

#1234 BUSTER - ADOPTION CONTRACT



Gentle Spirit Horses Rescue

29571 419th Ave
SCOTLAND, SD 57059

info@gentlespirithorses.org

Animal Information

Name: 1234 - Buster
Species: Dog
Breed: Border Collie
Gender: Male
Birthday: December 01, 2024
Age: N/A
Altered: N/A
Microchip: N/A

Adopter Information

Name: John Doe
Address: 79 Madison Ave, 15th Floor, New York, NY 10016
Phone: (555) 555-5555
Email: jdoe@animalsfirst.com

August 3, 2026

Gentle Spirit Horses Rescue exists to provide horses with safe, lifelong homes. This Agreement is designed to protect the Adopted Animal while supporting adopters throughout the horse's lifetime. Our hope is that this Agreement simply serves as a framework for a successful partnership and is never needed beyond ensuring every adopted horse always has a safe place to land.

This Adoption Agreement (this "Agreement") is entered into by and between GENTLE SPIRIT HORSES RESCUE & SANCTUARY, a South Dakota non-profit corporation located at 29571 419th Ave, Scotland, SD 57059 ("GSH") and the "Adopter" identified above in "Adopter Info" section. 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:

Section 1: Purpose & Continuing Conditions

This agreement outlines the terms and conditions of adopting a horse from Gentle Spirit Horses Rescue (GSH). The goal is to ensure the horse's lifelong safety, health, and well-being. The adopter agrees, pursuant to and in accordance with the terms and conditions of this Agreement, to adopt and provide care for the equine identified above in the "Animal Info" section. This agreement is subject to all conditions set forth herein.

GSH agrees to transfer possession of the Adopted Animal to Adopter, subject to the continuing conditions set forth in this Agreement.

Section 2: Adoption Fee and Trial Placement

- Adoption Fee:** The adopter understands that a **non-refundable adoption fee** is due to Gentle Spirit Horses Rescue (GSH) by the adopter. This adoption fee must be paid in full before the adopted animal is removed from GSH's premises, unless a written financial agreement has been made with GSH and attached to this agreement.
- Trial Placement:** The adopter will have a **30-day trial period** commencing when the horse leaves the GSH property, during which the adopted animal can be returned for a **refund of the adoption fee**, less any costs for veterinary care needed due to injury, poor care, or transport costs if GSH must arrange to pick up the horse.
- Adoption Acceptance and Condition of Animal:** Adopter warrants that Adopter has inspected the Adopted Animal and agrees to accept possession in the Adopted Animal's present "as is" condition. Adopter specifically acknowledges that GSH makes no representation or warranty to Adopter about the health or temperament of the Adopted Animal or its suitability or safety for the purposes now or hereafter intended by Adopter. The Adopter acknowledges that they have had the opportunity to evaluate the animal's condition during the trial period and understands that any issues discovered after the trial period are not the responsibility of GSH unless otherwise stated in this agreement.

Section 3: Prohibited Uses

The adopter agrees that the following actions are strictly prohibited under this agreement:

4. **Breeding:** The adopted horse may not be bred under any circumstances. If a breeding occurs—whether intentional or accidental—any foal produced will be considered covered by this same agreement. The adopter will be responsible for any costs related to the care, foaling, or transfer of the horse and foal. Breeding is considered a serious violation of this agreement and may result in immediate repossession.
5. **Sale or Transfer:** The Adopter shall not abandon, sell, give away, lease, transfer ownership of, or permanently relinquish possession of the Adopted Animal without the express written consent of GSH.
6. **Physical Harm or Abuse:** The adopter shall not engage in any form of physical abuse or neglect toward the adopted animal.
7. **Failure to Provide Adequate Care:** The adopter shall ensure the animal is provided with safe shelter, proper nutrition, regular veterinary care, and hoof care.

Any violation of the above terms will be considered a breach of this agreement, and GSH reserves the right to reclaim the adopted animal and take any necessary legal action.

Section 4: Location and Liens

Notification of Address Change: The Adopter agrees to inform GSH of the physical address where the Adopted Animal will reside. Any permanent change in the location of the horse must be reported to GSH in writing within **14 days** of the Adopter's move. Failure to provide such notice may be considered a breach of this agreement.

Board and Liens: The Adopter is fully responsible for all fees associated with the care and maintenance of the Adopted Animal, including but not limited to board, veterinary care, and other necessary expenses. In the event that the Adopter fails to pay any fees or obligations related to the care of the Adopted Animal, GSH retains the right to reclaim the horse.

If GSH is required to pay any overdue or past-due board, veterinary bills, or other costs incurred as a result of the Adopter's failure to do so, the Adopter agrees to reimburse GSH for those costs within a reasonable timeframe. The Adopter further agrees that GSH reserves the right to pursue legal action to recover any amounts paid by GSH on the Adopter's behalf.

