BnG Ranch, LLC

35833 166th Lane SE, Auburn, WA 98092

206-227-9231, BnGRanchLLC@gmail.com

**B n G Ranch LLC Adoption Contract**

This agreement is made as of the day \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_, 20\_\_\_, between B n G Ranch, LLC, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Adopter.”)

In consideration of the receipt of the horse named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (color)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (age)\_\_\_\_\_\_\_\_, (gender)\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Horse,”) and in further consideration of the sum of $\_\_\_\_\_\_\_\_\_\_\_(hereinafter “Adoption Fee”), the undersigned agrees to the following “Terms of Adoption,” (and to any other Terms agreed to in the application for the adoption dated \_\_\_\_\_\_\_\_,which is incorporated herein by reference)

1. **TRIAL PERIOD:** B n G Ranch, LLC and the Adopter agree to a trial period of 30 days. This period may be extended, in writing, by mutual agreement of the parties. Adopter is responsible for any and all expenses (including veterinary, dental and hoof care) required during the trial. Any expenses by the Adopter during the trial are non-refundable. Transportation of the horse to the trial location or back to B n G Ranch LLC, is at the expense of the Adopter. At or before the end of the designated trial period, Adopter may return the horse to B n G Ranch, LLC, for any reason, and the adoption fee will be refunded. If the Adopter intends to return the horse to B n G Ranch, Adopter shall notify B n G Ranch, LLC by the last day of the trial period. Following the trial period, no refund of the adoption fee will be available.
2. **TRANSFER OF OWNERSHIP:** The intent of B n G Ranch LLC’s contractual requirements regarding transfer of the horse is to protect the long-term well-being of the horse. The contractual requirements are not intended to unreasonably prevent a change of ownership. **THAT BEING SAID, THESE HORSES WERE OBTAINED THROUGH THE ABONDONMENT PROCESS OF WASHINGTON STATE LAW, AND IN THE EVENT THE PRIOR OWNER ATTEMPTS TO TAKE POSSESSION OR OWNERSHIP BACK OF THE HORSE, INCLUDING BUT NOT LIMITED TO FILING A LAWSUIT AGAINST ADOPTER OR B N G Ranch, LLC, WHICH B N G RANCH, LLC WOULD CONSIDER MERITLESS AND FRIVOLOUS, B N G RANCH, LLC will not be held liable in any way, be responsible for any court costs or attorney or legal fees , or be sued by Adopter for any expenses incurred as a result of this adoption. The adopter does hereby release, discharge, hold harmless, and agree to indemnify B n G Ranch, LLC, its agents, members, volunteers, Officers and Directors, and any other person, organization or corporation charged or chargeable with liability, their heirs, administrators, executors, successors, and assigns, from any and all claims, damages, costs expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, the Horse received by Adopter.**
3. **The Adopter may transfer ownership of the Horse to a new owner through the following process:**

* Adopter must notify B n G Ranch, LLC, in writing, of intent to transfer ownership of the Horse. This notification must include a detailed description of why Adopter desires to transfer the Horse.
* Adopter may list the Horse as available for sale in the venues of Adopter’s choice. The horse may also be listed as available for adoption on B n G Ranch’s LLC website, if available.
* Adopter must fully disclose history of Horse, including behavioral problems and/or injuries, to prospective owners, and conditions in which horse was received (i.e: abandonment by original owner, and potential lawsuit by original owner, as more fully described in part 2 above)

**B n G Ranch, LLC, reserves the right to require the return of the horse, at the Adopter’s expense, rather than transfer ownership.**

1. **USE OF HORSE:** The Horse is to be used for pleasure or competition riding only, and may not be used in or for racing, rental, rodeo, and/or circus productions. Regardless of type of use, **Adopter agrees not to work the horse beyond its physical limitations at any time.**

