

# *Adoption and Purchase Agreement*



*Curly Horse Rescue, Inc.*

A 501c(3) Vermont Corporation

910 US Route 2  
Marshfield, VT 05658

[www.curlyrescue.com](http://www.curlyrescue.com)



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### **Curly Horse Rescue, Inc. Adoption and Purchase Agreement**

This Adoption and Purchase Agreement (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Curly Horse Rescue Inc., a Vermont Non-Profit Corporation registered at **910 US Route 2 Marshfield, VT 05658** (hereinafter referred to as "CHR") and

Name \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Email \_\_\_\_\_

(Hereinafter referred to as "Adopter").

- Horse:** The Adopter hereby agrees, pursuant to and in accordance with the terms and conditions as set forth in this Agreement, to adopt and provide care for the following Curly Horse (hereinafter referred to as the "Horse"):

Horse Name: \_\_\_\_\_

Horse Sex:  Mare  Gelding  Stallion

Color: \_\_\_\_\_ Coat: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Height: \_\_\_\_\_

2. **Consideration/ Adoption Donation:** In consideration of an Adoption Donation of \$ \_\_\_\_\_, CHR agrees to transfer all rights, title and interest in the above described Horse to the Adopter. The Adoption Donation is payable upon execution of this adoption agreement and before receipt of the Horse. The payment must be made by certified check or money order.
3. **Probationary Period:** The equine will remain the sole property of the CHR for the one year probationary period. After the one year probationary period has expired, the Applicant may be granted full ownership and permanent custody of the equine Title may be transferred to the applicant at the time custody is granted, which is at the end of the one year probationary period. This will be at the discretion of the CHR. Certificate of Registration, if available, may be transferred at this time as well.
4. **Trial Period:** The parties agree that the transfer shall be subject to a six (6) months trial period. If during the trial period either party has material reasons to end this agreement to adopt, such party may notify the other party in writing of its intention to rescind from this agreement and to return the Horse to CHR. Provided that the Horse is returned in good medical condition, the adoption donation (minus any costs that CHR incurred in connection with the adoption such as transportation costs, vet check etc) shall be refunded to the Adopter.
5. **Breeding:** After the probationary period, when transfer of ownership is completed, the Applicant will have full rights and responsibilities to breed the equine, provided the animal has been approved for breeding.
  - a. Breeding Mares: With respect to mares, the CHR makes NO WARRANTIES NOR GUARANTEES that the placed animal is capable of conceiving nor maintaining a pregnancy, nor giving birth to a live foal.
  - b. Breeding Stallions: With respect to stallions, the CHR makes NO WARRANTIES NOR GUARANTEES as to the fertility of the horse. Any and all required veterinary requirements are to be the sole responsibility of the Applicant.
  - c. Non-approval: For animals that ARE NOT approved for breeding, the Applicant understands that any offspring from the placed animal will not be eligible for registration with the ICHO. In the event that an animal is bred and it has been deemed unfit for reproduction by the CHR, that animal will be subject to immediate repossession by the CHR.
6. **Insurance:** The Applicant will carry liability insurance on the placed animal during the probationary period – this will cover any and all persons who may come into contact with the equine – contact by either choice or by accident. Proof of this insurance will be required by the CHR prior to the placement of the animal.
7. **Warranties:** CHR warrants that to the best of its knowledge it has clear title to the Horse. CHR makes no other warranties, express or implied, including soundness, health or fitness for a particular purpose.
8. **Condition of the Horse:** It is understood that many factors affecting the physical condition and health of horses are not obvious, and CHR cannot know all the details of the Horse's history.

The responsibility for determining if the Horse is fit for the use by Adopter belongs exclusively to Adopter and Adopter acknowledges that he/she has been advised to engage a veterinarian to evaluate the Horse (at Adopter's costs). Adopter agrees to accept the Horse as is.

**9. General Horse Care Requirements:** The Adopter will, at his or her own expense, provide reasonable care to the Horse. Such required reasonable care shall include, but shall not be limited to, the following: providing the Horse with adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items of supplements set forth in Section 7b below; safe and adequate shelter; proper, adequate and regular exercise; proper hoof care per your farrier's recommendation; any required veterinary attention, including yearly vaccinations and preventative care against parasites such as de-worming, as recommended by your veterinarian.

