

United States Equine Sanctuary & Rescue

Adoption Contract

This agreement is made between the Corporation, United States Equine Sanctuary & Rescue and _____, hereby referred to as "Adopter".

1. Adopter agrees to adopt and care for the following equine according to the terms and conditions set forth in this contract.

A) Name of Equine: _____

B) Age of Equine/d.o.b. (if known) : _____

C) Gender/sex of Equine: _____

D) Equine approximate height: _____ hands (one hand equals four inches).

E) Breed : _____ F) Approximate weight : _____

G) Registry & Registration Number: _____

H) Description of Equine, including colors, scars, brands, and tattoos:

2. After the adoption, USESR will provide adopters with a written description of the equine's previous known health history, and any other known history of the animal with the exception of the former owner's name, if known by USESR, unless otherwise stated in this contract. **Animals adopted from USESR include no guarantees** regarding soundness, temperament, or general condition. Adopter recognizes and agrees to hold harmless USESR, its directors, officers, heirs, or assigns forever for any damage or injury to property or persons forever (hereby referred to as "USESR".)
3. The Adopters will, at his/her own expense, provide the adopted Animal with adequate and proper quantities of wholesome and nutritious feed and water, safe and adequate shelter, proper and adequate exercise and turnout, appropriate hoof care and veterinary attention (including such treatment and preventative care against parasites and diseases as may be recommended in Adopter's geographical area), and, in general, treatment in accordance with humane and prudent practices of equine and/or large animal care.

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4. *****Visible ribs on an any animal in the care of the adopter on two or more consecutive or nonconsecutive inspections will be grounds for termination of the adoption process on the grounds that if the adopter shall allow another animal in his or her care to be in a state wherein the animal is underweight, then it is indeed possible that the adopter may allow an adopted Equine to also be underweight. In addition, the absence of adequate water supply that is reasonably fresh and free of contaminating debris on two or more consecutive or nonconsecutive inspections shall be cause for termination of the adoption.*****
5. The Adopter agrees to advise USESR of the exact location where the Animal will be kept, including complete physical address and directions to the location in writing, prior to accepting delivery of the Animal. The Adopter further agrees that **a representative of USESR may make unannounced visits at any time to any location where Animal is located** for the purpose of confirming that the care required in this contract is being provided.
6. Adopter agrees that Equine will not be relocated for a period of longer than 14 days without prior written consent of USESR. This includes, but is not limited to: breeding, training, boarding or special medical care (other than a veterinary hospital).
7. In the event that Equine is no longer wanted by Adopter or Adopter believes that he or she can no longer provide adequate care for said equine, for any reason, under any circumstances, Adopter agrees not to sell, lease, give away or otherwise transfer ownership of Equine to any person, party, or entity or other equine or animal rescue organization or individual. Should Adopter become unable to or unwilling to continue to care for adoptive equine according to the terms and conditions set forth herein, Adopter agrees to return adoptive equine to USESR Headquarters in Bridgeport, Texas, at adopters expense, and as outlined in Letter A, below:
 - A) In the event an equine is voluntarily relinquished to USESR, Adopter shall at that time forfeit all adoption fees and other monetary investments Adopter may have applied to the care of said adoptive equine. Adopter shall also pay, at the time of relinquishing adoptive equine to USESR, a **\$50.00 Relinquishment Fee** to USESR at the time equine arrives in the care and/or custody of an authorized USESR representative.
 - B) Voluntary relinquishment of an adoptive or adopted equine to USESR does not in and of itself constitute disqualification for subsequent adoption of a different USESR equine in the future.
 - C) Adopter is fully responsible for returning a voluntarily relinquished equine to USESR. Adopter shall self-transport said equine or pay a professional equine hauler to transport said equine. Adopter may also pay a trusted acquaintance to transport equine back to USESR Headquarters in Bridgeport, Texas.
 - D) Voluntarily relinquished equine must be delivered to USESR Headquarters in Bridgeport unless written permission is given to Adopter allowing said equine to be transported to an alternate location.

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- E) Adopter may submit an Indigent Plea to USESR Headquarters, requesting that part or all expenses outlined in Number 7 of the contract be waived. This would take place in the event Adopter submits proof of household income versus household expenses and outstanding debt on the part of Adopter, demonstrating Adopter's immediate need for financial relief of all or part of the monetary obligations associated with voluntary relinquishment of adoptive or adopted equine.
- F) Adopter may request USESR provide transport for the voluntarily relinquished equine. If this is so, USESR shall charge Adopter fuel costs, as well as lodging and meal expenses as required by the USESR representative who transports the relinquished equine. In the event lodging and meals are a necessary part of expenses incurred by USESR representatives during transport of relinquished equine, a deposit in the form of a money order or cashier's check shall be placed in USESR's possession prior to any act of transport is taken or began by USESR representative performing transport services. Said deposit shall be not less than \$100.00. If expenses for transport exceed \$100.00, Adopter will be billed for the balance of costs associated with transport of relinquished equine.
- G) USESR is under no obligation to transport voluntarily relinquished equine. Full responsibility for transport of and care of relinquished equine belongs to Adopter. Adopter retains full responsibility for relinquished equine, its care and the continuation of abiding by all of the terms set forth in this contract until said equine arrives in the care of an approved USESR representative.
- H) Adopter hereby agrees to give USESR not less than one month (30 days) notice, in writing, of an impending change of residence which results in Adopter's voluntary relinquishment of equine. Under some circumstances, USESR may allow Adopter to move out of state and take adoptive equine with Adopter.
- I) In the event that such a move takes place in a shorter period of time, Adopter hereby agrees to arrange for equine to temporarily board in a location agreed upon by USESR and Adopter, where equine shall be cared for humanely, according to the terms and conditions of this contract, and where equine can safely remain until at least one month (30 days) has passed since Adopter first notified USESR in writing of Adopter's pending move/relocation and subsequent voluntary relinquishment of adoptive equine.
- J) Upon notice to USESR of voluntary termination of adoptive equine, Adopter hereby agrees to submit to USESR Headquarters, copies of current negative Coggins test, proof of current vaccinations including Rabies and West Nile Virus (among others), date of last hoof trim and date and product of last worming of equine being relinquished. Absence of any one or more of the requested documentation shall result in Adopter being penalized in the amount of not less than \$50.00 and not more than \$1,00.00. Exact amount shall be determined by the amount USESR will have to spend to bring the relinquished equine up to standard of care necessary for USESR to adopt relinquished equine to a subsequent adopter, including current negative Coggins test, all vaccinations including Rabies and West Nile Virus, deworming, hoof care and medical care for equine being relinquished as may be needed at the time of relinquishment.

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K) Adopter may request proof of exact expenses referred to in Letter (J) of this contract. USESR shall not inflate these expenses under any terms or for any reason. Adopter shall not be penalized for lack of current negative Coggins test, farrier services, de-worming products, medical expenses, or vaccinations above actual costs incurred by USESR for the purpose of bringing said equine up to standards which enable said equine to be adopted to a subsequent adopter.

8. Adopter agrees to provide USESR with copies of veterinary records, feed and hay receipts, farrier receipts, and a written report on the progress of Equine and it's current situation/condition. Receipts and reports must be submitted once every 90 days for the first year of possession. After the above stated first year goes by, USESR may request same receipts at random. All receipts are due within 10 days of date of request by USESR. When the 30 day period goes by, Adopter then has 10 days from the 30th day to submit the receipts and the report. The report should contain information such as if Equine is being ridden, what discipline he/she is being ridden under, how Equine gets along with pasture mates, if the Equine is bred or gelded during the 30 day period, and all other general and pertinent information.

9. Registration of Animal is to be kept in USESR's name for the singular reason that in the event adopter dies or becomes physically unable to care for the equine (as in the event of terminal illness or permanent invalidism), USESR can prevent Equine from being removed by a care-giving friend or relative without Adopter's consent.
- A) Registration papers for geldings may be awarded to Adopter after the adoption is final and a Certificate of Adoption is issued.
 - B) Registration papers for mares may be awarded to Adopter after the adoption is final. Consideration will be placed only upon the age and physical health of the mare at the time the adoption is final.
 - 1) Registration papers for mares may be awarded to Adopter at any time prior to the finalization of this adoption contract. Consideration will be placed only upon the age and physical health of the mare. The reason for an adopter to request "Early Papers" shall be considered after the two prior conditions are fully considered and contemplated by USESR officers and directors.

10. Breeding of adopted animals is not permitted until the adoption is final, without special written permission from the President and one other officer of USESR. Once the adoption is final, Adopter will receive a certificate of adoption from USESR. If a mare or stallion is bred after the adoption is final, the foal that is produced by that breeding automatically becomes a part of this contract and is subject to all terms and conditions set forth herein. **Offspring of bred stallions or mares are to remain at their sire or dam's side for life.** Under no circumstances shall Adopter engage in breeding mares or stallions for purposes of selling their offspring for profit. If a mare is pregnant at the time of the adoption, the foal automatically attaches to this contract and cannot be sold. The exception to the foal attaching to the sire or dam's adoption contract immediately and permanently, is when the life of either the dam or the foal is in danger.

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- A) Under no circumstances shall any breeding be done if the foal cannot be registered. This means that either the sire or the dam must be registered in a purebred breeding registry recognized as legitimate by USESR and said registry must permit mixed breed horses to be included in the registry. For example, the Arabian Horse Registry permits a foal to be registered as long as either the sire or dam are registered with The Registry prior to conception of the foal. In such case, the foal is considered a “half-Arab” and registration papers are issued. Check your breed’s official registry for their individual rules on registering “part-bred” foals.
- B) All foals born to adopters under the terms of Number 8, Letter A of this contract shall be registered with a registry recognized by USESR as legitimate, no later than six (6) months after the birth of the foal.
- C) Mares that are not 100% sound shall not be bred, ever, for any reason.
- D) Mares and stallions which have physical abnormalities due to congenital or developmental disorders shall not be bred, ever, for any reason.
- E) Mares and stallions which have behavioral problems shall not be bred, ever, for any reason.
- F) All registration of adopted USESR equine must be in the name of USESR and the adopter, jointly. This rule also applies to any foals born to or of an USESR adopted mare or stallion.

11. Adopter agrees to notify USESR within **7 days** of the date that Animal dies and to furnish an explanation of death including attending veterinarian’s statement, or a written testimony of an eye witness account of the death or deceased equine, from a current USESR officer or director, within 14 days of the date of Equine’s death.

12. Adopter agrees that in the event that USESR determines that there has been a material violation of the terms and/or conditions of this contract (including but not limited to: failure to provide adequate care, failure to allow access for on-site inspection of adoptive/adopted equine and its habitat, suspected acts of hostility toward USESR by Adopter, Adopter’s friends, family, acquaintances or agents, or by moving Equine without prior written consent by USESR, or is notified of the Adopter’s involvement with a humane society or animal control agency resulting in a warning or citation for the inhumane treatment of any animal), Adopter will be in breach of this contract and USESR may recover immediate possession of Equine without legal recourse and as described elsewhere in this contract.

- A) If such an event takes place, USESR shall notify Adopter of the Move to Terminate the Adoption, via regular mail, certified or registered mail, e-mail, telephone, voice mail message to cell, work, or home phone.
- B) USESR shall send said notification in as many forms as possible to ensure that Adopter is duly notified of the pending act of Termination.
- C) Adopter shall be given notice to surrender adopted equine and a deadline for said surrender shall be noted on all Move to Terminate notices as referenced above.
- D) In the event USESR determines the life or health of the adoptive equine is in imminent or immediate danger, USESR reserves the right to remove adopted equine without prior notice of any kind. USESR shall notify local law enforcement of the act of immediate termination of adoption contract and seek the presence of law enforcement at the time adoptive equine is picked up by USESR or it’s authorized representative.

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- E) If Adopter denies USESR's Move to Terminate, USESR shall file suit against Adopter and Adopter does hereby agree to pay all court costs associated with said lawsuit. USESR shall seek immediate relief in the form of requiring Adopter to release adoptive equine to USESR or its agents in a timely manner, and Adopter shall permit all USESR members, officers, representatives and agents full access to any and all areas necessary for collection of adoptive equine.
 - F) Said lawsuit shall also seek monetary reimbursement for all expenses associated with transport of adoptive equine, as well as costs USESR must incur to bring equine up to standard required by USESR prior to adoption of an equine, specifically, Adopter must relinquish to USESR Headquarters a copy of current negative Coggins test, proof of current vaccinations including vaccination against Tetanus, Rabies, West Nile Virus and all diseases routinely included in the region of the state in which the adoptive/adopted equine resides while in Adopters care, & date and product of most recent worming, and a farriers receipt showing equine to have been attended to by the farrier not more than five (5) weeks prior to the date USESR takes possession of said equine.
 - G) Adopter hereby agrees to reimburse USESR for all medical expenses required for adoptive/adopted equine upon termination of adoption. Adopter may avoid incurring these expenses if he/she provides USESR with proof of current medical and/or veterinary care regarding all current wounds, illnesses, diseases or other unnatural or suspicious physical conditions present, which are observed by USESR representatives at any time prior to, during, or after USESR obtains physical possession of said equine, for a period not to exceed 10 days from the date equine is picked up by USESR representatives.
 - H) In addition, Adopter hereby agrees to pay USESR relief for time expended to secure and possess adoptive equine due to Termination of adoption at an amount of not less than \$100.00 and not more than \$250.00, on the grounds that USESR is a volunteer organization seeking only to do good for equine; Adopter has disrupted USESR's ability to carry out and complete its mission and shall make full restitution as ordered and decreed by the Judge's ruling in court.
13. Failure of USESR to take the action authorized above does not waive USESR's right to take such action at any time including, but not limited to, any subsequent breach by Adopter.
14. **Equine remains the sole legal property of USESR** until the Certificate of Adoption is issued. After the Certificate of Adoption is issued, the terms and conditions set forth in this contract regarding the subsequent sale of the equine shall remain in full effect **for the duration of the life of the equine.**
15. All adoptions are considered final in not less than two years and not more than three years. Two years shall be the standard period of time, but may be extended by USESR at any time, for any reason, before the exact date of the two-year anniversary of the signing of this contract. No notice is due Adopter that the adoption period has been extended and no explanation of reason for extension is due Adopter. Adopter is hereby given notice that it is to the benefit of USESR that all adoptions be final in two years.

