

Adoption Contract
Connecticut Draft Horse Rescue, Inc.
113 Chestnut Hill Road
East Hampton, CT 06424

Description of Horse:

Name _____ Breed _____
Estimated age _____ Gender _____ Estimated height/weight _____
Color/markings _____

Adopter information:

Name _____
Mailing address _____ City _____ State _____ Zip _____
Location of horse (if different from above) _____
Home phone _____ Work phone _____ Cell _____
Email address _____

This **AGREEMENT** is made on this ____ day of _____, 20____, between _____
(hereinafter referred to as the "adopter") and **Connecticut Draft Horse Rescue, Inc.** (hereinafter
referred to as "CDHR").

Adopter agrees to pay an adoption donation of \$ _____ to CDHR. This fee is non-refundable even if
this adoption contract is later cancelled.

- 1) Adopter agrees that the horse identified in this Adoption Contract remains the property of CDHR to ensure the continued safety and welfare of the horse for the remainder of its life. Adoption of this horse shall be defined as a lifetime free lease to the adopter, to maintain and care for in a manner set forth under "Standards of Care" in this Adoption Contract.
- 2) Adopter may not sell, give away, lend, lease, or otherwise remove the horse from the adopter's personal supervision and control, without written approval by CDHR. Should the adopter decide that the horse is no longer wanted for any reason or can no longer provide proper care to the horse, the adopter understands that CDHR will take the horse back at any time. Adopter will give CDHR a minimum of 30 days notice prior to return but CDHR may, at its discretion, accept the return earlier. Adopter will provide transport for the return to CDHR (or a local destination of CDHR's choice) or cover such costs unless previous arrangements are made with CDHR.
- 3) Re-homing and Binding Effect of this Agreement:
 - a) Should the adopter decide to re-home the horse, any individual or organization intending to take possession of the horse must submit an adoption application and be formally

approved by CDHR prior to the horse being placed into the possession of such individual or organization for any reason.

- b) This agreement shall remain in effect until the death of the horse.
 - c) The terms of this agreement are binding on any future adopter or any third-party person or entity taking possession of the horse.
 - d) Any future adopter or any third-party person or entity taking possession of the horse must re-sign an agreement with CDHR prior to the horse being placed into the possession of any future adopter or any third-party person or entity.
- 4) The horse shall not be moved from the address described herein, except in the case of trail rides, shows, emergencies or other temporary situations without written consent from CDHR. The horse shall be available at all times for inspection by a CDHR representative, and should said horse not be at the location as stated herein upon inspection, adopter shall assist CDHR in every way possible to locate and return said horse to CDHR. Adopter will then be responsible for any costs incurred by CDHR to acquire and transport said horse to the rescue facilities.
 - 5) Adopter agrees that an authorized representative of CDHR may enter the property where said horse resides, during normal business hours and without notice to determine if all conditions of this Adoption Contract are being complied with completely. Adopter agrees that should a violation of any of the terms found in this Adoption Contract be found, and in the judgment of at least 2 members of the Board of Directors of CDHR such conditions represent impairment to the health or welfare of said horse, adopter hereby authorizes a representative of CDHR to enter the property at any time and without notice, cause or warrant upon the land where said horse resides and take immediate physical possession of said horse without recourse from the adopter. If the horse is found by a veterinarian to be in debilitated or unhealthy condition on return due in part or in whole to adopter's failure to comply with the terms of this Adoption Contract, adopter will be responsible for and hereby agrees to reimburse CDHR for all costs incurred to return the horse to a healthy condition.
 - 6) Adopter further agrees that he/she will accept all responsibility for any claim, action or lien resulting from any action, directly or indirectly involving said horse while it is in adopter's possession and under adopter's care and control. Therefore, adopter agrees and understands that neither CDHR nor its employees/volunteers or agents will be liable for any damages or injury caused to adopter or any third person by the horse once the adopter receives delivery of the horse, including but not limited to damages or injuries caused by the fact that the horse does not behave or perform in the manner the adopter expected. Further, if any third person makes a claim against CDHR or any of its employees/volunteers or agents as a result of any conduct of the horse after adopter has taken possession of the horse, adopter agrees to indemnify and hold CDHR, its employees/volunteers and agents harmless from any such claim, including costs and attorney's fees resulting from such a claim.
 - 7) In the event of adopter's death, the adopter's heirs may retain care and custody of the horse upon written permission of CDHR under the terms of this or a similar contract. If adopter's heirs are unable or unwilling to continue care of said horse, the horse shall be returned to CDHR at the expense of the adopter's heirs unless previous arrangements are made with CDHR.
 - 8) The adopter agrees never to breed the above-described horse for the duration of its life. If the horse is bred, the resulting offspring becomes property of CDHR and must be returned to CDHR when it is old enough to be weaned (4-6 months of age). CDHR retains the right to remove the

above-described horse if it is a mare, prior to the foal's delivery, if the horse is determined to be pregnant while in the adopter's possession.

- 9) Adopter agrees to provide CDHR with a "check-in report" on an annual basis. A check-in shall consist of at least two clear and well-lit photographs, one of each side of the horse, showing its body condition and healthy appearance. A form shall also be provided which must be completed by a licensed veterinarian after examining the horse and providing vaccinations and an assessment of dental, farrier, deworming, nutritional, and overall health care and management to be in compliance with our "Standards of Care" as described below. Check-ins shall be due annually on the last day of the month of the anniversary of the horse's adoption. (ie, horses adopted in October, check-ins due annually by 10/31). We will attempt to contact you with annual reminders for this. Failure to provide check-ins within 90 days of due date shall be deemed non-compliance with this contract and may be grounds for CDHR to remove the horse.
- 10) Adopter agrees that, should it become necessary to euthanize said horse for medical reasons, adopter must provide a statement as to the cause and agreement of said action to CDHR signed by a licensed veterinarian. Adopter further agrees to notify CDHR immediately upon the death of the horse by any cause.
- 11) Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein and signed by adopter.
- 12) Adopter agrees that the representations in the Adoption Application are made a part of this Adoption Contract. If the conditions change under which the horse is kept, CDHR has the right but not the obligation to repossess the horse and cancel this Adoption Contract.
- 13) Additional requirements or waivers:

"Standard of Care for Horses"

CDHR requires that all adopted horses be provided with these minimal care requirements:

- a) Annual vaccinations to include Eastern and Western Encephalitis with Tetanus (EWT), West Nile Virus (WNV), and Rabies. Other vaccinations as recommended by adopter's veterinarian.
- b) Annual dental examination and floating as deemed necessary by adopter's veterinarian. Floating may be performed by a qualified individual other than the veterinarian but an oral examination must be performed by a licensed veterinarian to determine the condition of the teeth.
- c) Farrier care (trimming and/or shoeing) to maintain the feet in good condition. The interval may vary based on the needs of the horse but should be frequent enough to keep the feet from excessive flaring, cracking and shoe loss.
- d) Deworming program (treatment and/or testing) as recommended by adopter's veterinarian.
- e) Nutritional consultation with the veterinarian at the horse's annual visit. This includes an assessment of diet and body condition score. Adopter must comply with any recommendations made by the veterinarian regarding diet or exercise.
- f) The horse must be maintained in an environment that is both safe and clean. Barbed wire is strictly forbidden. Fencing must be safe and well-maintained to keep the horse free of danger of entanglement or escape. Manure contamination must be kept at reasonable levels relative to the horse's housing. Shelter must be available during inclement weather and water must be available to the horse at all times.

- g) The horse must be provided with adequate veterinary care in times of illness or injury. If adopter is financially or for any other reason unable or unreasonably willing to provide medical or other care as recommended by his/her veterinarian, the horse must immediately be returned to CDHR before its condition further declines. Adopter shall have all of the horse's medical records turned over to CDHR.
- h) The horse must always be treated with kindness and gentle handling methods. Many of our rescues have endured abuse or unkindness in the hands of humans and have taken steps towards trusting again; a moment of impatience or excessive force can undo months of rehab. The most effective training methods are those that do not inflict pain or fear on the horse.

Date_____

Signature of Adopter_____

Printed Name of Adopter_____

This contract is hereby accepted on behalf of Connecticut Draft Horse Rescue, Inc., by:

Date_____

Signature of Agent (CDHR Officer or Director)_____

Printed Name of Agent_____

Revised: 10/26