



**The Shepherd's Corner at Trinity Farm
Adoption Agreement**

4267 Courter Rd. SW, Pataskala, OH 43062
(740) 927-9774 · trinityfarm@yahoo.com

Adopter (Name): _____

D.O.B: _____

Current Address _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

This Adoption Agreement ("Agreement") is between the **Adopter** and **The Shepherd's Corner at Trinity Farm**, an Ohio not-for-profit corporation. The parties hereby agree as follows:
I, the above named Adopter, agree to abide by all of the following rules and regulations

regarding the adopted horse known as _____ (registered name)

Tattoo# (if any) _____ Distinctive marks/scars _____

Breed _____ Color _____ Sex _____ Age _____

1. Adopter agrees that for a twelve (12) month period following the execution of this Agreement, The Shepherd's Corner will retain an irrevocable and equitable ownership interest of the above adopted horse, during which time this Agreement may be unilaterally cancelled by The Shepherd's Corner, in its sole discretion, in the event Adopter breaches any of the terms of this Agreement. During this period of time, Adopter agrees to indemnify and release The Shepherd's Corner from any and all liability or claims associated with Adopter's possession of the above adopted horse. Other than violations described in paragraphs 7 and/or 12 below, after the completion of the twelve (12) months, The Shepherd's Corner will no longer have any legal or equitable interest and/or claim in the adopted horse.
2. Adopter agrees to not start any transitional training until the adopted horse has been residing at its new facility for a week. If the adopted horse is recovering from an injury, Adopter will need to wait until _____ to start any training.
3. If, during the first 60 days following execution of this Agreement, the adopted horse proves unsuitable for the purpose adopted, it can be returned at the Adopter's expense to The

Shepherd's Corner and the adoption fee will be refunded less 20%. Adopter agrees that after 60 days, but before the end of the initial twelve (12) months, if the Adopter can no longer keep the adopted horse for whatever reason, the adopted horse will be returned to The Shepherd's Corner at the Adopter's expense.

There will be no refund on the adoption fee after the initial 60 days following execution of this Agreement.

4. Adopter agrees to inform The Shepherd's Corner in writing and provide photos of the adopted horse's progress and condition in the third, sixth and twelfth months of the term of this agreement. After the initial twelve (12) months, updates on progress and condition are not mandatory, but are encouraged and welcome.

5. Adopter agrees and gives express permission to The Shepherd's Corner staff or representatives, the right to conduct random/unannounced visits to view the adopted horse during the first year of this Agreement. During that time, if the adopted horse is determined, in The Shepherd's Corner's sole discretion, to be in an unsatisfactory condition or in an environment that is contrary to the published and agreed upon (The) Shepherd's Corner's Standards of Care, (see paragraph 8) a meeting will be arranged between the adopter and representative(s) from The Shepherd's Corner to address the issues. If the issues cannot be resolved within a period of thirty (30) days, the adopted horse may be reclaimed without any refund of adoption fees being made to Adopter, and removed from its location without further court order.

6. Adopter agrees to keep the adopted horse at the below location. If at any time the adopted horse is moved to a different facility or location during the first (12) months, Shepherd's Corner will be notified in writing prior to the move.

Facility Address _____

Phone # _____

7. Adopter agrees that the Adopted Horse shall never be raced or sold in an auction under any circumstances. ENTRY OF THIS HORSE TO RACE OR IN AN AUCTION SHALL VOID THIS ADOPTION AGREEMENT AND OWNERSHIP SHALL IMMEDIATELY REVERT BACK TO THE SHEPHERD'S CORNER. Under these circumstances, the adopted horse may be removed from any premises by The Shepherd's Corner, including any racetrack or auction facility without court order.

8. Adopter agrees to provide the adopted horse with all of the following: proper training, food, water, shelter, worming and vaccinations in accordance with The Shepherd's Corner standards.

9. Adopter agrees that if, at any time, the adopter fails to pay expenses to his/her boarding stable for the adopted horse, The Shepherd's Corner will retrieve the adopted horse and reimburse the boarding stable for up to one month's board.

10. Adopter agrees that The Shepherd's Corner will have access to all veterinary care documents of the adopted horse upon request during the initial (12) month period.

11. The Shepherd's Corner agrees to disclose any information known to it concerning the adopted horse. However, **The Shepherd's Corner does not guarantee the soundness, temperament, or training of the adopted horse.**

12. **RIGHT OF FIRST REFUSAL.** If at any time the adopter wishes to sell, lease, trade, give away or in any way change control of the adopted horse after the initial twelve months of this Agreement, The Shepherd's Corner must be offered a right of first refusal and Adopter will notify The Shepherd's Corner by certified mail to the address listed herein with receipt confirmed. The Shepherd's Corner may purchase the adopted horse back for the adoption fees paid herein or by matching the bona fide offer, whichever is less. The Shepherd's Corner shall have thirty (30) days following receipt of notice to respond. Adopter agrees that any other forms of

notification are not valid and further agrees to provide The Shepherd's Corner with proof of a bona fide offer, including name, address and telephone number of intended new owner. Failure to notify The Shepherd's Corner of transfer of the adopted horse in violation of this Section 12 is grounds to void this Agreement at The Shepherd's Corner's sole discretion, and ownership of the adopted horse shall immediately revert to The Shepherd's Corner. At this point, the adopted horse may be removed from any premises by The Shepherd's Corner without court order. For purposes of clarification, this paragraph 12 hereof shall survive termination or expiration of this Agreement.

13. Adopter agrees to notify The Shepherd's Corner within 48 hours of death, loss or permanent disability of the adopted horse. In case of death, Adopter will provide a written cause of death statement for the adopted horse.

14. All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by Ohio law. In the event that any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within Licking County, Ohio will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction. The parties hereto hereby waive any right to trial by jury in matters arising out of this Agreement. THE SHEPHERD'S CORNER AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGE THE AFORESAID WAIVER OF RIGHT TO JURY TRIAL.

15. If any part of this contract is breached by Adopter, Adopter agrees to pay The Shepherd's Corner all attorney fees and all costs of legal action, including litigation, that The Shepherd's Corner may incur to enforce the terms of this Agreement.

16. Miscellaneous. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. Adopter may not assign or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of The Shepherd's Corner.

17. This Agreement, including any attachments hereto, contains the final and entire agreement of the parties and all other agreements, whether oral or written, made with respect to the subject and the transactions contemplated by this Agreement shall have no force or effect. No amendments, supplements or waivers of any provision of this Agreement shall be valid unless by an instrument in writing, signed by both parties hereto.

18. SURVIVAL. Adopter specifically acknowledges that this Agreement and all requirements and restrictions contained herein including but not limited to Sections 7 and 12, shall remain in effect regardless of change of ownership of the Adopted Horse at a later date. This Agreement shall at all times remain attached to the adopted horse's registration papers when available, or shall stand alone on its merits if such registration papers are not available.

**THE SHEPHERD'S CORNER AT
TRINITY FARM
ADOPTION PROGRAM**

ADOPTER

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Notarized