



COLORADO HORSE RESCUE

10386 N. 65th Street, Longmont, CO 80503 • Ph: (720) 494-1414 • Fax: (720) 494-1415 • www.chr.org

ADOPTION CONTRACT

THIS AGREEMENT is executed the ____ day of _____ 20____, by and between _____
_____, hereinafter referred to as "**Adopter**", and **Colorado Horse Rescue**, hereinafter referred
to as "**CHR**" and pertains to the following described equine, hereinafter referred to as "**Named Equine**":

ADOPTER INFORMATION:

Name: _____

Resident Location: _____

City: _____ State: _____ Zip Code: _____

Mailing address if different from above: _____

City: _____ State: _____ Zip Code: _____

Home phone #: _____

Business phone #: _____

Cell phone #: _____

Email address: _____

DESCRIPTION OF EQUINE:

ID Number: _____

Equine's Name: _____

Approximate age: _____

Gender: _____

Breed: _____

Microchip ID: _____

Color: _____

Markings: _____

Tattoo/Brand: _____

Scars: _____

Registration Number: _____

Equine Classified as: _____

Approximate height (taped): _____

Weight: _____

DESCRIPTION OF EQUINE:

ID Number: _____ Equine's Name: _____
Approximate age: _____ Gender: _____
Breed: _____ Microchip ID: _____
Color: _____ Markings: _____
Tattoo/Brand: _____ Scars: _____
Registration Number: _____ Equine Classified as: _____
Approximate height (taped): _____ Weight: _____

The Adopter agrees to the following requirements:

- _____ 1. Adopter agrees that named equine cannot be sold, traded, leased, or given away without consent from CHR; if Adopter cannot or does not wish to care for the named equine, CHR must be given the first right to assume possession of named equine.
- _____ 2. Named equine may not be bred to another equine nor branded in any manner.
- _____ 3. Named equine will be subject to kind treatment and never be placed with or handled by an abusive trainer.
- _____ 4. If the named equine has been classified as rideable, it will only be ridden under its designated weight bearing limit of _____ pounds including rider and tack. Adopter agrees to lower the weight bearing limit of the named equine should age, confirmation, degree of soundness, and level of fitness decline. Furthermore, you agree to work the equine only within the appropriate level of exertion for its age, conformation, degree of soundness, and level of fitness.
- _____ 5. If the named equine has been classified as a "companion only," it will not be ridden under any circumstances.
- _____ 6. Adopter will not allow named equine to run at large and will provide adequate fencing as described in the attached "Minimum Standards of Care."
- _____ 7. If Adopter does not have experience with horses, Adopter must complete at least one CHR sponsored horsemanship class before adoption will be approved.
- _____ 8. Adopter will follow CHR's "Minimum Standards of Care" as attached to this agreement.
- _____ 9. Transportation arrangements and costs are the responsibility of the Adopter at the time of placement and in the event of return or replacement. Except in the event of an emergency, thirty days' notice must be given in order to allow CHR time to properly house the named equine should the named equine need to be returned.
- _____ 10. If the Adopter needs to change the permanent location of the named equine, CHR must be notified within 48 hours of transfer; CHR must inspect and approve the new location. A temporary change of location of no more than seven (7) days is allowed.

- _____ 11. In the case that the Adopter moves or changes his/her phone number, notification of those changes must be made to CHR within 48 hours of the move and/or change.
- _____ 12. In the event of the Adopter's death, we ask that the family contact CHR within 7 days. Transfer of the named equine to another Adopter in the family will only occur if the site and new Adopter are approved.
- _____ 13. Adopter is responsible for all expenses incurred for care and well-being of named equine; no reimbursements will be granted.
- _____ 14. At the time the adoption fee is paid, Adopter agrees to pay a \$40 brand inspection fee in addition to the adoption fee. Adopter will receive a transport-only copy of the brand inspection for the 6-month probationary period.
- _____ 15. Adopter certifies that he/she has no prior violations of animal adoption regulations or convictions of inhumane treatment to animals.

Veterinary Care:

- _____ 1. If the Adopter changes the named equine's veterinarian, CHR must be provided the new veterinarian's contact information within thirty (30) days.
- _____ 2. By signing this agreement, the Adopter authorizes the release of any information on named equine from any veterinarian to CHR.
- _____ 3. If the named equine becomes ill or lame, Adopter agrees to provide prompt and adequate medical care and treatment. If Adopter cannot provide such care, CHR must be notified immediately.
- _____ 4. The following require notifying CHR within 24 hours: 1) death of the named equine. (A statement from a veterinarian stating the apparent cause of death must be forwarded to CHR); 2) serious injury or illness that could be life threatening. Notification is required immediately with the name and telephone number of the veterinarian who performed the diagnoses in any case where named equine suffers a major illness or injury.
- _____ 5. I understand I have the right to have a medical pre-purchase exam performed at my own expense.
- _____ I accept this opportunity and I am accepting responsibility for this horse's current medical condition and disclosed age.
- _____ I decline this opportunity and release CHR from any medical liability. I am accepting responsibility for this horse's current medical condition and disclosed age.

_____ 6. The Adopter agrees that the named equine will reside at:
Stable / home address: _____

Inspections, Return, and Liability:

- _____ 1. Adopter understands that CHR retains ownership of the named equine for a probationary period of at least three months from the date of adoption. During this period, CHR will, as its option, conduct one or more on-site inspection visits to assure that the named equine is receiving proper care as identified in the attached “Minimum Standards of Care” agreement. CHR will immediately proceed with legal action against the Adopter should any attempt be made on the part of the Adopter to deny immediate access to the named equine upon request by a representative of CHR or for any violation of any terms of this agreement. Should Adopter deny or fail to provide immediate access to the named equine when requested or fail to return the named equine as directed by CHR, Adopter will pay all attorney fees, court costs, filing fees and all other legally necessary expenses incurred by CHR related to the judicial actions necessary for the immediate return of the animal to the CHR facility. Should CHR find it necessary to take back the named equine pursuant to these inspections, the adoption fee will not be returned to the Adopter.
- _____ 2. Adopter agrees, during the three month probationary period, to permit a CHR representative to visit the stabling or home property where the named equine is housed, to take and forward photographs of named equine and to provide information on the named equine promptly as requested by CHR.
- _____ 3. At the end of the three month probationary period, if the named equine’s condition and care is deemed satisfactory and upon CHR’s approval, ownership of named equine will be transferred to Adopter. If for any reason the Adopter determines that the named equine is no longer a suitable match for the Adopter, the Adopter must contact CHR. CHR must be given the first right to repossess ownership of the named equine. On a case-by-case basis, CHR may allow the Adopter to re-home the named equine directly with CHR’s oversight. Named equine may not be sold, traded, given away, or have any interest therein transferred without consent from CHR.
- _____ 4. If the Adopter fails to comply with any of the conditions or regulations herein or if CHR determines the situation is undesirable for the well-being of the named equine according to the standards explained in this agreement and in the “Minimum Standards of Care,” CHR will make a reasonable attempt to assist the Adopter to meet said standards. Should such attempts fail to correct the situation the Adopter agrees to return named equine to CHR. Should the named equine be with foal, both will be returned to CHR. If the equine is determined by a veterinarian to be in a debilitated or unhealthy condition on return due in part or in whole to Adopter’s failure to comply with the terms of this agreement, Adopter will be responsible for and hereby agrees to reimburse CHR for all costs incurred to return the equine to a healthy condition.
- _____ 5. CHR makes no representations or guarantees about the soundness, abilities, temperament or health of the named equine. Adopter agrees to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving named equine while it is in Adopter’s care. Therefore, Adopter agrees and understands that neither CHR nor its employees or agents will be liable for any damages or injury caused to

Adopter or any third person by the named equine once Adopter receives delivery of named equine, including but not limited to damages or injuries caused by the fact that the named equine does not behave or perform in the manner expected. Further, if any third person makes a claim against CHR or any of its employees or agents as a result of any conduct of the named equine in Adopter's possession, Adopter agrees to indemnify and hold CHR its directors, officers, employees and agents harmless from any such claim, including costs and attorney's fee resulting from such claim.

