

Adoption Contract

Faith N Friends Horse Rescue and Sanctuary

P.O. Box 1526 Powell TN, 37849
865-236-0607
www.faithnfriends.org

Name:*

Name: First Last

Address:*

Street Address City, State Zip

Mailing Address if different from above:

Street City, State, Zip

Phone:*

(888) 555-1212

Email Address:*

yourname@domain.com

Emergency Contact (Different from above)*:

Name	Address	Phone Number

Date of Birth:* 00/00/0000

ADOPTED EQUINE'S INFORMATION

Equine Name:*

(Example: Flicka)

Color and Description:*

Ex: Bay Three white socks

Sex, Age, Breed:*

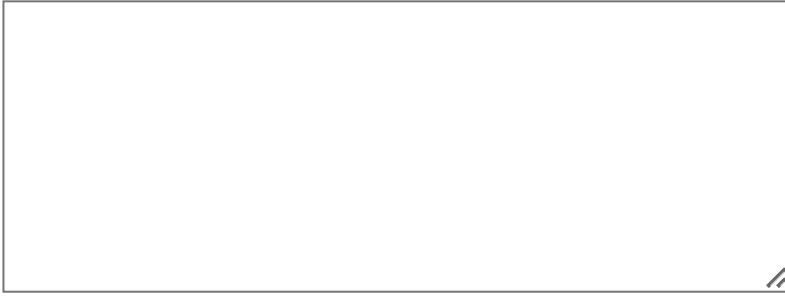
Ex: F, 8y, TWH

Medical Record Given (choose one):* Yes No

Known vices disclosed by Faith N Friends:

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Additional important information about the equine:



Faith N Friends Horse Rescue & Sanctuary is a 501(c)3 Tennessee nonprofit organization. In this agreement, Faith N Friends Horse Rescue & Sanctuary will be called "Faith N Friends". The Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief. Faith N Friends and the Adopter wish to enter into this agreement to provide the adopted equine with a suitable forever home. This agreement will remain in effect from the date of your signature until one year after the last equine owned by Faith N friends is removed from your facility. Faith N Friends subscribes to the equine standards of care as set forth by the Global Federation of Sanctuaries (GFAS) and requires all foster and adoptive homes to accept those standards of care that are a part of this agreement. **You agree to the following: (Check each box indicating your agreement)**

Return Policy*

- The Adopter agrees that if he or she is unwilling or unable to care for the adopted equine for its entire lifetime, he or she will contact Faith N Friends and return the adopted equine. The Adopter understands that he or she is responsible for the care of the equine until he or she has delivered it into the proper Faith N Friends hands, and will do everything within his or her power to safely return the equine. The Adopter agrees that in the event that he or she finds a suitable alternative home for the equine, he or she will contact Faith N Friends with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete a Faith N Friends adoption application and other requirements for adoption and obtain approval from Faith N Friends in writing before adopting the equine. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the equine to any one entity, including family or friends or any entity or agency, without the approval and written consent of Faith N Friends.

Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is 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.

Nonrefundable Adoption Fee *

- THE ADOPTER KNOWS AND AGREES THAT THE ADOPTION FEE IS NONREFUNDABLE.
- The Adopter agrees to pay an adoption fee as stated at the end of this document to help defray Faith N Friends' expenses for food, sheltering, gelding, vaccinations and veterinary care. Donations are also welcome. The adoption fee is nonrefundable as it is what pays for all the equine's needs before adoption.

Reversion of Title:*

- The Adopter agrees that the title to the adopted equine automatically reverts to Faith N Friends if Faith N Friends makes a determination that:

- The Adopter is not adequately caring for the equine or
 - There is a breach of this agreement or
 - Information on the adoption application was false or
 - The Adopter voluntarily surrendered possession of the adopted equine to Faith N Friends
- The Adopter agrees that a copy of this agreement, along with a copy of Faith N Friends' declaration that title has reverted to Faith N Friends, is proof of title transfer back to Faith N Friends.

Inspection:*

- The Adopter agrees that Faith N Friends or its representative can perform in-person or telephone follow-up checks, including unannounced facility visits, on the adopted equine. If Faith N Friends decides the adopted equine is inadequately cared for, Faith N Friends has the right to immediately take possession of the equine without a refund of the adoption fee. The Adopter gives Faith N Friends or its representatives the right to enter the Adopter's property for the purpose of inspecting the adopted equine or taking possession of the adopted equine according to the provisions of this agreement.

Veterinary Records:*

- The Adopter authorizes Faith N Friends to review the veterinary records of the adopted equine. A copy of this agreement is sufficient authorization from the Adopter to any veterinarian to release records to Faith N Friends.

Euthanasia:*

- The Adopter agrees not to euthanize the adopted equine because the Adopter cannot afford necessary veterinary treatment. The Adopter agrees to contact Faith N Friends before euthanizing the adopted equine. At its discretion, Faith N Friends has the right to take ownership and possession of the adopted equine to save the equine from euthanasia without the return of the adoption fee. This provision does not apply in dire situations when the equine is suffering and needs to be immediately euthanized.

