



Second Chances Equine Rescue Inc.

Equine Adoption Contract

EQUINE BEING ADOPTED

| | | |
|---------------------------|------------|---|
| Name: | Microchip: | Brand (if applicable): SC inside horseshoe |
| Type: | | |
| Color: | | |
| Planned date for Pick up: | | |
| Adoption Fee: \$800.00 | | |

Congratulations, and thank you for adopting! As you get to know your new equine, please feel free to reach out to us with any questions you may have. We are committed to helping create a rewarding life-long experience! Second Chances Equine Rescue, Inc (SCER-GA) is here to provide you with any support you may need to help this adoption be a success, and we hope that this is just the beginning of your relationship with SCER-GA. By signing below, you agree to the following:

1. You are adopting the animal described above (the “equine”), and SCER-GA agrees to transfer possession of the Equine to the Adopter, subject to the continuing conditions set forth in this Contract. This is not an agreement of sale, but it is an agreement of possession. This agreement does not transfer title to or ownership interest in the Equine. At all time SCER-GA retains ownership rights in and title to the Equine. Adopter shall not abandon, sell, give away, lend, lease, sell for slaughter, remove from Adopter’s personal supervision or control or move the Equine from the approved Shelter Facility except for emergencies, shows, trails rides, or other temporary situations unless SCER-GA declines the first right of refusal to the Equine in writing.

Initials _____
Adopter

7663 Georgia Highway 196 West
Hinesville Georgia 31313
912-385-8512
www.scer-ga.org
support@scer-ga.org

Date _____
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2. You agree to take the equine into your possession in a timely manner agreed on by you and SCER-GA.
3. You agree to provide the equine with a good home and proper treatment and care, including appropriate shelter, food, water, and medical attention and shall comply with all federal, state, and local laws and regulations related to the care of the equine. You further agree to provide the equine with safe and adequate shelter, turnout area, adequate and safe fencing, and appropriate and regular exercise.
4. As owner of the equine, you are responsible for all his or her expenses, including but not limited to medical, farrier, and dental expenses.
5. You understand that SCER-GA receives animals from many sources; including stray animals, animals recovered from cruelty cases, and relinquishments from prior homes. While we at SCER-GA try our best to get to know the animals under our care and predict the way they will adjust to a new home under various circumstances, it is impossible to predict any animals' behavior with certainty.
6. Under no circumstances shall you abandon, breed, sell, or transfer the equine for purposes of slaughter or breeding. Additionally, you shall not allow the equine to be used for purposes of vivisection or experimentation.
7. SCER-GA understands that not all adoptions will be successful through no fault of the person or equine. If you find that you may not be able to keep your equine, please contact SCER-GA. We will do our best to provide you with the support you need to keep you together. We always welcome back any equines that are adopted from us.
8. You understand that SCER-GA will contact you from time to time to provide support, if needed, and to check on the progress of the equine. We encourage you to contact SCER-GA with any questions you may have or just to let us know how your equine is doing. We love to hear from our adopters!
9. If the equine is returned to SCER-GA for any reason within thirty (30) days following this adoption, SCER-GA will apply the amount of the adoption fee for the equine you are returning toward the adoption fee for any new equine that you may adopt within one year of returning this equine, provided that any such future adoptions are subject to approval by SCER-GA.
10. SCER-GA does not guarantee the health of any animal and is not responsible for the medical needs of any animal.
11. SCER-GA, its past, present, and future officers, directors, agents and employees shall not be held responsible for any defects and/or illness which the equine may have or may develop or for any damage or injury to any person or property that may be caused by the equine. You agree to release

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and indemnify and hold harmless SCER-GA, its past, present, and future officers, directors, agents, and employees from and against any and all liability, claims, suits, actions, judgments, costs, fees, including reasonable attorneys' fees and damages for any damage or injury to any person or property that may be caused by the animal and/or arising out of and/or in connection with the equine.

12. You agree that SCER-GA may use or authorize the use of any photographs or video of the equine in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

This agreement constitutes an offer of adoption by SCER-GA. Your signature on this agreement shall constitute your acceptance of the offer, and this agreement shall be binding on you and SCER-GA upon your signing this agreement. You represent that you are at least twenty-one years old.

On-Site Inspections

You agree that a representative of SCER-GA may from time to time make inspections of the equine without notice to determine if all conditions of this Agreement are being complied with completely. During such inspections, an SCER-GA representative has the right to physically inspect, among other things, the equine's location and the living conditions that you provide for the equine, and you shall surrender the equine to SCER-GA's representative for return to SCER-GA if, in the sole discretion of the SCER-GA representative, he or she considers the conditions you provide for the equine to be unsatisfactory. You agree to keep SCER-GA informed of any address change.

Records Request

You are required to provide SCER-GA with veterinary medical records reflecting veterinary care that was provided to the equine within thirty (30) days of the equine being transported to your care. In addition, you must provide SCER-GA with veterinary records on at least an annual basis [for the next five years].

Right of First Refusal

If you decide that you are no longer able to keep the Equine, you understand and agree that SCER-GA has an unconditional right of first refusal, and you and SCER-GA agree to negotiate the transfer of the equine in a reasonable manner. You agree to execute any necessary documents to effectuate such transfer.

Provision for Rare Cases When Male Equines Cannot Be Gelded Due to Health or Age

~~_____ [Initial if applicable] APPLIES TO ADOPTERS ADOPTING STALLIONS ONLY: On exceedingly rare occasions, a stallion may not have been gelded prior to adoption due to age or medical concerns. You agree to have the equine gelded by _____ [date], provided that there is no veterinary medical reason not to geld the equine. If there is a veterinary medical reason not to geld the~~

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~~equine, you shall provide SCER-GA with a written statement from a licensed veterinarian providing the reason that gelding could not be performed. You understand and agree that, as with all medical expenses, the cost of the surgery shall be your financial responsibility. In the event that you do not geld this equine by the date specified and you have not provided a statement from a licensed veterinarian, you shall immediately return the equine to SCER-GA upon request, and gelding shall be performed by SCER-GA directly or through a licensed veterinarian of SCER-GA's choice. You agree that you shall bear the cost of such surgery.~~

This contract must be signed, notarized, and delivered the day that an adopted equine is picked up; or received in the mail prior if equine is being delivered or transported professionally. Anyone signing this contract agrees they have reviewed all information on the Adoption process as found at www.scer-ga.org and agree to all standards set forth therein.

_____, _____
Adopter Date

NOTARY SIGNATURE AND SEAL

STATE OF _____

COUNTY OF _____

SUBSCRIBED TO AND SWORN BEFORE ME, this _____ day of _____, _____.

SIGNATURE OF NOTARY (SEAL)

My Commission expires: _____

_____, _____
for Second Chances Equine Rescue Inc. Date

Initials _____
Adopter



Date _____
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