

## **Hidden K Stables Rescue & Rehabilitation Rehoming Contract**

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In consideration of receiving custody of \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, I the undersigned rehoming applicant hereby agree to care for \_\_\_\_\_ humanely, including but not limited to adequate food, water, shelter and veterinary care in accordance to the jurisdiction in which I reside. I will comply with all licensing and legal requirements to maintain the rescued equine in this location (i.e. Coggins, etc.). I understand that by signing this, I indicate my intent to provide life-long, excellent care to a previously at-risk equine.

I agree that I have had adequate and appropriate opportunity to view and trial the above equine prior to rehoming, and that at the time of rehoming, I feel the rescued equine is an appropriate addition to my home and lifestyle.

I agree that said animal shall not be used for any medical or experimental purposes. I agree not to sell said animal or rehome it in any fashion during my first three years of rehoming. I understand that at the end of the three year period, I may rehome or sell said equine in accordance with Hidden K Stables Rescue & Rehabilitation policy after pursuing a transfer of ownership from the Rescue to the Rehoming individual, which includes offering the organization the right of first refusal. Regardless of my duration of ownership, I agree not to breed said rescued equine. I agree to maintain appropriate companionship of the equine at all times.

I understand that I am responsible for maintaining board on the equine at Hidden K Stables or paying for/arranging transportation the equine's new location. Hidden K Stables may transport the horse for the current standard going rate upon separate contract with the rehoming individual if said individual wishes to make this arrangement and Hidden K Stables is able to accommodate the request. I understand that upon receipt of my approval of Rehoming, I will have 7 days to confirm my intent to rehome the rescued equine. From the time I commit to rehoming said equine, I will have 7 days to make arrangements for the equine, either at Hidden K Stables or another location of my choice. If I am not able to relocate the equine by that time, but plan to take him/her to another site, I will be responsible for paying board at Hidden K Stables for each day the equine is there past the allotted 7 day mark.

I agree to allow Hidden K Stables Rescue & Rehabilitation access to my property and to the rehomed equine at any point either by appointment for scheduled visits (i.e. 3 month, 6 month, 1 year, 2 year and 3 year site reviews) and without notice if requested by the Rescue. I agree that Hidden K Stables Rescue & Rehabilitation has the right to request that I correct any deficiencies identified at the inspections, and that they have the right to resume possession of the rehomed equine at any time if those deficiencies are not corrected in the time frame specified when the deficiency is noted. I agree to maintain updated contact information with Hidden K Stables Rescue & Rehabilitation. I will notify Hidden K Stables Rescue & Rehabilitation within 15 days of any major injury to or death of the equine.

I understand that upon rehoming the equine, if I determine that it is not a suitable match/home for the equine, I will notify Hidden K Stables Rescue and Rehabilitation within 90 days in regards to return of the equine. The equine must be maintained in his/her prior state of health at the time of return, as injury is a possibility with any equine and is not considered grounds for return. The Rehoming Fee may be partially returned on a prorated basis as follows if the equine is returned in good condition:

1. Less than 15 days - 75% Rehoming Fee Returned
2. 16 – 30 days – 50% Rehoming Fee Returned
4. 31-60 days – 25% Rehoming Fee Returned
5. Greater than 60 days – 0% Rehoming Fee Returned

I agree that if at any point, I am concerned I will not have the resources to care for the rehomed equine, I will notify Hidden K Stables Rescue & Rehabilitation immediately so that Hidden K Stables Rescue & Rehabilitation may assist in attempts to maintain the rehomed equine in said animal's new home. If this is not feasible, I will allow Hidden K Stables Rescue & Rehabilitation to resume care of the equine if there is space and funding to allow such at the rescue; if this is not possible I will allow Hidden K Stables Rescue & Rehabilitation to assist me in rehoming the equine. Under no circumstances will I sell or trade the equine to slaughter, auction, a known horse trader or other situation that places the equine at risk of injury, mistreatment or death. While inability to care for the equine is the primary reason for return, I have the right to petition the Board of Directors for return of the equine at any time for any reason; if they do not approve my petition, the Board of Directors will be responsible for making reasonable efforts to assist in Rehoming. If there is untimely demise of the owner/rehoming individual, the equine may automatically revert to the care of Hidden K Stables Rescue & Rehabilitation if another family member is not willing to assume care of the equine.

I hereby release and discharge Hidden K Stables Rescue & Rehabilitation and the volunteers and Board of Directors of Hidden K Stables Rescue & Rehabilitation from any and all actions, causes of action, claims, suits, liabilities, and demands of any nature, at law or in equity, that may be asserted, and hereby agree not to sue any of the Hidden K Stables Rescue & Rehabilitation Board of Directors, Placement Officers or Volunteers, for any and all loss, injury, costs, or damages of any nature whatsoever, whether caused by the negligence (or otherwise) of any of the Hidden K Stables Rescue & Rehabilitation Board of Directors or Volunteers, which may be incurred or suffered by me in connection with the possession of the equine, including, without limitation, actions arising out of the conduct, behavior, or disposition of the equine during my possession of it. I understand that horseback riding and equine management is an inherently dangerous sport, and that as such the Board of Directors, Rescue, and Volunteers are not responsible for the behavior of said equine.

I also agree to indemnify and hold harmless Hidden K Stables Rescue & Rehabilitation Board of Directors and Volunteers from and against any and all actions, causes of action, claims, suits, liabilities, demands, damages, costs, expenses, liabilities, obligations, debts, dues, bonds, covenants, contracts, agreements, and judgments that may be asserted

against any of the above-mentioned parties, including, without limitation, those brought by any third party on my behalf or on his or her own behalf, arising out of or in any way relating to, (i) any act or omission committed or omitted by me in connection with this placement or otherwise arising out of the placement of the equine, (ii) my possession of the equine, or (iii) any conduct, behavior, or disposition of the equine during my possession. This release and indemnification shall be binding upon me and my personal representatives and heirs.

I also understand that Hidden K Stables Rescue & Rehabilitation will not be responsible for any medical care (or cost thereof) required after placement of the animal. In addition, Hidden K Stables Rescue & Rehabilitation cannot be held responsible for the conduct, behavior, or disposition of this equine after its placement.

Unconfirmed and unverified information has been voluntarily provided to Hidden K Stables Rescue & Rehabilitation by the releasing individual or agency. Additional information with regard to the history or physical condition of the equine prior to arrive at the Rescue is often unavailable; therefore, Hidden K Stables Rescue & Rehabilitation make neither warranty nor guaranty, expressed or implied, with regard to the physical condition of the equine, its background, nor its suitability or compatibility.

If the equine is returned for any reason at any time, he/she must be returned to the point of adoption or to a place mutually agreed upon in consultation with a Hidden K Stables Rescue & Rehabilitation Board member. The adopter must also provide the means by which the equine is returned and cover any expenses involved in returning the equine unless otherwise approved by the Board of Directors.

This placement contract is the entire agreement of the parties with respect to the subject matter contained herein. If any portion of this placement contract is held invalid by a court of competent jurisdiction, the remainder of the placement contract shall continue in full legal force and effect.

Rehoming Fee: \_\_\_\_\_

\_\_\_\_\_  
Rehoming Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Directors Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Application Reviewer

\_\_\_\_\_  
Date