

# Pony Tales Refuge & Rehab, Inc.

FEIN: 47-1658095

4398 130<sup>th</sup> Avenue, Colfax, Wisconsin 54730

Ranch (715) 568-4174 Cell (715) 271-7567

Email: [rescueme@ponytaleswi.org](mailto:rescueme@ponytaleswi.org)

## Adoption Agreement

I, the undersigned, hereby agrees, pursuant to the terms and conditions set forth in this Adoption Agreement (Agreement), to adopt and provide care for the following:

Name of equine: \_\_\_\_\_ Breed: \_\_\_\_\_  
Color/Markings: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

***Please read this entire Agreement before signing. By signing you are representing that you are aware of and expressly agree to all terms of this Agreement.***

This Agreement is entered into by and between the undersigned (Adopter) and Pony Tales Refuge & Rehab, Inc. (Pony Tales), a Wisconsin non-profit organization.

**Whereas**, Pony Tales is a non-profit organization with the purpose of rescuing equines from abandonment, abuse, neglect and slaughter and finding them forever adoptive homes or providing a sanctuary for the life of the equine.

**Whereas**, Adopter wishes to adopt the above-referenced equine and provide it a forever home pursuant to the terms and conditions below.

**Now Therefore**, Adopter agrees to the following terms and conditions:

1. **Adoption Fee.** The *non-refundable* adoption fee in the amount of \$ \_\_\_\_\_ is due and payable in full prior to placement with Adopter.
2. **Transportation.** Transportation arrangements and cost are the *sole responsibility of the Adopter* at the time of placement, at all times during placement, and in the event of return to Pony Tales or approved placement with a new home. The equine must have a current negative Coggins test prior to transport at any time, for any reason. The equine must also have a current health certificate to travel across state lines at any time, unless being transported to a veterinary clinic for treatment.
3. **Trial Period.**
  - A. Pony Tales requires a *minimum* trial period of ninety (90) days for all equines (Trial Period). During the Trial Period, the Adopter shall care for and be responsible for all expenses associated with the equine.

- B. If the Trial Period is deemed unsuccessful by Pony Tales at any time during the Trial Period, Pony Tales will notify the Adopter in writing of the same and the equine shall be returned to Pony Tales at the Adopter's expense within ten (10) days of receipt of said notice.
  - C. If the Trial Period is deemed unsuccessful by the Adopter, Adopter shall notify Pony Tales that it wishes to return the equine and shall arrange for its return at the Adopter's expense. If the Adopter terminates the adoption at any time during the Trial Period, the Adopter shall be allowed to select a different equine at no charge and a new Trial Period will begin. If Adopter wishes to return the equine after the Trial Period has expired and also wishes to select a different equine, the Adopter will be expected to pay the full adoption fee of the new equine.
3. **Ongoing Adoption Requirements.** During and upon successful completion of the Trial Period, Adopter agrees as follows:
- A. **Expenses.** Adopter agrees to be legally, financially, and morally responsible for the equine. If Adopter can no longer care for the equine, Adopter shall notify Pony Tales immediately and make arrangements for the return of the equine to Pony Tales at the Adopter's expense. Adopter certifies that the equine will have a current negative Coggins at the time of return to Pony Tales.
  - B. **Accommodations.** Adopter shall provide a corral that is a *minimum* of four hundred square feet (20 feet by 20 feet) and a shelter from the environment with a roof and enclosed on at least three (3) sides must be available at all times. If the equine is to be kept in a stall, the stall must be 10 feet by 10 feet or larger and a turn-out time of at least 10 hours per day is required (unless in case of extreme weather conditions). The equine may not be locked or left in a stall for more than two (2) consecutive days unless required for health reasons and documented by a licensed veterinarian. If stall confinement is required, the stall must be cleaned daily.
  - C. **Feed and Water.** Adopter shall provide access to fresh water, good quality hay and/or pasture, and salt/mineral supplements at all times in quantities sufficient to keep the equine in good condition as described by the Henneke Scoring System between Moderate (5) and Fleishy (7). If the equine falls below a scale 5, Adopter shall provide veterinary certification as to why and what is being done to correct the condition.

- D. Veterinary Care.** A yearly veterinarian check up is required at which time the veterinarian shall perform a general health examination as well as administer vaccinations including, but not limited to, the “four way” and West Nile. Upon completion of the examination, the veterinarian must provide Pony Tales with documentation as to the results of the examination and vaccine records within fourteen (14) days. In lieu thereof, an experienced equine owner may provide a recommendation from the veterinarian along with a record of veterinary care. Adopter agrees to provide veterinary care for injuries or illnesses that are beyond his or her ability to treat. Adopter is solely responsible for any and all veterinary expenses. *Adopter agrees that Pony Tales has the right to obtain all veterinary records directly from the veterinarian and the execution of this Agreement shall serve as a release to the veterinarian authorizing the disclosure of all applicable veterinary records.* \_\_\_\_  
(initial this clause)
- E. Hoof Care.** A professional, competent farrier must trim or shoe the equine every six to eight weeks, or on a schedule as determined by the recommendations of the farrier. Adopter is solely responsible for any and all farrier expenses.
- F. Illness/Injury.** Adopter shall notify Pony Tales immediately should the equine sustain a potential life-threatening injury or illness and provide Pony Tales with the name and phone number of the attending veterinarian. Adopter hereby certifies that they are willing and able to provide prompt medical care and treatment and shall do so at their expense.
- F. Emergencies.** In the event of an emergency, Adopter hereby certifies that they are willing and able to provide prompt medical care and treatment and shall do so at their expense. In the event of a natural disaster or other emergency situation, Adopter may move the equine to a location that has been determined as reasonably safe without prior notification to Pony Tales. As soon as the equine is safe, Adopter agrees to contact Pony Tales immediately and inform us as to the status and location of the equine.
- 4. Breeding.** Adopter shall not breed the equine in any way, shape or form. If the equine is a mare and it becomes pregnant, Pony Tales shall immediately remove the equine and its foal from the Adopter’s premises and custody. Pony Tales does not adopt out intact males. If the equine is adopted as a foal, Adopter must provide Pony Tales with verification that the equine has been gelded at a time as recommended by Adopter’s veterinarian. Breeding shall result in immediate divestment of ownership rights and the equine and its offspring shall be re-claimed by Pony Tales in its sole discretion. All costs and expenses incurred by Pony Tales due to the breeding shall be the responsibility of the Adopter.

