



## Adoption Contract

This Adoption Contract ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Woerth It Hollow, Inc. ("Woerth It Hollow"), and \_\_\_\_\_ ("Adopter"). Woerth It Hollow agrees to transfer ownership of the Horse known as \_\_\_\_\_ ("Said Horse") to the Adopter subject to ALL conditions set forth in this Contract, including but not limited to Woerth It Hollow's reservation of its right to recover Said Horse. The Adopter will, in accordance with the terms and conditions set forth in this Contract, adopt and care for the Said Horse.

### 1. Description of Said Horse:

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

Gender: \_\_\_\_\_

Approximate age: \_\_\_\_\_

Breed if known: \_\_\_\_\_

Identifying brands, scars, tattoos, or disabilities: \_\_\_\_\_

2.

### 2. Representations:

a. **Woerth It Hollow** certifies that:

- i. Said Horse is free of any liens, debt, or encumbrances
- ii. Woerth It Hollow is the lawful owner of Said Horse with the rights to transfer ownership of Said Horse.

b. **Adopter** acknowledges that:

- i. Adopter is aware of the health and safety risks of owning, riding, and caring for Said Horse;

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WIH:

- ii. Woerth It Hollow is not responsible for any accidents or injuries to Said Horse, Adopter, or any third-parties in contact with Said Horse after the effective date of this Contract, as dated above; and
- iii. The information provided in the Adopter's Adoption Application is truthful and accurate.

**3. Adoption Fee:**

Woerth It Hollow and Adopter agree to the adoption of Said Horse for the amount of \$ \_\_\_\_\_ made payable to Woerth It Hollow.

**4. Security Deposit:**

The Adopter will pay a non-refundable security deposit equal to 30% of the adoption fee in the amount of \$ \_\_\_\_\_ ("Security Deposit").

Regardless of the payment term selected (see section titled "Payment Options" below), the Security Deposit is due upon the signing of this Contract.

Woerth It Hollow will credit the Security Deposit to the final adoption fee.

**5. Payment Options: (Check One)**

- Monthly Payments: Adopter agrees to pay Woerth It Hollow \$ \_\_\_\_\_, by the \_\_\_\_\_ day of each month for \_\_\_\_\_ months, or until the total adoption fee is paid in full.

By selecting this option, Woerth It Hollow may immediately retake ownership of Said Horse in the event that the Adopter misses one (1) monthly payment. In addition, Adopter shall forfeit the entire portion of the adoption fee that has been paid to Woerth It Hollow.

- Pay in Full: Adopter will pay Woerth It Hollow the full adoption fee of \$ \_\_\_\_\_ at the time of signing this Contract.

**6. Grace Period:**

- a. Woerth It Hollow agrees to recover ownership of Said Horse within 60-days of this Contract, if requested by Adopter, without requiring any explanation from Adopter. In the event that Adopter requests Woerth It Hollow to recover Said Horse within the 60-day grace period, Woerth It Hollow will refund Adopter either the adoption fee minus the Security Deposit or the total monthly payments made to date minus the Security Deposit.

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- b. Adopter is responsible for all expenses (including veterinary and hoof care) required during the grace period. Additionally, the Adopter will pay the cost of return transportation of Said Horse.
- c. After the grace period has ended, Adopter may return Said Horse to Woerth It Hollow; however, Adopter shall forfeit the entire portion of the adoption fee that has been paid to Woerth It Hollow.

**7. Pre-Adoption Horse Health Check:**

- a. Adopter acknowledges and admits that the Adopter was given the opportunity to inspect Said Horse and that Adopter had the option to have a third-party health expert examine Said Horse at the Adopter's sole expense prior to signing this Contract. Should the Adopter choose not to have a third-party health expert evaluate Said Horse, the Adopter agrees that such action is a forfeiture of Adopter's right to acquire any pre-adoption health check.
- b. Regardless of whether the Adopter chooses to have a third-party health expert evaluate Said Horse, Adopter understands that Said Horse may have conditions that are not obvious, and Woerth It Hollow cannot know all the details of Said Horse's history. Adopter hereby acknowledges that Said Horse is being transferred "AS IS." Adopter acknowledges that neither Woerth It Hollow nor any employee, agent or representative of Woerth It Hollow has made any express or implied representations or warranties with respect to the physical condition of the Said Horse, its fitness or quality, or any other matter or thing whatsoever with respect to Said Horse, and that Adopter is not relying upon any such representation or warranty in entering into this Contract.

**8. Standard of Care:**

Adopter agrees to adopt Said Horse for the purpose of providing a safe, healthy environment and shall abide by the best practices recommended by the state for equine care, and all anti-cruelty laws of the state in which the animal will reside.

**a. Required Care:**

- i. Said Horse must be trimmed or shod by a qualified farrier every 8 weeks and its hoofs cleaned regularly.
- ii. Said Horse must receive an adequate amount of fresh water and feed daily and plenty of grass or hay.
- iii. Said Horse must have adequate shelter that protects it from the wind, rain, and snow.

