



P.O. BOX 777 \* CANTONMENT, FL. 32533  
PHONE 850-587-3565 FAX 850-587-4302

## PANHANDLE EQUINE RESCUE, INC. ADOPTION AGREEMENT

This Adoption Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Effective Date by and between PANHANDLE EQUINE RESCUE, INC., a Florida non-profit corporation located at 3099 East Chipper Rd., Cantonment, Florida 32533 ("PER") and \_\_\_\_\_, an individual, having an address of \_\_\_\_\_, (the "Adopter"). For and in consideration of the rights, obligations and duties set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Adopted Animal.** The Adopter agrees, pursuant to and in accordance with the terms and conditions of this Agreement, to adopt and provide shelter and care for that equine known as "\_\_\_\_\_" (the "Adopted Animal"). The Adopted Animal is identified with the following description:

PER# \_\_\_\_\_ known as \_\_\_\_\_  
Age: \_\_\_\_\_ years Sex: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Markings: \_\_\_\_\_  
Registration No. \_\_\_\_\_

The Adopter hereby acknowledges and agrees that the Adopted Animal will be housed at the following location, referred to hereinafter as the "Shelter Facility":  
\_\_\_\_\_. The Shelter Facility location may change pursuant to Section 9.

**ADOPTER'S INITIALS** \_\_\_\_\_

**2. Transfer of Possession.** PER agrees to transfer possession of the Adopted Animal to the Adopter, subject to the continuing conditions set forth in this Agreement. THIS AGREEMENT IS NOT AN AGREEMENT OF SALE. THIS AGREEMENT IS **ONLY** AN AGREEMENT OF POSSESSION. THIS AGREEMENT DOES NOT TRANSFER TITLE TO, OR OWNERSHIP INTEREST IN, THE ADOPTED ANIMAL. ADOPTER HEREBY EXPRESSLY

ACKNOWLEDGES AND AGREES THAT AT ALL TIMES, PANHANDLE EQUINE RESCUE, INC. RETAINS ALL OWNERSHIP RIGHTS IN, AND TITLE TO, THE ADOPTED ANIMAL.

ADOPTER'S INITIALS \_\_\_\_\_

**3. Prohibited Uses.**

A. ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTER abandon, sell, give away, lease, trade, send to auction or cause to be slaughtered the Adopted Animal. PER shall have sole discretion in determining whether this Section 3(A) has been breached by the Adopter.

ADOPTER'S INITIALS \_\_\_\_\_

B. ADOPTER HEREBY EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR BREEDING PURPOSES. If PER determines, in its sole discretion, that the Adopter has breached the terms of this Section 3(B) and that the Adopted Animal has been bred, in addition to any other remedies provided for herein, the Adopted Animal must immediately be returned to PER at the expense of the Adopter and the Adopter shall be responsible for any veterinary bills incurred as a result of the breeding, including, but not limited to, expenses related to pregnancy or delivery of foal. If the Adopted Animal dies due to complications from the breeding, pregnancy or delivery of foal, the Adopter will be responsible for any veterinary costs and be held liable for the agreed upon value of the Adopted Animal, as is stated under Remedies, Section 15(B) of this agreement. The Adopter will also be held responsible for any veterinary bills incurred due to any complications with the foal within the first six weeks of his/her/their life.

ADOPTER'S INITIALS \_\_\_\_\_

C. ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR COMMERCIAL PURPOSES, including but not limited to riding for hire, driving for hire, parties and entertainment for compensation or training for compensation, unless agreed to by Adopter and PER. If PER determines, in its sole discretion, that the Adopter has breached the terms of this Section 3(C) and that the adopted animal is being used for commercial purposes, in addition to any other remedies provided for herein, upon demand by PER the Adopted Animal shall immediately be returned to PER at the expense of the Adopter and the Adopter shall be responsible for any veterinary bills incurred as a result of the commercial use.

ADOPTER'S INITIALS \_\_\_\_\_

D. IT IS PROHIBITED TO BRAND THE ADOPTED ANIMAL IN ANY WAY. If PER determines, in its sole discretion, that the Adopter has breached the terms of this Section 3(D) and that the Adopted Animal has been branded, in addition to any other remedies provided for herein, upon demand by PER the Adopted Animal shall immediately be returned to PER at the expense of the Adopter and the Adopter shall be responsible for any veterinary bills incurred as a result of the branding.

