO THE HORSE, WILL RESULT IN THE IMMEDIATE REPOSSESSION OF SAID HORSE WITH NO REFUNDS GIVEN.

_____ (*initial here*)

C. Physical Restrictions, Known Ailments, Special Dietary or Shoeing Needs

The Horse is known to have the following physical restrictions/known ailments/special dietary or shoeing needs:

The maximum weight limit this Horse may carry (rider AND saddle) is _____.

ADOPTER AGREES TO USE THE HORSE ONLY AS PERMITTED BY THIS CONTRACT, WITHIN THE BOUNDS OF HORSE'S DISCLOSED PHYSICAL RESTRICTIONS, AND FEED AND SHOE THE HORSE IN KEEPING WITH ANY SPECIAL NEEDS DISCLOSED HEREINABOVE: _____ (initial here)

D. History and Training

The horse's known training issues and vices are as follows: -

ADOPTER UNDERSTANDS THAT HORSES ARE UNPREDICTABLE ANIMALS BY NATURE AND POLO PONY RESCUE, INC. CANNOT GUARANTEE THE SUITABILITY OF ANY HORSE FOR ANY PARTICULAR PURPOSE, OR GUARANTEE ANY HORSE'S BEHAVIOR. IF A HORSE IS FRIGHTENED OR PROVOKED, IT MAY DIVERT FROM ITS TRAINING AND ACT IN ACCORDANCE WITH ITS NATURAL SURVIVAL INSTINCTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, BUCKING, BOLTING, SPINNING, STOPPING SHORT, SPOOKING, REARING, KICKING, BITING, OR PULLING BACK WHEN TIED. ADOPTER ACKNOWLEDGES THESE FACTS AND FREELY ASSUMES THE RISKS INHERENT IN RIDING AND OTHER EQUINE-RELATED ACTIVITIES.

_____ (initial here)

II. CARE SPECIFICATIONS

A. Feed

Except as otherwise provided in Paragraph I.C. above, the Horse should be fed 3-4 flakes of high quality, mold and weed free alfalfa, timothy or orchard grass hay daily, unless sufficient pasture is provided instead. "Sufficient pasture" is defined as pasture lush enough that a horse will ignore hay when offered and, on which, no horse present is at less than a body condition score of 4.

Grain is not generally required and is at the discretion of Adopter and Adopter's veterinarian.

ADOPTER AGREES TO INTRODUCE ANY GRAIN GRADUALLY, NO MORE THAN A HALF POUND DAILY TO START. _____ (initial here)

Supplements are at the discretion of Adopter but are recommended. Polo Pony Rescue horses have been receiving daily doses of Probios, Strongid C, BL Solution and a Psyllium based supplement such as Sand Clear one week per month.

B. Farrier Care/Shoeing

Unless otherwise provided in Paragraph I.C., the Horse may be kept barefoot if desired and trimmed no less than every eight weeks by a qualified farrier. The Horse must be provided with shoes or removable boots if Adopter desires to trail ride, ride on rocky ground or ride on the road. **ADOPTER**

AGREES TO HAVE THE HORSE TRIMMED OR HIS SHOES RESET AT LEAST EVERY EIGHT WEEKS.

_____ *(initial here)*

C. Stabling/Pasture

Adopter may keep the horse in a stable or at pasture. The following guidelines apply:

STABLES – Stalls must be no less than 12 x 12 and horses must be turned out or exercised at least six days per week if stall kept. Stalls are to be cleaned at least six days per week if the Horse is stall kept. Sufficient, clean bedding is to be provided as needed.

