



◇Rescue ◇Restore ◇Retrain ◇Rehome ◇Retire

Diamonds in the Rough Rescue, Inc. Adoption Contract

Name(s): _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Cell Phone: _____ Email: _____

If the equine is not being housed at the above address, list below the name of the property owner and the address where the horse will be kept: _____

Equine Information:

Name: _____ Breed: _____ Age: _____

Height: _____ Color: _____ Gender: _____ Weight: _____

The animal has been received in good condition to the best of our knowledge with the exception of any conditions noted:

15209 Reuter Lane Windsor, VA 23487 Ph: 1.757.846.6076 Fax: 1.757.247.3300
Email: Sonja.ditr@gmail.com Website: www.adoptditr.com Facebook: Facebook.com/adoptditr
Diamonds in the Rough Rescue is a 501c3 nonprofit FEIN: 27-2524209

Please understand that the details of this contract reflect our concern, that both the new owner and adopted animal have a happy life together. The conditions set forth below have been based on years of experience. We feel a continuing commitment to see that our rescued animals find a safe and happy permanent home. Considerable emotional involvement, time, money, and energy go into insuring that each of our rescued animals will have the best start in their new life.

For and in consideration of the receipt of the above-described animal from Diamonds in the Rough Rescue, Inc. A/K/A D.I.T.R., I, the above-named adopter, agree to the following list of terms:

1. This equine is being adopted as a companion animal and not as livestock, may or may not be capable of being ridden, and is not being adopted for slaughter, factory farming, or immediate resale.

2. To adopt, love, and provide reasonable care for the animal. To provide a sufficient amount of clean hay and feed, any additional nutrition, and fresh water to maintain a healthy body condition. To provide adequate shelter, farrier care, and humane treatment at all times. Adequate shelter shall be at a minimum a run-in shelter with a roof and dry footing under cover. _____
3. To comply with any and all animal welfare regulations governing the area in which I live. Failure to comply with any federal, state, or local law governing animal welfare shall be deemed a breach of this contract. _____
4. Adopter shall give all necessary releases for Diamonds in the Rough Rescue, Inc. or any of its representatives to contact and obtain any records regarding the animal, including but not limited to veterinary, farrier, and criminal history records. _____
5. To have a veterinarian visit at a minimum of twice a year for routine care. During one visit have a Coggin's test drawn, rabies shot administered, dental work done, and the following vaccinations given: Eastern and Western Encephalomyelitis, equine herpesvirus, equine influenza, tetanus, and West Nile Virus. The second visit will be to booster all vaccinations except for Rabies. A regular deworming program developed with your veterinarian and use of Sand Clear or other brand of psyllium should be used for proper overall care of the horse. _____

6. If the adopted equine is a male animal that is too young to geld, I agree that the animal shall not be allowed any contact with females prior to being gelded. I further agree that said animal shall be gelded within 6 months or upon the dropping of both testes, by a veterinarian with full sedation. If the colt is a crypt orchid (fails to drop both testes by age one), I agree to have a veterinarian perform the necessary surgical procedure. _____
7. Except under extreme circumstances, if said animal is sick or injured, **I WILL NOT** have said animal euthanized without first consulting Diamonds in the Rough Rescue, Inc., even if I cannot afford to have it treated. _____
8. Failure to provide any care recommended by a veterinarian, farrier, and/or any other specialist shall be a breach of this contract and Diamonds in the Rough Rescue, Inc. or any of its representatives may peaceably enter any property on which the animal is kept and reclaim it immediately. _____
9. Periodic welfare checks will be required during the 365-day period following the signing of this contract. _____
10. If the adopter cannot care for the horse within the 365-day period, Diamonds in the Rough Rescue, Inc. must receive horse back at adopter's expense. The adopter then relinquishes all rights to Diamonds in the Rough Rescue, Inc. _____
11. Any plea deal or conviction in an animal welfare case involving this equine or another animal in the adopter/adopters' care shall be deemed a breach of this contract. _____
12. I/we understand that I am required to notify Diamonds in the Rough Rescue in writing of any change of address with this animal and provide them with the new address: Email Information to Sonja.DITR@gmail.com or mail to DITR, 15209 Reuter Lane, Windsor, VA 23487. _____
13. Diamonds in the Rough Rescue, Inc. retains ownership of the horse for 365 days from the date of this Adoption Contract. After the 30-day trial, the adopter/adopters will receive a copy of the horse's health record. After 365 days, ownership transfers to the adopter(s), and any registration paperwork that D.I.T.R. has will be mailed to the new owner. I understand that the horse **MAY NOT** be sold until ownership is transferred by DITR. I realize that failure to abide by this will result in a

\$5,000.00(FIVE THOUSAND DOLLAR) penalty plus court costs and attorney's fees.