**ADOPTER'S INITIALS** \_\_\_\_\_

E. IT IS PROHIBITED TO USE THE ADOPTED ANIMAL IN ANY WAY THAT VIOLATES APPLICABLE FEDERAL, STATE, OR LOCAL LAWS. If PER determines, in its sole discretion, that the Adopter has breached this Section 3(E) and that the Adopted Animal has been used in any way that violates applicable Federal, State, or Local Laws, in addition to any other remedies provided for herein, the Adopted Animal shall be immediately returned to PER at the expense of the Adopter. The Adopter will also be subject to penalties of law that may be incurred by such violations.

**ADOPTER'S INITIALS** \_\_\_\_\_

F. ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTER REMOVE FROM ADOPTER'S PERSONAL SUPERVISION OR CONTROL OR MOVE THE ADOPTED ANIMAL FROM THE SHELTER FACILITY, EXCEPT FOR REASONABLE EMERGENCIES OR FOR OTHER TEMPORARY AND REASONABLE CIRCUMSTANCES.

**ADOPTER'S INITIALS** \_\_\_\_\_

**4. Adoption Donation.** Concurrent with the signature of this Agreement, the Adopter has paid a non-refundable adoption donation in the amount of \$ \_\_\_\_\_ to PER. Payment in full of the adoption donation is required for this Agreement to be valid and must be received by PER before the Adopter may remove the Adopted Animal from PER's facility. This adoption donation may be tax deductible for the Adopter, although PER makes no express or implied representation or warranty in that regard. The Adopter should consult his or her independent tax advisor to determine deductibility, if any.

**ADOPTER'S INITIALS** \_\_\_\_\_

**5. Adopter representations. The Adopter hereby acknowledges and represents that the Adopter is aware of the following in connection with the adoption of the Adopted Animal:**

- (a) Animals are different from human beings in their responses to human actions;
- (b) The actions of animals are often unpredictable;
- (c) Animals should be closely and carefully supervised when they are with or around children;
- (d) The Adopted Animal's behavior may change after it leaves PER's premises;
- (e) Animals in a new environment may act differently and Adopter will allow the Adopted Animal adequate time (at least seven (7) days) to acclimate to its new environment, before being ridden, to the extent the Adopted Animal is rideable; and

(f) Any statements made by PER regarding the Adopted Animal, either orally or within this Adoption Agreement, are merely opinions and are made or given solely as a courtesy to those considering adopting an animal, and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition of the Adopted Animal or the suitability or safety of the Adopted Animal for the Adopter's intended purposes.

**ADOPTER'S INITIALS as to Section 5 Subsections (a) through (f):** \_\_\_\_\_

**6. Release and Indemnification.** The Adopter releases, discharges, forgives and holds harmless Indemnitees (as defined below) from and against any and all claims, liens, damages, losses and causes of action which may be asserted by the Adopter and any and all third parties for injury or damage to all persons, property or thing whatsoever caused directly or indirectly by the Adopted Animal. In addition, the Adopter shall and hereby agrees to forever indemnify and hold PER, its directors, officers, employees, volunteers, agents and affiliates (the "Indemnitees") harmless from and against any and all claims, demands, suits, actions, judgments, monetary awards, liabilities, losses and damages (including any costs, expenses and attorneys' fees incurred by the Indemnitees) which are or may be asserted or imposed against the Indemnitees for any kind of damage or loss arising out of or in connection with the Adopted Animal while the same is in Adopter's possession, or resulting from the failure of the Adopter to comply with each and every term of this Agreement, or resulting from any other act, omission or conduct of the Adopter, except for claims, actions, losses and damages due to the gross negligence or willful misconduct of Indemnitees.

**ADOPTER'S INITIALS** \_\_\_\_\_

**7. Inspections and Removal.**

A. Representatives of PER may make unannounced visits to the Shelter Facility at any reasonable time to confirm that the Adopter is providing the shelter, care, and maintenance required under the terms of this Agreement. The Adopter agrees to: (i) allow a representative of PER to visit the Shelter Facility and the Adopted Animal; (ii) take and forward photographs of the Adopted Animal; and (iii) promptly provide information regarding the Adopted Animal as may be requested by PER.

**ADOPTER'S INITIALS** \_\_\_\_\_

B. The Adopter agrees to pay all attorneys' fees and court costs incurred on behalf of PER in connection with any dispute which may arise under this Agreement.

