



Saddlebred Rescue, Inc.
6 Meadow Cliff Lane
Hardwick, New Jersey 07825
Adoption Hotline 908 605 6032 Barn 908 362 7858
Email Application to info@saddlebredrescue.com or fax to 908 362 6054

ADOPTION APPLICATION (Part 1)

Please return, by USPS, email or fax, the completed and signed application along with the \$30.00 application processing fee. In order to be considered for adoption, SBR must receive the completed application, the processing fee and all photographs and other attachments as requested below. Your application is valid for one (1) year from the date of signature. If you adopt more than one horse on different dates under your annually approved Adoption Application each horse must have a signed Adoption Agreement (Part 2). There is no concept of a Master Adoption Agreement.

**THE HORSE'S WELFARE IS OUR TOP PRIORITY.
SBR RESERVES THE RIGHT TO REFUSE ADOPTION TO ANYONE.**

I. Application Information

Full Name (first, middle, last):

Mailing Address (no P.O. Boxes):

City, State & Zip:

Primary Phone No.:

Secondary Phone No.:

Email Address:

Current Employer:

Address:

Position:

Work Phone No.:

Driver's License No. and State:

Alternate Contact Info (a family member or close friend not in the same household):

II. Horse Ownership/Experience

Have you ever owned a horse before? If yes, when and how many?

If you previously owned a horse, did you board or directly care for your horse?

Do you own any animals other than horses? If yes, what kind and how many?

Have you ever adopted a horse from a rescue, SPCA, animal control or other animal protection organization? If yes, which one, when and where is that horse right now?

Have you or any member of your family/household been accused, issued a warning/citation or been convicted of any crime including animal cruelty, negligent care of animals or other humane violations? If yes, please explain:

Have you ever signed over a horse or other animal to a rescue, SPCA, animal control or other animal protection organization? If yes, please explain:

What do you consider your level of expertise in caring/working with horses? Describe in detail (i.e., how you learned to ride, how long you have been riding, did you take lessons from a trainer, do you still take lessons from a trainer, have you trained horses professionally or as an amateur owner-trainer?)

Do you understand that SBR prohibits the use of any of its horses for breeding?

Do you have a specific horse in mind? If not, please describe type, level and intended use of your ideal adoptee.

Do you have an age preference?

Would you adopt a horse with physical limitations (i.e., companion only, light riding, blindness)?

Describe the activities you would like to do with your horse (i.e., companion, pleasure and trail riding or driving, lessons, academy, showing).

Who will be the primary rider/driver of the horse?

Who will be responsible for care/feeding/training of the horse?

Where will the horse be stabled/boarded?

Name:

Address:

Phone No.:

Alternate Phone No.:

Name of stable owner or manager:

After Hours phone no. for stable owner/manager:

Phone No. for nearest police department:

Phone No. for nearest humane society or SPCA:

Do you plan to work with a trainer? If so, please provide the trainer's name, address and phone number.

If you are boarding the horse, please provide a copy of the signed boarding and/or training agreement that will apply to the horse.

Please provide photographs of the entire facility, stall and/or pasture where this horse will live.

If the horse will be kept on your property, do you own or lease the property? If you lease the property, please provide the name, address and phone number for the

landlord, owner and/or property manager. Please also provide a copy of the current lease agreement.

If the horse will be boarded on your property, please provide the name, address and phone number for the nearest neighbor:

References (Full Name, Address and Phone #):

1.

2.

Contact info for Veterinarian who will care for this animal:

Contact info for Farrier who will care for this animal:

By signing below, I certify that the information on the application is true and correct to the best of my knowledge. I give Saddlebred Rescue, Inc., its officers and agents permission to verify all the information contained therein.

Signature of Applicant

Printed Name

Date



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ADOPTION AGREEMENT (Part 2)

I, _____, hereby acknowledge and agree that the following terms and conditions apply to my adoption of a horse from Saddlebred Rescue, Inc. I further acknowledge and agree that failure to comply with any of these terms and conditions will be considered a breach of the Adoption Application and Agreement (“Agreement”), in which case, SBR will be entitled to pursue the remedies set forth below.

