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Equine Placement Agreement

FOR OFFICE USE ONLY

Equine's LCR Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_  
Conditions, Limitations, General Health (as we see it): \_\_\_\_\_  
\_\_\_\_\_ Date of Placement: \_\_\_\_\_  
We (LCR Managers) \_\_\_\_\_ & \_\_\_\_\_ hereby authorize this placement of the above named equine.

The parties agree to the following terms, conditions, and regulations of Last Chance Ranch Animal Rescue as set forth in the Agreement.

- 1. The parties to the Agreement are Last Chance Ranch Animal Rescue, 9 Beck Road, Quakertown, PA 18951 hereinafter referred to as LCR and NAME: (Print) \_\_\_\_\_ DL#: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIPCODE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ CELL/WORK: \_\_\_\_\_ EMAIL: \_\_\_\_\_ hereinafter referred to as guardian or caregiver.
- 2. This agreement is for the placement of (Equine's LCR Name): \_\_\_\_\_ Breed: \_\_\_\_\_ DOB/~Age at time of placement: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Tattoo/Brand: \_\_\_\_\_ With the following conditions, limitations, general health (as LCR sees it): \_\_\_\_\_
- 3. \_\_\_\_\_ INITIAL- The parties understand and agree that this Agreement is for placement and is NOT an Agreement of Sale for the subject horse. This is NOT an Adoption Agreement. The horse is being placed with the guardian on a temporary basis. Ownership of the horse and control of the horse shall remain with LCR. The above named equine always remains the property of Last Chance Ranch for the duration of its life.
- 4. \_\_\_\_\_ INITIAL- The guardian is making a voluntary contribution to LCR in the amount of \$ \_\_\_\_\_. The parties agree and understand that this sum in no way represents consideration for the purchase of \_\_\_\_\_ (subject equine), as more fully said forth in clause (paragraph 3) about it. The parties agree and understand that this is a temporary placement of subject equine, any determination of whether the guardian is complying with this agreement or is in breach of this agreement, will be within the discretion of LCR solely. LCR's determination will be final.
- 5. Guardians shall not have had any prior violations of LCR Placement requirements or persecutions for inhumane treatment of animals. The caregiver also agrees to a limited background investigation including, but not limited to criminal, civil, inhumane violations, etc.
- 6. \_\_\_\_\_ INITIAL- The equine may not be or attempted to be; subleased, raced, bred, sold, given away, assigned, disposed of, released, or any interest transferred. The above named equine may only be transferred back to LCR and may not be used for commercial purposes (unless approved by LCR with an attached signed addendum). Should a life-threatening situation arise, a licensed veterinarian may only humanely euthanize named equine. In the event of the guardian's death the equine shall be promptly transferred to LCR. If the guardian breaches this agreement by breeding, selling, racing, subleasing, etc. they agree that they will be liable for damages equal to three times the gross amount of money, good, services, or other consideration that they receive from the act of breeding, racing, selling, subleasing, etc.
- 7. Caregivers shall receive copies of the most recent Coggins test results; the available medical history including vaccinations and deworming, a general health report, a feeding/medication/special care instruction form when applicable, and copies of attached addendums. Equines placed by LCR include no guarantees pertaining to general condition, temperament, or soundness. A vet check is recommended before adoption or within the first 10 days of the equine's arrival or the above conditions pertaining to the named equine will be held true for the equine and must be the same or bettered in the event of return.
- 8. The caregiver agrees that the above named equine will reside at:

NAME(Owner and Stable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIPCODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Detailed directions to stable from major road: \_\_\_\_\_

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9. \_\_\_\_\_ **INITIAL-** If the equine is to be boarded at any facility, the caregiver shall give a copy of this agreement to the stable owner/manager. If stabling is to be relocated, LCR must be informed two weeks in advance for prior approval. The caregiver agrees to permit a representative of LCR to inspect the stabling property and care of the name equine at any time. The caregiver further agrees to comply with all requests for improvements generated by such an inspection. The caregiver agrees to return the named equine to LCR if the situation is determined not to be the best interest of the equine for any reason or to the satisfaction of LCR.
10. **Required Weight:** The above named equine must maintain a safe body condition. No ribs or hips visible. Flesh and fat should cover the neck, shoulders, spine and rump. Upon receiving an equine in a condition and weight other than "fleshy," the recipient is required to improve the equine's weight and condition to LCR's satisfaction within a reasonable amount of time.
11. **Required Care:** Proper feeding to maintain weight as suggested on the feeding instruction form or by a licensed veterinarian with free access to fresh, clean, unfrozen water. The caregiver shall provide adequate and safe shelter; minimum three sided, roofed sheltered with adequate fencing and confinement such that the equine is prevented from running at large. Turn out must be at least one acre. Specific consideration shall be given, but not limited to local climate and resulting conditions. Otherwise, the equine is subject to a breach of these requirements and will be removed from the care of the guardian.
12. \_\_\_\_\_ **INITIAL- Required Veterinary Care:**
- Yearly inoculations: Rabies, Tetanus, Eastern/Western Encephalitis, Influenza, Rhino and any other inoculations recommended by your veterinarian.
  - Annual Dental Care
  - Rotational de-worming every 8 to 10 weeks or fecal tests done periodically to determine necessary deworming
  - Hoof care every 6 to 8 weeks.
  - The caregiver agrees to provide recommended veterinary care for illness and/or injury according to the equine's needs.
13. \_\_\_\_\_ **INITIAL-** The caregiver agrees to annually forward a veterinarian's brief statement of named equine's residence, general condition, weight, teeth and hoof condition at the time of the spring/fall inoculations to LCR through the provide "Vet Check Form." Caregiver agrees to provide LCR current dated photos of the equine upon request.
14. If the equine becomes sick or lame, it shall receive prompt and adequate medical care and treatment. If the caregiver cannot properly care of the equine, it must be returned immediately to LCR. Notification to LCR of a major injury or medical condition(s) is MANDATORY. Failure to provide LCR with photos and/or notification, as noted above, will be considered a breach of Placement Agreement and LCR will remove the equine from the guardians care. If euthanasia is required a licensed veterinarian must administer it. The following circumstances require notifying LCR within 24 hours:
- Death of the equine. A statement from a veterinarian stating apparent cause of death must be forwarded to LCR.
  - Serious injury or illness that could be life threatening or soundness related.
15. \_\_\_\_\_ **INITIAL-** The caregiver agrees in advance that LCR has the right to obtain any and all veterinary records directly from the attending veterinarian. The execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to LCR of said records.
16. Caregivers with little or no equine experience are recommended to take a minimum of three basic horsemanship classes or volunteer with LCR prior to the equine(s) placement. Classes include basic care and riding lessons and may be obtained from LCR for a nominal fee or from an approved equine facility with written verification of completion. This requirement may be waived at the discretion of LCR based on the demonstration of competency. The caregiver shall not allow the equine to be handled by abusive or unskilled persons.