14. Diamonds in the Rough Rescue, Inc. shall be named as an alternate contact on any boarding, veterinary care, or other contract regarding the animal within the one-year period. This **DOES NOT** bind Diamonds in the Rough Rescue, Inc. to any of these contracts and that DITR is not financially responsible for any monies owed. _____
15. I realize that every reasonable effort has been made to disclose the history of the animal as known to Diamonds in the Rough Rescue, Inc. These are rescued animals and, in most circumstances, DITR has little or no knowledge about the equine's prior life or training. DITR has told me everything known about the animal; however, we cannot make any guarantees about an animal's temperament or training. DITR is in no way responsible for the accuracy of information received about temperament, habits, or physical condition of the said animal that I am adopting. _____
16. I understand that Diamonds in the Rough Rescue, Inc. and its representatives are not liable for any injury to or death of anyone as a result of any action of the adopted equine. Any equine carries an inherent risk. Per the Equine Activity Liability Act of Virginia (Va. Code §3.2-6202 et. seq), I hereby acknowledge that I have full and complete notice and understanding that there are certain inherent dangers of equine activities that are an integral part of equine activities. The adopter agrees to indemnify, defend, and hold harmless Richard and Sonja Reuter, Merry Oaks Stables, Inc., Diamonds in the Rough Rescue, Inc., Reuter LLC., its Volunteers, Board Members, Executive Officers, Directors, and any employees of the aforementioned, from any liability resulting from this adoption.
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17. Adopter(s) will arrange for equine is to be picked up within 7 days of the date of this Adoption Contract, in a trailer deemed safe by Sonja Reuter, or an additional boarding fee of \$20 per day will be due, starting on the 8th day. _____
- OR**
- 17a. Adopter(s) agree to a delivery fee of \$2.00 per mile roundtrip to transport the adopted equine within 7 days of the agreed upon delivery date. _____

18. Upon signing this agreement, I agree to pay in full the monetary adoption fee in the amount of \$ _____ less the 50% percent deposit required to take this horse on trial. _____

OR

18a. I agree to payment terms stated below. _____

Payment Terms:

Adoption Fee: _____

50 % deposit: _____

Weekly Payment of \$ _____ for _____ weeks, starting _____.

19. I understand that all but \$100.00 dollars of the deposit will be refunded if the horse is returned within 30 days of this Adoption Contract. _____

20. No refunds will be given after 30 days from the date of this Adoption Contract _____

21. A \$45.00 fee will be assessed for any returned checks. _____

22. A \$50.00 late fee will be assessed for any monies not received per the agreed upon final payment date. The late fee will accrue on the first day of each month thereafter, until payment is made in full.

23. Any attorney fees or court costs incurred by Diamonds in the Rough Rescue, Inc, Richard and Sonja Reuter, Reuter LLC., or Merry Oaks Stables, LLC, or Reuter LLC., as a result of non-payment, returned checks, breach of contract, and/or having to retake possession of a horse will be the responsibility of the adopter(s). _____

24. I am at least 18 years of age and can enter into this contract legally. _____

25. Upon signing this contract, I acknowledge that I have read, understand and agree to be bound to Diamonds in the Rough Rescue, Inc.'s contract. _____

26. I understand that this contract is entered into in the Commonwealth of Virginia and will be interpreted and enforced under the laws of this state even if the animal lives in another state.

Adopter's Signature

Date

Co-Adopter's Signature

Date

Diamonds in the Rough Rescue Inc. Representative's Signature

Date

THIS EQUINE ALWAYS WILL HAVE A HOME. If at any time you find that you need to rehome your horse/donkey, please contact D.I.T.R.

I hereby consent to the Diamonds in the Rough Rescue using photographs and/or videos of me and my first name regarding the equine I am adopting in connection with publicizing or promoting the Diamonds in the Rough Rescue, its services, or departments and agencies. I understand that I have the right to withdraw this consent at any time, but that any photographs, audio and/or video that have already been taken and have been used in a brochure, or other printed or electronic public information material whether on social media or otherwise may continue to be used in that manner. I hereby represent and certify that I have read the foregoing, fully understand the meaning and effect thereof and agree to the terms herein.

Please sign on the appropriate line:

Yes: _____
Adopter's Signature Date

No: _____
Adopter's Signature Date

Yes: _____
Co-Adopter's Signature Date

No: _____
Co-Adopter's Signature Date