This Adoption Agreement (the “Agreement”) is entered into this ___th day of _____, 2014 between Saddlebred Rescue, Inc (hereinafter referred to as “SBR” or “the rescue”) and _____ (hereinafter referred to as “Adopter”) and is binding for the lifetime of the Horse, as herein defined.

The Adopter agrees, in accordance with this Agreement, to adopt and care for the horse known as SBR _____ (Breed: _____, Age:___ (Foaling Date: _____ (if applicable) , Color: _____, Sex: _____ (Note Mare or Gelding)) with a Registration No. of _____ (if applicable) and registered as _____ (reg. name if applicable). (hereinafter referred to as the “Horse”), in accordance with the terms and conditions set forth herein.

Initial next to each provision after reading.

1. Saddlebred Rescue, Inc agrees to transfer ownership of the Horse to the Adopter subject to the conditions set forth in the agreement. The Adopter understands that a discounted adoption fee of \$_____ shall be made payable to Saddlebred Rescue Inc. (also known as SBR and SBR Trust). If the Horse is registered the Adopter will be responsible for any transfer or administrative fees associated with updating the registration papers. _____

2. The Adopter shall not sell, give away, lend, lease, send to auction, or sell for slaughter the Horse. If the Adopter arrives at a point that can no longer keep the Horse the Adopter agrees to donate the Horse back to the SBR. If the Horse is found to have been sold, given away, disposed of or transferred in breach of this Agreement, SBR shall have the right to prosecute to the fullest extent of the law for fraud, conversion, breach of contract and any other legal remedies, including but not limited to injunctive relief. _____ *Please after reading this Agreement in its entirety please come back to this Paragraph 2. then copy it below as written in your hand followed by your signature as the Adopter.*

3. The Adopter shall not use the horse for breeding purposes. If the Horse is found to have been bred in breach of this Agreement, the Adopter hereby authorizes SBR to enter onto the property described in the Adoption Application or any property where the Horse is located and take immediate possession of the Horse and any resulting offspring. The Adopter further acknowledges and agrees that a breach on the part of Adopter of the terms and conditions of this Agreement shall result in a complete waiver and termination of any and all rights of use, ownership or possession that the Adopter may have in the Horse and its offspring. _____

4. If the Adopter donates the Horse back to SBR in accordance with Paragraph 2 of this Agreement, the Adopter shall be responsible for returning the Horse to SBR and paying all costs associated with such transportation. If the Adopter cannot return the Horse personally, Adopter hereby agrees to pay all costs involved in the transport of the Horse to SBR. The Adopter acknowledges and agrees that the method and mode of transport must be approved by SBR in writing in advance of the Horse leaving the Adopter's property. At its sole discretion, SBR will direct the Adopter to return the Horse to SBR's facility in New Jersey or the nearest SBR-designated foster home. Further, the Adopter agrees to provide to SBR, at Adopter's own expense, a current negative Coggins test, health certificate and vaccination records for the Horse. I agree to sign a Bill of Sale transferring the Horse back to SBR, as well as any paperwork associated with the transfer of breed registration papers.

5. The Adopter agrees and acknowledges that the Adopter shall pay board at a rate of \$10.00 per day on the Horse from the time that SBR approves the Application and accepts the Agreement until the time the horse leaves SBR or an SBR-designated foster home to be shipped by or to me. _____

6. The Horse shall not be removed from the Adopter's personal supervision or moved from the property described in the Adoption Application. The horse may leave the property temporarily as appropriate for medical care, shows or similar activities. _____

7. At any time during the application process or after the adoption, the Adopter hereby authorizes an authorized representative of SBR to enter the property described in the Adoption Application or any property where the Horse is located to determine if the location is and remains suitable and all conditions of this Agreement are being fulfilled. _____