____ 6. If the Adopter discovers that the named equine has a previously unknown health condition or unsuitability, the Adopter may return the named equine within (30) days of when this contract was executed for a refund. The full adoption fee, less a \$150.00 non-refundable handling fee will be refunded within thirty (30) days of the return of named equine to CHR's premises. There is no refund after thirty (30) days. If the Adopter cannot provide hauling for the named equine, reasonable hauling charges will be collected from Adopter when named equine is picked up.

____ 7. This agreement shall be legally binding upon Adopter, and/or as the parents or legal guardians of a minor, Adopter's heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of Colorado and county of Boulder, being the CHR principle location. Any dispute under this agreement shall be litigated in and venue shall be the State of Colorado and the County of Boulder. If any clause, phrase or word is in conflict with state law, then that single part is null and void.

Additional Requirements:

***I, _____, have read and accept the terms, conditions and above-stated regulations that pertain to my acceptance and placement of the equine.
(Information below to be completed at time of placement.)***

Health Care:

Adopter will receive a copy of the Coggins test (for Equine Infectious Anemia) completed at the time named equine was placed in CHR's facility and a medical record of vaccinations, deworming, feeding requirements, current medications, special needs, and behavioral considerations .

Brand Transfer:

Adopter will receive a copy of the adopted equine's original Brand Inspection at the time of adoption. The original of the "Transport Only" section of the Brand Inspection may be given to the Adopter if adopted equine will be crossing state lines prior to final adoption. Transfer of the original Brand Inspection to Adopter will only be made if or when the adoption is finalized at the end of required probationary period.

Minimum Standards of Care

The following guidelines are applicable to general equine management practices as set by the Global Federation of Animal Sanctuaries (GFAS) and are required of all persons adopting an equine from Colorado Horse Rescue. While not comprehensive, they offer basic parameters for responsible equine ownership. The number of equines should never exceed the ability of the Adopter to feed and care for them properly. Such limits are dependent not only upon the physical health of the individual but also the financial ability to maintain proper management. In addition, any individual keeping equines must comply with all relevant state and local laws.

_____ General Management Practices

Various types of enclosure are available to confine equines, including, but not limited to: stalls, dry lots or pastures. In addition, equines shall be provided sufficient opportunity and space to exercise daily and have freedom of movement as necessary to reduce stress and maintain good physical condition. Space and provisions for exercise shall be appropriate for the age, condition and size of the equine.

Group pasturing of compatible equines to allow social interaction is encouraged. If equines are individually stalled, they must be able to make visual contact with other equines, unless otherwise directed by a veterinarian for the safety of the equine in question or other equines at the facility.

_____ Facility Requirements

The following are requirements in order to adopt an equine, however, all will be considered on a case-by-case basis:

A - Pasture

A minimum of half-acre pasture per equine on the property. Exceptions may be made in those cases where the equine will be maintained at a boarding facility provided the equine, if stalled, is provided daily turnout of an adequate time and space.

B - Shelter

CHR recommends a 12x12 foot stall per standard size equine in barn with turnout or pasture, or a three-sided run-in shelter with a recommended 12x12 feet per equine in pasture; however, the minimum acceptable space is 10.5x10.5 foot stall or run-in area per standard size equine. Equines shall be provided with shelter that allows the horse effective means to escape weather elements including but not limited to prevailing wind, snow, sleet, rain, sun, and temperature

extremes, if the horse chooses to use it. If the horse does not have access to shelter on its own, it will be brought inside a man-made shelter to escape inclement conditions. All properties are assessed on a case-by-case basis. If applicable, stalls and shelters shall be constructed to provide sufficient space for each equine to turn around, lie down, move freely, and to allow free air flow. Shelters may be constructed to have removable sides during the summer. All enclosures, stalls and/or shelters shall be kept in good repair and free of standing water, accumulated waste, sharp objects and debris. If the barn or shelter is metal, the exposed metal on the inside of the stall and/or shelter shall be covered with ¾" -1" plywood or 2"x6" boards. There should be no exposed nails or other objects that could potentially cause injury to the equine.

