

## ADOPTION CONTRACT

The Parties to this Contract are the Society for Hooved Animal Rescue and Emergencies, a Not-For-Profit Illinois Corporation (hereinafter "S.H.A.R.E."), and \_\_\_\_\_ (hereinafter "Buyer").

WHEREAS, S.H.A.R.E. is the owner of the animal defined as follows:

Name: \_\_\_\_\_  
Species: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Color: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Age: \_\_\_\_\_

WHEREAS, S.H.A.R.E. desires to convey said animal to Buyer and Buyer desire to purchase said animal from S.H.A.R.E., in consideration of mutual promises stated in this Contract, the Parties agree as follows:

1. **Purchase Price:** S.H.A.R.E. agrees to sell to Buyer said animal and Buyer agrees to purchase said animal for the total sum of \$\_\_\_\_\_
2. **Payment Terms:** Subject to the conditions stated in this written Contract, in exchange for the consideration given by S.H.A.R.E. herein, Buyer agrees to pay 100% of the Purchase Price (*i.e.*, \$\_\_\_\_\_) upon execution of this Contract. Title to said Animal remains with S.H.A.R.E. until the full Purchase Price is received by S.H.A.R.E.
3. **Transition Period:** The period of time between the Execution Date of this Contract and the closing date shall be the Transition Period. During the Transition Period, said animal shall remain in the care of S.H.A.R.E. and the title to said animal shall remain with S.H.A.R.E. Buyer shall be responsible for the costs of care and shall pay to S.H.A.R.E. an amount of One Hundred Fifty (150) dollars per month. In the event said care occurs for a fraction of a month, the amount due for care shall be apportioned for the actual time under S.H.A.R.E.'s

care.

4. **Suitable Premises For Care:** Buyer intends to relocate within the next one hundred and twenty (120) days to premises suitable for care for said animal. These new premises are located at \_\_\_\_\_  
\_\_\_\_\_. Relocation of Buyer to said new premises is a condition precedent to closing this Contract. In the event Buyer does not relocate to said premises, this Contract shall terminate and forfeit the prepaid portion of the Purchase Price. However, amounts paid for Transition Period care shall not be refunded.
5. **Closing, Title Transfer and Delivery:** Upon tender of all payment required of Buyer, S.H.A.R.E. shall, subject to the restrictions and conditions contained in this Contract and any written amendment thereto signed by the parties, convey and transfer its title in said animal to Buyer and shall deliver to Buyer said animal, and all ownership records of said animal that S.H.A.R.E. possesses. Closing shall be held no later than one hundred twenty (120) days following the execution of this Contract by Buyer. Delivery of said animal shall be at S.H.A.R.E.'s principle place of business or such other place as the parties may mutually agree.
6. **Animal Care:** As part of Buyer's consideration under this Contract, Buyer agrees to maintain and care for said animal in accordance with the Illinois Humane Care for Animals Act (510 ILCS 70/1 et. seq.). Buyer also agrees to permit an authorized agent, employee, or representative of S.H.A.R.E. to enter upon Buyer's premises at reasonable times for the purpose of inspecting said animal to determine whether buyer is complying with the aforementioned Act. Buyer shall not relocate or lease, loan, or give possession of said animal to another party, individual, business, person or persons without the express written prior consent of an authorized agent, employee, or representative of S.H.A.R.E. If Buyer is found to have not complied with the Illinois Humane Care for Animals Act, and if after written ten (10) day notice is given by S.H.A.R.E. to Buyer to comply with said Act and Buyer does not so comply or correct the defaults or noncompliance stated in said notice, ownership and possession of said animal and all documents evidencing ownership shall revert to S.H.A.R.E. or its successors,

and S.H.A.R.E. may enter upon Buyer's premises where said animal is located and remove said animal, and this Contract shall thereafter be null and void and S.H.A.R.E. shall have no obligation to return the Purchase Price to Buyer.

