

**Hidden Hollow Pony Rescue, a non-profit association of the Hogohegee Indian
Center a 501c3 Public Charity
Adoption Agreement**

This Adoption Agreement (hereinafter "Agreement") is entered into this _____ day of _____, 20__, by and between Hidden Hollow Pony Rescue, Inc. (HHPR) an Alabama Charitable Non-Profit Association located at 1075 County Road 67, Moulton, AL 35650 (hereinafter "HHPR") and _____ of _____ address, (hereinafter "Adopter")

1. **Adopted Animal.** The Adopter hereby agrees, under and by the terms and conditions as outlined in this Agreement, to adopt and provide care for that horse/pony/pack animal known by the name of _____ (hereinafter referred to as "Adopted Animal"), age _____, sex _____, color _____, markings ___ **photos included on page 7** __, scars _____, tattoo(s) _____, approximate taped height _____, Taped weight _____, of which "Adopted Animal" is currently owned by HHPR.

See Exhibit 1 attached hereto for a visual illustration of the Adopted Animal and its markings and or tattoos.

2. **Transfer of Possession of Adopted Animal**

A. **Continuing Conditions.** HHPR hereby agrees to transfer possession of the Adopted Animal to the Adopter, subject to the continuing conditions outlined in this Agreement.

B. **Adoption Donation.** The Adopter understands that a non-refundable adoption donation in the amount of _____ .00, written _____

_____ shall be made out to HHPR. This adoption donation must be paid in full before the Adopted Animal is removed from HHPR premises unless a financial agreement otherwise has been agreed to by HHPR and attached to this Agreement. This adoption donation may be tax deductible by the Adopter.

C. **Disclosure and Release Agreement.** The Adopter must execute the Disclosure and Release Agreement, attached hereto as Exhibit 2, before HHPR allows the Adopter to remove the Adopted Animal from HHPR premises.

This agreement is not an agreement of sale but an agreement of possession. Accordingly, this agreement does not transfer any title to or ownership interest in the adopted animal. Therefore, at all times, HHPR retains ownership rights in and title to the Adopted Animal

NOTE: HHPR may after a time give full ownership of adopted animal to adopter. However this is not the usual case.

3. General Adopted Animal Care Requirements. The Adopter will, at his or her own expense, care for and maintain the Adopted Animal in strict accordance with existing HHPR Adopted Animal Care Guidelines, as such Guidelines may exist from time to time. The current guidelines are attached hereto as Exhibit 3. Upon written request by the Adopter to HHPR, HHPR will provide the Adopter a current and updated copy of the Guidelines. Such required care and maintenance shall include, but shall not be limited to, the following: Providing the Adopted Animal with adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items of supplements outlined in Section 4 below; safe and adequate shelter, which shall include at least a stall, run-in shed, and turn-out area; proper, adequate and regular exercise; appropriate hoof care no less often than 6 to 10 weeks, 6 is best; any required Tetanus, Encephalitis, Rhino, Flu and any other diseases for which vaccines may be generally recommended in the State of Alabama from time to time; and treatment as preventative care against parasites such as de-worming no less often than every six to 10 weeks.

HHPR may, at their sole discretion, require receipt of proof of any and all of the above-required actions. Should the Adopter fail to provide to HHPR such proof within five (5) business days after HHPR makes such request, Then the Adopter shall be considered in material breach of this Agreement, thereby rendering HHPR's obligation to allow continued possession of the Adopted Animal null and void, and rendering this Agreement terminated per Section 8 hereto.

4. Care Requirements Specific to the Adopted Animal. The Adopter understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. HHPR hereby provides the Adopter with the health records of the Adopted Animal that were known to HHPR at and/or after the time HHPR obtained possession of the Adopted Animal, and the specially required medications and nutritional needs of the Adopted Animal. HHPR and the Adopter agree that HHPR makes the following disclosures as a courtesy to the Adopter and these disclosures are merely opinions. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health or mental disposition of the Adopted Animal.

A. Health History and Health Problems of Adopted Animal: ***insert history here***

B. Required Medications and Supplements for Adopted Animals: ***insert here***

C. Limitations as to Riding Adopted Animal.

The Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal. The Adopter agrees to ride or NOT ride the Adopted Animal only in accordance with those limitations in order to ensure that there will be no additional injuries to the Adopted Animal or injuries to the Adopter.

D. Specific Riding Limitations of Adopted Animal: *insert here*

5. **Location and inspection of Adopted Animal.**

- A. Location of Adopted Animal. The Adopter agrees to notify HHPR upon executing this Agreement of the exact location of the facilities where the Adopted Animal will be kept.
- B. HHPR Inspection of Adopted Animal. The Adopter agrees that representatives of HHPR may make unannounced visits to the facility where the Adopted Animal is being kept at any reasonable time to confirm that the Adopter is providing the care and maintenance according to and per the terms of this agreement.
- C. Changes in location of Adopted Agreement. If the Adopter should desire to move the Adopted Animal from the initial facilities of the Adopted Animal to a different facility after the Adopter assumes possession of the Adopted Animal, the Adopter agrees to notify HHPR at least 10 business days prior to the proposed move of the proposed new location of the facilities must be expressly approved by HHPR prior to the Adopted Animal being moved to the location of such new facilities. **The Adopted Animal shall not be removed from the State of Alabama except by written Agreement of the parties, which agreement and shall be attached as an addendum hereto, become part of this agreement and shall set forth specific provisions for HHPR initial and ongoing inspection and monitoring of such location outside of the State of Alabama**
- D. Death of Adopted Animal. The Adopter agrees to notify HHPR immediately upon the death of the Adopted Animal and to provide HHPR with a veterinary certification as to the cause of the Adopted Animal's death within 5 business days after such death.

6. **Termination of Agreement by Adopter.** If, for any reason, the Adopter is unable or unwilling to care for the Adopted Animal as outlined in this agreement, the Adopter will immediately notify HHPR and return the animal to HHPR. Under no circumstances shall the Adopter attempt to or purport to sell, trade, abandon, transfer, or otherwise give the Adopted Animal away under the title of HHPR. **UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE SOLD FOR SLAUGHTER!** As an alternative to HHPR retaining possession of the Adopted Animal, the Adopter may propose a suitable third party to assume the Adopter's obligations under this agreement, which proposal of obligation assumption will not be unreasonably denied by HHPR but shall be contingent upon: (1) HHPR approval of such third party after consultation with such third party, which approval shall be based upon those factors that HHPR uses at that time to determine the suitability of Adopters; and (2) execution by such third party of an Adoption Agreement.

7. **Adopted Animal Medical Problems Arising After Transfer of Possession to Adopter.** The Adopter agrees to notify a veterinarian and HHPR immediately upon discovering any medical problem, except those minor medical problems that are usual and incident to regular horse/pony/pack animal maintenance. **The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise humanely destroyed without first consulting a veterinarian.**

8. **Remedies upon Breach**

- A. **HHPR Repossession of Adopted Animal.** If HHPR determines that the Adopter is in breach of any term of this Agreement or becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal or the Adopted Animal, this agreement shall be considered null and void. Upon the agreement being considered null and void, HHPR may enter the premises and into the facilities where the adopted animal is being kept and may retake possession of the Adopted Animal. If this Agreement is rendered null and void by the Adopter's breach of any term of this agreement, the Adopter shall not be entitled to any reimbursement of any funds directly or indirectly related to the Adopter's possession of the Adopted Animal.
- B. **Liquidated Damages.** In the event that the Adopter breaches any term of this agreement and renders this Agreement null and void, and in addition to the repossession rights outlined in the immediately preceding paragraph, the Adopter agrees to pay to HHPR the sum of Five Hundred and 00/100 Dollars (\$500.00) as liquidated damages.
- C. **Attorney's fees and Court Costs.** Adopter agrees to pay any and all reasonable attorney's fees and any and all court costs of HHPR if any matter arising under this Agreement is forwarded to any attorney for enforcement of HHPR's rights and remedies under this Agreement.

9. **Choice of Law.** This Agreement and the rights and obligations of the parties hereto shall be subject to and construed and interpreted under the laws of the State of Alabama. The parties here shall also consent to the jurisdiction of the courts of Alabama for all purposes and for any disputes arising hereunder.

10. **Modifications.** This Agreement shall not be modified or amended except by a written signed amendment signed by all of the parties.

11. **Severability.** If any term of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

12. **Assignability.** The rights and obligations of this Agreement are not assignable by either party except upon the parties' written agreement.

13. **Paragraph Headings.** The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any Section hereof

14. **Notices.** All notices, demands, and other communications hereunder shall be in writing. They shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, properly addressed, and postage prepaid as follows:

(1) If to HHPR:

Klieta Bagwell, President
Hidden Hollow Pony Rescue
1075 County Road 67,
Moulton, AL 35650

(2) if to Adopter:

Name _____

Address _____

City _____

Zip _____

15. **Entire Agreement; Modifications.** This Agreement and any Exhibits, attachments, or Addenda represent the entire agreement of the parties relating to the adoption of the herein-referenced animal. All prior negotiations between the parties are merged into this Agreement, and there are no other understandings or agreements regarding adopting the herein-referenced animal other than those incorporated herein.

Signatures

In WITNESS of this Adoption Agreement has been executed as of the day and year first above written.

Adopters:

Witness:

Sign Name

Sign Name

Print Name

Print Name

Home Phone

Today's Date

Work Phone

Drivers License #

Today's Date

Sign Name

Print Name

Home Phone

Work Phone

Drivers License #

HHPR

ATTEST

By _____

By _____

Klieta Bagwell, President

DATE _____

Photo page: