

## **PAYMENT PLAN AGREEMENT**

This Payment Plan Agreement (Agreement) dated \_\_\_\_\_ is by and between:

Adopter: \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, Zip \_\_\_\_\_ and Black Diamond Rescue & Rehab Inc. (BDRR)

### **HEREINAFTER, BDRR and Adopter agrees to the following:**

At the time of this Agreement, the Adopter owes BDRR the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (Total Balance) for the horse described as:

Horse Number: \_\_\_\_\_ Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_  
Legs: \_\_\_\_\_ Face: \_\_\_\_\_  
Scars: \_\_\_\_\_ Brand: \_\_\_\_\_  
Microchip: \_\_\_\_\_ Other: \_\_\_\_\_

### **The Adopter agrees to the terms listed below by initialing each term:**

\_\_\_\_\_ I understand and agree to pay the full Current Balance owed to BDRR for the horse I am adopting.

\_\_\_\_\_ I understand and agree that the horse listed above will remain with BDRR until the balance owed of the horse and all miscellaneous expenses related to the horse are paid in full.

\_\_\_\_\_ I understand and agree that any deposit and/or payments that have been made are nonrefundable.

\_\_\_\_\_ I understand that if I pay a deposit and the balance is not paid within 30 days, that the horse will go back to BDRR without recourse.

\_\_\_\_\_ I understand and agree that I will pay for the hay, feed, vet, and all miscellaneous expenses related to the horse while the horse is at BDRR every Friday.

\_\_\_\_\_ I understand and agree that this Agreement is for adopting one (1) horse that is at least \$1000.00 with an approved Adoption Contract.

\_\_\_\_\_ I understand that I have 30 days from the date of this Agreement to have the balance due paid in full for the horse along with all miscellaneous expenses relating to the horse.

\_\_\_\_\_ I understand that this is not for a horse in training. A separate Agreement will be made for training and all fees associated with training.

\_\_\_\_\_ I understand that if I adopt a horse that is not trained and I want the horse trained, that the cost of the horse will go up depending upon what training is needed or wanted.

\_\_\_\_\_ I understand that this agreement will be revised to reflect the new balance for any training that is requested by me, and I understand that it could take at least 3 months to do basic training and I will be responsible for all the training fees.

**REPAYMENT PLAN:**

- a) Down-Payment of one-half. The Adopter shall pay: \$ \_\_\_\_\_ of \$ \_\_\_\_\_.
- b) Adopter shall pay BDRR the adoption balance of \$ \_\_\_\_\_ on this date: \_\_\_\_\_.
- c) Adopter is required to pay BDRR by (check one):

PayPal    Cash App    Zelle    Venmo    Check    Cash

\*\*All checks must be cleared first before possession of horse is allowed. \_\_\_\_\_

**LATE PAYMENT:** Any partial or late payment under this Agreement shall be made within 3 days after the due date or this Agreement shall be in default. *Adopter must notify BDRR in writing to ask for an extension.*

**DEFAULT:** If for any reason, the Adopter should not oblige to any section or portion of this Agreement, the Adopter shall be considered in default. Under such an event, all amounts paid will be forfeited unless the remaining adoption balance of the horse is paid within three (3) days after the final date of \_\_\_\_\_ if the Adopter is still interested in the horse otherwise the horse will be listed up for adoption to someone else.

**GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas (Governing Law).

**ENTIRE AGREEMENT:** This Agreement contains all the terms agreed by the Adopter and BDRR relating to the above-named horse, including any attachments, or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements apart from the signed Adoption Contract.

**IN WITNESS WHEREOF,** the Adopter and BDRR have executed this Agreement as of the undersigned dates written below:

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

Printed Name of Adopter: \_\_\_\_\_

Signature of BDRR Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of BDRR Officer: \_\_\_\_\_