GSH's rights to the Adopted Animal, including possession and title, supersede any claims or interests held by the Adopter, including but not limited to claims arising from unpaid bills.

Section 5: Death/Euthanasia

The adopter has full discretion in making euthanasia decisions regarding emergency situations and quality of life issues. However, if a non-life-threatening condition arises that may be treatable, the adopter agrees to contact GSH before making any decisions regarding euthanasia to explore possible treatment options.

In the event of the death of the adopted animal, the adopter agrees to notify GSH within seven calendar (7) days.

Section 6: Reporting Requirements

The adopter must provide an annual status report, due on the last day of the month in which the horse was adopted or within seven (7) days of a request from GSH. The report must include current photographs, a narrative of the Adopted Animal's condition and progress, and any changes in location. The report can be submitted via email, phone call, or other mutually agreed-upon methods of contact, such as text, video updates, or scheduled visits.

Section 7: Termination of Agreement by Adopter

If the Adopter is no longer willing or able to care for the Adopted Animal as required by this Agreement, the Adopter shall promptly notify Gentle Spirit Horses Rescue (GSH). The Adopted Animal shall be returned to GSH at the Adopter's expense unless otherwise agreed in writing by GSH. Adoption fees are non-refundable after the 30-day trial period.

After the Adopted Animal has remained in the Adopter's care for **at least two (2) consecutive years** and the Adopter has remained in compliance with this Agreement, the Adopter may apply to rehome the Adopted Animal under GSH's current Rehoming Policy. Approval is at the sole discretion of GSH and not guaranteed.

If approved for rehoming, any prospective adopter must complete GSH's adoption application, be approved, and execute a new adoption agreement before taking possession of the Adopted Animal.

Section 8: Remedies upon Breach

Repossession of Adopted Animal

If GSH determines that the adopter has violated any term of this agreement, or if the adopter becomes involved in any action (such as a warning or citation from an animal control agency) that involves inhumane treatment of the adopted animal or other animals, this agreement will be considered automatically null and void. In such cases, GSH may take immediate possession of the animal, without cause or warrant, and remove it from the adopter's property. The adopter agrees to allow GSH representatives to do so without recourse.

from the adopter or third parties.

Liquidated Damages

If this agreement is rendered null and void due to a breach by the adopter, the adopter agrees to pay GSH the fair market value plus a \$5,000 penalty for each adopted animal as liquidated damages. The adopter acknowledges that actual damages for such a breach would be difficult to calculate, and this amount represents a reasonable estimate of GSH's potential losses.

Attorney's Fees and Court Costs

If any legal action is required to enforce this agreement, the adopter agrees to pay all reasonable attorney's fees and court costs incurred by GSH in connection with such action.

Section 9: Miscellaneous Provisions

Liability and Risk of Loss. Upon taking possession of the Adopted Animal, Adopter assumes all risk of loss, damage, or injury related to the animal, and agrees to indemnify and hold GSH harmless from any claims, damages, or liabilities resulting from Adopter's possession or care of the Adopted Animal.

Assumption of Risk of Equine Activity. The Adopter acknowledges that the Adopter has been notified and hereby assumes all of the risks inherent in equine activity, including but not limited to, any of the following: a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; c) Hazards, including, but not limited to, surface or subsurface conditions; d) a collision with another equine, another animal, a person, or an object; e) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

Choice of Law. This Agreement shall be governed by the laws of the State of South Dakota, and the parties consent to the jurisdiction of South Dakota courts for any disputes arising from this Agreement.

Modifications. This agreement shall not be modified or amended except by a writing signed by all of the parties hereto.

Severability/Rules of Construction. If any provision of this Agreement shall be held invalid, 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.

Assignment. Adopter may not assign or transfer their rights or obligations under this Agreement without the prior written consent of GSH. Any assignment without consent will not relieve Adopter of their responsibilities under this Agreement unless explicitly released by GSH.

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.

Entire Agreement; Modifications. This Agreement and all Exhibits, attachments, or Addenda represents the entire agreement of the parties relating to the adoption of the Adopted Animal and can only be amended by a writing executed by both parties hereto. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

Binding Effect. The terms and conditions of the Agreement shall be binding upon and shall inure to the benefit of GSH and Adopter, its and their heirs, executors, administrators, successors, and permitted assigns.

Notices. All notices under this Agreement shall be deemed delivered when sent via USPS, Federal Express, UPS, facsimile, or electronic means to the addresses provided by the parties. Both parties agree to notify each other promptly in writing of any change in notice address.

Section 10: Certification.

I certify that all statements made by me in this adoption agreement are true and correct. I understand that GSH has the right to repossess the Adopted Animal if any statements made by me are found to be untrue, or if my payment for the Adoption Fee is returned for any reason. In either case, any payments made will be forfeited.

Signature

Signed on: August 3, 2026 11:05 PM