

Horse Rescue United
www.horserescueunited.org
lunar_aradia@yahoo.com

(Please be sure to initial each page, where indicated)

Horse:

Adopter:

Age of Horse:

Mare, Gelding (Circle One)

(Color of Horse)

Freezebrand #

Markings:

Adopter's Address:

Phone:

(home) Phone:

(work)

Email:

Driver's License No. _____

ADOPTION AND PLACEMENT AGREEMENT

This agreement is entered into between Horse Rescue United, a nonprofit corporation, whose purpose is to place unwanted horses into permanent adoptive homes and _____ (hereinafter "the Adopter"). Whereas Horse Rescue United (hereinafter "HRU") is the owner of the above referenced horse, the Adopter agrees to take legal ownership of the horse and agrees to the following terms and conditions:

1. The adoption fee of \$ _____ is non-refundable. Adoption prices are set at the discretion of HRU.

HRU requires a minimum trial period of 60 days for all horses. If for some reason the trial period is deemed unsuccessful by HRU, the horse must be returned to HRU immediately, at Adopter's expense. Failure to do so will entitle HRU to file suit in a court of competent jurisdiction with all attorney fees and costs of suit to be paid by Adopter.

At the time the horse leaves for the 60 day trial period, one-half (1/2) of the agreed upon adoption fee will be paid directly to HRU less the \$25 application fee previously paid. If the 60 day trial period is deemed a success, the remaining one-half (1/2) balance due of the adoption fee will be due within seven (7) days of concluded trial period. Should the balance of the fee not be paid within that time and alternate payment arrangements have not been made with HRU, the horse will immediately be returned to HRU, at Adopter's expense, and the adoption terminated. Adopter will not be entitled to a refund of any deposit monies paid thereto if the trial period is deemed unsatisfactory by either or both Adopter and HRU; application and trial period fees will be used as a donation towards the horses under HRU's care. The Adopter shall immediately relinquish any and all rights to the horse and shall execute any document necessary to transfer possession of the horse to HRU. In the event the Adopter refuses to relinquish possession of the horse, HRU shall institute legal proceedings against Adopter in the State of New Jersey. The Adopter

shall pay HRU's attorney fees and costs of suit. By executing this Contract, the Adopter agrees to all provisions herein and expressly submits to the jurisdiction of the State of New Jersey, Superior Court for any legal action that may be instituted by either HRU or Adopter.

2. The horse may never be raced, bred, sold, given away, leased, used for lessons or therapeutic programs, assigned or disposed of, or have any interest in thereof transferred for remainder of horse's life. The Adopter agrees to pay to HRU liquidated damages, attorney fees and costs in the amount of \$10,000 to HRU for any violation of this provision. Only upon the written authorization of HRU, if a life-threatening situation should arise, only a licensed veterinarian may humanely chemically euthanize the named horse.
3. Transportation arrangements and costs are the responsibility of the Adopter at the time of placement and in the event of return.
4. **General Care Required:** 1) Named horse must maintain weight and condition as described by the Henneke Scoring System between Moderate (5) and Fleshy (7). This will vary depending on the level of exercise the horse is receiving. If horse falls below a scale (5), Adopter is required to furnish to HRU a vet certification as to why and what is being done to correct horse's condition. No horse shall be worked below a scale (5). 2) Said horse must have free access to fresh water, hay and/or pasture at all times as well as salt/mineral supplements and a feed schedule of grain provided to the needs of said horse. 3) At minimum, a three-sided shelter w/roof must be available at all times. 4) Adequate fencing (approved by HRU) and a companion animal must also be provided. 5) Prior to horse leaving HRU, HRU will have a 48 hour grace period in which to re-verify boarding and/or home arrangements comply. Should Adopter violate any of the above provisions, the horse shall be returned to HRU immediately.
5. **Health Care Required:** 1) Yearly vaccinations are required. Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases are mandatory. Vet check forms can be downloaded from www.horserescueunited.org or requested from lunar_aradia@yahoo.com. Forms must be completed by your veterinarian within three weeks of their visit and returned to HRU by mail no later than June 15th annually. 2) Dental Care is the responsibility of the Adopter. Teeth must be kept in good condition and checked by an equine dentist a minimum of one time per year. The Adopter is responsible for getting teeth checked and floated if necessary. 3) Named horse must be kept on a regular de-worming program. 4) Proper hoof care is required to be done as often as necessary to maintain sound hooves. Should Adopter fail to abide by the above requirements, the horses shall be returned to HRU immediately.
6. **Illness or Injury and Care:** The Adopter agrees to provide recommended veterinary care for illness and/or injury at Adopter's expense, according to the horse's needs and/or according to the requirements of _____ County ordinance and/or the laws of the State of _____. If unsoundness/lameness is an issue, horse must be examined by a veterinarian in Adopter's State. Should Adopter fail to abide by this requirement, upon notice by HRU, the horse shall be returned to HRU immediately.