PASTURES – Horse may be pasture kept part or full time. Horses kept in pasture must be provided with a shelter with a roof such as a barn overhang or a free standing sun shade. Horse must be confined and fed separately on a daily basis if any weight loss occurs. Fencing may be wood, plastic, wire mesh, coated wire, panels, or steel. **BARBED WIRE FENCING IS NEVER ACCEPTABLE AND MAY NOT EVER BE USED, EVEN TEMPORARILY.**

D. Watering

ADOPTER AGREES THAT NO HORSE WILL EVER BE CONFINED TO A STALL, TURNOUT, PASTURE OR OTHER AREA IN WHICH THERE IS NOT A SOURCE OF CLEAN, FRESH AND UNFROZEN DRINKING WATER AT ALL TIMES. _____ *(initial here)*

“Clean and fresh” is defined as tubs/pails that are being dumped, scrubbed if needed and re-filled with fresh water no less than once per week. Where the temperature drops below freezing, Adopter agrees to provide a tank heater to ensure that water is always available to the Horse.

E. Veterinary Care

PPR understands that many adopters do their own vet work in terms of vaccinations, deworming, and caring for minor injuries and illnesses. Adopter agrees to keep records of purchases of vaccines, dewormer, etc. and make them available to PPR upon request, or have a licensed veterinarian perform vaccinations and deworming and maintain records thereof. Adopter further agrees to obtain the services of a licensed veterinarian promptly in the event of any significant injury or illness, including colic. Should the Horse require euthanasia, Adopter agrees to provide a statement or invoice from a licensed veterinarian explaining the condition that led to the euthanasia and proving that the Horse was indeed euthanized.

ADOPTER UNDERSTANDS THAT EUTHANIZING HORSE WITHOUT THE SERVICES OF A LICENSED VETERINARIAN, EXCEPT IN A DOCUMENTED AND WITNESSED EMERGENCY, WILL BE CONSIDERED A MAJOR BREACH OF THE ADOPTION CONTRACT AND RESULT IN LEGAL ACTION.

_____ *(initial here)*

III. ADDITIONAL CONDITIONS

A. Return or Rehoming of the Horse

1. Adopter shall have thirty (30) days after taking possession of the Horse to return the horse for a full refund of the Adoption Fee, assuming that the Horse is returned in the condition it was received. Adopter must arrange and pay for transporting the horse to PPR and must provide no less than 48 hours notice in writing (e-mail is acceptable) that the Horse is being returned.
2. After 30 days, the Horse may be returned as provided in III.A.1, with the exception that no refund will be given.
3. If Adopter desires to transfer ownership of the Adopted horse to a third party, the third party must complete PPR's Adoption Application, be screened and approved, and complete PPR's Adoption Contract. **ADOPTER MAY NOT, UNDER ANY CIRCUMSTANCES, GIVE OR SELL THE HORSE TO ANY THIRD PARTY WITHOUT PPR'S CONSENT. ADOPTER UNDERSTANDS THAT GIVING AWAY OR SELLING THE HORSE WITHOUT PPR'S INVOLVEMENT WILL BE CONSIDERED A MAJOR BREACH OF THE ADOPTION CONTRACT AND RESULT IN LEGAL ACTION AND MONETARY PENALTIES AS PROVIDED IN PARAGRAPH III.B OF THIS CONTRACT.**

_____ *(initial here)*

4. In the event of Adopter's death, Adopter acknowledges that the Horse will be returned immediately to PPR, that said Horse is separate from and not included in Adopter's estate or personal property in any manner or form and Adopter directs that whomsoever shall have directive powers over Adopter's affairs shall return or cause to return said Horse immediately to PPR. Adopter agrees to inform Adopter's Next of Kin of this agreement and provide a copy for the Next of Kin individual's reference.

B. Penalties for Default

If Adopter fails to comply with any terms of this Agreement, Adopter agrees to pay PPR an additional \$1,500.00, plus all attorneys' fees and costs of legal action, including litigation that PPR 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 PPR in the event of Adopter's breach of contract under the circumstances of this transaction and in view of PPR's charitable purposes to provide for the humane care of horses. The compensation established is for a harm that is incapable or very difficult of accurate estimation at the time of the signing of this Agreement.

