

# EQUINE RESCUE RESOURCE INC.

PO Box 17, Pine Bush, NY 12566  
Phone: (845) 744-1728

## E.R.R. Placement Agreement

This agreement made and entered into between \_\_\_\_\_  
hereinafter called "Recipient" and Equine Rescue Resource Inc. hereinafter called ERR covers the placement of the  
following equine:

Name:	
Breed:	
Age:	
Sex:	
Height:	
Color:	
Markings:	

### THE RECIPIENT AGREES:

Recipient agrees that the named equine will reside at:


Transportation of the equine from the ERR facility to the new home is the responsibility of the recipient. If recipient needs more than 48 hours to pick up placed equine, boarding cost at the rate of \$\_\_\_\_\_ per day will apply and be paid prior to, or at the time of, the equine's pick-up.

The equine will not be moved to a new location without first notifying ERR of the new address and contact information for the new veterinarian.

The recipient agrees to permit a representative of ERR to visit the stabling property.

ERR has made no warranties or guarantees to the soundness, rideability, temperament or health of the equine placed.

Because the history of this equine is unknown, the Recipient must assume that nothing can be taken for granted and that the behavior evidenced at the time of placement, good or bad, may change as the equine adapts to the new home. Any statements made by Equine Rescue Resource Inc. are merely opinions and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition of the equine placed.

In the event the equine is no longer wanted, for any reason, the Recipient will return the equine to an ERR facility.

In the event the equine is being returned to ERR, the Recipient must provide return transportation or provide ERR with fifteen (15) days advance notice. At the time of return, recipient will furnish ERR with the following: a) negative Coggins test certificate less than one year old; b) copy of vaccination records; c) a written and signed statement explaining reason for return.

Recipient will provide ERR with a yearly photograph of the equine, accompanied by a veterinary statement that the equine is in good health and stabled at the location indicated in line number 1 of this Placement Agreement.

Recipient will feed, water, shelter, exercise and provide professional medical, dental and hoof care to properly maintain the equine in good health and weight while in the Recipients care, custody and control.

Recipient will provide, at minimum, a dry three-sided shelter and safe fencing for the equine.

Recipient will deworm equine to sufficiently protect against parasites.  
Recipient will vaccinate the equine for equine encephalitis, tetanus and rabies, as well as any other vaccination recommended by a licensed veterinarian, to adequately protect the equine from disease prevalent in the stabling location.

Recipient will treat the equine with kindness and respect and agrees to abide by all anti-cruelty laws of the state in which the equine will reside.

Equines are herd animals and to ensure mental and physical well being equine companionship will be provided. The equine may not be raced, bred, overworked, sold, given away, assigned or disposed of, or have any interest in thereof transferred. In the event the equine is sold, given away, disposed of, or has any interest thereof transferred, ERR will take action at the sole cost of the recipient and the ERR will be entitled to compensation by the recipient in the amount of five thousand dollars (\$5,000.00) or the actual value of the equine, whichever is greater, along with the additional costs/expenses related to investigation, recovery and rehabilitation.

If Recipient neglects, abuses or abandons the equine, ERR is just and right to immediately terminate the placement and immediately regain possession of the equine. ERR will seek all available remedies on behalf of the equine. In the abuse, neglect or abandonment causes the death of the equine, ERR will be entitled to compensation in the amount of five thousand dollars (\$5,000.00) or the actual value of the equine, whichever is greater, in addition to all costs related to seizure/recovery of the equine, veterinary care, carcass disposal, legal fees and court costs.

SPECIAL CONDITIONS/PROVISIONS specified for placement of named equine:


Recipient is aware that any payment or donation made to ERR is non-refundable.  
Recipient understands that Equine Rescue Resource Inc. (ERR) reserves the right to regain possession of the named equine in the event recipient fails to comply with any of the terms as set forth in this ERR Placement Agreement.  
Recipient understands what he/she is committing to by entering into a Placement Agreement with ERR and voluntarily agrees to hold ERR free from all liability to any person(s) or damage to or loss of property, real or personal, caused by any reason whatsoever related to the placed equine effective immediately as of the time this contract is signed and forever after.

The laws of the State of New York shall govern this agreement and the parties hereto agree to the jurisdiction of the courts of the State of New York should any dispute arise hereunder.

This document constitutes the entire agreement made between Equine Rescue Resource and the Recipient of the placed horse and there are no other agreements between them.

I, \_\_\_\_\_, the Recipient of the placed horse, have read and accept the terms, conditions and above-stated regulations that pertain to my acceptance and placement of said equine.

**RECIPIENT:**

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

\_\_\_\_\_  
Street Address/City/State/Zip Code

\_\_\_\_\_  
Telephone Numbers (home, work, cell)

**EQUINE RESCUE RESOURCE INC.**

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

\_\_\_\_\_  
Print