Care of the Animal:*

- The Adopter agrees to care for the equine. Care for the equine is at the Adopter's sole expense. This care includes, but is not limited to, the following:
- Providing companionship by always having at least one other equine in the same field as the adopted equine.
 - Providing quality food, including but not limited to, minerals, vitamins, salt block, and fresh, unfrozen water.

- Providing overhead shelter from snow, rain, wind, and sun. The shelter can be natural or man-made.
- Providing care for any special needs the equine has or develops.
- Providing proper medical and health care to the equine, including, but not limited to, the following:
- Proper veterinary treatment for injuries and illness
- Annual vaccinations
- Following a regular deworming schedule
- Proper hoof care
- Annual dental care

Working:*

- The Adopter agrees not to work or use the equine beyond the equine's abilities.

Breeding:*

- The Adopter agrees to never breed the adopted equine. If the equine is bred, the resulting offspring automatically becomes the property of Faith N Friends and must be returned, free of charge, to Faith N Friends once it is old enough to be weaned.

Release and Indemnity:*

- The Adopter releases Faith N Friends from all liability arising from the adoption or behavior or actions of the equine. The Adopter understands that this agreement discharges Faith N Friends from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the equine. The Adopter, and his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold Faith N Friends harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

Change of Address:*

- In the event that the Adopter moves, he or she agrees to contact Faith N Friends with change of address information within 3 days of move, so that all records can be updated.

Procedure to Reclaim:*

- Faith N Friends makes a lifetime commitment to any equine that is accepted into the sanctuary. On rare occasion, Faith N Friends may have to reclaim the adopted equine. Here is the procedure that will be followed:

Procedure:

- Faith N Friends will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the equine be returned. The notice shall state clearly the circumstances under which

Faith N Friends is acting and state a date when the Adopter may meet with agents of Faith N Friends to discuss the situation.

- After seven days from the posting of this notice, if the Adopter has not notified Faith N Friends, or has not accepted the notice, legal action will be taken by Faith N Friends to retrieve the equine.
- If the animal is in a situation that may endanger its life, Faith N Friends may call equine control in the Adopter's locality to recover the equine on behalf of Faith N Friends.
- In the event that either of these situations occurs, or if for any reason the equine is returned to Faith N Friends, the Adopter may request a meeting to discuss the matter within 10 days after the equine is reclaimed.
- Any decision of Faith N Friends is final as to whether the equine shall be returned to the Adopter.
- No refund of the equine's adoption fee will be given. Additionally, if the equine is returned to the Adopter no additional adoption fee will be charged however a hauling fee may be charged.

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 fostering or adopting an equine from Faith N Friends. While not comprehensive, they offer basic parameters for responsible equine ownership. The number of equines should never exceed the ability of the foster to feed and care for them properly. Such limits are dependent not only upon the physical health of the individual but also on the financial ability to maintain proper management. In addition, any individual keeping equines must comply with all relevant state and local laws.

You agree to the following: (please check each topic stating your agreement)

General Management Practices *

- Various types of enclosures 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 foster an equine, however, all will be considered on a case-by-case basis:
- *Pasture:* A minimum of a half-acre pasture per equine on the property is required. 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.
 - *Shelter:* A 12x12 foot stall per standard size equine in a barn with turnout or pasture is recommended; 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 gives protection from extreme weather including but not limited to: prevailing wind, snow, sleet, rain, sun, and extreme temperatures. Stalls and shelters shall be constructed to provide sufficient space for each equine to turn around, lie

down, freely move, 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 $\frac{3}{4}$ "-1" plywood or 2"x6" boards. There should be no exposed nails or other objects that could potentially cause injury to the equine.

- *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.
- *Feed:* Equines shall receive at a minimum the equivalent of 3% of their body weight per day in high quality forage and/or 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 foster 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 dominate 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 to it.
- *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 five or less acres or along any area separating equines from one another. Use of electric wire may preclude the barbed wire provision. All t-posts shall be appropriately capped when used as cross fencing to separate pastures, along any fence line adjacent to another equine property, and/or 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, Worming, and Coggins

- Under current Tennessee law – “A negative EIA test within the previous 12 months is required for all equine, except zebras, which are eight (8) months of age or older, when changing ownership in Tennessee. 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 required. 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 equine 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 Fleishy (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.

Gelding: *

- All studs should be gelded as soon as possible unless, under the advice of a licensed veterinarian such gelding would cause harm to the equine due to age or health.

Other: *

- The Adopter expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises. This agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Any disputes under this agreement will be resolved in Knox County, TN. All disputes under this agreement will be settled by binding arbitration. The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Adoption Fee (to be paid) - Receipt in Full required for completion of Contract *

\$0.00

(Certain fees and expenses may be tax-deductible by the adopter. The adopter should consult his/her independent tax advisor to determine deductibility.) July 8, 2022

If you are unable to transport the horse(s), there is a fee of \$1.50 per mile to offset the cost of transportation. Yes, I understand.

SEVERABILITY:: In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent. **Nondiscrimination:** Faith N Friends does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. **Faith N Friends is an equal opportunity employer.** We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin,

age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

****Adopters must be legal adults. The age requirement to sign a contract is 18 years of age, and applications/contracts signed by minors will be deemed invalid contracts. A child under the age of 18 is considered a minor and is unable to sign a contract.**

Leave this empty:

