



**GERDA'S EQUINE RESCUE**

PO Box 1352

West Townshend, VT 05359

802-874-7213

[www.gerdaseqinerescue.org](http://www.gerdaseqinerescue.org)

## **Adoption Agreement**

AGREEMENT made this date \_\_\_\_\_ between **GERDA'S EQUINE RESCUE INC.** (hereinafter referred to as GER) and: \_\_\_\_\_ (hereinafter referred to as "**Owner**") to give a healthy and loving environment to \_\_\_\_\_ (hereinafter referred to as "the horse.")

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows, GER agrees to place:

**Name of Horse:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

**Age:** \_\_\_\_\_ **Height:** \_\_\_\_\_

**Sex:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Tattoo/Registration #:** \_\_\_\_\_ **Micro Chip #:** \_\_\_\_\_

**Adoption Fee:** \$ \_\_\_\_\_

### **Owner agrees as follows:**

1. **GENERAL AGREEMENT:** Owner agrees that GER is placing the horse with the owner in exchange for owner's agreement to comply with the terms of the Adoption Agreement.
2. **GENERAL RESTRICTIONS:** The horse **MAY NOT BE RACED, BRED, USED FOR EMBRYO TRANSFER, SOLD, GIVEN AWAY, ASSIGNED, TRANSFERRED, LEASED, SLAUGHTERED, USED FOR ANY COMMERCIAL PURPOSE WHATSOEVER, OR DISPOSED OF BY THE OWNER.** In the event the owner is no longer able to care for the horse, the owner will immediately notify GER and will only release said horse to GER. Owner will be required to provide adequate care as per this contract.

Owner agrees that, said horse will have proof of a current negative coggins test and be up to date on vaccines, deworming, dentals, and hoof care as indicated in #6 at the owner's expense. In the event of the owner's death, named horse must be released only to GER within ten (10) days of the date of death of owner. *Any individual or organization*

*in possession of the equine as of the date of the agreement and any time thereafter are bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.*

3. **TRANSPORTATION AND EXPENSES:** Transportation arrangements and costs are the sole responsibility of the owner at the time of placement, as well as during and after the time owner receives the horse from GER and in the event said horse is to be returned to GER for any reason.

*\*If traveling out of state, it is the responsibility of the owner to check into state legal requirements and meet them at their own expense. Most states require a certificate of health completed by a certified veterinarian within the past 30 days for horses to cross over state lines. Upon request, **GER** can have their own veterinarian complete a certificate of health and bill the owner before the scheduled travel date.*

4. **MOVING STABLE ARRANGEMENTS:** The owner may move the horse to the new location only if GER (I) is informed in writing thirty (30) days prior to the proposed move; (II) approves the new facility prior to the move, and; (III) executes a written agreement authorizing such a move.

**Said horse will reside at, and will not be moved from the following address without the written approval of GER.**

Name of Stable: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address of Stabling Site: \_\_\_\_\_

Phone Number of Stabling Site: \_\_\_\_\_

5. **CARE OF HORSE:** The owner will ensure that the horse maintains a healthy condition and a body condition score of 4-6 with the help of their veterinarian. The owner hereby acknowledges that the horse may not be at an ideal body condition score at the time of placement and agrees to improve the condition of said horse within a reasonable time period of 3 to 6 months or as otherwise written by a veterinarian.

The owner agrees that the horse will have free access to water, a shelter with minimum of three sides, and adequate fencing. The owner agrees that the horse **will not be turned out in a paddock or kept in any area with any barbed wire fencing or remnants thereof, and will not be housed at any time in a stall or shelter smaller than: 10' x 10 for a full size horse of 800 pounds or more, or 6'x6' for a miniature horse, donkey, or pony of 800 pounds or less.**

6. **REQUIRED VETERINARY CARE and VETERINARY FOLLOW UP FORM**  
The owner agrees that the following veterinary care will be provided for the horse according to the schedule noted below at the sole expense of the owner:

**Spring Inoculations:** Eastern and Western Encephalitis (EEE and WEE), West Nile, Tetanus, and Rabies. Dental Care and any other inoculations your veterinarian may recommend for endemic disease.