8. The Horse shall receive regular, appropriate and comprehensive care via the cooperative effort of the Adopter, a veterinarian and a farrier in conformity with generally recognized standards for equine health and maintenance. This includes, but is not limited to, access to shelter, clean water and proper feed, routine inoculations, dental work, worming and trimming/shoeing. The Adopter acknowledges and agrees that the Adopter shall follow the recommendations of the veterinarian and farrier, and that the Adopter will be solely responsible for all expenses related to the Horse's care. The Adopter understands that, depending on the Horse, care and maintenance may require special shoeing, special diet, medications and close monitoring by a veterinarian and/or farrier. The Adopter further

agrees that the Horse will be examined by a veterinarian no less than once each year after which the Adopter will direct the veterinarian to send written notice of his/her findings of said examination within seven (7) days of its completion to SBR at the address listed above.

9. In the event that the Adopter is unable to afford necessary veterinarian and farrier services, the Adopter shall immediately contact SBR for a decision regarding the Horse's care. _____

10. In the event of the Horse's death, theft or escape, or if the horse suffers a significant injury or medical condition, the Adopter shall notify SBR immediately. In the event of death, the Adopter shall furnish SBR with a signed veterinarian's statement on the cause of death within ten (10) days of the Horse's death. The Adopter further acknowledges and agrees that the Horse shall only be euthanized under the attention and recommendation of the attending veterinarian or, in cases of emergency when a veterinarian is not reasonably available, as an act of mercy to relieve suffering. _____

11. The Adopter hereby authorizes SBR to obtain all veterinary and farrier records directly from any veterinarian or farrier treating the Horse. A copy of this Agreement shall serve as a release and authorization to any veterinarian or farrier for delivery to SBR of any and all veterinary and/or farrier records maintained on the Horse. The Adopter further authorizes SBR to contact the veterinarian and farrier listed in the Adoption Application, or any veterinarian or farrier known to be treating the Horse, at any time, to ascertain the Horse's condition and the suitability of the care being provided. The Adopter further agrees to

provide SBR written notice within 30 days of any change to the name or contact information of the veterinarian and/or farrier caring for the horse as listed in the Adoption Application.

12. The Adopter warrants that the Adopter has read, understands and accepts the terms of any equine or farming activities limited liability acts and regulations effective in the state(s) in which the Horse will be stabled. _____

13. The Adopter agrees and acknowledges that the Adopter is adopting the Horse **AS IS**. The Horse has been presented to my satisfaction. The Adopter understands the Horse comes with no guarantees (including, without limitation, soundness and suitability for any purpose) and that the Adopter has the option of a pre-adoption exam at the Adopter's expense. The Adopter accepts full responsibility for his or her decision and the consequences that go along with such decision to adopt the Horse. This includes the possibility that the Adopter and/or third parties could be injured or even killed due to the inherent risks of equine activities. _____

14. Acknowledging that, pursuant to Paragraph 13, SBR has not warranted the Horse for any purpose, if SBR in its sole discretion, but after conferring with the Adopter, determines that the Horse is not a good match for the Adopter, the Adopter shall return the Horse to SBR and receive a 50% discount on the adoption fee for another SBR horse, subject to the Adopter's submission of a new Application and Agreement and SBR's acceptance of same. The discount expires 30 days from the date that the returned Horse arrives back at SBR or SBR-designated foster home. Return/replacement expenses, including, without limitation,

shipping, Coggins testing, and health certificates, are solely the responsibility of the Adopter. Further, the Adopter agrees to sign a Bill of Sale transferring the Horse back to SBR, as well as any paperwork associated with the transfer of breed registration papers.