**b. Required Veterinarian Care:**

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- i. The Adopter understands that Said Horse will have a current negative Coggins Test. All known veterinary records will be provided to Adopter, who understands that Said Horse shall need continuing vaccinations, worming, dental, and farrier care.
  - ii. A veterinarian shall be called for any illness or serious injury to Said Horse.
  - iii. Said Horse will receive all inoculations recommended by your veterinarian including but not limited to Eastern/Western Encephalitis, Tetanus, Rabies, Influenza, and Rhino.
- c. Wellness Updates:**
- i. Upon Woerth It Hollow's request, Adopter shall provide Woerth It Hollow with all necessary veterinary and farrier care records provided to Said Horse while in Adopter's care and possession. Timely compliance with this provision is required throughout the life of Said Horse while in the Adopter's care.
  - ii. Upon 24-hours' notice to Adopter, Woerth It Hollow's representative shall be allowed to enter Adopter's premises, or a third-party stable, where Said Horse is located to inspect Said Horse and the premises to verify compliance with required level of care as stated within this Contract.
  - iii. Adopter must notify Woerth It Hollow within a reasonable time upon moving Said Horse to a location different than that listed in the Adopter's Adoption Application.
  - iv. If Adopter refuses to allow Woerth It Hollow's representative to enter Adopter's premises, or a third-party stable, Woerth It Hollow reserves the right to contact a humane society police officer to report suspected neglect and abuse.
  - v. Adopter acknowledges that failure to inform Woerth It Hollow of Said Horse's location or failure to comply with Woerth It Hollow's inspection right may result in Said Horse being reclaimed by Woerth It Hollow in accordance with Section 9 of this Contract.

**9. Recovery:**

Woerth It Hollow reserves the right to immediately recover Said Horse if Woerth It Hollow has determined that Said Horse has become neglected or abused, Said Horse's life is in danger, Adopter refuses Woerth It Hollow's inspection right, care is so deficient that delay could result in the harm of Said Horse, or Said Horse is at risk for being sold for slaughter.

**10. Right of First Refusal:**

If Adopter decides to sell or otherwise transfer ownership of Said Horse, Adopter understands and agrees that Woerth It Hollow has an unconditional right of first refusal to purchase or other-

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wise receive Said Horse at terms that are comparable to a good faith offer from a third party. After Adopter notifies Woerth It Hollow of a third-party's offer to purchase Said Horse, Woerth It Hollow has 30 days to notify Adopter of Woerth It Hollow's intent to exercise its right of first refusal. If Woerth It Hollow does not notify Adopter within 30 days, Woerth It Hollow forfeits its right of first refusal.

**11. Prohibited Uses:**

THE ADOPTER AGREES TO NEVER ALLOW SAID HORSE TO BE SOLD AT ANY AUCTION THAT WOULD PUT SAID HORSE AT RISK FOR SLAUGHTER, INCLUDING SELLING TO A HORSE DEALER/SELLER.

**12. Euthanasia:**

Adopter shall only euthanize Said Horse for sound medical reasons. If Adopter must utilize humane euthanasia of Said Horse, Adopter shall notify Woerth It Hollow within 24- hours after euthanasia and provide proof of humane euthanasia from Adopter's veterinarian. Adopter is aware that the average costs for a veterinarian to euthanize an equine is approximately \$600.00 total, \$400.00 for euthanasia and \$200.00 for removal of Said Horse.

**13. Waiver:**

Except as expressly set forth in Sections 7 and 10, the failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**14. Release of Liability and Indemnification:**

Adopter, hereby indemnifies and holds Woerth It Hollow and its officers, directors, and volunteers harmless from and against any and all claims, actions, damages, liabilities, and expenses in connection with the loss of life, personal injury, and/or damage to property arising out of the use or care of Said Horse. Adopter will not hold Woerth It Hollow liable for any claims relating to Said Horse after the date of adoption, including but not limited to, claims relating to Said Horse's health and temperament.

**15. Attorney's Fees and Costs:**

Woerth It Hollow is entitled to recover, and the Adopter shall pay, all costs, expenses, and legal fees incurred by Woerth It Hollow in enforcing this Contract, including any legal fees associated with recovery of Said Horse.

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**16. Governing Law:**

This Contract shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Pennsylvania. Shall a dispute arise regarding this Contract, the applicable venue will be Lancaster County, PA.

**17. Entire Agreement:**

This Contract, and the Adopter's attached Adoption Application, constitutes the entire Contract and supersedes any prior understanding or representation of any kind preceding the date of this Contract. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Contract.

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WIH:



I, Adopter, certify that I have read, understand, and agree to abide by the terms and conditions of this Contract.

Printed name of Adopter: \_\_\_\_\_

Signature of Adopter: \_\_\_\_\_

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

City, State, Zip. \_\_\_\_\_

I, as a representative of Woerth It Hollow, certify that I have read, understand, and agree to abide the terms and conditions of this Contract.

Woerth It Hollow, Inc., Representative – Printed Name: \_\_\_\_\_

Woerth It Hollow, Inc., Representative – Signature: \_\_\_\_\_

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

City, State, Zip. \_\_\_\_\_