



Dreamchaser Horse Rescue & Rehabilitation Adoption Contract

This Adoption Contract (this “Agreement”) is entered into by and between the Dreamchaser Horse Rescue & Rehabilitation, a non-profit corporation (hereinafter “DHRR”), and the undersigned individual, on his/her own behalf and on behalf of his/her heirs, executors, representatives, successors and assigns, if any (hereinafter, collectively, “Adopter”). In consideration of the mutual promises in this Agreement, and other good and valuable consideration, the sufficiency of which both parties hereby acknowledge, DHRR and the Adopter agree to the following terms and conditions, intending to be legally bound:

1) The Animal

This Agreement relates to, and provides the terms and conditions for the adoption of the following animal:

Name _____ Color _____
 Species _____ Breed _____
 Gender _____ Age _____

2) The Adoption Fee:

For the total sum of \$ _____, DHRR agrees to place and Adopter agrees to adopt the Animal on the terms and conditions set forth in this Agreement (“Adoption Fee”)

3) The Payment Terms

Adopter agrees to pay the total Purchase Price in two installments: (1) a deposit in the amount of \$ _____ shall be paid to DHRR on the date the parties execute this Agreement and (2) the balance in the amount of \$ _____ shall be paid to DHRR on the day the Animal is physically delivered to Adopter. Each payment shall be paid by certified check or money order, payable to Dreamchaser Horse Rescue and Rehabilitation.

4) The Warranties

- (a) DHRR covenants that it is the lawful owner of the Animal; that it has the right to adopt out the Animal; and that it will warrant and defend its ownership of and right to adopt out the Animal against lawful claims and demands.
- (b) DHRR makes no other promises, express or implied, including but not limited to any warranties of merchantability, fitness or suitability for a particular purpose, unless expressly provided in subparagraph 4(c) below.
- (c) DHRR warrants the following:

5) The Transfer of Ownership

_____/_____
Initial

Once DHRR has received payment in full of the total Adoption Fee specified in Paragraph 2 and 3 above, DHRR shall transfer title of the Animal to Adopter and deliver Animal to Adopter as agreed (“Delivery Date”). Adopter shall, from that time forward, be fully responsible for the Animal’s care and maintenance.

Physical transfer of the Animal will be done pursuant to the terms written herein and all costs of said transfer shall be paid by Adopter. Terms of physical transfer:_____

In the event that Adopter transfers ownership of Animal back to DHRR, Adopter understands that said transfer will be made pursuant to making an appointment for said return to DHRR and Adopter bearing all costs of said return transfer.

6) The Care

Adopter agrees to maintain and care for the Animal in accordance with the Missouri Cruelty to Animal Statutes Chapter 578. Adopter shall permit a representative of DHRR to enter upon his/her property and premises at any reasonable times as DHRR may request, for the purpose of inspecting the Animal to determine if Adopter is complying with the Chapter. The Animal may not be relocated, sold, leased or loaned to any other person or entity without the express prior written permission of DHRR. **There is to be no breeding of this animal.**

Adopter further agrees and understands that this Animal has been adopted for the sole purpose of recreational/companion use to Adopter.

7a. The Money-back Guarantee

Within 30 days after the Delivery Date, Adopter may return the Animal to DHRR for a full refund of the Purchase Price paid only.

7b. The Right of First Refusal

Adopter guarantees for consideration of \$_____ paid and delivered by DHRR to Adopter, that if Adopter wishes to sell the Animal or is at any time unwilling or unable to care for the Animal in accordance with the Act, Adopter shall return said Animal to DHRR in exchange for a tax deduction equal to the fair market value of the Animal. **Under no circumstances can this Animal be sold.**

8. The Risk of Loss

DHRR assumes all risk of loss relating to the Animal until the Animal is physically transferred to Adopter.

9) The Liability

DHRR is not liable for any bodily injury or property damage, losses or injuries whatsoever to Adopter or to any other persons, or to Adopter’s or to any other person’s animals, caused by the actions, behavior or health of the Animal.

_____/_____
Initial

_____/_____
Initial

10) The Law

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

11) The Breach

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs incurred in enforcing and/or nullifying this Agreement. This agreement supercedes all other oral or written agreements.

Executed this _____ day of _____, 20 _____

Adopter:

Dreamchaser Horse Rescue & Rehab:

Signature

Signature

Print Name

Print Name

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone

Phone

Email

Email