



Spirit Wind Horse Rescue

Mail: PO Box 342 Crawford CO 81415

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Adoption Contract/Bill of Sale

By signing this Adoption Contract, you acknowledge that failure to comply with any of the requirements below will be considered a breach of the Adoption Contract, in which case Spirit Wind Horse Rescue (SWHR) will be entitled to repossess the horse.

- The horse must be provided proper and nutritious amounts of food, fresh water, safe fencing, adequate shelter, and kind treatment at all times. The feeding program must keep the horse in good flesh, with no backbone or ribs showing except that which is normal in an aged horse.
- Neglected, abandoned or inhumanely treated horses will be immediately returned to SWHR. Transportation fees will be assessed. Adoptions fees are NON-REFUNDABLE.
- Adopter will not place the horse with a trainer or boarder that SWHR deems abusive in any way.
- Adopter agrees not to breed any horse adopted from SWHR.
- If the horse becomes sick or lame, Adopter agrees to provide prompt, adequate medical care and treatment. If Adopter cannot provide such care, adopter must return the horse immediately to SWHR.
- Adopter is responsible for all expenses of the care of the horse, there are no reimbursements.
- Adopter certifies that s/he has no prior violations of adoption regulations or convictions of inhumane treatment to any animal.
- SWHR (by Beth Keenan, Vendla Stockdale, John Ware, Paige Smith, representatives and owners of record) reserve the right to monitor the well-being of the horse.
- Adopter agrees that the horse cannot be sold, traded, leased, given away, or used for any commercial purpose other than one previously agreed upon in writing, including but not limited to racing, barrel racing, roping, gymkhana events or endurance riding. SWHR horses are to be used for trail riding or companion horses only.**
- In the case of the death of the horse, notification is required with a veterinarian's statement/cause of death.
- Notification is also required if the horse suffers a major injury or medical problem, including the name and phone number of the veterinarian who performed the diagnosis.
- Notification is required if the horse is permanently moved from the location on record.
- Notification is required if Adopter changes their contact phone number.
- It is our strict policy that if for any reason the adoption does not work out, or the Adopter cannot (for any reason) or does not wish to care for the horse, the Adopter must contact SWHR and we will reclaim the animal under all conditions. **Horses adopted from SWHR are not to be sold or given away at any time without written consent from SWHR.**
- It is understood that the horse cannot be included in an estate or be an item in a will.

___ It is expressly understood that SWHR places the horse with no warranty as to the physical condition or temperament of the horse. Adopter accepts this horse as is with all defects, either observable or unobservable and assumes all risk for such horse from the date of signing of this Contract.

___ Adopter releases SWHR and its representatives from any claim, cause of action, or liability for any injury or damage to persons or property once the animal is in his/her possession.

___ Adopter assumes all responsibility for the horse's actions after the effective date of this Contract.

___ Adopter agrees to hold SWHR and its representatives harmless from any and all liability associated with any illness of the horse, or damage or injury caused hereafter by the horse.

___ SWHR cannot vouch for the temperament, health, or line of the horse.

Payment must be in the form of a cashier's check or cash. The total adoption fee is required at adoption. The adoption fee is not tax deductible.

I agree that should I violate any term(s) of this contract, SWHR will require the return of the horse within one week of SWHR notifying me that I breached the contract. I agree to pay a penalty to SWHR of \$5,000.00 within two weeks of said notification. In addition, I agree to pay or reimburse SWHR for any and all expenses involved in the return of the horse to SWHR, including but not limited to transportation expenses, vet and/or farrier expenses and legal expenses. Time is of the essence.

Adopter hereby certifies that Adopter has read, understands, and agrees to abide by the above conditions for the adoption of the described horse. (Attached)

Adopter(s) Please Print: _____

Signature(s): _____

Mailing Address: _____

Physical Address if Different: _____

Phone: _____ Email: _____

Agent for SWHR, and Owner of Record: _____

Date: _____ Fee paid in full: _____

**Spirit Wind Horse Rescue Adoption Attachment:
Described Horse**

Date: _____

Name and description of horse / Special instructions