

Nexus Equine Inc.

Adoption Contract

This Adoption Agreement is made and entered into as of the last date listed below, by and between Nexus Equine, an Oklahoma not-for profit organization, (“Nexus”) and the person signing below (hereinafter “Adopter”)

The parties agree as follows:

- 1. Adopted Horse.** Adopter hereby adopts the horse identified in this Paragraph subject to all the terms and conditions of this Agreement. Horse: ID#: _____
Name: _____, Description: _____ Tattoo
or Registration Number: _____. (Hereinafter, “Adopted Horse”)
- 2. Adoption Fee.** Adopter shall pay Nexus a one-time “Adoption Fee” of \$ _____, for the Adopted Horse, which sum shall be due and payable upon execution of this Agreement by both parties hereto.
- 3. Title, Risk of Loss and Liability:** Title, Risk and Liability with respect to the Adopted Horse shall pass to the Adopter upon receiving physical possession of the Adopted Horse at the premises of Nexus and upon accepting possession thereof, or through its transportation agent, Adopter does hereby indemnify and hold harmless Nexus with respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, its reasonable attorneys fees incurred in connection with any such claim. Adopter shall be solely responsible for transportation and costs thereof for removal of the Adopted Horse from Nexus premises and for obtaining a valid health Certificate prior to such transport.
- 4. Facility Agreement:** Prior to removal of the Adopted Horse from the Nexus premises, Adopter shall provide Nexus with a written location to which the Adopted Horse is being transported. If the location is different than Adopter’s premises, Adopter will provide name and address of boarding facility, contact person and phone. For the purposes of this adoption contract, that location is: _____.
- 5. Return:** In the event the Adopted Horse shall be determined by Adopter to be unsuitable to Adopter within 14 days following the receipt of physical possession of the Adopted Horse, Adopter shall have the right to offer Nexus the return of the Adopted Horse in exchange for a **credit** equal to the Adoption Fee. Provided, however, that Nexus shall be entitled to retake possession of the Adopted Horse without granting a credit to Adopter in the event the Adopted Horse’s physical condition has changed while in the possession of Adopter. Following the expiration of the 14 day trial period, Nexus will accept return of the Adopted Horse without a

credit or will assist in the placement of the Adopted Horse. Adopter shall be solely responsible for all transportation costs incurred for return of the Adopted Horse to Nexus.

6. Follow up - Status reports: The parties hereby agree that the term of this Agreement for purposes of Adopter Reports and Inspection shall be for a period of 12 months. During the Reporting/Inspection Term of this Agreement: (i) Adopter shall provide fourteen (14) days written notice to Nexus prior to relocating the Adopted Horse; (ii) Adopter expressly authorizes Nexus representatives to inspect the Adopted Horse at any time, during business hours, at any location, including but not limited to, any private stable location. Nexus may also request a picture if site visits aren't feasible.

7. Standard of Care: The Adopter agrees to care for the Adopted Horse for his/her lifetime. Care for the animal is at the Adopter's sole expense. Nexus considers responsible basic care guidelines to include the following:

- (i) Providing quality food, including minerals, vitamins, salt block, and fresh, unfrozen water.
- (ii) Providing overhead shelter from snow, rain, wind and sun.
- (iii) Providing care for any special needs the horse has or develops.
- (iv) Providing proper medical and health care to the horse, including but not limited to the following: (a) Proper veterinary treatment for injuries and illness and annual vaccinations, (b) Farrier and all other necessary care, (c) Following regular de-worming schedule, (d) Annual dental care, (e) Other _____

8. Sale of Adopted Horse: Adopter shall contact Nexus if decision is made to sell, transfer, barter or disposition of Adopted Horse in any way. Nexus will accept possession of the Adopted Horse or assist in finding appropriate home before any other transaction occurs. At no time can the Adopted Horse be transferred or resold at any type of auction, horse broker, feed lot or slaughter destination.

9. Limited Option of Nexus to Void Adoption Agreement: It is expressly agreed that Nexus shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, whereupon all right title and interest in the Adopted Horse shall immediately revert to Nexus and may immediately retake possession of the Adopted Horse without further legal action and without further legal recourse by Adopter. The right of Nexus herein granted shall be limited to circumstances in which the terms of any of Paragraphs 6, 7 or 8 of this Agreement have been violated. Adopter further expressly agrees that Nexus shall be entitled to immediate injunctive relief in order to enforce the terms of this Paragraph by virtue of there being no other adequate legal remedy for such enforcement. In the event of the exercise by Nexus of its rights under this Paragraph, Adopter shall be obligated to pay all costs incurred by Nexus in enforcing this Paragraph, including, but not limited to, its reasonable attorneys fees.

10. Warranties and Disclaimers: Nexus hereby warrants and represents that it is the owner of the Adopted Horse and has full title thereto for purposes of entering into the terms of this Agreement. Adopter warrants and represents that all information contained in the Adoption Application is true, correct and complete. Nexus MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE, OR ANY OTHER EVENT, COVENANT, CONDITION OR OCCURRENCE, INCLUDING WITHOUT LIMITATION, THE TEMPERAMENT OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING, ALL OF SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS.

11. Choice of Law, Venue and Warning. This Agreement shall be governed and construed according to the laws of the Oklahoma and venue for any action brought to enforce its terms shall be vested in the State District Court, Oklahoma County, State of Oklahoma, to the jurisdiction and venue of which Court both parties hereby consent. This Agreement shall be binding upon the parties, their respective heirs, successors and assigns. The waiver of any provision hereof by Nexus on any one occasion shall not effect a waiver of any provision hereof or of any provision of any other agreement to which Nexus is a party. This Agreement may be modified only in writing and this Agreement may be executed in counterparts, by fax, original or electronic signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below written: NEXUS EQUINE ADOPTION PROGRAM

BY: _____ DATE: _____

“ADOPTER”

BY: _____

DATE: _____

PRINT NAME: _____

Address _____

_____ Phone _____

Email _____