7. The Adopter agrees in advance that HRU has the right to obtain all veterinary records directly from any veterinarian treating the horse, and the *execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to HRU of all veterinary records maintained.*

8. The following requires notifying Horse Rescue United within 24 hours: Death of the horse due to an emergency (a statement from a veterinarian stating that the apparent cause of death must be forwarded to HRU within 14 days if the horse is euthanized due to emergency), serious injury* or illness that could be life threatening. If the horse is to be euthanized due to weight loss, unsoundness or long-standing health issues, Adopter must provide a vet's report at least five (5) days prior to euthanasia. Adopter agrees to contact Anouk Busch either by phone via text or voicemail and a message left regarding condition/demise of horse. The Adopter agrees to pay to HRU liquidated damages, attorney fees and costs in the amount of \$10,000 to HRU for any violation of this provision.

**Serious injury includes, but is not limited to, any contagious illnesses, severe laminitis, severe colic, strangles, EHV and any other condition that makes the horse in need of long term medical care.*

9. The Adopter agrees that the named horse will reside at:

Farm name: _____

Address: _____

 (List full stable address above)

The horse will be stabled at: Boarding or Residence (circle one please)

Telephone: _____ Business Hours (**Required**): _____

BOARDING FACILITY

The Barn agrees that no lien shall be placed on named horse for non-payment of board by Adopter, or for any other reason. The Barn will notify Horse Rescue United, Inc. (HRU) if the Adopter is late with or fails to make payment for stall space or other charges as agreed. Barn agrees to release horse to HRU immediately in the event of delinquency of payments by Adopter.

The Barn will inform HRU immediately by emailing lunar_aradia@yahoo.com or writing P.O. Box 308, Newport, NJ 08345 if horse should be transferred from its facility or if circumstances arise endangering the welfare of horse, including, but not limited to: abusive treatment or neglect of routine or emergency veterinary or farrier care. Barn agrees to release horse to HRU in the event of neglect or abuse.

The Barn will grant permission for an unannounced home checks by HRU at any time, provided they are conducted within the stated barn hours.

Signature of Farm Owner (required if applicable)

Signature of Stable Manager (if separate person)

Print Farm Owner's name: _____

Print Stable Manager's name: _____

10. How many horses will be pastured together? _____
How many horses are presently on the property? _____
How many horses will be sharing a run-in shed together? _____
Size of the barn and/or run-in shed: _____ Size of turnout: _____
Does facility have enough fields/paddocks for separating herds for herd dynamics? _____
How big is the entire farm (estimated acreage)? _____
How many turnout fields does the farm have in total? _____
How many turnout fields have run-in sheds? (if any) _____
(HRU requires photos of fields, fencing, gates, run-in/stalls, and other horses on property)

11. **REFERENCES:**

Vet name:
Phone number:
Fax number:
E-mail:

Farrier name:
Phone number:
Fax number:
E-mail:

12. If you lose or sell without Horse Rescue United's written permission said horse/burro you, will have to pay a fine of \$10,000. Said horse/burro will only reside at the address given for this animal. If you plan to move the horse elsewhere, you will need to get written permission from Horse Rescue United/Anouk Busch to do so or the horse must return immediately to HRU.
13. Do you have the required facilities, the desire to have a life-long companion, the financial backing, the mental, physical, family stability and the time required to commit to the above tasks and everything required to keep a horse in good health? _____
14. If Adopter wants or needs to move said horse to a new facility, photos must be provided to HRU for approval prior to moving said horse. A new boarding facility signature is also required if the horse is being boarded at a property not owned by Adopter. If HRU is not satisfied with the new boarding facility, then the horse shall be returned to HRU immediately.
15. **If horse is boarded, please have farm owner initial here:** _____
Print farm owner's full name here: _____
- Please also have stable manager initial here (if applicable/different from farm owner) :** _____
Print stable manager's full name here: _____

16. If the Adopter needs or wishes to change the location of the horse, or changes the horse's veterinarian, HRU must be provided the new stabling information a minimum of thirty (30) days prior to removal of the horse and new location disclosed, all at HRU's approval prior to relocating. The only exception is when the horse must be moved due to a true emergency*; however, new stabling information (including boarding facility signature and detailed photos) must be provided to HRU for approval within one (1) week. Veterinarian information, including address and telephone number, shall be furnished within thirty (30) days of said change. If HRU is not satisfied with the new facility or the veterinarian, then the horse shall be returned to HRU immediately. **("Emergency" may constitute serious illness of the animal, property damage due to fire or flooding, evacuation, crime, inadequate fencing, etc.)*
17. For the remainder of the horse's life, the Adopter agrees to permit a representative of HRU to visit the stabling property and the horse and to return the horse to the program if HRU determines that the situation is undesirable for the well-being of the horse according to the standards explained herein. Additional visits are a condition to this agreement. The Adopter also agrees to allow an HRU representative access to the property should removal of said horse be necessary. If the above terms are not complied with, then the horse shall be returned to HRU immediately.
18. The horse can not be locked or left in a stall for more than two (2) consecutive days unless the horse's health demands otherwise, as documented by veterinarian. Stalls must be cleaned at least every two (2) consecutive days. If electric fencing is used, it must be on at all times with adequate voltage and at least two rows or strands, dependent on individual basis.
19. Thirty days notice must be given in order to allow HRU time to relocate the horse if Adopter needs to return the horse. Any horse being returned to HRU's facility will require a current negative Coggins and Health Certificate, which is the responsibility of the Adopter, together with a copy of the horse's de-worming and vaccination schedule.
20. _____ **By initialing here**, the Adopter acknowledges that they have been explained the purpose of having the horse examined by a veterinarian of their choice before signing this agreement, but have declined to do so, and are taking the horse "as is." Adopter is solely responsible for additional pre-adoption veterinarian examination.
21. If the Adopter fails to comply with any of the conditions or regulations, such action will constitute a breach of contract thereby giving the right to have the horse inspected by a veterinarian selected solely by HRU and/or exercise its right to retake possession of the horse.
22. _____ **By initialing here**, Adopter agrees that no action taken by Horse Rescue United shall constitute a waiver of its rights under this Agreement or applicable law, nor shall such action or inaction excuse the Adopter from performing his/her duties under this Agreement. The invalidity or unenforceability of any provision of this Agreement, or any portion of any provision, shall not affect the validity or enforceability of the remainder of the Agreement as a whole or any provision thereof.
23. This Agreement constitutes the entire Agreement between Horse Rescue United and the Adopter and supersedes any other prior or contemporaneous oral or written agreements or

