



## RISEN FROM THE ASHES

Horse & Animal Rescue

26 NW 701 Road  
Centerview, MO 64019

Telephone: (816) 654-4881 Email: risenfromashes1@gmail.com

### **ADOPTION CONTRACT**

This Adoption Contract (this "Agreement") is entered into by and between the Risen From The Ashes horse and animal rescue, a 501c3 non-profit organization (hereinafter "RFA"), 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, RFA and the Adopter agree to the following terms and conditions, intending to be legally bound:

#### **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: \_\_\_\_\_

Pregnant: YES NO NA

*If the Animal is pregnant during or after the adoption process, the offspring born of the Animal is subject to all terms and conditions set forth in this Agreement. I acknowledge the above (Initial): \_\_\_\_\_*

Castration Performed: YES NO NA

*Male Animal Castration is Mandatory. If the Animal has not been castrated prior to adoption, it is the sole responsibility of the Adopter to have a licensed veterinarian perform a castration to the Animal in a timely manner. I acknowledge the above (Initial): \_\_\_\_\_*

#### **The Warranties:**

RFA 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.

RFA makes no other promises, expressed or implied, including but not limited to any warranties of merchantability, fitness or suitability for a particular purpose, unless expressly provided below:

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THE ADOPTER ACKNOWLEDGES THAT ANIMALS ARE INHERENTLY DANGEROUS AND THAT THE ADOPTED ANIMAL MAY HAVE BEEN ABUSED, NEGLECTED, AND/OR STARVED TO AN EXTENT WHICH MAY IMPACT IT'S RELATIONSHIP TO PEOPLE AND OTHER ANIMALS. RFA HAS LIMITED KNOWLEDGE OF THE ADOPTED ANIMAL'S RESPONSE TO VARIOUS CIRCUMSTANCES. ACCORDINGLY, RFA 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.

### **Breeding Limitations**

The Adopter agrees that the adopted Animal WILL NOT BE USED FOR ANY BREEDING PURPOSES or used in breeding programs. If the adopted Animal is pregnant at the time of adoption or is bred after adoption, RFA is the lawful owner of the Animal's Offspring and the Animal's Offspring becomes subject to all terms and conditions regarding the original "Animal" set forth within this Agreement. **There is to be no breeding of the Animal.**

### **Boarding the Animal**

If the Adopter is boarding the Animal at a facility or any location off the adopter's personal property, the name, address, and contact information of the facility and property owner must be given to RFA. Any and all changes of boarding facilities or long-term movement of the Animal to another property must be shared with RFA forty-eight (48) hours prior to the relocation of the Animal. The Adopter agrees that the Animal's board must be paid on time. Failure to pay board resulting in a lien on the Animal by the boarding facility is considered abandonment and a breach of contract in which RFA has all rights to repossess the Animal. Boarding fees and any costs associated with housing the Animal is the sole responsibility of the Adopter.

### **Return of the Animal:**

If, for any reason, the Adopter is unable or unwilling to care for the Animal set forth in this Agreement, the Adopter will immediately notify RFA and allow RFA to retain possession of the Animal. No adoption fees will be refunded if the Animal is returned to RFA, unless documented prior to the adoption. Adopter agrees to make reasonable accommodations for RFA's repossession of the Animal. **Under no circumstances can this Animal be sold.**



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**UNDER NO CIRCUMSTANCES SHALL THE ADOPTER ATTEMPT TO OR PURPORT TO SELL, TRADE, ABANDON, BREED, HIDE, TRANSFER OR OTHERWISE GIVE THE ADOPTED EQUINE AWAY. UNDER NO CIRCUMSTANCES SHALL THE ADOPTED EQUINE BE SOLD TO AUCTION OR FOR SLAUGHTER.**

**Remedies Upon Breach:** Upon Adopter's breach of any term of this Agreement, or upon Adopter's involvement with any humane society or animal control agency that results in a warning or citation for the inhumane treatments of any animal, RFA may enter onto the premises and into the facilities where the adopted Animal is being kept and may retake possession of the Animal. In the event any term of this agreement is breached, the Adopter shall not be entitled to any reimbursement of any funds whatsoever directly or indirectly related to the Adopter's possession of the Animal.

If the Adopter sells, trades, abandons, breeds, transfers ownership, or otherwise gives the adopted Animal away, the Adopter will be charged a minimum of \$1,500 to include damages, attorney fees, court fees, and all other costs associated with the recovery of the adopted Animal.

**Acknowledgement of above BREACH OF CONTRACT \$1,500 Fee Minimum:**

Adopter: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Date: \_\_\_\_\_

**Adopter Responsibility:**

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 RFA to enter upon his/her property premises at any reasonable times as RFA may request, for the purpose of inspecting the Animal to determine if Adopter is complying with the Chapter. Adopter assumes all medical expenses and must keep up to date veterinary (yearly shots, coggins, worming, and any associated medical of the Animal) care and farrier care (every 6-8 weeks), including payments. The adopted Animal will be housed in an environment with secure fencing, access to clean water, fed daily (hay, grain, and/or grass pursuant to the specific needs of the Animal), and have access to a lean-to, shed, barn, or stall during inclement weather. Adopter will make all reasonable attempts to adequately care for adopted Animal that is in their possession.

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



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### **Financial Obligations:**

RFA has no financial obligations for the adopted equine after the equine is physically transferred to the Adopter. RFA assumes all risk of loss relating to the animal until the Animal is physically transferred to Adopter.

### **Assignability:**

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. The rights and obligations of the Agreement are not assignable by either party except upon written and signed agreement of the parties. Fraud or Failure to sign the adoption contract upon possession of the Animal may result in a breach of adoption, repossession of the Animal, and/or a police report being filed. 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 or provision to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each terms shall be valid and enforceable to the fullest extent of the law.

### **Adoption Fees:**

The adopter agrees to pay the equine's adoption fees prior to removal of the equine from the care of the rescue. Adoption fees must be paid in full, unless specifically stated within the adoption contract.

### **Transfer of Ownership:**

Once RFA has received payment in full of the total Adoption Fee specified, RFA shall transfer title of the Animal to Adopter and delivery or pick up date will be agreed upon. Adopter shall, upon delivery or pick up of Animal, be fully responsible for the Animal's care, maintenance, and other expenses.

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 RFA, Adopter understands that said transfer will be made pursuant to making an appointment for said return to RFA and Adopter bearing all costs of said return transfer.



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**Entirety of Agreement of Modifications:**

This Agreement and any attachments hereunder represents the entire Agreement of the parties relating to the adoption of the Animal. The Agreement shall not be modified or amended except in writing and when signed by all parties.

This Agreement was entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Representative of:

Risen From The Ashes

26 NW 701 Rd

Centerview, MO. 64019

(816) 654-4881

[Risenfromashes1@gmail.com](mailto:risenfromashes1@gmail.com)

Adopter Signature: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Adoption Fee: \_\_\_\_\_

Risen From The Ashes has no financial obligations for

Equine after equine is in possession of Adopter

Brand Inspection: \_\_\_\_\_

Tattoo: \_\_\_\_\_



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### Veterinary Information

Facility Name: \_\_\_\_\_

Primary Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### Farrier Information

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

Phone: \_\_\_\_\_

### Trainer Information

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

Phone: \_\_\_\_\_

### Reference 1

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

Phone: \_\_\_\_\_

### Reference 2

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

Phone: \_\_\_\_\_