**ADOPTER'S INITIALS** \_\_\_\_\_

**8. Care Requirements Specific to the Adopted Animal.** PER strongly recommends that all adopters consider obtaining an exam by a veterinarian of their choice on the Adopted Animal before finalizing this Agreement. The Adopter expressly acknowledges and understands that the Adopted Animal may have health limitations due to previous instances of abuse or neglect. The Adopter warrants that the Adopter has inspected the Adopted Animal and agrees to accept

possession of the Adopted Animal in “as is” condition. The Adopter hereby acknowledges receipt from PER of the health records of the Adopted Animal as maintained by PER since assuming title and/or care, custody and control of the Adopted Animal. The Adopter expressly understands and acknowledges that PER makes no representation or warranty to the Adopter with respect to the health or temperament of the Adopted Animal or its suitability or safety for any specific purpose, including, but not limited to riding. PER may make the following disclosures to the Adopter, however, the Adopter understands and agrees that such disclosures are; (i) made as a courtesy to the Adopter; (ii) merely opinions; and (iii) not intended to be relied upon by any party for any purpose:

A. Health History and Health Problems of Adopted Animal

B. Required Medications and Supplements

C. Limitations as to Riding Adopted Animal. Adopter understands that there may be limitations as to the type of riding, if any, appropriate for the Adopted Animal.

**ADOPTER’S INITIALS** \_\_\_\_\_

**9. Location of the Adopted Animal.** The Adopter agrees to notify PER at least ten (10) business days in advance of any intended relocation of the Adopted Animal. This time period shall be used by PER to carry out an inspection of the proposed location. During the term of this Agreement, each new location must be expressly approved by PER prior to the relocation of the Adopted Animal. The prior approval by PER of any location for another animal, previously or concurrently adopted from PER, shall not automatically constitute approval of such location for the Adopted Animal. Notwithstanding anything contained herein to the contrary, the Adopter agrees that during the term of this Agreement, any Shelter Facility must be expressly approved by PER prior to relocation of the Adopted Animal to such location. Adopted animal must remain in the contiguous continental United States of America.

**ADOPTER’S INITIALS** \_\_\_\_\_

**10. Death of Adopted Animal.** The Adopter agrees to notify PER immediately upon the death of the Adopted Animal and to provide PER with a veterinary certification as to the cause of death within ten (10) business days after such death. Adopter understands and agrees that it will bear the costs required by the veterinarian to properly ascertain and certify the cause of death of the Adopted Animal. PER may waive the foregoing requirement that Adopter provide a veterinarian certificate.

**ADOPTER’S INITIALS** \_\_\_\_\_

**11. Boarding Facility.** If the approved Shelter Facility is one other than the principal residence of the Adopter and/or is owned by a third party (the “Boarding Facility”), Adopter shall present the owner of such Boarding Facility with a Stable Owner’s Affidavit (see Exhibit B) to be executed by the Boarding Facility owner and returned to PER and with a copy of this Agreement prior to, and as a condition of, sheltering the Adopted Animal at such Boarding Facility. Adopter, not PER, shall be liable for all boarding fees, costs, damages or other claims under any written or verbal contract between the Adopter and the Boarding Facility. **UNDER NO CIRCUMSTANCES**

**SHALL PANHANDLE EQUINE RESCUE, INC. BE LIABLE FOR PAYMENTS, DEBTS OR ANY OTHER COSTS, DAMAGES OR EXPENSES INCURRED UNDER ANY BOARDING AGREEMENT OR SIMILAR, OR FOR OTHER COSTS NOT SPECIFICALLY APPROVED IN WRITING BY PANHANDLE EQUINE RESCUE, INC. WITH THE OWNER OF SUCH BOARDING FACILITY, INCLUDING, BUT NOT LIMITED TO, DELINQUENT OR UNPAID BOARD OR RENT PAYMENTS.** Any lien placed against the Adopted Animal to which the Boarding Facility owner may be entitled under the terms of a boarding agreement with the Adopter or by statute or otherwise shall at all times be subject and subordinate to the terms of this Agreement. PER's ownership rights in and to the Adopted Animal are superior, prior and paramount to any right of title asserted by any Boarding Facility owner. The Adopter shall indemnify and hold harmless PER from and against any and all claims or causes of action by such Boarding Facility resulting directly or indirectly from the breach of the Adopter of any contract, written or verbal, between the Boarding Facility and the Adopter, or under the terms of this Agreement. The terms of this Section 11 shall survive expiration and termination of this Agreement.