7. **Right of First Refusal:** In further consideration for the purchase of said animal, Buyer agrees that if at any time subsequent to closing Buyer decides to sell or otherwise convey or transfer ownership of said animal to any third party, Buyer must offer S.H.A.R.E. the first right to take title and possession back of said animal for a tax deduction equal to the market value of the animal. When offering to S.H.A.R.E. the first right for purchase of said animal, Buyer shall notify S.H.A.R.E. in writing of the name and address of the party to whom Buyer would tender said offer, and the amount of the purchase price so tendered and all other terms of sale. Said offer and notification shall be made by certified, return receipt, mail sent to S.H.A.R.E.'s address at: *Society for Hooved Animal Rescue and Emergencies, P.O. Box 6933, Champaign, IL 61826*, or such other address as S.H.A.R.E. may notify Buyer from time to time. S.H.A.R.E. shall then have fourteen (14) days from the date of its receipt of said written notice in which to notify Buyer of S.H.A.R.E.'s exercise of its right to purchase said animal from Buyer. In the event S.H.A.R.E. does not so notify Buyer within said time, Buyer may convey and transfer all Buyer's right, title, and interest in said animal to the third party designated in the written notice, and all other obligations between S.H.A.R.E. and Buyer under this Contract shall terminate. In the event S.H.A.R.E. exercised its right of first refusal S.H.A.R.E. will provide a tax credit for the market value of the animal.
8. **Risk of Loss:** Buyer agrees to purchase said animal from S.H.A.R.E. in "As Is" condition as of the date Buyer executes this Contract, and S.H.A.R.E. makes not warranties or representations to Buyer concerning the condition, health, or age of said animal. In the event said animal dies, or its health or condition worsens subsequent to the time of Buyer's execution of this Contract but prior to the time of closing, Buyer shall have the right to rescind this Contract by notifying S.H.A.R.E. in writing and Buyer shall then be entitled to a refund of any monies tendered to S.H.A.R.E. attributable to the Purchase Price prior to Buyer's

rescission.

9. **Liability and Indemnification:** S.H.A.R.E. shall not be liable to Buyer or any other person(s) for any bodily injury or property damage, losses or damages of whatsoever nature, and wheresoever located, caused by any action, inaction, behavior or health of said animal, or caused by any act or omission on the part of S.H.A.R.E. or its employees or agents. Buyer agrees to indemnify and hold harmless S.H.A.R.E. and its employees and agents for any claims made by any third parties against S.H.A.R.E. or its employees or agents for any damages or injuries claimed by said third parties arising out of any action, behavior, or health of said animal or any act or omission of S.H.A.R.E. for which said damages or injuries were caused or contributed by any act or omission of Buyer. Buyer and Buyer's successors who engage in equine activity expressly assume the risk and lawful responsibility of engaging in equine activity, and expressly assume the risk for any injury, loss or damages to persons or property resulting from the risk of equine activities.
10. **Default:** In addition to any other terms or conditions regarding default contained in this Contract, in the event Buyer defaults in any provision of this Contract, S.H.A.R.E. may recover any reasonable attorney's fees and court costs incurred by S.H.A.R.E. in the enforcement of any term or provision in which Buyer is in breach, or in the collection of any monies owed to S.H.A.R.E. for any damages arising out of said breach, or in any legal action in which S.H.A.R.E. seeks damages and/or enforcement of any terms in this Contract or any amendments thereto.
11. **Miscellaneous:** This Contract contains the entire agreement between the parties relating to this matter and no future provision or term shall be enforceable unless placed in writing and executed by both parties. Venue for any action taken in law or equity by the parties relating to this Contract shall be in Champaign County, Illinois. This Contract shall be binding upon the heirs, successors, and assigns of the Parties. Buyer may not assign Buyer's interests in this contracts to any other party without the written consent of S.H.A.R.E.

Acknowledged and agreed to by the Parties:

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by and on behalf of S.H.A.R.E.

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Buyer

Execution and Effective Date For Both Parties:

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