



## ADOPTION AGREEMENT

PO Box 934, Teulon, MB R0C 3B0 • (204) 801-6833

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

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ between The Barefoot Ranch Inc., a nonprofit organization (hereinafter referred to as "TBFR") and \_\_\_\_\_ (hereinafter referred to as "Adopter.") This contract is in relation to the horse known as \_\_\_\_\_ (hereinafter referred to as "Said Horse".)

### Adopter

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

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

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

Email: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

### Animal Information

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

Species and Breed: \_\_\_\_\_

Age: \_\_\_\_\_

Sex: \_\_\_\_\_

Identification: \_\_\_\_\_

### Adoption Fee

Adoption Fee Paid: \_\_\_\_\_

- Broke – \$1,575
- Halter broke – \$1,050
- Miniature broke – \$525
- Miniature Halter broke – \$275
- Senior/companion – \$550

## **Responsibilities of The Barefoot Ranch**

TBFR agrees to transfer ownership of Said Horse to the Adopter subject to the conditions set forth in this agreement.

TBFR agrees that all known veterinary records will be provided to Adopter, who understands that Said Horse may need updated vaccinations, worming, dental, and farrier care.

## **Responsibilities of the Adopter**

The Adopter understands that an adoption fee shall be made payable to The Barefoot Ranch Horse Rescue for Said Horse. **The adoption fees are nonrefundable and must be paid in full on or before the day of delivery/pickup of Said Horse. Initials [ ]**

The Adopter agrees, in accordance with the terms and conditions set forth in this Agreement. **Initials [ ]**

The Adopter agrees to pay for the cost of any pre, or post purchase professional evaluations or veterinary exams contracted for by the Adopter. **Initials [ ]**

The Adopter agrees to pay the cost of transporting Said Horse to its new facility. **Initials [ ]**

The Adopter understands that Said Horse may need updated vaccinations, worming, dental, and farrier care. **Initials [ ]**

The Adopter understands that many of the conditions of Said Horse are not obvious, and TBFR cannot know all the details of Said Horse's history. The responsibility for determining if Said Horse is fit for use by Adopter belongs solely to Adopter. Adopter acknowledges that Adopter has been advised by TBFR to engage the services of a licensed veterinarian and an experienced horse person prior to adoption to evaluate Said Horse. Adopter agrees to accept Said Horse as is and where is. **Initials [ ]**

Adopter allows TBFR to publish pictures and progress reports on Said Horse in written and/or electronic form. **Initials [ ]**

The Adopter will, at his or her expense, care for Said Horse in a responsible and humane manner. TBFR guidelines for care of Said Horse include, but are not limited to adequate shelter, feed, turnout, worming, farrier, veterinary, dental care, and exercise. **Initials [ ]**

The Adopter promises to NEVER allow Said Horse to be sold at any auction or put at risk for slaughter, including selling to a horse dealer/reseller.

**Initials [ ]**

The Adopter agrees NOT to allow Said Horse to race. **Initials [ ]**

The Adopter agrees that the adopted equine shall not be subjected to any cosmetic procedures (including but not limited to tail docking, tattooing, or branding for aesthetic purposes), used in any form of experimentation or research, or utilized as a food source. **Initials [ ]**

The Adopter agrees that under no circumstances shall the adopted equine be used for breeding purposes. This includes, but is not limited to, natural breeding, artificial insemination, embryo transfer, or any other reproductive procedure. The Adopter further agrees not to allow any third party to engage in such activities with the adopted equine. **Initials [ ]**

The Adopter agrees to take all necessary precautions to prevent the adopted equine from running loose or escaping confinement. The equine must be securely always housed in a safe and appropriate enclosure, and proper supervision must be maintained to ensure the animal's safety and the safety of others. **Initials [ ]**

In the event Adopter decides to sell, assign, or transfer ownership of Said Horse, Adopter will notify TBFR in writing of this intent. TBFR will have first right of refusal prior to sale. The horse may not be sold without the permission of TBFR. Upon sale, assignment, or transfer, Adopter will provide TBFR in writing with the name, address, and phone number of new owner within 14 days of sale, assignment, or transfer of Said Horse. **Initials [ ]**

Adopter agrees to hereby indemnify and hold TBFR and its officers, directors, and volunteers harmless from and against all claims, actions, damages, liability, and expense in connection with the loss of life, personal

injury, and/or damage to property arising out of use or care of Said Horse.  
Initials [  ]

## **Breach, Repossession and Legal Remedies**

If the Adopter fails to comply with any term of this Agreement, or if the adopted equine is found to be abused, neglected, or otherwise mistreated, The Barefoot Ranch (TBFR) reserves the right to demand the immediate surrender of the equine. Upon such demand, the Adopter agrees to return the equine to TBFR without delay and at the Adopter's sole expense.

If the Adopter refuses or fails to surrender the equine upon demand, the Adopter agrees to pay TBFR liquidated damages in the amount of \$2,500, representing a fair and reasonable estimate of the costs and expenses incurred by TBFR in connection with the breach. This remedy is in addition to, and not in limitation of, any other legal or equitable remedies available to TBFR, including the right to pursue legal action to recover the equine.

TBFR reserves the right to conduct home visits to ensure the ongoing welfare of the adopted equine. Any violation of this Agreement shall be considered a material breach and may result in immediate repossession of the equine and legal action.

## **Entire Agreement and Modifications**

This Agreement constitutes the entire understanding between the Adopter and TBFR with respect to the subject matter herein and supersedes all prior agreements, representations, or understandings, whether written or oral. No modification or amendment to this Agreement shall be valid unless made in writing and signed by both parties. This Agreement shall be binding upon the Adopter and their heirs, assigns, successors, personal representatives, and executors.

Signed: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adopter Print Name

Signed: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
TBFR Representative Print Name