

Adopter: _____

Horse: _____

Forever Morgans Rescue, Inc.
www.forevermorgans.org
P. O. Box 152
Castleton, VT 05735-0152



Forever Morgans Adoption Contract & Transfer of Ownership
For the Morgan Horse _____
AMHA Registration # _____

This agreement is for the protection of the horse, not to keep you from adopting one.
 This contract is legally binding; please read it carefully.

ADOPTER:

Name (First and Last): _____

Email address: _____

Primary Phone: _____

Alternate Phone : _____

Address: _____

HOUSING:

The adopted horse will be housed at:

Address: _____

Contact person:

Phone: (_____) _____ - _____

Email: _____

This is a boarding facility / private residence / other (if other, please explain).

The type of housing/shelter which will be provided for the horse is:

_____ (size _____)

The daily feeding will be done by _____ (person).

WAIVER OF LIABILITY:

By signing below, the adopter understands that Forever Morgans makes no representations or warranties concerning any horse offered for adoption through the programs, including but not limited to the condition, health, temperament, soundness, or fitness for particular purpose.

Adopter's Initials

Date

Adopter understands and agrees that Forever Morgans, its officers, directors, representatives, volunteers, agents, servants, and assigns, are not liable for any representations or misrepresentations concerning any horse offered for adoption through this program; all information listed on the website via www.forevermorgans.org, and/or divisions thereof, regarding any particular horse is based solely on information provided by the owners or authorized caretakers.

Adopter's Initials

Date

Adopter understands that their responsibility for expenses related to the adopted horse (veterinary bills, transport, etc.) exists from the time the adoption is approved and the adoption fee is paid and that Forever Morgans is not responsible for said bills, unless a written agreement of a Forever Morgans Board-approved exception exists prior to the signing of this document and is attached to this document. Adopter also understands that they must move adopted horse within two weeks of approval of adoption or pay board to the foster home.

Adopter's Initials

Date

I, _____(adopter), do hereby release Forever Morgans, its officers, directors, representatives, volunteers, agents, servants, and assigns (collectively "Releasees") of and from any liability arising from representations, misrepresentations, care and handling of the horses offered for sale either via www.forevermorgans.org or any divisions thereof.

Adopter's Initials

Date

I further agree that Releasees are not liable for the mistakes and/or negligence and/or intentional acts of service providers and/or contractors such as livestock haulers, veterinarians, or handlers who may at any time be in the care, custody and control of the horse I am adopting. I understand that I may pursue claims against such third parties for any damages caused by mistakes, negligence and/or intentional acts of such third parties during the time that my horse is in their care, custody and control.

Signed

Date

AGREEMENT:

It is agreed that if said animal is offered for sale in the future, that Forever Morgans will be notified and given First Right Of Refusal at the adoption fee you paid for the horse. Forever Morgans has fourteen (14) days in which to notify the adopter that it will exercise its First Right of Refusal from the date of notification by the adopter. If Forever Morgans opts not to exercise its First Right of Refusal, any new home found by the adopter must be approved by Forever Morgans prior to the horse being moved so that Forever Morgans may update its records and monitor the whereabouts, health and safety of the horse.

Adopter's Initials Date

It is further agreed that the horse may not be sold or transferred in any way into the custody of another person until such person completes a copy of the Application and Agreement and is approved by Forever Morgans Rescue, Inc., and the subsequent adopter/custodian shall be bound by the terms thereof.

Adopter's Initials Date

It is further agreed that this animal will only be transferred privately and will not be resold at any type of auction, horse broker, feed lot or slaughter destination.

Adopter's Initials Date

Finally, it is agreed that the horse is NOT to be bred without prior written approval by Forever Morgans, and any purchaser of a foal resulting from an approved breeding will complete a copy of the Application and Agreement and shall be bound by the terms thereof. Furthermore, if an adopted mare is discovered after adoption to have already been in foal when adopted, said foal is subject to the same conditions as the dam, such foal to be registered using the Forever Morgans prefix.

Adopter's Initials Date

In the event the undersigned fails to comply with the terms of this Application and Agreement, Forever Morgans reserves the right to commence legal proceedings to recover the horse, and the undersigned shall be liable for all costs including damages to Forever Morgans Inc. is assumed at a minimum of \$5,000.00, inclusive of attorney's fees, in connection with such legal proceeding.

Adopter's Initials Date

This offer is accepted by:

Signed _____ Date _____

*Adopter signature warrants that the buyer is at least 18 years of age at the time of signature and acknowledges receipt of the Processing Terms and Conditions contained within this agreement.