17. \_\_\_\_\_ **INITIAL**- Transportation arrangements and all costs incurred for equine care are the responsibility of the caregiver at the time of placement as well as in the event of return. Thirty days notice for return must be given to LCR in order to allow LCR time to properly prepare for the equine, unless this will result in detrimental effects on the equine. Any equine being returned to Last Chance Ranch and/or new placement home must have a current negative Coggins and be up to date on all required vaccinations, de-worming, hoof care and dental care.

18. \_\_\_\_\_ **INITIAL**- Placement donations must be paid in full at the time of placement unless other arrangements have been made with the Board of Directors' approval and an attached addendum. Refunds of placement donations will be allowed only as follows:  
NOTE: In the event LCR trailers a horse, trailering fees are **NOT** refundable. Additionally, if LCR is required to trailer the equine back to the LCR facility, a trailering fee of \$2.50/mile will be deducted from the refund.

- Within 30 days- full refund less \$200 handling fee.
- Within 60 days- 50% refund less \$200 handling fee.
- Within 6 months- credit toward alternate equine.
- In the event of the death of the equine, refunds will follow the above **ONLY** if the custodial caregiver had a well veterinarian check performed within 10 days of placement.

Failure to meet the terms of this Agreement shall be considered a breach of contract and disqualify all refunds.

19. The caregiver agrees to assume responsibility for any events that occur in connection with the placement of an equine from Last Chance Ranch. The caregiver understands the possibility of their children or others injured or contracting disease does exist. The caregiver agrees to be responsible for their children and anyone else handling any equine(s) placed from LCR in a safe and hygienic manner, and will not hold LCR responsible for any injuries that may result from my failure to do so.

The caregiver understands that LCR cannot and does not make any representations or warranties, either expressed or implied concerning the temperament, habits, health, pedigree, disposition, age, sex or background of this animal and that the caregiver has no right to a reimbursement of medical, adoption or other professional fees. Furthermore, the caregiver understands that the equine's future reactions to the caregiver, their family or any other person are completely unpredictable because animals, like people, have their own personalities.

In consideration of receiving any LCR place equine, the caregiver hereby releases LCR, its officers, agents, and employees from all claims of injury or damage that an equine may cause me or my property. I agree to hold harmless, defend and indemnify LCR, it's officers, agents and employees from any and all claims of liability to other people for injuries or damage arising out of or in connection with services of this program or caused to them or their property by the equine that has been placed with the caregiver through LCR.

20. The parties herein agree that the enforcement of the terms and conditions of this Agreement or the performance arising under or in connection with this Agreement shall be decided exclusively by and in the state courts of the Commonwealth of Pennsylvania, County of Bucks. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Commonwealth of Pennsylvania or the County of Bucks, based upon the doctrine of forum non conveniens or otherwise.

21. The parties agree that the equine, which is subject of the Agreement, is unique. If the guardian breaches, or fails to comply with, any provision of this Agreement, LCR may maintain an equity action to enforce any of the terms, conditions, regulations of this Agreement.

22. The parties agree that this Agreement represents the entire understanding of the Agreement of the parties. They further agree that this Agreement shall not be modified unless the modification is in writing and executed by all the parties to this Agreement. It is agreed that this Agreement shall bind and inure to the benefit herein executors, administrators, and assigns of the parties hereof.

23. This Agreement shall be construed according to the Law of the Commonwealth of Pennsylvania. By agreement, the situs hereof is Bucks County, PA.

We are only interested in finding good, loving homes for these wonderful animals that are, more often than not, unappreciated and misunderstood. Our strictness gives this charity the liberty to ensure each equine placed is well cared for. I have read and accept the terms, conditions, and above regulations that pertain to my acceptance of care of the above named equine.

\_\_\_\_\_ (#) Addendums Attached \_\_\_\_\_ MEDICAL \_\_\_\_\_ TRAINING \_\_\_\_\_ OTHER (Explain) \_\_\_\_\_

NAME: (Print) \_\_\_\_\_ DL#: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIPCODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL/WORK: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CAREGIVER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Must be at least 18 years of age)

LCR REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Must be at least 18 years of age)