



Adoption Agreement  
Tax ID 54-1845646

15800 Darnestown Road  
Germantown, MD 20874  
Federal Tax ID: 54-1845646

This Adoption Agreement (hereinafter "Agreement") is entered this \_\_\_ day of \_\_\_\_\_, 2014 between Lost and Found Horse Rescue Foundation, Inc., a Maryland Non-Profit Corporation located at 15800 Darnestown Road, Germantown, MD 20874 (hereinafter LFHR) and \_\_\_\_\_ (hereinafter "Adopter").

1. The Adopter agrees as set forth in the conditions of this agreement to adopt and provide care for the Donkey, age, color, which donkey is currently owned by LFHR.
2. LFHR hereby agrees to transfer possession of the Adopted Animal to the Adopter, subject to the continuing conditions of this agreement.
3. The Adopter understands that a non refundable adoption donation of \$350 shall be made to LFHR and must be paid in full before the Adopted Animal is removed from the LFHR property.
  - a. This adoption donation will be refunded if the horse is returned within 30 days of the execution of this agreement.
4. The Adopter will at his/her own expense care for the Adopted Animal in accordance with LFHR Adopted Animal Care Guidelines. Such care and maintenance required includes, but is not limited to: providing the Adopted Animal with adequate and proper amounts of wholesome feed and fresh water; safe and adequate shelter, which shall include at least a stall, run-in shed and turnout of at least one acre of pasture per animal; hoof care no less often than every six to eight weeks; any required veterinary attention including yearly vaccinations of Rabies, EWT, Rhino, Flu, and any other vaccinations which may be recommended in the location; and treatment as preventative care against parasites such as deworming no less often than every six to eight weeks or as recommended by a licensed veterinarian.
  - a. LFHR may at any time request a receipt of proof of any or all of the above required actions. Should the Adopter fail to provide LFHR with the proof within ten business days subsequent to the request, the Adopter shall be considered in breach of this Agreement, rendering LFHR's obligation to allow possession of the Adopted Animal null and void, and terminating this Agreement.
5. The Adopter agrees to provide a companion equine for the Adopted Animal.
6. The Adopter will provide to LFHR at the time this Agreement is signed with the name of the veterinarian who will care for the Adopted Animal. The Adopter grants LFHR full access to any records on the care of this animal and the name and address of any subsequent veterinarian used for the Adopted Animal's care.
  - a. Veterinarian: \_\_\_\_\_
  - b. Telephone \_\_\_\_\_
7. The Adopter understands that the Adopted Animal may have specific health limitations due to previous history of abuse or neglect. LFHR hereby provides the Adopter with the health records of the Adopted Animal that were known to LFHR at and/or after LFHR gained possession of the Adopted Animal. The Adopter agrees that the following disclosures are merely opinions and in



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no way amount to claims, representations, or warranties as to the temperament, health, or mental disposition of the Adopted Animal.

- a. Health History: \_\_\_\_\_
  - b. Required Medications and/or Supplements: \_\_\_\_\_
8. The Adopter understands that there may be limitations regarding the type of riding appropriate to the Adopted Animal. The Adopted Animal may only be ridden in accordance with those limitations to ensure there will be no additional injuries to the Adopted Animal or to the Adopter.
- a. Riding Limitations: Untrained
9. The Adopter agrees to hold LFHR free from all liability to any person(s) or damage to or loss of property, caused by any reason whatsoever related to the Adopted Animal, effective immediately once physical possession has occurred.
10. The Adopter agrees to notify LFHR upon execution of this Agreement of the exact location of the facilities where the Adopted Animal will be kept.
- a. \_\_\_\_\_ -
11. The Adopter agrees that a representative of LFHR may make unannounced visits to the facility where the Adopted Animal is kept at any reasonable time to confirm the Adopter is providing adequate care in pursuant to the terms of this Agreement.
12. Should the Adopter desire to move the Adopted Animal from the initial facility to a different facility after the Adopter assumes possession of the Adopted Animal, the Adopter agrees to notify LFHR at least 10 business days in advance of the proposed move to the new facility. The new location must be approved by LFHR prior to the Adopted Animal being moved to the new location.
13. The Adopter agrees that under no circumstances will the Adopted Animal be used for breeding purposes.
14. The Adopter agrees to notify LFHR immediately upon the death of the Adopted Animal, and to provide veterinary certification as to the cause of the Adopted Animal's death within five business days after such death.
15. If for any reason the Adopter is unwilling or unable to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately notify LFHR, and allow LFHR to regain possession of the Adopted Animal. Under absolutely no circumstances shall the Adopted Animal be sold to slaughter.
- a. As an alternative to LFHR regaining possession of the Adopted Animal, the Adopter may choose to rehome the animal but agrees to provide LFHR with contact information on new owner. Under no circumstances shall the Adopted Animal be sold at auction.
16. The Adopter agrees to notify LFHR and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are normal and incident to regular



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horse maintenance. The Adopter under no circumstances shall cause the Adopted Animal to be put down or otherwise humanely destroyed without first consulting LFHR and a veterinarian.

17. In the event that LFHR determines the Adopter is in breach of any term of this Agreement, or becomes aware of the Adopter's involvement with any humane society or animal control agency involving a warning or citation for inhumane treatment of any animal, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, LFHR may enter onto the premises of the facility where the Adopted Animal is being kept and retake possession of the Adopted Animal. Should the Agreement be rendered null and void due to any breach of this Agreement, the Adopter is not entitled to any reimbursement of any funds whatsoever directly or indirectly related to the Adopter's possession of the Adopted Animal.
  - a. In the event that the Adopter breaches any term of this Agreement and renders the Agreement null and void, in addition to the repossession rights set forth above, the Adopter agrees to pay to LFHR the sum of One Thousand and 00/100 Dollars (\$1,000.00) as liquidated damages.
  - b. Adopter agrees to pay any and all reasonable attorney fees and any and all court costs of LFHR in the event any matter under this Agreement is forwarded to any attorney for enforcement of LFHR's rights and remedies under this Agreement.
  - c. This Agreement and the rights and obligations of the parties hereto shall be subject to and interpreted under the laws of the State of Maryland. The parties also consent to jurisdiction of the courts of Maryland for all purposes and for any disputes arising hereunder.
18. This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.
19. If any term of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each term shall be valid and enforceable to the fullest extent permitted by law.
20. All notices, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent registered or certified mail, return receipt requested, property addressed, and postage as follows:
  - a. If to LFHR  
Lost and Found Horse Rescue Foundation, Inc.  
15800 Darnestown Road  
Germantown, MD 20874

If to Adopter:  
Name/address



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This Agreement and any exhibits, attachments, or addenda represents the entire Agreement of the parties relating to the adoption of the Adopted Animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the referenced animal other than those incorporated herein.



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In witness whereof this Adoption Agreement has been executed as of the day and year first above written.

Adopter:

\_\_\_\_\_ (sign name)

(print name)

(Phone)

\_\_\_\_\_ (Driver's License Number)

Or SSN \_\_\_\_\_

LFHR:

By: \_\_\_\_\_ Bethany Serafin