**ADOPTER'S INITIALS \_\_\_\_\_**

**12. Termination of Agreement by Adopter.** If for any reason the Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, the Adopter shall give notice of the foregoing to PER and shall allow PER four (4) weeks to arrange for pickup of the Adopted Animal. If Adopted Animal is located over 100 miles from the PER facility, Adopter agrees to compensate PER \$1.00 for every additional mile past 100 miles traveled by PER. If there is an urgency, the Adopter may transport the Adopted Animal to a location designated by PER. Any transporting of the Adopted Animal must be done in a safe trailer: defined as one with a solid floor, reasonably good tires, working lights, at least 6 ft. 6 inches tall with no internal sharp metal or other protruding object that could injure the Adopted Animal. The trailer must allow enough space for the Adopted Animal to be able to turn around. Two horse straight loads are prohibited, unless the divider can be removed, since some of the horses are untrained to back out of a trailer. Upon termination of this Agreement pursuant to this Section 12, PER shall not be liable for any charges or costs incurred by the Adopter in connection with the Adopted Animal (including, but not limited to, board payments, food expenses and veterinary bills). In addition, should the Adopted Animal be returned to PER pursuant to this Section 12, no reimbursement of any kind shall be due to the Adopter by PER. Should the Adopted Animal no longer meet the needs of the Adopter, the Adopter may return the Adopted Animal to PER; however, the Adopter may no longer be eligible to adopt future animals from PER, at PER's sole discretion. The adoption described herein is intended by both parties to last for the entire life of the Adopted Animal.

**ADOPTER'S INITIALS \_\_\_\_\_**

**13. Adopted Animal Medical Problems Arising After Transfer of Possession to Adopter.** The Adopter agrees to notify PER and a veterinarian immediately upon the discovery of any medical problem with the Adopted Animal, except those reasonably minor medical problems that are usual and incidental to typical equine maintenance. By signing this Agreement the Adopter authorizes the release of any confidential information regarding the Adopted Animal from any veterinarian or veterinary facility to PER. The Adopter, under no circumstances, shall cause the Adopted

Animal to be put down or otherwise humanely destroyed without the prior recommendation of a veterinarian. Any long term or chronic illness discovered by the Adopter in the Adopted Animal must be brought to the attention of PER within seventy-two (72) hours of such discovery.

ADOPTER'S INITIALS \_\_\_\_\_

**14. Death of Adopter.** In the event that the Adopter dies, his or her family has the option to return the Adopted Animal to PER or keep the Adopted Animal, provided the individual who will be responsible for the Adopted Animal signs a new Adoption Agreement and is able and willing to provide an acceptable home to the Adopted Animal. If the Adopted Animal must be relocated, the Adopter's Estate expressly agrees to notify PER at least ten (10) business days in advance of any proposed relocation of the Adopted Animal. Pursuant to Section 9, during the term of this Agreement, each new Shelter Facility must be expressly approved by PER prior to relocation of the Adopted Animal.

ADOPTER'S INITIALS \_\_\_\_\_

**15. Remedies upon Breach.**

A. Repossession. In the event that PER, in its sole discretion: (i) determines that the Adopter is in breach of any term of this Agreement; (ii) becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal, including the Adopted Animal; or (iii) determines that the conditions of the Adopted Animal and/or the Shelter Facility are not satisfactory for the well-being of the Adopted Animal, in accordance with the standards described in this Agreement and in the "Minimum Standards of Care" document attached as Exhibit A, then PER may immediately terminate this Agreement without notice to the Adopter. Upon such termination, in addition to any and all remedies at law and equitable remedies, including, but not limited to, injunctions, restraining orders, writs of specific performance, and writs of replevin, and any damages available to PER under this Agreement, any applicable law, or otherwise, the Adopter hereby authorizes representatives of PER, without further notice, judicial order, warrant or similar, to enter the Shelter Facility (or the Adopted Animal's current location if different from the Shelter Facility) and take immediate physical possession of the Adopted Animal without the need for any action by the Adopter or any other third parties. If PER exercises its right to take immediate possession pursuant to this Section 15(A), the Adopter expressly agrees to, and waives any objection it may have with respect to, PER's right of repossession.

ADOPTER'S INITIALS \_\_\_\_\_

B. Damages for Certain Breaches. In the event that the Adopter breaches any of the terms contained in Section 3(A) or Section 3(B) herein, in addition to any other remedies provided for in this Agreement, the Adopter expressly agrees to pay PER the sum of Five Thousand and No/100ths Dollars (\$5,000.00) as damages for such breach. PER and the Adopter expressly agree and acknowledge that PER's actual damages in the event of such a breach would be difficult or impracticable to ascertain and the amount of damages agreed upon herein is a reasonable estimate

of such damages.

ADOPTER'S INITIALS \_\_\_\_\_

C. Attorney's Fees and Court Costs. The Adopter agrees to pay all reasonable attorneys' fees and all court costs incurred on behalf of PER in connection with any dispute arising under this Agreement.

ADOPTER'S INITIALS \_\_\_\_\_

## 16. Miscellaneous Provisions.

- A. Choice of Law/Venue. This Agreement and the rights and obligations of the parties hereto shall be subject to, construed and interpreted exclusively under the laws of the State of Florida. The parties hereto hereby irrevocably and exclusively consent to the jurisdiction of the courts of Escambia County, Florida, for any disputes arising hereunder.
- B. Modifications. This Agreement shall not be modified or amended except by a writing signed by all of the parties hereto.
- C. Severability/Rules of Construction. If any provision of this Agreement shall be held invalid by a competent court, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the execution of this Agreement, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.
- D. Assignment. The Adopter may not assign this Agreement nor Adopter's right as Adopter hereunder without the prior written consent of PER, which may be withheld, in PER's absolute discretion. Such assignment shall not relieve Adopter of his or her obligations under this Agreement in the absence of express written release from PER.
- E. Section Headings. The various section headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any Section hereof.
- F. Entire Agreement/Modifications. This Agreement and all Exhibits represents the entire understanding of the parties relating to the adoption of Adopted Animal and can only be amended by a writing executed by both parties hereto. All prior negotiations between the parties, whether written or oral, are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced Adopted Animal other than those incorporated herein.
- G. Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of PER, the Adopter, and their respective heirs, executors,



administrators, successors and permitted assigns.

H. Exhibits. The exhibits attached hereto constitute an integral part of this Agreement and are hereby incorporated herein.

**ADOPTER'S INITIALS as to Section 11 Subsections a through h:** \_\_\_\_\_

**17. Notices.** All notices required or permitted hereunder will be deemed to have been properly delivered with proof of receipt (delivery deemed to occur on the date indicated on proof of receipt) provided by the U.S. Postal Service, Federal Express or United Parcel Service, to the respective addresses indicated on Page 1 herein. The parties shall promptly notify the other in writing of a change of address.

**ADOPTER'S INITIALS** \_\_\_\_\_

**This agreement shall be legally binding upon PER, the Adopter, Adopter's heirs, estate, assigns, including all minor children, and personal representatives.**

**ADOPTER**

Sign: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

**PANHANDLE EQUINE RESCUE, INC.**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_ Title



## **Exhibit A**

### **Panhandle Equine Rescue, Inc. Minimum Standards of Care**

The number of equines should never exceed the ability of the Adopter to feed and care for them properly. Such limits are dependent not only upon the physical health of the individual but also the financial ability to maintain proper equine management. In addition, any individual keeping equines must comply with all relevant federal, state and local laws.

#### **I. General Management Practices**

Various types of enclosure are available to confine equines, including, but not limited to: stalls, dry lots or pastures. In addition, equines shall be provided sufficient opportunity and space to have at least four hours of exercise daily and have freedom of movement as necessary to reduce stress and maintain good physical condition. Space and provisions for exercise shall be appropriate for the age, condition and size of the equine.

Group pasturing of compatible equines to allow social interaction is encouraged. If equines are individually stalled, they must be able to make visual contact with other equines while stalled, unless otherwise directed by a veterinarian for the safety of the equine in question or other equines at the facility.

**ADOPTER'S INITIALS** \_\_\_\_\_

#### **II. Facility Requirements**

The following are facility requirements in order to adopt the Adopted Animal:

##### **A - Pasture/Turnout**

A minimum of a half-acre of pasture/turnout per equine on the property is required. Exceptions may be made in those cases where the equine will be maintained at a boarding facility, provided the equine, if stalled, is allowed daily turnout of an adequate time and space.