16. **Penalty for loose equine:** A \$100.00 penalty shall be assessed by USESR in the event of a USESR representative picks up an adoptive or adopted equine for removal or transport for any reason, if said USESR representative has to chase the equine around to capture it, for a period of more than ten (10) minutes. USESR shall seek collection of said penalty in a court of law, if necessary, wherein Adopter hereby agrees to pay all court costs associated with said lawsuit. *Note to Adopter: Simply penning equine and placing a halter on it can easily avoid this expense.
17. **Be it hereby known that USESR does not sell equine** under any circumstances. All equine are placed in adoptive homes under the express understanding that once placed, the Equine shall remain in the permanent care of the adopting party unless and until this contract is breached by the adopter.
18. **IN THE EVENT OF TERMINATION OF ADOPTION OF EQUINE AND IT'S SUBSEQUENT REMOVAL FROM ADOPTER'S CARE, SO SHALL ALL OTHER PENDING ADOPTIONS TO ADOPTER FROM USESR BE TERMINATED ALSO, REGARDLESS OF ANY AND ALL OTHER FACTS. IN OTHER WORDS, LOOSE ONE, YOU LOOSE THEM ALL.**
19. **If there is sufficient reason to believe Adopter has given or sold the Equine to slaughter, or has given or sold the Equine to any individual or entity who has then taken the Equine to slaughter, be they the direct individual or a third, fourth, or even fifth party down the line, Adopter hereby agrees to pay damages to USESR of not less than \$5,000.00. Adopter will be given 15 days to produce Equine in Adopter's possession, after such time, if said Equine has not materialized, all Equine in the process of being adopted by Adopter from USESR shall be given over to or returned to USESR within 30 days of the date Adopter is notified of the procedure being implemented and all pending adoptions shall be revoked and Adopter shall be ineligible to adopt from USESR ever again.**
20. **SPECIAL CIRCUMSTANCES:** Special Circumstances consist of the following circumstances surrounding said Equine to whom this Contract applies:
- 1) Regarding all adoptions of a male horse- aka: colt, aka: stallion under the age of 3 years shall have said horse gelded by a professional veterinarian and said veterinarian shall use adequate drugs to ensure said horse feels no pain. Original receipt for gelding surgery shall be submitted to USESR Headquarters no later than 30 days after the date of gelding surgery. Such surgery shall be the sole financial obligation of Adopter. Grounds for not submitting proof of gelding by a qualified veterinarian in the form of an original receipt for gelding surgery is removal of equine from Adopter's care following notification by U.S. mail from USESR to Adopter, stating intent and cause.
 - A) All colts adopted prior to an age suitable for gelding shall be gelded no later than one (1) year of age, unless a veterinarian states in writing that both testicles have not dropped and said veterinarian recommends waiting until both testicles have dropped. In such a case, said veterinarian shall state a date or exact age at which the colt will be considered a cryptorchid and the special surgery to sterilize the cryptorchid colt shall take place.

- B) Once an un-gelded colt reaches one (1) year of age, if gelding is not done immediately, Adopter must contain the un-gelded colt in a secure pen that adequately ensures said colt can not reach a mare to breed her. Said colt shall not be allowed to run with mares at any time until one month after he is gelded.
 - C) The pen, referenced above and hereby referred to as a/the “stud pen”, shall be large enough to ensure the colt has adequate room to run and play in and shall have the required shelter and fencing that USESR requires for all of it’s adopted equine.
- 2) Regarding all adoptions of equine not yet trained to accept a rider under saddle: these equine shall be trained to accept a rider under saddle no later than one year after this contract is signed and no sooner than when the equine has reached three (3) years of age.
- A) It is an exception to this rule if the equine in question is a donkey/burro, miniature horse, or if said equine is deemed too lame to be ridden by two different and unrelated veterinarians. A statement by each to that effect shall be forwarded to USESR Headquarters no later than twelve (12) months following the date this contract was signed and same statements from qualified veterinarians shall be sent to USESR Headquarters every subsequent one year anniversary of the signing of this contract, said year being 12 months to the exact date of this contracts signing. Statements by two qualified Veterinarians shall be not more than 60 days old.
 - B) The only exception to this requirement is in a case where the equine is horribly disfigured at the time the adoption takes place. If we adopt a 3-legged equine to you, we know it is too lame to be broke to ride, therefore we do not require any veterinarian’s statement in cases such as, or similar to, this.

THIS CONTRACT IS NOT VALID UNTIL ADOPTER HAS PASSED A SITE INSPECTION BY USESR SITE INSPECTOR. THERE ARE NO REFUNDS ON ADOPTION FEES UNLESS THE ADOPTION APPLICATION PROCESS RESULTS IN A DENIAL OF ELIDIGIBILITY.

Print Adopter(s) full legal name:

Adopter(s) physical and mailing address in full: _____

Complete physical address where Animal will reside: _____