5. **Forever Home.** Adopter agrees that it wishes to adopt the equine and provide it with a forever home. As such, *Adopter shall not sell, lend, lease or give away the equine without notifying Pony Tales for approval of the new home.* In the event that the Adopter is no longer able to care for the equine as required, the Adopter shall notify Pony Tales. Upon the death of Adopter, the equine shall be returned to Pony Tales at the expense of the Adopter's estate, unless prior arrangements have been made and agreed to by Pony Tales.

*Under no circumstances may the equine be sold at auction, public or private, or in any other way be put at risk of going to slaughter. Pony Tales shall require proof of humane euthanasia or a statement of cause of death by the licensed veterinarian involved should the equine "disappear". Any such violation of these requirements is understood and acknowledged to be a material breach of the contract between Pony Tales and Adopter. Adopter expressly agrees that it shall be required to pay, as liquidated damages, all funds that Pony Tales had invested in the equine prior to Adopter taking possession. Adopter hereby acknowledges that this amount is often in excess of \$5,000.00.*

6. **General Requirements.**

- A. Adopter agrees to keep Pony Tales informed of all major changes of the equine. If issues or concerns arise, Adopter agrees to reach out to Pony Tales knowing that they are forever committed to the welfare of their equines.
- B. If the Adopter moves or otherwise wishes to change the location of the equine, Pony Tales must be notified a minimum of thirty (30) days prior to the relocation. If Pony Tales is not satisfied with the new facilities, then the equine shall be returned to Pony Tales immediately.
- C. For the remainder of the equine's life, Adopter shall permit a representative of Pony Tales upon 24 hour notice to visit and perform an inspection of the facilities. If at any time, Pony Tales determines that the requirements set forth in this Agreement are not being met, Adopter shall have fourteen (14) days in which correct the deficiencies, unless an alternative time frame is agreed upon by the parties. If the deficiencies are not corrected to Pony Tales's satisfaction, Pony Tales shall immediately take possession of the equine at the Adopter's expense.

7. **Miscellaneous Provisions.**

- A. Adopter agrees that they are taking the equine as-is and is solely responsible for any additional pre-adoption veterinarian examination. All medical records and available history on the equine has been disclosed to Adopter. Pony Tales makes no representations or warranties including, but

not limited to, condition, health, soundness, fitness for a particular purpose, or temperament of the equine. Adopter understands that the equine may have health limitations due to previous instances of abuse or neglect.

- B.** Adopter understands that there may be limitations as to the type of riding appropriate for the equine and agrees to ride the equine only in accordance with those limitations in order to ensure that there will be no additional avoidable injuries to the equine.
- C.** Adopter releases and holds harmless Pony Tales and its employees, agents, directors or trustees from any and all liability related to the equine and any injury or cause of action related to the equine.
- D.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and all other costs and expenses of litigation from the other party, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which amounts shall be in addition to any other relief which may be awarded.
- E.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communication of the parties, whether oral or written, respecting the subject matter of this Agreement. No amendment, waiver, or modification of this Agreement shall be valid unless in writing, signed by all parties, and attached to this Agreement.
- F.** To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner as to afford the parties the fullest protection commensurate with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of the Agreement shall not be affected thereby, the balance being construed as severable and independent.
- G.** The laws of the State of Wisconsin govern the interpretation, application, enforcement, and termination of this Agreement.
- H.** All disputes between the parties relating to this Agreement shall be brought in the Chippewa County Circuit Court of Wisconsin. Both parties consent to the personal jurisdiction of the Chippewa County Circuit Court of Wisconsin.

I. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

**8. Acknowledgments.**

A. I, Adopter, understand and acknowledge that there are many risks involved in riding, participating and being around equines. I also understand that they are a powerful animal and inherently dangerous and that anyone riding or near an equine is at risk at all times and can suffer bodily injuries and/or property damage. I agree that I will not hold Pony Tales Refuge & Rehab, Inc., its agents, employees, trustees, directors, successors, or assigns responsible for any injuries, death or damages if I or anyone riding or near the equine should be injured, killed or have damages resulting in any way from the adopted equine as provided by Wis. Stat. § 895.481.

B. I, Adopter, hereby understand and acknowledge that Pony Tales has the right to remove said equine at any given time upon 48 hours notice to me if it feels said equine is being abused or neglected or if I am in violation of any of the terms of this Agreement.

**IN ACKNOWLEDGMENT AND AGREEMENT**, the parties voluntarily and knowingly sign this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Pony Tales Refuge & Rehab, Inc.**

**Adopter:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_