

HorseNet Horse Rescue

A 501(c)3 Non Profit Horse Rescue Organization
P.O. Box 358
Mount Airy, MD 21771
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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: _____

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.

Special Notation / Limitations:

I. Non-Veterinary Professional and Other Care: The 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 provided rotational deworming every 6 – 8 weeks or appropriate wormer added to this horse's feedings. Adopter further agrees to provide farrier care every 6 – 8 weeks.

II. Required Veterinary Care: The Adopter agrees 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. In addition, the Adopter agrees to have any wound or illness treated by a licensed veterinarian.

III. Adopter covenants, warrants and agrees that:

1. The horse will not be sold, auctioned, given away, traded, bred, leased or used for any commercial purpose whatsoever.

2. The horse will be returned to HorseNet, at Adopter's expense, in the event, the Adopter is unable or unwilling to provide proper care for the horse or in the event the Adopter is convicted of a crime. Adopters charged with crimes will be asked to return adopted horses, at their expense, to a HorseNet facility for care and monitoring until legal proceedings are completed and a judgment has been reached.

3. Upon return of the horse to HorseNet, for any reason, the Adopter forfeits any rights of use, ownership or possession in said horse, and the Adopter is not entitled to any refund of adoption fee.

4. It is understood that should the 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.

5 Should the horse need medical treatment that the Adopter cannot afford, the Adopter agrees to contact HorseNet immediately for a decision regarding the horse's care.

6. The Adopter agrees to provide HorseNet with a current photo of the horse by September 30th of each calendar year and, periodically or upon request, send current photos to show this horse's condition.

7. The 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.

8. The Adopter agrees that this 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.

9. The 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).

10. Any intention to create a joint venture or partnership relation between the parties hereto is expressly disclaimed.

IV. Weight: This 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: The Adopter,

- . Accepts possession of this horse with full understanding of any and all obligations appurtenant thereto.
- . Acknowledges this horse's history and limitations and agree to make it comfortable in any and all situations.
- . Understands that horses are prey animals and may become dangerous or exhibit different temperaments in different locations, environments and situations, and the Adopter will provide a safe and harmonious living situation for the horse.
- . Accepts sole liability for this horse, including injury to any person or property.

VI. Visitations / Inspections: The 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, Ellen Williams, Executive Director, on behalf of HorseNet Inc., hereby authorize the placement of the above mentioned horse.

Elle Williams

Date: