

WHISPERING HEARTS HORSE RESCUE ADOPTION AGREEMENT

This agreement made and entered into this ____ day of _____, in the year of 2____,

BETWEEN

Referred to below as "Adopter"

AND

WHISPERING HEARTS HORSE RESCUE.

WHEREAS, Whispering Hearts Horse Rescue owns a horse described as follows:

Name of horse _____ Gender _____

Color _____

Markings _____

Age (Estimate) _____ Breed _____

WHEREAS, Adopter wishes to adopt the above described horse upon the conditions set forth below.

It is agreed upon by the parties as follows:

- 1) That Whispering Hearts Horse Rescue agrees to sell and Adopter agrees to buy the horse for the sum of \$_____.

- 2) If the Adopter decides to return the horse to Whispering Hearts Horse Rescue within 30 days of the date of this contract, the adoption fee, minus \$100 will be refunded. Any and all expenses related to the return of the horse to Whispering Hearts Horse Rescue shall be

the responsibility of the Adopter. If the horse is returned more than 30 days after the date of this contract the maximum refund will be the lesser of \$100 or 50% of the adoption fee. If Whispering Hearts Horse Rescue should find it necessary to repossess the horse pursuant to an inspection, the adoption fee will not be refunded.

- 3) Adopter agrees and understands that ***under no circumstances is an adopted horse/s to be sold at a Livestock Auction or to Slaughter***. If adopter can no longer care for such adopted horse/s and wishes to transfer ownership, adopter agrees to place such adopted horse in a humane environment and to approved home, or returned to Whispering Hearts Horse Rescue. The Adopter agrees to notify Whispering Hearts Horse Rescue if you intend to sell or transfer the horse/s.
- 4) The Adopter agrees to contact Whispering Hearts Horse Rescue for the following reasons:
 - i. Prior to the horse being moved to another residence.
 - ii. If Adopted Horse Dies.
 - iii. If Adopted Horse becomes seriously injured or ill.
- 5) Adopter agrees to provide the horse with proper care and ongoing maintenance, including proper food, fresh water, year-round shelter, veterinary, dental and hoof care, as long as the horse is in the Adopter's possession.
- 6) The Adopter agrees to supply Whispering Hearts Horse Rescue with the name, address and phone number of the adopted horse's veterinarian. The Adopter agrees in advance that Whispering Hearts Horse Rescue has the right to obtain copies of all veterinary records directly from any veterinarian treating the horse and that execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to Whispering Hearts Horse Rescue of all veterinary records as they occur.
- 7) Should a life-threatening situation arise, the horse may only be humanely euthanized by a licensed veterinarian.

- 8) By signing this form the Adopter also agrees to comply with the following requirements:
- i. **MINIMUM REQUIRED CARE:** proper feeding to maintain a fleshy appearance, that being ribs that may be felt but with fat filling the spaces between them and noticeable fat along the withers and next to and behind the shoulders, free access to clean water at all times, minimum three-sided shelter and spacious turnout with dry footing during the rainy season and with adequate and safe fencing; regular exercise program, deworming every 3 months, farrier care every 6 to 8 weeks.
 - ii. **MINIMUM REQUIRED VETERINARY CARE:** veterinary recommended annual inoculations, annual dental floating, recommended and prudent veterinary care for illness and/or injury according to the horse's needs.
- 9) If requested by Whispering Hearts Horse Rescue, Adopter agrees to forward a qualified veterinarian's full evaluation of the horse's condition to Whispering Hearts Horse Rescue yearly for 2 years from date of agreement.
- 10) Adopter agrees to permit representatives of Whispering Hearts Horse Rescue to visit the horse at the stabling property at any time. If Whispering Hearts Horse Rescue, in its sole discretion, determines the horse is not receiving adequate care or is being treated inhumanely, or deems the situation is undesirable for the well-being of the horse, Whispering Hearts Horse Rescue has the right to confiscate the animal and it will become the property of Whispering Hearts Horse Rescue.
- 11) Adopter releases Whispering Hearts Horse Rescue, its employees, volunteers, agents and horse owners, from any and all liability of any nature and kind whatsoever for any and all damages, loss or injury to both person or property, whether such is caused directly or indirectly by a horse(s) in the care and control of Whispering Hearts Horse Rescue, or a placement recipient, or any other person or persons who may have temporary custody or control of such horse(s). This release shall be fully effective, even in the event of negligence or gross negligence of Whispering Hearts Horse Rescue, its agents, employees or volunteers being the causative factor, directly or indirectly, or such loss or

damage. In addition, horses placed by Whispering Hearts Horse Rescue include no guarantee to general condition, temperament or soundness.

- 12) If Adopter fails to comply with any of the conditions or regulations in agreement, Whispering Hearts Horse Rescue reserves the right to regain possession of the named horse with the Adopter forfeiting any money paid in connection with the acquisition of the horse.

This agreement shall be governed by the laws of the Province of Ontario and the parties hereto agree and personally submit to the jurisdiction of the courts of the Province of Ontario should any dispute arise hereunder. The parties understand and agree that in event action is required on the part of Whispering Hearts Horse Rescue to recover any horse that is the subject of the agreement or take any action to enforce this agreement the Adopter shall be responsible for reasonable costs incurred by Whispering Hearts Horse Rescue including but not limited to legal fees, costs of suit, veterinary services, rehabilitation, transportation, office and administrative costs, and such other costs as may be reasonably required.

**I HAVE READ AND INITIALLED ALL PAGES AND ACCEPT THE TERMS,
CONDITIONS AND ABOVE-STATED REGULATIONS THAT PERTAIN TO MY
ADOPTION OF THE FOLLOWING HORSE:**

Name of horse _____ Gender _____

Age (Estimate) _____ Breed _____

ADOPTER'S SIGNATURE

DATE: _____

ADOPTER'S ADDRESS:

HOME PHONE: WORK PHONE

STABLE ADDRESS WHERE HORSE WILL BE HOUSED

BRENDA MCARTHUR, OWNER/OPERATOR

WHISPERING HEARTS HORSE RESCUE

DATE: _____

WITNESS