



Saffyre Sanctuary, Inc.

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Federal Tax ID #27-0333811

ADOPTION AGREEMENT / CONDITIONAL LIFETIME OWNERSHIP AGREEMENT

This Adoption Agreement / Conditional Lifetime Ownership Agreement is made between **SAFFYRE SANCTUARY, INC.** and _____, hereby referred to as "Adopter". Adopter agrees to adopt and care for the following Adopted Horse according to the terms and conditions set forth in this contract.

Adopter Agrees to pay an Adoption Fee of \$ _____

Adopter (Name): _____ SSN: _____

D.O.B.: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell or Work Phone: _____

I, the above named Adopter, agree to abide by all of the following rules and regulations regarding the Adopted Horse known as:

A) Name of Adopted Horse: _____

B) Age of Adopted Horse/D.O.B. (if known): _____

C) Gender/Sex of Adopted Horse: _____

D) Adopted Horse approximate height: _____ hands (one hand equals four inches)

E) Approximate weight: _____

F) Breed: _____

G) Registry & Registration Number: _____

H) Description of Adopted Horse, including colors, scars, brands, and tattoos: _____

- 1.) Adopter agrees that for a twelve (12) month period following the execution of this Agreement, Saffyre Sanctuary, Inc. will retain an irrevocable and equitable ownership interest of the above Adopted Horse, during which time this Agreement may be unilaterally cancelled by Saffyre Sanctuary, Inc. at 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 Saffyre Sanctuary, Inc. from any and all liability or claims associated with Adopter's possession of the above Adopted Horse. Other than violations described in paragraphs 5 and/or 9 below, after the completion of the twelve (12) months, Saffyre Sanctuary, Inc. will no longer have any legal or equitable interest and/or claim in the Adopted Horse.
- 2.) Adopter agrees to not begin 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 10 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 Saffyre Sanctuary, Inc., and the adoption fee will be refunded. Adopter agrees that after 10 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 Saffyre Sanctuary, Inc. at the Adopter's expense. After the initial 10 day trial period, there will be no refund on the adoption fee.
- 4.) Adopter agrees to inform Saffyre Sanctuary, Inc. in writing 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 highly encouraged.
- 5.) Adopter agrees and gives express permission to any Saffyre Sanctuary, Inc. staff or their representatives to have 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 Saffyre Sanctuary, Inc.'s sole discretion, to be in an unsatisfactory condition or environment by Saffyre Sanctuary, Inc. staff or personnel, 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, Saffyre Sanctuary, Inc. will be notified in writing prior to the move.

Facility Address _____

Phone # _____

- 7.) Adopter will at his own expense, care for and maintain the Adopted Horse in accordance with the provided guidelines. Adopter agrees to provide the Adopted Horse with all of the following: proper training, food, clean water, regular exercise, appropriate hoof care, any required veterinary attention and treatment, and adequate shelter and/or care in accordance with [AAEP Equine Rescue Guidelines](#). Saffyre Sanctuary, Inc. will have access to all veterinary care documents of the Adopted Horse upon request.
- 8.) Saffyre Sanctuary, Inc. agrees to disclose any information known to it concerning the Adopted Horse. However, **Saffyre Sanctuary, Inc. does not guarantee the soundness, temperament, or training of the Adopted Horse.**

- 9.) **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, Saffyre Sanctuary, Inc. must be offered a right of first refusal and Adopter will notify Saffyre Sanctuary, Inc. by certified mail to the address listed herein, with receipt confirmed. Saffyre Sanctuary, Inc. may purchase the Adopted Horse back for the adoption fees paid herein or by matching the bona fide offer, whichever is less. Saffyre Sanctuary, Inc. 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 Saffyre Sanctuary, Inc. with proof of a bona fide offer, including name, address and telephone number of intended new owner. Failure to notify Saffyre Sanctuary, Inc. of transfer of the Adopted Horse in violation of this Section 9 is grounds to void this Agreement at Saffyre Sanctuary, Inc.'s sole discretion, and ownership of the Adopted Horse shall immediately revert to Saffyre Sanctuary, Inc., and the Adopted Horse may be removed from any premises by Saffyre Sanctuary, Inc. without court order. For purposes of clarification, this paragraph 9 hereof shall survive termination or expiration of this Agreement.
- 10.) Adopter agrees to notify Saffyre Sanctuary, Inc. within 48 hour of death, loss or permanent disability of the Adopted Horse. In case of death, Adopter will provide a written cause of death for the Adopted Horse from a licensed veterinarian within ten days of date of death, or a written testimony of an eye witness account of the death of deceased Adopted Horse, from a current Saffyre Sanctuary, Inc. officer or director, within 14 days of the date of Adopted Horse's death.
- 11.) Adopter agrees to provide the Adopted Horse with at least a 12 x 10 stall or 3-sided building that is 50 square feet per horse kept in the paddock or barn. Adopter agrees to have at least one half acre of pasture per large animal with at least 4' tall completely visible, non barb wire fencing, for the Adopted Horse. In a situation where pasture is limited, Saffyre Sanctuary, Inc. will state below what will be acceptable:
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- 12.) **Be it hereby known that Saffyre Sanctuary, Inc. does not sell Adopted Horses under any circumstances.** All Adopted Horse are placed in adoptive homes under the express understanding that once placed, the Adopted Horse shall remain in the permanent care of the adopting party unless and until this contract is breached by the Adopter.
- 13.) If there is sufficient reason to believe Adopter has given or sold the Adopted Horse to slaughter, or has given or sold the Adopted Horse to any individual or entity who has then taken the Adopted Horse to slaughter, be they the direct individual or a third, fourth, or even fifth party down the line, Adopter hereby agrees to pay damages to Saffyre Sanctuary, Inc. of not less than **\$5,000.00**. Adopter will be given 15 days to produce Adopted Horse in Adopter's possession, after such time, if said Adopted Horse has not materialized, all Adopted Horses in the process of being adopted by Adopter from Saffyre Sanctuary, Inc. shall be retrieved to or returned to Saffyre Sanctuary, Inc. within 30 days from the date Adopter is notified of the procedure being implemented and all pending adoptions shall be revoked and Adopter shall be ineligible to adopt from Saffyre Sanctuary, Inc. ever again.
- 14.) ***SPECIAL CIRCUMSTANCES:*** Special Circumstances consist of a "No Breeding Policy" regardless of Adopted Horse's gender, including but not limited to, the following circumstances surrounding said Adopted Horse to whom this Contract applies:
- A) Regarding all adoptions of a male horse - aka: colt, aka: stallion under the age of 3 years shall have said horse gelded by a professional veterinarian and said veterinarian shall use adequate drugs to ensure said horse feels no pain. Original receipt for gelding surgery shall be submitted to Saffyre Sanctuary, Inc. headquarters no later than 30 days after the date of gelding surgery. Such surgery shall be the sole financial obligation of Adopter. Not submitting proof of gelding by a qualified veterinarian in the form of an original receipt for gelding surgery is grounds for removal of Adopted Horse from Adopter's care following notification by certified U.S. mail from Saffyre Sanctuary, Inc. to Adopter, stating intent and cause.

