



Community Equine Outreach of Eastern Washington

EQUINE ADOPTION CONTRACT

Description of Equine

Name _____

Breed _____

Color _____

Age _____ Sex _____

Adopter Information

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email _____

THIS AGREEMENT is made on this _____ day of _____, 20____

By and between _____, hereinafter referred to as the "adopter" and Community Equine Outreach of Eastern Washington hereinafter referred to as "CEOEW". Adopter agrees to pay the adoption fee of \$_____. Adoption fees will be evaluated case by case and used to further the mission of CEOEW and rehabilitate the horses in custody.

1. Adopter understands and agrees that the equine identified in this contract may not be sold, given away, lent, leased, sold for slaughter, removed from Adopter's personal supervision and control or removed from the address described herein, except for emergencies, shows, trail rides and other temporary situations without written approval of CEOEW. Should the equine not be at the location as stated herein upon inspection by the CEOEW representative, Adopter will immediately relinquish any rights or interest Adopter may have in the equine.

2. Adopter agrees to meet CEOEW standards of care for said equine, maintaining good nutritional health, vet care, vaccinations, worming, dental care and hoof care. The adopted equine will receive veterinary care for illness and injury. Fencing will be kept intact and safe. CEOEW does not allow barbed wire fence. Fresh water in clean containers will be available at all times, ponds and streams do not qualify as an acceptable water source.
3. Should the Adopter decide that the equine is no longer wanted for any reason, Adopter understands that CEOEW needs to be contacted immediately. Adopter may personally return the equine to the organization or Adopter may arrange for their return to CEOEW by an authorized representative of CEOEW. If a reasonable change of ownership is necessary, Adopter must contact CEOEW in writing with an explanation as to why they wish to transfer ownership. Adopter can advertise the horse but agrees it will also be available on the CEOEW website and social media pages. Adopter must disclose that the CEOEW adoption contract and all it's terms must be agreed and signed by the New Owner. The New Owner must meet all CEOEW's criteria for adoptive homes and sign both the application and contract before delivery of the equine.
4. Adopter agrees that at a minimum, an authorized representative of CEOEW will schedule a yearly evaluation to determine if all conditions of this adoption contract are being complied with completely. It is in the best interest of the horse that CEOEW follows the adoption and placement of the horse and receives frequent updates and pictures. Adopter agrees to comply in a timely manner to any requests CEOEW has for information, photos, or veterinary records regarding the equine. Adopter understands that should a violation of any of these terms found in this agreement be found, and in the judgment of at least two members of the Board of Directors of CEOEW, such conditions represent a danger to the health and welfare of the equine, immediate steps will be taken to address the issue resulting in a probationary period or possibly seizure of the horse. CEOEW reserves the right to conduct unannounced drive-by check-ups if at any time we suspect the horse is lacking care.
5. Adopter further agrees that, Adopter will accept all responsibility for any action or lien resulting from any action, directly or indirectly involving said equine while it is in Adopter's possession and under Adopter's care and control. Therefore, Adopter agrees and understands that neither CEOEW nor its employees or agents will be liable for any damages or injury caused to Adopter or any third person by the equine once Adopter receives delivery of the equine, including but not limited to damages or injuries caused by the fact that the equine does not behave or perform in the manner Adopter expected. Further, if any third person makes a claim against CEOEW or any of its employees or agents as a result of any conduct of the equine after Adopter has taken possession of the equine, Adopter agrees to indemnify and hold CEOEW, its employees and agent harmless from any such claims, including costs and attorney's fee resulting from such claim.

7. **Adopter agrees never to breed the adopted equine for the duration of the equines life. Intentional breeding of an adopted equine results in immediate forfeit of said equine to CEOEW. If the equine is accidentally bred, the resulting offspring of the equine automatically becomes the property of CEOEW and must be returned to CEOEW once it is old enough to be weaned.**
8. **Adopter agrees that the adopted equine includes no guarantees regarding soundness, temperment, rideability or general condition. Any observations or statements made by CEOEW are merely opinions. Equine behavior can change at any time due to changes in circumstance, health, environment and diet. The history of the equines in the care of CEOEW is unknown and should be treated as such.**
9. **Adopter agrees If legal action (using Washington law) is needed to recover the Horse or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/ or arbitration, and/or agrees to personal jurisdiction in a Washington District or Superior Court venue of CEOEW's choice; and further agrees to pay all court costs and reasonable attorney fees.**
10. **Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein and signed by Adopter.**

_____ **DATE:** _____

ADOPTER'S SIGNATURE

_____ **DATE:** _____

CEOEW REPRESENTATIVE SIGNATURE

_____ **DATE:** _____

WITNESS SIGNATURE