### ADOPTION AND TRANSFER OF OWNERSHIP APPLICATION FORM

# YOUR INFORMATION NAME: Last, First: Email address: Telephone: Address: Employed by/Title: Address: Telephone: **REFERENCES** Name and Relationship 1. Telephone: 2. Telephone: 3. Telephone: **DESCRIPTION OF ADOPTED EQUINE** Adopter is applying to adopt the equine identified below: <Completed by Second Chance Ranch Staff> Name: Color: Breed: Age:

Sex:



## TO BE COMPLETED BY APPLICANT

I currently own an equine:

If not currently, I have/have not owned an equine in the past:
The equine veterinarian who will care for this animal is:
Address:
Telephone:
The type of pasture, corral or stall which will be provided:
Size of space(s):
The equine will be kept at this address:
Boarding or Residence (circle one)
Daily Feeding/Care will be done by:
ADOPTION FEE
Adopter shall pay Second Chance Ranch of Delaware a one-time "Adoption Fee" that is payable upon execution of this Agreement by both parties. The adopter agrees to pay Second Chance Ranch of Delaware an adoption fee for Adopted Equine. The adoption fee is non-refundable.
By initialing, you have read and agree to this statement.
Adoption FEE: _\$TBD (2CR bases their adoption fee off of the cost of care since the animal's intake date. We only look to cover the cost of care so that we can continue to help animals in need)
Shipping fees if applicable:
Total: _\$ <mark>TBD</mark>

#### **WAIVER OF LIABILITY**

I, (buyer), do hereby release Second Chance Ranch of Delaware., its officers, directors, representatives, volunteers, agents, servants, and assigns (collectively "Releases") of and from any liability arising from care and handling of the equine offered for adoption. I further agree that Releases 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 equine 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 equine is in their care, custody, and control.

This Offer is accepted and signed	by:	
Date:		
Date.		

### **AGREEMENT**

Signing this application authorizes Second Chance Ranch of Delaware, to contact the above listed references and inquire about your equine experiences. If at any time, said equine suffers any form of abuse or neglect by buyer, or any subsequent owner, and this can be confirmed by Veterinarian, licensed Ferrier or an Officer of the law, Second Chance Ranch of Delaware reserves the right to recover the equine promptly, and with no further notification. Or the owner may return said animal to the rights of Second Chance Ranch of Delaware no questions asked. It is further agreed that any subsequent owner will complete a copy of the within Application and Agreement, and the subsequent owner shall be bound by the terms thereof. The undersigned agrees that this animal will only be transferred privately and will not be resold at any type of auction, horse broker, feed lot of slaughter. In the event the undersigned fails to comply with the terms of this Application and Agreement Second Chance Ranch of Delaware reserves the right to commence legal proceedings to recover the equine and the undersigned shall be liable for all costs, Inclusive of attorney's fees, in connection with such legal proceedings.

Adopter agrees that Second Chance Ranch of Delaware may exercise its rights under this paragraph and Adopter shall be obligated to pay all costs incurred by Second Chance Ranch of Delaware in enforcing this paragraph, including but not limited to, its reasonable attorney fees. (i) Second Chance Ranch of Delaware may, in its sole discretion, conduct random and unannounced visits to inspect the Adopted Equine and its environment. (ii) If Second Chance Ranch of Delaware, in its sole discretion, determines that Adopter is not in compliance with this Agreement or that the Adopted Equine is in an unsatisfactory condition or environment, Second Chance Ranch of Delaware shall have the right to, but not the obligation, to (i) terminate this Agreement (ii) terminate all interest and rights of possession that Adopter of its assignees may have in the Adopted Equine (iii) take possession of the Adopted Equine. If Second Chance Ranch of Delaware reclaims possession of the Adopted Equine, the following shall apply; (i) no court order shall be required for Second Chance Ranch of Delaware to enter upon the facility in which the Adopted Equine is kept and to reclaim possession of the Adopted Equine; (i) Adopter agrees to indemnify, release and hold harmless Second Chance Ranch of Delaware from any and all liability or claims associated with any expenses (including, without limitation; board, veterinary fees, farrier

charges, transportation fees) related to possession of the Adopted Equine up to the date that the Adopted Equine is returned to Second Chance Ranch of Delaware (ill) Adopter further agrees to indemnify, hold harmless and release Second Chance Ranch of Delaware from any and all liability or claims associated with Second Chance Ranch of Delaware's exercising its rights to reclaim the Adopted Equine (iv) Adopter shall not be entitled to the return of the Adoption Fee.

This Offer is accepted and signed by:	
Date:	
OFFICE USE	DATE:
Second Chance Ranch of Delaware Representative	e acknowledges this application.
Accepted and signed by:	Title:
	Title:
	Title:
Approved / Denied	
Reasoning:	