Adopter acknowledges that B n G Ranch, LLC, has not trained the horse in any way, and all adoptions are **AS- IS CONDITION, WITH ALL FAULTS AND WITHOUT ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS THESE ARE RESCUE HORSES**. **B n G Ranch LLC is available to answer any questions about the horses to the best of their knowledge, however, their knowledge is limited, and limited to the information received and circumstances , nature, and history of the Horse, make no warrantees or guarantees, and have no liability for any information, or condition of the horse.**

1. **STANDARDS OF CARE:** Adopter will provide appropriate food, water, shelter, exercise, attention, training, protection and any medical care necessary for the Horse’s welfare at their own expense. The level of care for the adopted horse(s) should conform to the highest standards in the industry and include, but not limited to the following:
2. The Horse shall have all annual vaccinations, to include at a minimum: West Nile, Rhino/Influenza, and Tetanus Toxoid, unless otherwise determined by your vet.
3. The Horse shall be de-wormed by paste either by a bi-monthly rotation schedule or on an evidence based schedule determined by bi-annual fecal results and resulting recommendations from your veterinarian.
4. A veterinarian shall be called for any serious illness and any serious injury.
5. The Horse shall be trimmed or shod by a qualified farrier a minimum of every 6 -8 weeks. Hooves are to be cleaned regularly.
6. The Horse shall be offered no less than 15 gallons of fresh water daily, either in buckets or in regularly cleaned water troughs. A pond or creek is not an acceptable primary source of water.
7. The horse shall receive the required daily feed allowance plus plenty of good quality grass or hay.
8. The horse shall have its teeth checked annually by a veterinarian and floated as needed.
9. The horse shall shelter from wind and bad weather.
10. The horse shall have safe and acceptable fencing suitable for the Horse and the Horse’s environment.
11. **RESERVATION OF RIGHTS:** To protect both the Horse and B n G Ranch, LLC, B n G Ranch, LLC, reserves the right to monitor and follow this adoption. The Adopter agrees to provide regular updates including photos, at B n G Ranch LLC’s request. If B n G Ranch, LLC suspects the horse is not properly cared for, or if the terms and conditions of the adoption are not met, and/or any misrepresentations have been made to B n G Ranch LLC by Adopter, B n G Ranch may terminate this agreement and require the horse be returned to B n G Ranch LLC. If the Adopter disputes the termination of this agreement by his/her signature below, Adopter agrees to surrender Horse for examination by a veterinarian examination by a veterinarian(s) if requested by B n G Ranch, LLC for an evaluation to determine the condition of Horse. Additionally, if breach of contract is disputed, Adopter further agrees to surrender Horse to B n G Ranch LLC, possession pending resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time B n G Ranch, LLC is caring for the Horse until resolution of the dispute by mediation, arbitration, or litigation as described below.
12. **ATTORNEYS FEES AND COSTS:** If legal action (using Washington State Law) is needed to recover the Horse or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/or arbitration, and/or agrees to personal jurisdiction in a Washington State District or Superior Court venue of B n G Ranch LLC’s choice, and further agrees to pay all court costs and reasonable attorney’s fees.
13. **INDEMNIFICATION AND HOLDHARMLESS AGREEMENT:** The undersigned Adopter understands that B n G Ranch LLC is not responsible for the accuracy of the information received about temperament, habits, history, or physical condition of horses available for adoption. Adopter understands that B n G Ranch LLC, is in no way liable or responsible for any damage, accident, or injury resulting from the actions of a Horse placed with Adopter and **the undersigned Adopter does hereby release, discharge, hold harmless and agree to indemnify B n G Ranch, LLC, its agents, members, volunteers, Officers and Directors, and any other person, organization, or corporation charged or chargeable with liability, their heirs, administrators, executors, successors, and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of, actions of the Horse received by Adopter.**

**BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMNIFICATION AND OTHER TERMS ABOVE.**

DATED THIS \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_

Signature of Adopter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Printed name of B n G Ranch, LLC Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of B n G Ranch LLC Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adoption Fee Received : \_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(CASH, MONEY ORDER OR CASHIER’S CHECK, CIRCLE ONE)**

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