Office Use Only

Approved: _____ Date: _____

Forever Morgans Breeding Policy

Each horse we rescue is an individual, each is valuable to us just as they are, and each deserves the best care we can give them- for the rest of their life. Forever Morgans Rescue acknowledges that the Morgan breed is genetically very limited. Therefore Forever Morgans will allow occasional breeding on a case by case basis. In order for approval for any breeding to take place ALL of these requirements must be met, as determined by the Board of Directors:

1. Any adopter interested in breeding a Forever Morgan Rescue horse must submit their request in writing to the Board of Directors.
2. Any breeding must be approved IN WRITING by the Board of Directors of Forever Morgans Rescue BEFORE the mare is bred.
3. The foal must have an approved permanent home in place BEFORE the mare is bred. NO speculative breeding will be allowed.
4. Any Mare/Stallion considered for breeding must have no serious behavioral issues that may inhibit the animals ability to safely negotiate a breeding situation
5. Any Mare/Stallion considered for breeding must be in good physical and emotional condition
6. The resulting foal must be permanently adopted with a Forever Morgans contract, whether or not it is transferred to anyone else.
7. Forever Morgans must be reimbursed all monies expended on the mare/stallion if the foal is transferred to another adopter rather than retained by the mare/stallion's adopter
8. All foals not retained permanently by the adopter/breeder may be required to pay a \$100 fee to Forever Morgans Rescue to be used by Forever Morgans to track the foal for their lifetime
9. In no case will more than 2 foals be approved from a single mare .
10. Any animal found to have been bred without prior written permission will immediately become the property of Forever Morgans Rescue and will be removed from the adopters property within 30 days unless other arrangements are made in writing with Forever Morgans.

The Board may request an examination by a qualified veterinarian at the adopter's expense at any time during the approval process. The Board reserves the right to change or modify this policy at any time as they determine best fits the needs of any individual Forever Morgan Rescue horse. Any such change(s) will be provided in writing to the adopter requesting the breeding.

Adopter's Signature

Date

Forever Morgans Surrender Policy

Your Responsibilities if You Must Give Up Your Adopted Horse

Forever Morgans rescues are adopted out with the hope and assumption that the adoption will be permanent. We do not do “trial adoptions”. Your first responsibility is to take this seriously, knowing that while Forever Morgans is there as a safety net in case of serious life events (serious illness, death, bankruptcy, things of that nature), you have made a commitment to the Morgan you have adopted. These horses have already been considered “temporary” and let down by humans in the past; you are promising to be the human that shows them that not all humans consider them disposable. Please remember that sometimes it can take a few months, sometimes even up to a year, for a rescued horse to learn to trust again and show you who they really are as a result of the treatment they received by those people who considered them “temporary”. Your job is to be there for the long haul so they can be who they were meant to be.

If, however, life takes a path that indicates that you must surrender/rehome your adopted horse, these are your responsibilities at that point.

1. Your contract specifies that Forever Morgans has right of first refusal at the price you paid originally. You are to notify Forever Morgans FIRST before seeking to place the horse yourself. Forever Morgans has 14 days to exercise our right of first refusal. If we exercise our right of first refusal and take the horse into foster to be rehomed:
 - You will sign an Owner Surrender form releasing the horse to Forever Morgans.
 - You will sign the registration papers over to Forever Morgans Rescue, Inc.
 - You are responsible for transport to the foster home selected by Forever Morgans.
 - Within seven (7) days of Forever Morgans exercising their right of first refusal, you will provide Forever Morgans with current photos and a write-up on the horse intended to help us promote him to a new home.
 - You will be responsible for feed and care of the horse you adopted until Forever Morgans can find a foster home to move it to.

2. If Forever Morgans does not exercise our right of first refusal by taking the horse back into foster, at that point both you and Forever Morgans will seek to find a new home. Your responsibilities at that point are:
 - You will provide Forever Morgans with current photos and a write up on the horse intended to help us promote him to a new home.
 - You will speak to prospective adopters that Forever Morgans sends to you to give them the best possible picture of the horse.
 - You will seek to find a good forever home for the horse, and will, as agreed to in your contract, make sure the new prospective adopter completes and signs a Forever Morgans contract and is approved by Forever Morgans.
 - If you are charging an adoption fee for the horse, any Forever Morgans initial expenses above and beyond the adoption fee you paid initially will be reimbursed out of the proceeds. You may keep anything over that or donate it to Forever Morgans.
 - You will be responsible for care of the horse until a replacement adoptive home is found.

Adopter's Signature

Date