



Horse North Inc. (Rescue)
 PO Box 76, Kingsley, MI 49649
 231-645-HNRI (4674)
www.horsenorthrescue.org

Michigan 501C3 Non-Profit Corporation
 TAX ID #20-1890815
 Email: HorseNorthRescue@gmail.com

CONDITIONAL ADOPTION AGREEMENT WITH FIRST RIGHT OF REFUSAL

Please read and complete this entire document carefully. This agreement must be completed in full.

*** Note - this agreement is for the protection of the equine. ***

NEW OWNER (referred to hereafter as Adopter) INFORMATION:

Name: _____
 Email Address: _____
 Home Phone Number: _____
 Cell Phone Number: _____
 Residential Address: _____

Driver's License number: _____ State Issued: _____
 The equine will be kept at this address: Boarding Facility or Adopter's Property? (circle one)

Telephone: _____ Business Hours _____

DESCRIPTION OF EQUINE WHOSE OWNERSHIP IS TO BE TRANSFERRED (referred to hereafter as equine and/or animal)

Name: _____ Gender: _____
 Breed: _____ Age: _____
 Registration # or Grade: _____
 Height: _____ Weight: _____ Body Score: _____
 Identification Markings: _____
 Color: _____ Other information: _____
 Adoption Fee: _____ How Paid: _____

The expressed purpose and intent of this agreement is to transfer ownership and responsibility of the equine upon adoption to the Adopters. Upon adoption of the above equine, Adopter assumes full financial obligation for care which includes but not limited to routine and emergency veterinary care, farrier care and all nutritional care needs to keep the horse in a healthy condition. Adopter will also assume full responsibility for any liability of damages or injuries caused by the adopted equine. This is including any legal suits arising from incidences caused by the equine. Adopter understands and acknowledges that being in the presence of horses and any and all activities involving horses carries risks and is inherently dangerous. Adopter acknowledges that they have been notified and here by assumes all of the risk inherent with equine activities. By signing this contract, Adopter releases Horse North Inc., its members, volunteers, heirs', successors or assignees from any liability, losses or damages associated with the above equine.

I have read and agree to the terms above _____

Adopter understands that Horse North Inc. makes no representations or warranties concerning the equine including but not limited to; the condition, health, temperament, behavior, soundness or fitness/ability for a particular purpose. Adopter accepts the equine in its current "as is" condition with no warrant or guarantee.

Required program of care of Equine as listed below:

-Hoof trimming a minimum of four times a year

-Deworming as suggested by your veterinarian

-Yearly physical examination by a veterinarian with the administration of immunizations as recommended by the veterinarian. It is the responsibility of the Adopter to meet states requirement for MCLA 287.726a for EIA testing also known as a Coggins test.

-Adopter must provide a safe rain and wind shelter for the horse/horses and it must be large enough to provide housing for the number of equine that have access to the shelter. Fencing can be electric, stock wire, vinyl or woven wire. Barbed wire is not acceptable.

-Adopter states that he/she is not a kill buyer or associated with any kill buyer and is not obtaining the equine with the intent to market or slaughter the equine. Adopter also agrees not to transfer the equine to any auctions, sale program or facility whereas the equine may be purchased for slaughter and or sold for meat. In the event that the Adopter breaches this clause, the Adopter agrees to pay Horse North Inc. the sum of Two Thousand Dollars (\$2,000.00) for damages.

-The adopted equine is to be used for humane purposes which includes riding, driving, competitive contesting or showing or utilized as a pasture pet. Horse North Inc. has a strict NO BREEDING OR TRACK RACING of the adopted equine at any time. In the event that the Adopter breaches this clause, the Adopter agrees to pay Horse North Inc. the sum of Two Thousand Dollars (\$2,000.00) for damages.

-Adopter shall provide Horse North Inc. with a status report for the adopted equine on the 3rd, 6th and 12th month following the adoption. The status report shall be mailed to Horse North Inc. at P.O. Box 76 Kingsley, MI 49649 or emailed to horsenorthrescue@gmail.com. The following information is required:

1. Current body picture of the adopted equine in good lighting.
2. Current hoof picture of the adopted equine in good lighting.
3. Brief narrative of the adopted equines progress and condition
4. Address information if any changes in location have occurred
5. Receipt from a veterinarian that immunizations and exam have occurred within the first year of adoption.

Failure to provide Horse North Inc. with the above information does hereby give Horse North Inc. the right to repossess the equine after 30 days of non-submitted information.

I have read and agree to the terms above _____

-In the event that Adopter no longer wishes to continue ownership of the above equine, Horse North Inc. MUST be contacted for first right of refusal before horse is advertised. If Horse North Inc. opts not to exercise its first right of refusal option with horse at fair market value, the horse may then be sold by PRIVATE TREATY ONLY, and will not be sold any type of auction, sale equine broker/dealer, feed lot or slaughter destination. If at any time the market value of the equine changes, Horse North Inc. must again be notified and offered the horse at said value. THIS CONTRACT TRANSFERS WITH THE EQUINE FOR LIFE AND IT IS THE RESPONSIBILITY OF CURRENT OWNER TO INFORM ANY POTENTIAL NEW OWNERS OF THE CONTRACT REQUIREMENTS. It is the responsibility of current Adopter to provide Horse North Inc. of all contact information of the new owner; to include Name, address, phone, email address and address where equine will be housed. This information must be sent to Horse North Inc. within 10 days of ownership transfer. In the event that the Adopter breaches this clause, the Adopter agrees to pay Horse North Inc. the sum of Two Thousand Dollars (\$2,000.00) for damages.

-HORSE NORTH INC. RESERVES THE RIGHT AT ANY TIME TO PERFORM A WELLNESS CHECK ON ANY EQUINE PLACED THROUGH OUR PROGRAM TO ENSURE THE EQUINE IS BEING PROPERLY CARED FOR AND TO VERIFY IF ANY BREACHES IN CONTRACT HAVE OCCURED. THE VISIT MUST BE ALLOWED WITHIN 2 WEEKS OF BEING NOTIFIED FOR AN ONSITE WELLNESS CHECK. FAILURE TO COMPLY WITH A WELLNESS CHECK WILL RESULT IN LOSS OF OWNERSHIP AND RETURN OF EQUINE TO HORSE NORTH INC.

- With 20 days of signing this contract, if Adopter opts to return equine to Horse North Inc., Adopter understands that any costs for trailering are at Adopter's expense. Adopter will be reimbursed the adoption fee as long as the equine is returned in the same condition as it was received. Adopter will not be reimbursed for any care, veterinarian expenses, training or housing expenses that that occurred during the 20 day period.

NOTE: This contract remains in effect for the duration of time that the equine is under ownership of the Adopter and will transfer for LIFE to any new owners/adopters that this equine may encounter. Any violation in this contract can result in fines stated above or the return of the adopted equine. The Adopter shall be liable for all cost including but not limited to; fees incurred for recovery of equine, attorney fees or court cost for legal preceding for any enforcement of this contract.

No oral representations or agreements supersede the terms specified in this written document. Signatures warrant that all parties involved are at least 18 years of age at the time of signing and acknowledge receipt and understanding of the Terms and Conditions contained within this agreement. The laws of the state of Michigan shall govern this Agreement.

This Conditional Adoption Agreement with First Right of Refusal is agreed upon by:

Adopter's Printed Name: _____

Adopter's Signature: _____

Date: _____

HNI Representative's Printed Name: _____

HNI Representative's Signature: _____

Date: _____