- 1) In the event the male horse is too old (i.e.; over the age of 20) where gelding may be a risk to the overall health and well being of said horse, then gelding said horse will not be mandatory. However, the “No Breeding Policy” will be strictly enforced, and any foals produced, whether deliberately or accidentally, by said horse, will be grounds for immediate removal of said horse by Saffyre Sanctuary, Inc. without court order.
- B) All colts adopted prior to an age suitable for gelding shall be gelded no later than two (2) years of age, unless a veterinarian states in writing that both testicles have not dropped and said veterinarian recommends waiting until both testicles have dropped. In such a case, said veterinarian shall state a date or exact age at which the colt will be considered a cryptorchid and a special surgery to sterilize the cryptorchid colt shall take place.
 - 1) Once an un-gelded colt reaches two (2) years of age, if gelding is not done immediately, Adopter must contain the un-gelded colt in a secure pen that adequately ensures said colt can not reach a breedable mare. Said colt shall not be allowed to run with mares at any time until one month after he is gelded.
 - 2) The pen, referenced above and hereby referred to as a/the “stud pen”, shall be large enough to ensure the colt has adequate room to run and play in and shall have the required shelter and fencing that Saffyre Sanctuary, Inc. requires for all of its Adopted Horses.
- C) Regarding all adoptions of Adopted Horses not yet trained to accept a rider under saddle: Only if it is humane, safe, and appropriate for the Adopted Horse, the Adopted Horse may be trained to accept a rider under saddle after one year from the date this contract is signed, but no sooner than when the Adopted Horse has reached five (5) years of age.
 - 1) Exception to this rule is if the Adopted Horse in question is a donkey/burro, miniature horse, or if said Adopted Horse is adopted as a companion equine, or deemed too lame to be ridden. If the equine is lame, a statement to that effect shall be forwarded to Saffyre Sanctuary, Inc. headquarters no later than twelve (12) months following the date this contract was signed, and the same statement from a qualified veterinarian shall be sent to Saffyre Sanctuary, Inc. headquarters within one year of the signing of this contract, said year being 12 months to the exact date of this contract's signing. Statements by the qualified Veterinarians shall be not more than 60 days old.
 - 2) Exception to this requirement is in a case where the Adopted Horse is permanently lame or horribly disfigured at the time adoption takes place. If we adopt out a 3-legged Adopted Horse to you, we know it is too lame to be trained to ride, therefore we do not require any veterinarian's statement in cases such as, or similar to, this.
- 15.) SURVIVAL: Adopter specifically acknowledges that this Agreement is **A CONDITIONAL LIFETIME OWNERSHIP AGREEMENT**, and all requirements and restrictions contained herein, including but not limited to Sections 5 and 9, 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.
- 16.) All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by California law. In the event that any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within Los Angeles County, California 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. **SAFFYRE SANCTUARY, INC., AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGE THE AFORESAID WAIVER OF RIGHT TO JURY TRIAL.**
- 17.) If any part of this contract is breached by Adopter, Adopter agrees to pay Saffyre Sanctuary, Inc. a \$1,500.00 donation plus all attorneys' fees and all costs of legal action, including litigation, which Saffyre Sanctuary, Inc. may incur to enforce the terms of this Agreement.

- 18.) 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 Saffyre Sanctuary, Inc.
- 19.) 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.

THIS CONTRACT IS NOT VALID UNTIL ADOPTER HAS PASSED A SITE INSPECTION BY A SAFFYRE SANCTUARY, INC. SITE INSPECTOR. THERE ARE NO REFUNDS ON ADOPTION FEES UNLESS THE ADOPTION APPLICATION PROCESS RESULTS IN A DENIAL OF ELIDIGIBILITY.

My signature below means that I have read and understood the terms and conditions set forth in this contract and agree to abide by them.

Adopter Signature (Only one Adopter per Adopted Horse allowed)

Date

Saffyre Sanctuary, Inc. Authorized Signature

Date

Position

Passed Inspection: Yes/ No (circle one); Inspected by: _____

Note to Adopter: Saffyre Sanctuary, Inc. Authorized Representative **MUST circle “Yes” or “No” for “Passed Inspection”, and sign his/her name. Otherwise, this contract is invalid and you will not receive a refund on your adoption deposit. It is your responsibility to see that this portion of the contract is filled out and completed.*

DO NOT ACCEPT DELIVERY OF THE ADOPTED HORSE UNTIL THE CONTRACT IS FILLED OUT ENTIRELY.

If you do not receive a copy of this contract within two weeks (14 days) of the date a Saffyre Sanctuary, Inc. Representative signs it, please contact Saffyre Sanctuary, Inc. headquarters at: 818-842-4368.

NO OFFICER OR REPRESENTATIVE OF SAFFYRE SANCTUARY, INC. HAS THE RIGHT TO OVERRIDE OR ALTER ANY TERMS OR CONDITIONS OF THIS CONTRACT.

Contact information for Saffyre Sanctuary, Inc.:

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