

River Edge Farm Horse Rescue
7022 Lick Creek Trail
Lyles TN 37098

EQUINE ADOPTION / CAREGIVER CONTRACT

THIS AGREEMENT is made by and between River Edge Farm Horse Rescue (hereinafter referred to as "Rescue" and _____
whose address is _____

(hereinafter referred to as "Caregiver"). In consideration of the mutual covenants herein and intending to be legally bound hereby, the parties agree as follows:

For a non-refundable adoption fee of _____ Rescue agrees to place animal known as

_____ described as _____

Age _____ Sex _____ Color _____ Size _____ Markings _____

to Caregiver on this _____ day of (month) _____, 20____, for the purpose of providing a safe, healthy and loving environment for the animal.

Caregiver agrees as follows:

- 1. General Agreement:** Caregiver agrees that Rescue is placing the animal with the Caregiver in exchange for Caregiver's agreement to comply with the terms of this placement Contract. Caregiver must be at least Eighteen (18) years of age. Adopted animal must have companion equine.
- 2. General Restrictions:** The animal may not be raced, sold, given away, assigned, transferred, leased, slaughtered, used for any commercial purpose whatsoever, or disposed of by Caregiver. Animal is not to be used for breeding purposes. Animal may participate in horse shows, trail rides and other activities deemed appropriate. In the event that Caregiver is no longer able to care for the animal, Caregiver will immediately notify Rescue and will only release said animal to River Edge Farm Horse Rescue. Caregiver is required to provide adequate care as per this contract. Animal is to be kept up to date on vaccinations, worming, dental and hoof care as indicated in Item No. 5, at the Caregiver's expense. In the event of the Caregiver's death, named animal must be released only to River Edge Farm Horse Rescue within ten (10) days of the date of death of Caregiver.
- 3. Transportation and Expenses:** Transportation arrangements and costs are the sole responsibility of the Caregiver at the time of placement, as well as during and after the time Caregiver receives the animal from Rescue in the event said animal is to be returned to Rescue for any reason.
- 4. Moving Stable Arrangements:** Caregiver may move animal to a new location only if Rescue is notified in writing thirty (30) days prior to proposed move with exception of move being a result of emergency. Rescue must approve the new facility prior to the move and execute a written agreement authorizing such a move. Said animal will reside at, and will not be moved from, the following address without prior written approval of River Edge Farm Horse Rescue.

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Name of Stable or Facility _____

Contact Name(s) _____

Address of Stable _____

Tel # _____ Directions from nearest interstate or major city _____

5. **Care of Animal:** Caregiver will ensure that the animal maintains the weight and condition as agreed to by Rescue or by a qualified equine Veterinarian. Caregiver hereby acknowledges that the animal may not be in expected condition at time of placement and agrees to improve condition of said animal in an agreed upon reasonable amount of time. Caregiver agrees that the animal will have free access to water. Caregiver will not for any length of time turn animal out in a paddock or keep animal in any area with any amount of barbed wire fencing. Caregiver will not house animal at any time in a shelter small than 10' x 10'.

6. **Veterinary Care:** Routine Veterinary care is required by a licensed Veterinarian. Animal is to receive routine annual vaccinations, regular deworming, and dental care (teeth checked and floated when necessary) as recommended by Veterinarian. Routine and specialized hoof care to be provided as recommended by farrier, preferably an AFA certified farrier.

NO RIVER EDGE FARM HORSE RESCUE ANIMAL IS TO BE EUTHANIZED WITHOUT THE FOLLOWING ACTIONS:

- Caregiver to notify Rescue before any action is taken unless it is an emergency and the animal is in a life or death situation when no other life-saving action is possible.
- Euthanasia may only be administered by a licensed Veterinarian.
- In non-emergency situations, only River Edge Farm Horse Rescue may approve euthanasia which is administered only by a licensed Veterinarian.

7. **Inspection:** A representative of Rescue shall be permitted to visit the animal at its location without prior notice to Caregiver and may remove the animal from said location at the discretion of River Edge Farm Horse Rescue. If Veterinarian determines that condition is less than recommended or agreed to, Caregiver agrees to pay expenses in order to improve the condition of said animal as determined by a licensed Veterinarian.

8. **Notification of Illness or Death:** Caregiver agrees to provide recommended Veterinary care for the illness and/or injury of the animal according to its needs and/or according to the requirements of the laws of the State of Tennessee. In the event of the death of the animal, Caregiver will immediately, within twenty-four (24) hours, notify Rescue of the death, the cause thereof, and the circumstances surrounding the death of the animal. Caregiver agrees to immediately notify Rescue (within 24 hours) in the event of serious illness or injury to the animal.

9. **Future Sale Agreement:** Caregiver may after period of One (1) year sell the adopted animal, but **only** with authorization of River Edge Farm Horse Rescue, Inc. and approval of buyer.

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10. **Liability Limits:** Caregiver agrees to hold harmless River Edge Farm Horse Rescue, its board members, volunteers, employees, foster care providers, owners of the animal and former owners of the animal for damage or injury caused to any person or property by the animal including, but not limited to, all attorneys' fees, costs and expenses of litigation, as well as any award for damages, any and all medical expenses or other costs incurred as the result of damage or injury to any person or property. Caregiver is aware that River Edge Farm Horse Rescue does not guarantee nor warrant the general condition, temperament, or soundness of any animal. Caregiver is advised to obtain appropriate liability insurance coverage as River Edge Farm Horse Rescue will not be responsible for any liability.

11. **Validity and Non-waivers:** In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. If Rescue fails to exercise any of its rights under this contract, said failure shall not be a waiver or release thereof and River Edge Farm Horse Rescue shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all times.

12. **Entire Agreement / Amendment:** This Adoption/Caregiver Contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this contract. This contract may be modified or amended in writing so long as both parties agree and if amendment in writing is signed by both parties and attached hereto as a separate addendum.

13. **Laws of the State Governing Agreement:** This agreement shall be governed by the laws of the State of Tennessee. The parties hereto agree to the jurisdiction of the Courts of Tennessee.

Witness Whereof,

Caregiver (must be at least 18 years old)

Caregiver Signature: _____ Date: _____

Print name of Caregiver: _____

Address: _____ Phone: _____

Witness (must be at least 18 years old)

Signature of Witness: _____ Date: _____

Print name of Witness: _____

Address: _____ Phone: _____

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Signature of Representative _____ Date: _____

Print name of Representative _____