Adopter understands that in the event of an Egregious Breach of the contract, PPR does not agree to maintain any confidentiality whatsoever with respect to that breach. An "Egregious Breach" is defined as the Horse being discovered at a body condition score of less than 2.5 with no veterinary care provided, the Horse being seized by a law enforcement agency for neglect or abuse, the Horse being given away or sold to a third party, the Horse being offered for sale at auction, or the Horse's verified death from neglect or abuse. **ADOPTER UNDERSTANDS THAT AN EGREGIOUS BREACH OF THIS CONTRACT WILL RESULT IN LEGAL ACTION, MONETARY PENALTIES AS PROVIDED IN THIS PARAGRAPH,**

REPORTS TO LAW ENFORCEMENT AGENCIES IF APPROPRIATE AND THE PUBLICATION OF ADOPTER'S ACTIONS IN THE PRESS. _____ (initial here)

C. Visitation Rights

PPR retains the right to visit the Horse at any time after adoption after giving reasonable notice, generally 48 hours.

This horse will be kept at:

Stable Owner's Name: _____

Stable's Street Address: _____

Stable's Phone Number: _____

ADOPTER AGREES TO NOTIFY PPR WITHIN 48 HOURS IF THE HORSE IS MOVED, AND PROVIDE THE HORSE'S NEW LOCATION AND ALL CONTACT INFORMATION. _____ (initial here)

D. Right to Repossess

Should PPR find the Horse either: in a physical condition **SIGNIFICANTLY** less than that in which the animal left the rescue facility (for example: thin with prominence of ribs and/or hip bones, covered with visible open or non-healing wounds or other visible signs of poor care, maltreatment or abuse), or living in a squalid environment such as a stall packed with feces or in a small paddock area continually inundated in manure, liquid or other unhealthy conditions, found with no source of clean drinking water present, or any other Egregious Breach as defined in paragraph III.B. of this Adoption Contract, this constitutes a breach of contract meriting repossession and **PPR will repossess the Horse without notice to or consent of Adopter. Should this occur, no refund will be given of any adoption fees and Adopter may be liable for PPR's costs in repossessing the Horse and all costs related to returning the Horse to a healthy and adoptable condition.**

IV. MISCELLANEOUS

A. All terms, conditions and obligations described within this Adoption Contract shall be interpreted and governed by California law.

B. If any dispute arises regarding this Adoption Contract, the parties expressly agree that only those courts located within Los Angeles County, California will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.

C. The parties hereby waive right to trial by jury in matters arising out of this Agreement. **PPR AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGE THE AFORESAID RIGHT TO JURY TRIAL.**

D. 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.

E. 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, PPR 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, PPR shall include, without limitation, the individual signing on behalf of PPR and PPR's employees, agents, representatives, owners, successors and permitted assigns.

F. This Agreement supersedes and replaces any prior agreements between PPR and Adopter.

G. This Agreement may only be modified by written instrument executed by both parties.

H. This Agreement may not be assigned by Adopter without the prior written consent of PPR, which PPR may withhold in its sole discretion.

I. 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.

J. No delay, failure or waiver of either party's express 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.

K. 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 hereby.

L. Adopter specifically acknowledges that this Agreement is a CONDITIONAL LIFETIME BILL OF SALE, and all requirements and restrictions contained herein, including by not limited to (Organization) to regain ownership, care, custody and control of the Adopted Horse, shall remain in effect regardless of change or purported changes in ownership or possession of the Adopted Horse at a later date.

M. 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.

N. Signatures to this instrument in counterparts are acceptable. A copy, facsimile or electronic signature or affirmation by Email or other internet communication shall be binding and enforceable.

PLEASE READ CAREFULLY BEFORE SIGNING AND ENSURE THAT YOU FULLY UNDERSTAND THE AGREEMENT. PPR STRONGLY ENCOURAGES ADOPTERS TO REVIEW THIS CONTRACT WITH THEIR OWN ATTORNEY AT THEIR DISCRETION.

I hereby accept and will abide by the above agreement and conditions.

Signature of Adopter

Date