



4100 Conveyor Drive, Burleson, Texas 76028

ADOPTION CONTRACT & CONDITIONAL BILL OF SALE

NAME: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBERS: HOME: _____ CELL: _____ WORK: _____

EMAIL ADDRESS: _____

SOCIAL SECURITY NUMBER: _____ DRIVER'S LICENSE: _____

LOCATION OF THE ADOPTED HORSE IF DIFFERENT FROM ABOVE: _____

HORSE'S REGISTERED NAME: _____

COLOR: _____

SEX: _____

BIRTH DATE: _____

TATTOO (IF KNOWN): _____

Remember Me Rescue and Adopter, listed above, enter into this Adoption Agreement and Conditional Bill of Sale ("Agreement") and hereby agree as follows:

- 1) Adopter shall pay Remember Me Rescue an Adoption Fee in the amount of:
_____ (\$ _____).
- 2) Adopter acknowledges that the Adoption Fee is not the true value of the Adopted Horse.
- 3) Adopter acknowledges that as part of the consideration of this transaction Adopter hereby agrees to provide humane conditions for the Adopted Horse in accordance with the charitable purposes of Remember Me Rescue and pursuant to the "Additional Terms and Conditions" that follow the signatures to this Agreement.
- 4) In consideration of the Adoption Fee and Adopter's agreement to abide by the conditions of this Agreement, Remember Me Rescue shall relinquish possession of the Adopted Horse to the Adopter and Adopter shall accept the care, custody and control of the Adopted Horse subject to the terms of this Agreement. **Please Note: if you are under 21 a Parent or Legal Guardian must co-sign.**

BY: _____ ADOPTER _____

TITLE: _____ DATE: _____

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ADDITIONAL TERMS AND CONDITIONS:

- 1) **Amount due in the event of Violation of Agreement:** If the Adopter fails to comply with any term of this Agreement, Adopter agrees to pay Remember Me Rescue an additional \$5,000.00 plus all attorneys' fees and all costs of legal action, including litigation that Remember Me Rescue may incur to enforce the terms of this Agreement. Please note: should legal action become necessary, the case will be heard in Johnson County, Texas. Adopter acknowledges that the \$5,000.00 and costs are reasonable and just compensation in the event of Adopter's breach of contract under the circumstances of this transaction and in view of Remember Me Rescue's charitable purposes to provide for the humane care of horses. The compensation established is for a harm that is incapable or very difficult for accurate estimation at the time of the signing of this Agreement. In the event of the Adopter's noncompliance with any term of this Agreement, the \$5,000.00 and costs shall be due. _____

SHOULD THE HORSE BE FOUND AT AN AUCTION OR ON A KILL PEN LOT, THE AMOUNT RECOVERABLE FROM ADOPTER WILL BE TRIPLED (\$5000 X 3) PLUS VETERINARIAN EXPENSES, HAULING EXPENSES AND LEGAL FEES. PLEASE NOTE: THE LAST PERSON WITH A VALID CONTRACT ON THE HORSE WILL BE HELD RESPONSIBLE. PLEASE INITIAL THAT YOU UNDERSTAND THIS _____

- 2) **Liability and Risk of Loss:** Upon Adopter taking possession of the Adopted Horse, the Adopter shall assume the risk of loss and liability of the Adopted Horse and Adopter agrees to indemnify and release Remember Me Rescue from any and all liability or claims associated with the Adopter's possession of the Adopted Horse. Possession for this purpose shall be when the Adopted Horse is loaded on the trailer that shall transport the Adopted Horse from its current location. _____
- 3) **Transportation of Adopted Horse:** Adopter shall arrange and pay for the transportation of the Adopted Horse from its current location (4100 Conveyor Drive, Burleson, Texas 76028) to its new home. Should the horse have to be or be compelled to return to Remember Me for violation of this agreement, Adopter hereby agrees to pay for such return transportation of Adopted Horse.
- 4) **Return of Adopted Horse:** Should the Adopter for any reason, become unable to care for the Adopted Horse, the Adopted has the option to return the Horse to Remember Me Rescue at the adopter's expense providing Remember Me Rescue has the capacity and space. **There will be a \$500 return fee.** Remember Me Rescue will require at least 72 hours notice of the Adopter's intent to return said Adopted Horse. If there is a critical need to return the horse, the 72 hours may be waived at Remember Me Rescue's discretion. **RMR does not refund adoption fees!** Please initial indicating that you understand this _____.
- 5) **Racing or Auction:** Under **NO** circumstances is the Adopted Horse to ever be raced or consigned to an Auction of any type.
- 6) **Resale of Adopted Horse:** The Adopted Horse may not be re-sold or re-homed **WITHIN THE FIRST YEAR OF OWNERSHIP.** After the first year of ownership, the Adopted Horse can be sold or re-homed but **ONLY** with the written approval and consent of Remember Me Rescue. The new owner (and all future owners' of the Adopted Horse) must meet and comply with all original Remember Me Rescue's statutes and guidelines regarding the Adopted Horse as if the new owner was the original Adopter. Failure to inform Remember Me Rescue of the sale or re-homing of the Adopted Horse may result in the Adopted Horse being repossessed from the new owner with any court costs or attorneys' fees being transferred back to the original Adopter. Initial that you agree & understand _____

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- 7) **Reporting/Inspection:** Adopter shall provide regular updates (including pictures) on the Adopted Horse as agreed between Adopter and Remember Me Rescue. **Adopter agrees to allow Remember Me Rescue to inspect the horse at the Adopter's home with a 24 hour notice of intent to inspect.** _____
- 8) **Location of the Horse:** Adopter agrees to notify Remember Me Rescue both verbally and in writing if the location of the Adopted Horse is changed for any reason. In the case of a boarding situation, Adopter agrees that Remember Me Rescue must approve the boarding facility at which the Adopted Horse is to be located. _____
- 9) **Adopter agrees to provide regular updates on the Adopted Horse via pictures every three (3) months for the first year of the Adoption. Pictures shall include front, back, both sides (including feet) of the horse without tack along with pictures of the shelter the horse occupies. Pictures and updates shall be emailed to: remembermerescue@live.com. Pictures shall be current with a date stamp or other identifying marks. Please initial that you understand and agree to these terms:** _____
- 10) **Breeding Rights:** This adopted horse may _____ or may not be bred _____ Please indicate by signing below that you agree and understand this clause.
REMEMBER ME RESCUE: _____
ADOPTER: _____

**BREACH OF CONTRACT WILL RESULT IN THE OWNERSHIP OF THE ABOVE HORSE REVERTING BACK TO
REMEMBER ME RESCUE _____ (SIGNATURE)**