15. The Adopter acknowledges and agrees that he or she shall pay all adoption fees prior to the horse leaving SBR or the SBR-designate foster home. _____

16. If the Adopter's contact information provided on the Adoption Application changes, the Adopter shall give SBR written notice within fourteen (14) days of said change. _____

17. If SBR, in its sole discretion, finds the Adopter to be in breach of the terms and conditions of this Agreement, for any reason, including but not limited to, neglect, mental or physical abuse for the Horse, the Adopter agrees and acknowledges that an authorized representative of SBR may enter onto the property described in the Adoption Application or any property where the horse is located and take immediate possession of the Horse. I further agree and acknowledge that a breach of the terms and conditions of this Agreement shall result in a complete waiver and termination of any and all rights of use, ownership or possession that the Adopter may have in the horse. Further, the Adopter agrees to sign a Bill of Sale transferring the Horse back to SBR, as well as any paperwork associated with the transfer of breed registration papers. _____

18. In the event that SBR, in its sole discretion, finds the Adopter to be in breach of the terms and conditions of this Agreement, the Adopter agrees and acknowledges that SBR reserves

the right to commence legal proceedings to recover the Horse. In addition, the Adopter agrees that SBR has the express right to injunctive relief for breach of the Agreement without the need to post bond. The Adopter further agrees and acknowledges that the Adopter shall be liable to SBR for all expenses related to said legal proceeding, including but not limited to attorneys' fees and costs. _____

19. This Agreement shall be governed by and construed under the prevailing law of the Commonwealth of Kentucky and venue for any action between the parties related in any way to this Agreement or related in any way to the Horse shall be brought in the state or federal courts of Kentucky. By signing this Agreement, the Adopter consents to jurisdiction and venue in these courts.

20. In the event that the Horse is seized or recovered by SBR due to the Adopter's breach of the terms and conditions of the Agreement, and upon return to SBR or an SBR-designated foster home, the Horse is determined to be in a debilitated or unhealthy condition, the Adopter shall be responsible for all costs incurred to return the Horse to a healthy condition. The terms "debilitated" and "unhealthy condition" as used in this paragraph mean that the Horse's physical condition is worse than when he/she left SBR and that said condition, in the opinion of an examining veterinarian, is attributable to the Adopter's failure to provide proper care and maintenance for the horse consistent with generally recognized standards for equine health and maintenance and all other provisions of this Agreement. If the Horse is found to be abused or neglected, SBR will prosecute to the fullest extent of the law following its recovery of the Horse. The Adopter acknowledges

and agrees that the Adopter shall be liable to SBR for all expenses related to said legal proceeding, including but not limited to attorneys' fees and costs. _____

21. The Adopter shall accept all responsibility for any lawsuit, claim, fine or lien arising from any action, directly or indirectly involving the Horse while he/she is in my care. The Adopter shall not bring, commence, institute, maintain, prosecute or voluntarily aid in any action at law, proceeding in equity, or any other proceeding in any judicial, administrative or other forum of any kind against SBR, its employees, successors and assigns for any damages or injury caused to me or any third persons by the Horse once the Horse leaves SBR's property, including but not limited to damages or injuries caused by the fact that the Horse does not behave or perform in the manner the Adopter expected. Further, if any third person asserts a claim against SBR, its employees, successors and assigns as a result of any conduct of the Horse after the Adopter has executed this Agreement, the Adopter hereby agrees to indemnify, defend and hold SBR, its employees, successors and assigns harmless from, and in respect to, any such claims. Reasonable attorneys' fees and all other expenses necessarily incurred by SBR, its employees and agents are expressly understood to be within the scope of my obligations and undertakings pursuant to this Paragraph. _____

22. SBR, in its sole discretion, may make written modifications to the terms and conditions of the Adoption Application and Agreement. The Adopter will be given the opportunity to read and consent to said modifications, and the Adopter agrees and acknowledges that such modifications shall be integrated into this Adoption Application and Agreement. _____

23. In the event that any provision in or obligation under this Adoption Application and Agreement shall be invalid, illegal, or unenforceable in any jurisdiction as to either the adoptee, SBR, or both, the validity, legality and enforceability of other provisions in or obligations under this Adoption Application and Agreement shall not in any way be affected or impaired thereby. _____

Signature of Adopter

Signature on behalf of Saddlebred Rescue Inc.

Print Name

Print Name and Position

Date

Date