| Adopter:                     | -                 |
|------------------------------|-------------------|
| Horse:                       | — Forever Morgans |
| Forever Morgans Rescue, Inc. | roicve            |
| www.forevermorgans.org       | d 31              |
| Post Office Box 994          | 534()7            |

The daily feeding will be done by \_\_\_\_\_ (person).

Molalla, OR 9 ForeverMorga

| Post Office Box 994                           |   |
|---|---|
| Molalla, OR 97038                             | 501(c)3 nationwide Morgan rescue www.ForeverMorgans.org   |
| ForeverMorgans@hotmail.com                    |   |
|   | Adoution Contract & Transfer of Ownership   |
| _   | Adoption Contract & Transfer of Ownership   |
|   | gan Horse   |
| AIVIF   | HA Registration #   |
|   | ne protection of the horse, not to keep you from adopting one. stract 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 residen | nce / other (if other, please explain).   |
| The type of housing/shelter which will be     | e provided for the horse is:  |
|   | (size)  |

| 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.  |
|  |
| <del></del>  |
| 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.  |
| thereof, regulating any particular horse is based solely on anomation provided by the owners of 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.   |
| two weeks of approval of adoption of pay board to the foster nome.   |
|  |
| 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  |
| 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,   |
| 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  |
| 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 |
| 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  |

Date

Signed

## AGREEMENT:

| its First Right of Refusa any new home found b        | I from the date of n<br>y the adopter must | orever Morgans has fourteen (14) days in which to notify the adopter that it will exercise of the adopter. If Forever Morgans opts not to exercise its First Right of Refusal, be approved by Forever Morgans prior to the horse being moved so that Forever Morgans hereabouts, health and safety of the horse.           |
|---|--|--|
| Adopter's Initials                                    | Date                                       |  |
| •   | e Application and A                        | be sold or transferred in any way into the custody of another person until such person greement and is approved by Forever Morgans Rescue, Inc., and the subsequent erms thereof.  |
| Adopter's Initials                                    | Date                                       |  |
| It is further agreed that<br>lot or slaughter destina |  | nly be transferred privately and will not be resold at any type of auction, horse broker, feed   |
| Adopter's Initials                                    | Date                                       |  |
| resulting from an appro<br>thereof. Furthermore, i    | oved breeding will o                       | to be bred without prior written approval by Forever Morgans, and any purchaser of a foal complete a copy of the Application and Agreement and shall be bound by the terms is discovered after adoption to have already been in foal when adopted, said foal is subject to be registered using the Forever Morgans prefix. |
| Adopter's Initials                                    | Date                                       |  |
| commence legal procee                                 | edings to recover th                       | oly with the terms of this Application and Agreement, Forever Morgans reserves the right to the horse, and the undersigned shall be liable for all costs including damages to Forever \$5,000.00, inclusive of attorney's fees, in connection with such legal proceeding.  |
| Adopter's Initials                                    | Date                                       |  |
| This offer is accepted b                              | y:   |  |
| *Adopter signature wa                                 | -  | Date<br>er is at least 18 years of age at the time of signature and acknowledges receipt of the<br>d within this agreement.  |
|   |  | Office Use Only  |
| Approved:   |  | Date:  |

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

## **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.

| 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.  Forever Morgans does not exercise our right of first refusal by taking the horse back into foster, at that point they ou 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. |
|---|
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| 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.  |
| i   |