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## Finger Lakes SPCA Equine Adoption Agreement

This agreement made and entered into between \_\_\_\_\_  
(contact/identification information as follows):

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell/Work Phone: \_\_\_\_\_ D.O.B. \_\_\_\_\_

hereinafter called "Adopter" and the Finger Lakes SPCA, Inc. hereinafter called the "F.L.SPCA" covers the placement of the following equine:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Height: \_\_\_\_\_ Other I.D.: \_\_\_\_\_

Color: \_\_\_\_\_

Markings: \_\_\_\_\_

### THE ADOPTER AGREES:

Adopter agrees that the named equine will reside at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### THE ADOPTER FURTHER AGREES AND UNDERSTANDS:

Transportation of the equine from the equine's current location to the new home is the responsibility of the adopter. If the adopter needs more than 72 hours to pick up a placed equine, boarding costs of \$\_\_\_\_\_per day will apply and must be paid prior to, or at the time of, the equine's pick-up.

The adopter agrees the F.L.SPCA and any agent of shall have the right to examine the above described animal after adoption at the stabling property and investigate the conditions under which it is being kept at any time of day and unannounced. I agree the F.L.SPCA has the right to immediately confiscate the above described horse if at any time it is deemed by F.L.SPCA that it is not being cared for humanely. Please note that if the horse is found to be in poor condition, such as extremely thin with prominence of ribs, covered with visible open or healing wounds or with overgrown hooves and/or any other visible signs of neglect, poor care, mistreatment or abuse, or living in a hazardous or squalid environment such as a stall or paddock packed with feces, F.L.SPCA retains the right to repossess the horse.

If the adopter changes the location of the horse or the attending veterinarian, the F.L.SPCA must be provided with new stabling information and veterinarian contact information within 14 days of said change.

The FLSPCA has made no warranties or guarantees as to the soundness, rideability, temperament, age, abilities, breeding,

or health of the adopted equine. The behavior of the animal at the time of placement, good or bad, may change as the equine adapts to a new environment. **Any statements made by the F.L.SPCA or its representatives are merely opinions and in no way amount to claims, representations, warranties or guarantees as to the temperament, health or mental disposition of the equine.**

Adopter agrees to have this horse examined by a licensed veterinarian within 14 days of adoption.

Adopter understands that this equine may not be raced, bred, overworked, sold for slaughter, auctioned, used for medical or other experimental purposes, given away, abandoned, assigned, or have any interest in thereof transferred.

Adopter agrees to provide proper food in sufficient quantities, clean water in sufficient quantities, adequate shelter at all times. I further agree to provide exercise, professional veterinary, dental and hoof care for the above listed equine to maintain the animal's good health. In the event of illness or injury, I will procure immediate veterinary care at my own expense.

Adopter agrees that in the event of a life-threatening emergency, the adopter will procure emergency veterinary care. In the event euthanasia is deemed necessary, the horse may be humanely euthanized by a licensed veterinarian only.

The F.L.SPCA requests to be notified immediately after the death of the adopted horse. A death certificate must be provided, such as a veterinarian's invoice or written statement, within 14 days of death.

Adopter agrees to treat the equine with kindness and respect at all times, and further agrees to abide by all anti-cruelty law of the state in which the equine will reside.

Adopter agrees to provide F.L.SPCA with a photograph of the adopted equine and a veterinary statement stating that the equine is in good health one year from the date of this adoption agreement.

Special conditions/provisions specified for the placement of the named equine:

Adopter agrees to notify the F.L.SPCA if at any time he/she decides that he/she can no longer keep or care for the equine. In the event the equine is being returned to F.L.SPCA, the adopter must provide transportation at their expense and must call the F.L.SPCA for an admission appointment. The F.L.SPCA requests a minimum advanced notice of 30 days to assure adequate foster space is available for the horse.

Any payment or donation made to the F.L.SPCA is non-refundable.

**The adopter understands horses can unexpectedly bite, buck, kick, rear up, strike out, run away, knock people and objects over and cause injury to themselves and/or other people and animals.**

**The adopter completely understands there is an inherent danger to being near and handling equines. They are unpredictable by nature and very powerful due to their size. Furthermore, I understand that employees and other volunteers of the organization are unable to guarantee the behavior, temperament or health of this or any animal. I fully understand the potential risk for bites, zoonotic illnesses, serious injury, and/or even death as a result of caring for this horse.**

**Adopter understands what he/she is committing to by entering into an adoption agreement with F.L.SPCA and voluntarily agrees to hold F.L.SPCA free from all liability to any person(s) or damage to or loss of property, real or personal, caused by any reason whatsoever related to the placed equine effective immediately as of the time this contract is signed and forever after. The adopter further voluntarily agrees to defend, indemnify and hold the F.L.SPCA, its employees, other volunteers, and the Board of Directors, harmless from any direct or remote and consequential damages caused by any reason whatsoever related to the adopted equine effective immediately as of the time this contract is signed and forever after.**

**The FLSPCA retains the right to regain possession of the said equine in the event the adopter fails to comply with any of the terms set forth in the F.L.SPCA Equine Adoption Agreement. If such an event takes place, the F.L.SPCA may enter any property where the animal is located and take immediate possession of the animal with no liability. At such time, adopter's rights shall terminate and adopter agrees that he/she shall have no direct cause of action of claim against the F.L.SPCA, its employees, volunteers or Board of Directors regarding such removal and termination of rights. In the event the equine is sold, given away, or has any interest thereof transferred, F.L.SPCA will take action at the sole cost of the adopter and F.L.SPCA will be entitled to compensation by the adopter in the amount of five thousand dollars (\$5,000.00).**

If the adopter neglects, abuses or abandons the equine, F.L.SPCA is just and right to immediately terminate the adoption and immediately regain possession of the equine. F.L.SPCA will seek all available remedies on behalf of the equine. If the abuse, neglect or abandonment causes the death of the equine; F.L.SPCA will be entitled to compensation in the amount of five thousand dollars (\$5,000) in addition to all costs related to seizure/recovery of the equine, veterinary care, carcass disposal, legal fees and court costs.

The laws of the State of New York shall govern this agreement and the parties herein agree to the jurisdiction of the courts of the State of New York should any dispute arise.

This document constitutes the entire agreement made between the Finger Lakes SPCA, Inc. and the Adopter of the horse and there are no other agreements between them.

I, \_\_\_\_\_, the Adopter, have read and accept the terms and conditions and above stated regulations that pertain to my acceptance and adoption of said equine (described in page one of the F.L.SPCA Equine Adoption Agreement). I agree to abide by all the aforementioned rules and regulations. The agreement has been explained to me, and I completely understand and accept the rights and obligations involved.

Signature of Adopter \_\_\_\_\_ Date \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize placement of the aforementioned named horse.

Signature of FLSPCA representative \_\_\_\_\_ Date \_\_\_\_\_

Adoption Fee Received: \_\_\_\_\_ Donation Received: \_\_\_\_\_

This document, in its entirety encompasses three pages