



## TERMS AND CONDITIONS OF ADOPTION AGREEMENT / LIFETIME LEASE

1. The Adoptee agrees to KHR visiting and inspecting the property, where the horse will be kept.
2. The Adoptee agrees to care for and maintain the Horse and shall have exclusive use of the horse as a lifetime lease arrangement, for the purposes of \_\_\_\_\_ as agreed.
3. Under no circumstances is the Horse to be used for breeding purposes.
4. The Adoptee agrees that the progeny of The Horse if pregnant is included in this adoption agreement of the Horse.
5. The Adoptee agrees to notify KHR immediately of the birth of the progeny.
6. The Adoptee agrees to have the entire male Horse castrated and provide KHR with the vet report as soon as possible
7. The Horse shall be cared for and maintained by the Adoptee to ensure that the Horse remains in as good, or better, condition than at the time of the commencement of the agreement.
8. The Adoptee agrees to provide the Horse with at least one companion.
9. The Adoptee will use good judgement, seeking expert advice as necessary, in order to care for and maintain the health of the Horse.
10. The Adoptee is responsible for all expenses incurred during the term of the agreement relating to the welfare and maintenance of the Horse.
11. If the Horse requires veterinary care whilst in the care of the Adoptee, such care shall be immediately sought, with all costs incurred to be the responsibility of the Adoptee.
12. If, for whatever reason, the Adoptee is no longer able to care for the Horse, it shall be returned to KHR, and the adoptee will forfeit any costs paid thus far to KHR or any third party relating to the Horse or this Agreement.
13. KHR shall not be held responsible for any loss, damage, injury, claim, demand, cost and expense (including those of a legal nature) to person or property (including, but not limited to, any accident or injury to any person or animal that has contact with the Horse) arising from, or connected with, the use, stabling or acts of the Horse during the term of this Agreement, and the Adoptee indemnifies KHR of any such claim.
14. The Adoptee agrees to provide regular written and photographic updates of the Horse's welfare and condition every three months, or as requested in writing by KHR.
15. The Adoptee accepts that KHR is entitled to view/inspect the Horse subject to providing 48 hours' notice in writing
16. In the event that KHR is not satisfied with the condition of the Horse, or has substantial concerns associated with the Adoptee's ability to care for the Horse, KHR may issue a breach notice, with the breach to be rectified within 14 days. Such a notice will clearly outline KHR's concerns and stipulate where care or condition needs to be immediately improved.

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17. Should the concerns outlined in the breach notice not be remedied within the stipulated timeframe, and to the reasonable satisfaction of KHR, this agreement may be terminated (effective immediately) with possession of the Horse to be returned to KHR within 48 hours thereafter, at the expense of the Adoptee or by other arrangement.
18. In the event of this Agreement being terminated and the Horse is not returned within the prescribed time period, the Adoptee accepts that KHR is authorized to enter upon any property where the Horse is located in order to seize the Horse, and may use such reasonable force in order to gain access, as necessary. The Adoptee indemnifies KHR from any costs associated with the seizure, and any subsequent action taken by any party.
19. The Adoptee has rights to the Horse subject to the terms of an exclusive, lifetime lease. Possession of the Horse shall not be granted to any third party without the prior written consent of KHR, which may be withheld at the absolute discretion of KHR
20. The Horse shall not be given away, sold, leased, or leave the possession of the Adoptee without explicit, prior consent in writing from KHR.
21. The \_\_\_\_\_ Horse \_\_\_\_\_ will \_\_\_\_\_ be \_\_\_\_\_ kept \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_. If the Adoptee wishes to move the horse, KHR must be notified, in writing, at least 24 hours before the horse is moved.
22. Should the Horse die or require humane euthanasia, the Adoptee must provide KHR with photographic evidence or a veterinary report to support that the Horse is deceased. Such evidence must clearly show the markings, brands, and other identifying features of the horse.
23. In the event of the Adoptee's death, the Horse shall return to KHR
24. In the event of KHR ceasing operation, KHR reserves the right to transfer ownership to another person or entity of its choice. This agreement will remain in effect, with the nominated party being afforded all the rights and responsibilities of KHR as per this agreement.
25. The Adoptee agrees to make an adoption donation of \$500  
or \_\_\_\_\_ per month for \_\_\_\_\_ months, as determined by KHR.

I \_\_\_\_\_ agree to all terms and conditions of the KHR adoption agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_