**10. Care Requirements Specific to the Horse:** The Adopter understands that the Horse may have health limitations due to previous history. CHR hereby provides the Adopter with the health records of the Horse that were known to CHR at and/or after the time CHR obtained possession of the Horse, and the specially required medications and nutritional needs of the Horse. CHR and the Adopter agree that CHR makes the following disclosures as a courtesy to the Adopter and these disclosures are merely opinions. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health or mental disposition of the Horse.

a. Health History and Health Problems of Horse:

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(please continue on a separate paper if necessary)

b. Required Medications and Supplements for Horse:

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(please continue on a separate paper if necessary)

c. Limitations as to Riding Horse. The Adopter understands that there may be limitations as to the type of riding appropriate for the Horse. The Adopter agrees to ride the Horse only in accordance with those limitations in order to ensure that there will be no additional injuries to the Horse or injuries to the Adopter. Specific Riding Limitations of Horse:

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(please continue on a separate paper if necessary)

- 11. Duty to Serve as a Reference:** Adopter agrees to serve as a reference and contact for other potential Curly Horse adopters.
- 12. Right To sell or re-home:** When full custody is granted after the one year Probationary period, the Applicant will have sole rights to the equine including the right to sell or re-home the horse. Please see section 13, *Option to Buy*, and section 14, *Duty to Notify* for further information about sale of an adopted horse by adopter.
- 13. Option to buy:** CHR shall have a first option to receive the horse back if the adopter decides to re-home the horse without monetary consideration for purchase. (I.E. Give away the horse). CHR shall have a first option to buy the Horse from Adopter for a price equal to the Adoption Donation (see above) if Adopter at any time elects to sell the Horse. Upon Adopter's decision to sell or re-home the Horse, Adopter shall give CHR written notice of such decision and CHR shall have 30 days to decide if it wants to exercise its option.
- 14. Duty To Notify:** Adopter shall notify CHR in the following instances:
  - a. If the Horse is sold and who purchased it;
  - b. If the Horse is deceased and how/ when it died;
  - c. If the Horse has been used for breeding and where the offspring is located.
  - d. If the Horse has achieved any show or training accomplishments or Adopter has any other new about the Horse. The notification of the foregoing (d) is optional, but encouraged by CHR.
- 15. Choice of Law:** 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 Vermont. The parties hereto shall also consent to jurisdiction of the courts of Vermont for all purposes and for any disputes arising hereunder.
- 16. Modifications:** This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.
- 17. Severability:** If any term of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term shall be valid and enforceable to the fullest extent permitted by law.

**18. Assignability:** The rights and obligations of this Agreement are not assignable by either party, except upon the written agreement of the parties hereto.

**19. Paragraph Headings:** The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any Section hereof.

**20. Notices:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent registered or certified mail, return receipt requested, property addressed and postage prepaid as follows:

a. (1) if to CHR:

**Curly Horse Rescue, Inc.  
910 US Route 2  
Marshfield, VT 05658**

b. if to Adopter:  
Insert Name and Address

**21. Entire Agreement; Modifications:** This Agreement and any Exhibits, attachments or Addenda represents the entire agreement of the parties relating to the adoption of the herein referenced animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

Executed on this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

CURLY HORSE RESCUE INC.

NAME OF ADOPTOR:

\_\_\_\_\_  
By: duly authorized agent

\_\_\_\_\_

**Secondary Contact Information: Please provide us with alternate phone numbers/e-mail addresses and any other way we can get in contact with you if we cannot get in touch with you by way of your primary contact information.**

Cell phone: \_\_\_\_\_ Pager: \_\_\_\_\_

Alt. e-mail: \_\_\_\_\_

Other: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship? \_\_\_\_\_

Relationship? \_\_\_\_\_

**Emergency Contacts: Please fill in names and address of someone we can contact if you are unavailable:**

Emergency Contact:

Emergency Contact:

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship? \_\_\_\_\_

Relationship? \_\_\_\_\_