understandings. The terms of this Agreement may not be altered or amended except by written agreement signed by HRU and the Adopter. This Agreement may not be assigned by the Adopter and shall be binding upon the parties' respective heirs, successors, legal representatives and any of HRU's assignees.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any litigation in which Horse Rescue United is a party concerning this Agreement or the Horse must be filed in the State of New Jersey and the Adopter hereby consents to such venue and further consents to the jurisdiction of any state or federal court in the State of New Jersey.
25. The Adopter releases Horse Rescue United from any liability and agrees to hold harmless Horse Rescue United and any of its employees, agents, directors, or trustees from any and all liability related to the horse, and any injury or cause of action related to the horse. Horse Rescue United makes no representations or guarantees about the soundness, abilities, temperament or health of the horse from the time the named horse is released to the Adopter.
26. 1) Trial periods will run for term of sixty (60) days from the time horse leaves HRU. Within ten (10) days after arrival of horse to Adopter, photos showing horse, shelter and fencing shall be provided to HRU; 2) within forty-five (45) days from commencement of trial period, Adopter shall furnish to HRU clear and straight shot photos of the front, side and rear of the horse, including clear shots of the hooves. When the trial period has been deemed a success by both HRU and Adopter, photos of horse described in (2) above shall be due to HRU every ninety (90) days thereafter for the remainder of horse's life, said photos to show proof of current date (i.e. copy of current newspaper in the photo showing date). If, for any reason HRU deems the trial period unsuccessful, the Adopter agrees to return the horse to HRU prior to the end of the trial period at the Adopter's expense.
27. Adopter agrees to keep HRU informed of all major changes of the horse. If issues or concerns arise, I agree to reach out to HRU knowing they are forever committed to the good and welfare of their horses.
28. Maximum distance of Adopter can be no more than eight (8) hours from the point of HRU, which is presently Howell, New Jersey. This condition is negotiable on a case by case basis and any such deviation from this condition must be in writing and executed by all parties.
29. It has been HRU's policy to never have more than two (2) horses in any one Adopter's care, and therefore, no more than two horses adopted through HRU will be allowed on an Adopter's property and/or boarded elsewhere.
30. I agree to release all vet, dental and farrier records to Horse Rescue United, in the event it is needed to verify the horse's health while in my care. _____ **(initial here)**.
31. By signing below, the Adopter understands that Horse Rescue United makes no representations or warranties concerning this horse including but not limited to the condition, health, temperament, soundness, or fitness for particular purpose. I further agree that Releasees are not liable for the mistakes and/or negligence and/or intentional

acts of service providers and/or contractors such as livestock haulers, veterinarians, or handlers who may at any time be in the care, custody and control of the horse I am adopting. I understand that I may pursue claims against such third parties for any damages caused by mistakes, negligence and/or intentional acts of such third parties during the time that my horse is in their care, custody and control.

32. I UNDERSTAND THAT THERE ARE MANY RISKS INVOLVED IN RIDING, PARTICIPATING AND/OR BEING AROUND HORSES. I ALSO UNDERSTAND THAT, DUE TO THEIR SIZE, THEY ARE POWERFUL AND INHERENTLY DANGEROUS. I FURTHER UNDERSTAND THAT ANYONE RIDING OR NEAR A HORSE IS AT RISK AT ALL TIMES AND CAN SUFFER BODILY INJURIES AND/OR PROPERTY DAMAGE. I ALSO AGREE THAT I WILL NOT HOLD HORSE RESCUE UNITED OR ITS AGENTS, EMPLOYEES TRUSTEES, OR DIRECTORS RESPONSIBLE FOR ANY INJURIES, DEATH OR DAMAGES IF I SHOULD BE INJURED, KILLED OR HAVE DAMAGES RESULTING IN ANY WAY FROM THE ADOPTED HORSE. I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADOPTION AND PLACEMENT AGREEMENT.

I hereby certify the above statements to be true to the best of my knowledge, information and belief. I am aware if any of the statements are willfully false, I am subject to punishment.

_____ (Signature of Adopter)

IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT HORSE RESCUE UNITED SHALL HAVE THE RIGHT TO REMOVE SAID HORSE(S) AT ANY GIVEN TIME IF IT FEELS SAID HORSE(S) IS/ARE BEING ABUSED OR NEGLECTED AND IF ADOPTER IS IN VIOLATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT.

_____ (Signature of Adopter)
Date: _____

_____ (Signature of Representative of Horse Rescue United)

Date: _____

(This Section to be Completed by Horse Rescue United)

1. Detailed description of named equine's physical condition and stable vices at time of placement:

(Photo attached to the Agreement of horse at time of placement)

Specific limitations/restrictions required by HRU:

Horse Rescue United and Adopter agree that this Agreement is effective on the following Date of Placement: ____/____/____.