C - Water

The Adopter shall provide troughs or individual water sources to offer adequate and clean water for all equines. All water receptacles shall be kept clean and free of hazardous contaminants and be positioned or affixed to minimize spillage. Use of defroster to prevent freezing in inclement weather is recommended. Equines that are being trained, worked, ridden or transported shall be provided water as often as necessary for their health and comfort. Frequency of watering shall take into consideration the age, condition and size of the equine, activity level and climatic conditions.

D - Feed and Storage

Equines shall receive at a minimum the equivalent of 2 to 2.5% of their body weight per day in high quality forage and grain. If natural forage is insufficient in quality or quantity, quality hay representative of choice grasses in the local area shall supplement the diet. Diet shall be planned with consideration for the age, condition, size, and activity level of the equine. If more than one animal is fed at the same place and time, it shall be the responsibility of the Adopter to ensure that each equine receives nutrition in sufficient quantity. If necessary, equines shall be separated to ensure each has access to adequate nutrition without interference from more dominant equine. Individual feed buckets or pans should be provided for each equine. All storage and feeding receptacles shall be kept clean and free of contaminants, such as feces, mold, mildew, rodents and insects. Stored feed shall be kept in such a manner that equines cannot gain access.

E – Fencing

Fencing shall be of solid construction, without sharp edges, and visible to equines; electric fencing is acceptable. The use of barbed wire fencing is unacceptable in any area of less than ten and along any side of any area separating equines from one another. All properties containing barbed wire around equine enclosure areas greater than 10 acres shall be considered on a case-by-case basis and CHR staff reserve the right to deny adoption on any property or area of any size where barbed wire is used. All t-posts shall be appropriately capped when used as cross fencing to separate pastures, along any fence line adjacent to another equine property or/and property that is less than five acres. Fencing shall be monitored on a regular basis to ensure its safety and effectiveness is maintained.

_____ Vaccinations, Dental Care, Hoof Care, Deworming and Coggins

Under current Colorado law – “A negative EIA test within the previous 12 months is required for all equine, which are eight (8) months of age or older, when changing ownership in Colorado. Equine animals stabled, boarded or pastured within 200 yards of equine belonging to another person shall be considered to be a congregation point. All equine must have a negative EIA test within the last twelve months.”

Yearly vaccinations are highly recommended. Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases are mandatory. Teeth must be kept in good condition and should be checked by a licensed veterinarian annually. All equines must be kept on a regular deworming program as approved by a licensed Veterinarian. Proper hoof care is required to be done as often as necessary to maintain sound hooves.

_____ Maintaining Health

All equine must maintain weight and condition as described by the Henneke Scoring System (see attached description) between Moderate (5) and Fleshy (7) unless under the direction of a licensed veterinarian. Cuts, sores and illnesses which normal animal husbandry practices would require veterinarian care must be attended to immediately by a licensed veterinarian.

Payment:

Payment must be in the form of a Money Order, Master Card, VISA, Discover, Cashier’s Check, or cash. The total adoption fee is required at the time of adoption. The adoption fee for the named equine is not tax deductible. The six month probationary period begins at the time of payment and when named equine leaves the CHR facility.

The above stated non-refundable adoption fee is \$_____.

I, _____ have read and accept the terms, conditions and above-stated regulations that pertain to my acceptance and placement of the equine.

Signature of Adoptive Home

Date

This contract is hereby accepted on behalf of CHR by:

Printed Name of Adoption Coordinator

Date

Signature of Adoption Coordinator

Printed Name of CHR Supervisor

Date

Signature of CHR Supervisor