##### **B – Shelter**

Equines shall be provided with shelter that is free of leaks and provides protection from extreme weather, including but not limited to: prevailing wind, snow, sleet, rain, sun and temperature extremes. Such shelter shall be a minimum of 12x12 foot stall per standard size equine in barn with turnout or pasture, or a three-sided run-in shelter with a minimum 12x12 feet per equine in pasture. Stalls and shelters shall be designed in such a manner as to provide sufficient space for each equine to turn around, lie down, and move freely, while also allowing the free flow of air.

Shelters may be constructed to have removable sides for the summer months. All enclosures, stalls and/or shelters shall be kept in good repair, reasonably clean and free of standing water, accumulated waste, sharp objects and debris. Unacceptable living conditions would include, but not be limited to, an equine living in a squalid environment such as a stall packed with feces or in a small paddock area continually inundated in manure, liquid or other unhealthy conditions. If the barn or shelter is metal, the exposed metal on the inside of the stall and/or shelter shall be covered with  $\frac{3}{4}$ " - 1" plywood or 2"x 6" boards. There should be no exposed nails or other objects that could potentially cause injury to the equine.

### **C - Water**

The Adopter shall provide troughs or individual water sources to offer adequate and clean water for all equines on the property. All water receptacles shall be kept clean and free of hazardous contaminants and be positioned or affixed to minimize spillage. Equines that are being trained, worked, ridden or transported shall be provided water as often as necessary for their health and comfort. Frequency of watering shall take into consideration the age, condition and size of the Adopted Animal, as well as activity level and climatic conditions.

### **D - Feed and Storage**

If natural forage is insufficient in quality or quantity, quality hay representative of choice grasses in the local area shall supplement the diet. Diet shall be planned with consideration for the age, condition, size, and activity level of the Adopted Animal. If more than one animal is fed at the same place and time, it shall be the responsibility of the Adopter to ensure that each Adopted Animal receives nutrition in sufficient quantity. If necessary, equines shall be separated to ensure each has access to adequate nutrition without interference from more dominant equine. Individual feed buckets or pans should be provided for each equine. All storage and feeding receptacles shall be kept clean and free of contaminants, such as feces, mold, mildew, rodents and insects. Stored feed shall be kept in such a manner that equines cannot gain access to it. "All Stock" and "All Grain" feeds are not permissible to feed the Adopted Animal, since they are not designed specifically for equine and do not meet the nutritional requirements for equine.

### **E - Fencing**

Fencing shall be of solid construction at least four (4) feet high, without sharp edges and visible to equines; electric fencing across the top is acceptable or all electric fencing can be used as cross fencing to separate pastures, but all electric fencing will not be accepted as perimeter fencing. **No barbed wire fencing is permissible.** All t-posts shall be appropriately capped when used as cross fencing to separate pastures along any fence line adjacent to another equine property or/and property that is less than five (5) acres. Fencing shall be monitored on a regular basis to ensure its safety and effectiveness is maintained.

**ADOPTER'S INITIALS as to Section II Subsection A through E \_\_\_\_\_**

### **III. Maintaining Health**

The following are requirements in order to maintain the health of the Adopted Animal:

#### **A - Vaccinations, Dental Care, Hoof Care, Deworming and Coggins**

The Adopted Animal must have a current coggins if they are leaving the property as required by State Statute or in the event they are being returned to Panhandle Equine Rescue. Yearly vaccinations are required. Eastern/Western Encephalitis, Tetanus, West Nile and any other inoculations the Adopted Animal's veterinarian recommends for endemic diseases are mandatory. Teeth must be kept in good condition and should be checked by a licensed veterinarian or professional equine dentist annually. The Adopted Animal, all equines at the Shelter Facility and all equines the Adopter causes the Adopted Animal to come into contact with, must be kept on a regular deworming program approved by a licensed Veterinarian. Proper hoof care is required to be done by a certified farrier every 6-8 weeks to maintain sound hooves on the Adopted Animal.

#### **B - Body Condition**

Equine must maintain adequate body condition. Final determination must be made by the PER president. Inadequate body condition would be described as less than that in which the equine left the rescue facility (for example: thin with prominence of ribs and/or hip bones and/or covered with visible open or non-healing wounds or other visible signs of poor care or maltreatment).

#### **C - Gelding**

All stallions shall be gelded as soon as possible unless, under the advice of a licensed veterinarian, such gelding would cause harm to the equine due to age or health.

#### **D – Rider Weight Limit**

The maximum rider weight, including tack shall be no more than 20% of the horse's body weight, unless special circumstances are agreed upon in writing by PER.

**ADOPTER'S INITIALS as to Section III Subsection A through D**\_\_\_\_\_

*I, \_\_\_\_\_ (Adopter) have read, initialed and agreed to the terms, conditions and above-stated regulations that pertain to my acceptance and placement of the Adopted Animal (as defined in Section 1 of the Agreement) .*

**ADOPTER**

Sign: \_\_\_\_\_

\_\_\_\_\_ Date

Print Name: \_\_\_\_\_

## Exhibit B



**THIS STABLE OWNER'S AFFIDAVIT OF UNDERSTANDING** (the "Affidavit") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_, ("Affiant"), who declares that:

- As the owner of the property on which the Adopted Animal is stabled (the "Premises"), Affiant understands that Panhandle Equine Rescue, Inc. ("PER") retains all ownership rights in the Adopted Animal for remainder of its life.
- Affiant understands that if a situation of non-payment of board, non-payment of farrier/veterinary/feed/transport or any other service Affiant provides to the Adopter in connection with the Adopted Animal, Affiant cannot and agrees to not put a lien on the Adopted Animal, and that PER, its successors and assigns, will not be held liable to pay any debt incurred by the Adopter in connection with the Adopted Animal.
- Affiant understands that if any abuse/neglect/misuse/mistreatment or similar situation occurs which is detrimental to the Adopted Animal, Affiant must contact PER immediately to communicate such occurrence. **PER's contact number is 850-587-3565.**
- Affiant understands that PER makes no guarantee as to the soundness, training level, temperament, or general condition of the Adopted Animal.
- Affiant understands that the Adopter has assumed full responsibility for any and all injuries, death, property damage or damage of any kind, caused by the Adopted Animal.
- Affiant agrees to indemnify and hold harmless PER, its successors, officers, agents, directors, representatives and assigns, from any demands, claims, requests, suits or similar actions for damages or otherwise which may arise in connection with the Adopted Animal.
- Affiant understands that that the Adopted Animal cannot be sold, rented, leased or otherwise transferred by the Adopter and that there has been no transfer of ownership of the Adopted Animal between PER and the Adopter (PER retains full ownership). Affiant understands that any such purported transfer is null and void.

- Affiant understands that the Adopted Animal requires adequate amounts of hay and grain to sustain a proper weight and that Affiant must notify the Adopter if Affiant or any of its agents, employees or representatives notices that the Adopted Animal is not maintaining proper body weight. Affiant understands that if the Adopted Animal’s weight continues to drop Affiant must notify PER immediately.
- Affiant agrees to allow representatives of PER to make unannounced visits to the Shelter Facility at any reasonable time to confirm that the Adopted Animal is being provided shelter, care, and maintenance required under the terms of this Agreement. The Affiant agrees to: (i) allow a representative of PER to visit the Shelter Facility and the Adopted Animal; (ii) take and forward photographs of the Adopted Animal; and (iii) promptly provide information regarding the Adopted Animal as may be requested by PER.
- Affiant understands that in the event that PER determines, in its absolute sole discretion, that the Adopter is in breach or may be in breach of the Agreement (as defined below), representatives of PER may enter the Premises for the purpose of investigating the same. If PER determines, in its absolute sole discretion, that the Adopter has breached the Agreement, PER may enter the Premises and repossess the Adopted Animal without Adopter’s presence, authority or notification.
- Affiant has been provided a copy of the Agreement along with the attached “Minimum Standards of Care” Exhibit.

Reference is made herein to that certain Adoption Agreement (the “Agreement”) dated \_\_\_\_\_, entered into by Panhandle Equine Rescue, Inc., a Florida non-profit corporation (“PER”) and \_\_\_\_\_ (the “Adopter”).

Any capitalized term not defined herein shall have the meaning ascribed to such term in the Agreement.

AFFIANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Location/address of Adopted Animal (Premises)

\_\_\_\_\_  
Affiant phone number