**Fall Inoculations:** Dental Care check, and any inoculations your veterinarian may recommend for endemic diseases.

**Worming:** A fecal test shall be done every spring and the horse dewormed based on the results **AND** a single deworming of Quest Plus (moxidectin plus praziquantel) late fall after the first frost.

**Hoof Care:** every six to eight (6 to 8) weeks, or more often if so written in the exit paperwork at time of adoption

**\*\*The owner agrees to forward GER documentation of his/her veterinarian's visit annually at the time of the Spring visit and/or upon request of GER.\* A form is provided for this purpose by GER. Please make several copies, so you always have one on hand.**

**NO GER HORSE IS TO BE EUTHANIZED WITHOUT THE FOLLOWING:** The owner must contact **GER** before any action is taken unless in an emergency situation and the horse is in a life or death situation and no other humane action is possible. Euthanasia may only be administered by a licensed veterinarian. In non-emergency situations contact **GER** before euthanasia is scheduled to discuss the circumstances and to assure euthanasia is in the best interest of the horse.

7. **SPECIAL CONDITIONS:** At the request of **GER**, the owner agrees to provide **GER** within two (2) weeks of such request: a recent photograph (taken within two (2) weeks before or after such request) of the horse. A representative of **GER** or duly authorized agent thereof shall be permitted to visit the horse at its location without prior notice to the owner and may remove the horse from said location at the discretion of **GER**. If a horse is returned to or retrieved by **GER** in condition less than a body condition score of 4-6, the owner agrees to pay the expenses to improve the condition of said horse to an ideal weight as determined by a licensed veterinarian.

## 8. NOTIFICATION OF ILLNESS OR DEATH OF HORSE

1. Illness and Injury: The OWNER agrees to provide recommended veterinary care for the illness and/or injury of the horse according to its needs and/or according to the requirements of the ordinances of the County where the horse resides.
2. In the event of the death of the horse, the owner will immediately, within twenty-four (24) hours, notify **GER**, (1) of the death, (2) the cause thereof and, (3) the circumstances surrounding the death. The horse shall not be buried or cremated until **GER** has the option of asking for an autopsy or other investigative procedure. Within five (5) days of the death of the horse, a signed statement from a veterinarian licensed to practice veterinary medicine in the state where the death occurred must be forwarded to **GER** confirming the apparent cause of death. Euthanasia, when necessary, may only be performed by a licensed veterinarian in a humane manner.
3. Owner agrees to immediately (within twenty-four (24) hours) notify **GER** in the event of any life threatening illness or injury to the horse.

9. **GER LIABILITY LIMITS:** The owner agrees to hold harmless **GER**, its board members, volunteers, employees, foster care providers, owners of the horse and former owners of the horse for damage or injury caused to any person or property by the horse including but not limited to all attorneys' fees, costs and expenses of litigation as well as any award for damages, and any and all medical expenses or other costs incurred as the result of damage or injury to any person or property. The owner is aware that **GER** does not guarantee or warrant the general condition, temperament, or soundness of any horse. Owner is advised to obtain appropriate liability insurance coverage, as **GER** will not be responsible for any liability.
10. **VALIDITY AND NON WAIVERS**—In the event this contract is deemed to include any individual clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. If **GER** fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and **GER** shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all times.
11. **ENTIRE AGREEMENT/AMENDMENT**—This Adoption Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Adoption Agreement. This Contract may be modified or amended in writing, if such writing is signed by both parties and ATTACHED hereto on a separate addendum.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands and seals the day and year first above written.

**Owner** (Must be at least 18 yrs old):

Print Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Agent of Gerda's Equine Rescue Inc.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_