

HorseNet Horse Rescue

A 501(c)3 Non Profit Horse Rescue Organization
P.O. Box 358
Mount Airy, MD 21771
info@horsenethorserescue.org | www.horsenethorserescue.org

Adoption Agreement

Adopter's Name		
Home Address:		
E-Mail:	County:	
Mailing Address: (If Different):		
Home Phone:	Work Phone:	Cell/Pager:
Veterinarian:	Vet's Phone:	
Stable Name/Address/Phone:		

This agreement is between HorseNet, Inc. [hereinafter "HorseNet"] and the above referenced Adopter regarding the adoptive placement of: _____ (Horse's Name)

Breed: _____ Age: _____ Sex: _____ Hands: _____ Color: _____

Being adopted with the following special notation / limitations:

For the non-refundable fee of: \$ _____, Adopter will be permitted to take custody of the above named horse, but HorseNet will still be considered the co-owner and Adopter is bound by this agreement and any updates, addendums, or policy changes that occur hereafter. Adopter will be informed about any additional paperwork required.

I. Non-Veterinary Professional and Other Care:

Adopter agrees to provide this horse with proper feeding in order to maintain an adequate weight and health (see section on weight), free access to water, minimum three-sided shelter, adequate fencing and turnout. In addition, the horse will be wormed on a rotational scheduled, have teeth floated regularly or "as needed", shod/trimmed by a professional farrier care every 6 – 8 weeks, and seen annually by a veterinarian.

II. Required Veterinary Care:

Adopter agrees to have a licensed veterinarian administer an annual Coggins test, conduct regular dental care and administer routine vaccinations including, but not limited to: Eastern / Western Encephalitis, Tetanus, Rabies, Flu, Rhino and any other inoculations for endemic diseases as recommended by Adopter's veterinarian. Additionally, in the event of an injury, the Adopter agrees to seek and have treated wounds / illnesses by a licensed veterinarian.

III. Adopter covenants, warrants, agrees and understands that:

1. Said horse stated above cannot be sold, auctioned, given away, traded, bred, leased or used for any commercial purpose whatsoever.

2. Should the Adopter no longer be able or willing to care for said horse it must be returned to HorseNet and the following conditions apply;

- 1) Adopter must notify HorseNet via email (info@horsenethorserescue.org) of the Adopter's wish to return said horse.
- 2) Adopter understands that HorseNet operates at capacity and it may take some time to make room for said horse, therefore, Adopter agrees, at their own expense, to hold onto said horse until there is room, therefore Adopter is advised to give HorseNet as much notice as possible.
- 3) Adopter understands, upon return, said horse requires a current negative Coggins, is up-to-date on vaccinations required by HorseNet's Executive Director and will be accompanied by a \$250 fee to cover expenses relating to the return of that horse.

3. Should adopter be convicted of a crime, the adoption agreement will be considered null and void and the horse will need to be returned to HorseNet immediately and at their expense; Should Adopter be accused of a crime, the horse shall be returned to a HorseNet facility for care and monitoring until legal proceedings are completed and a judgment has been reached.
4. Should an Adopter return a horse to HorseNet for any reason, the Adopter, forfeits any rights of use, ownership or possession in said horse, is not entitled to any adoption fee refund, and deemed ineligible to adopt from HorseNet.
5. Should said horse face an imminent terminal condition without reasonable expectation of recovery, the horse may be euthanized and then only by a licensed veterinarian. A signed statement from the veterinarian as to the reasons for the euthanization must be submitted to HorseNet within 5 days of the horse's demise.
6. Should said horse need medical treatment Adopter cannot afford, Adopter agrees to contact HorseNet immediately for a decision regarding the horse's care.
7. Adopter agrees to provide HorseNet with a current photo of said horse annually on or before September 30th.
8. Adopter hereby authorizes HorseNet, Inc. to obtain all veterinary records directly from any veterinarian treating this horse. A copy of this form shall serve as a release and authorization to the applicable veterinarian, for delivery to HorseNet of any or all veterinary records maintained. The Adopter certifies that the horse's veterinary care will be provided by a licensed veterinarian, and Adopter will immediately notify HorseNet of a change of primary veterinary care.
9. Adopter agrees that said horse will reside at the stable location listed above. Should the horse's location change the Adopter will inform HorseNet within 5 calendar days of that move. Should said horse be moved to a facility not owned by Adopter, Adopter will have stable owner/manager sign HorseNet's Offsite Boarding Agreement. This agreement must be returned to HorseNet within 15 days of the horse's move to the facility.
10. Adopter indemnifies and holds harmless HorseNet and any of its agents and/or officers from and against any and all liabilities, claims, damages and actions, costs and expenses of any kind or nature relating to or arising out of this agreement and/or any breach, violation or non-performance of any of Adopter's obligations. Notwithstanding the foregoing, the Adopter shall at all times remain liable for and indemnify and hold harmless HorseNet and any of its agents and/or officers against any and all liabilities, claims, damages and actions, costs and expenses of any kind or nature relating to or arising out the perils of horse ownership and/or related to this horse, including, but not limited to, injury to any person(s) or property. (HorseNet makes no representations or guarantees, express or implied, about the soundness, abilities, temperament or health of the horse).
11. Any intention to create a joint venture or partnership relation between the parties hereto is expressly disclaimed.

IV. Weight:

Adopter understands said horse must maintain proper weight and condition as described by the Henneke Scoring System: "5 - Moderate" (From standards published by the National Animal Control Association). Upon acquiring a horse in condition and weight other than 5-Moderate, the Adopter is required to improve upon the horse's weight and condition to 5-Moderate (*i.e. Back is level. Ribs cannot be visually distinguished, but can be easily felt. Fat around tailhead beginning to feel spongy. Withers appear rounded over spinous processes. Shoulders and neck blend smoothly into body*) within a reasonable amount of time unless the horse is unable to reach or maintain this condition or except as provided under the Special Notation Section above.

V. Liability:

- . Adopter accepts possession of this horse with full understanding of any and all obligations appurtenant thereto;
- . Adopter acknowledges said horse's history and limitations (noted above) and agrees to provide care based on those special needs and any other needs that may arise over the course of said horse's life;
- . Adopter understands horses are prey animals and may become dangerous or exhibit different temperaments in different locations, environments and situations; Adopter will provide a safe and harmonious living situation for the horse.
- . Adopter accepts sole liability for this horse, including injury to any person or property.

VI. Visitations / Inspections:

Adopter agrees that an agent authorized by HorseNet has the right at any time, announced or unannounced, to visit this horse, and inspect its housing and physical condition. If, in the sole and absolute discretion of HorseNet, it is felt that the horse has been neglected or is not receiving sufficient or proper care, or that the Adopter is otherwise in

material violation of this agreement HorseNet shall have the unconditional right to retake possession of this horse as well as any other horse(s) placed with this Adopter by HorseNet.

Signature:

Date:

I, on behalf of HorseNet Inc., hereby approve placement for adoption of the above-mentioned horse.

Signature:

Date:

Printed Name

Title: