



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: _____

Contact phone #: _____ Email address: _____

**DESCRIPTION OF EQUINE:*

To be completed by CHR Staff

Horse Name: _____

Brand Inspection #: _____

Approximate age: _____

Gender: _____

Breed: _____

Microchip ID: _____

Color: _____

Markings: _____

Equine Classified as: _____

Tattoo/Brand: _____

Registration Number: _____

Scars: _____

Approximate height (taped): _____

Weight: _____ /Body Score: _____

The Adopter agrees to the following requirements:

- _____ 1. Once all terms and conditions of this agreement have been complied with, this agreement will result in the transfer of ownership of the named equine to the Adopter.
- _____ 2. 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.
- _____ 3. Adopter is responsible for all expenses incurred for care and well-being of named equine; no reimbursements will be granted.
- _____ 4. Named equine will be subject to kind treatment and never be placed with or handled by an abusive person.
- _____ 5. 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 as age, confirmation, degree of soundness, and level of fitness decline.
- _____ 6. Adopter agrees to work the equine only within the appropriate level of exertion for its age, conformation, degree of soundness, and level of fitness.

Additional Requirements: Related to work restrictions/allowances for named equine:

- _____ 7. If the named equine has been classified as a "lead-line appropriate," I agree to abide by the above weight restriction.
- _____ 8. If the named equine has been classified as a "companion only," it will not be ridden under any circumstances.
- _____ 9. Named **equine may not be bred** to another equine nor branded in any manner.
- _____ 10. Adopter will follow CHR's "**Minimum Standards of Care**" as attached to this agreement.
- _____ 11. Adopter will not allow named equine to run at large and will **provide adequate fencing** as described in the attached "Minimum Standards of Care."

_____ 12. If the Adopter needs to change the permanent location of the named equine, the new facility must meet requirements in CHR's "Minimum Standards of Care." Notification fo the changes is due within 30 days of said change for CHR record keeping purposes.

_____ 13. In the event of the Adopter's death, we ask that the family contact CHR within 30 days. Any transfer of ownership of the named equine shall take place with CHR's guidance.

_____ 14. 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.

_____ 15. The adoption fee includes a brand inspection arranged by CHR and Adopter will receive the original brand inspection at the time of pickup/delivery of named horse.

_____ 16. Adopter certifies that he/she has no prior violations of animal adoption regulations or convictions of inhumane treatment to animals.

_____ 17. The Adopter agrees that the named equine will reside at:

Stable / home address: _____

Veterinary Care:

_____ 1. 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.

_____ 2. I understand I have the right to have a medical pre-purchase exam performed at my own expense. At the time of adoption, I accept responsibility for this horse's current medical condition and disclosed age.

Select one:

I accept the opportunity to have a pre-purchase exam performed.

I decline the opportunity to have a pre-purchase exam performed.

_____ 3. By signing this agreement, the Adopter authorizes the release of any information on named equine from any veterinarian to CHR.

Inspection, Return, "As Is", and Liability:

_____ 1. 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.

_____ 2. 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 upon 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.

_____ 3. CHR MAKES NO WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY MEDICAL ISSUES OR FITNESS FOR A PARTICULAR PURPOSE. ADOPTION OF THIS HORSE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS IS" PLACEMENT.

_____ 4. ***CHR makes no representations or guarantees about the soundness, abilities, temperament, safety, or health of the named equine.*** Adopter agrees to accept all responsibility for any action or lien resulting from any act or omission or incident directly involving named equine while it is in the Adopters care. Therefore, Adopter agrees to release and not to sue CHR, including its directors, officers, employees, contractors, volunteers (collectively, "CHR Releasees"), or other agents shall not 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 defend and indemnify and hold CHR Releasees harmless from any such claim, including costs and attorney's fees resulting from such claim. CHR Releasees retain the right to select counsel and control the defense.

WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

_____ 5. If the Adopter discovers that the named equine has a previously unknown health condition or unsuitability, the Adopter may return the named equine within (60) days of when this contract was executed for a refund. There is no refund after sixty (60) days. If the Adopter cannot provide hauling

for the named equine, reasonable hauling charges will be collected from the Adopter when named equine is picked up. The Adopter will contact the Colorado Brand Inspection to the named equine into CHR's name as a requirement at the time of return.

_____ 6. 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 invalid or unenforceable, then that single part is deemed severed from this agreement to the extent of its unenforceability, and the remainder of this agreement remains in full force and effect.

_____ 7. This written agreement contains the entire understanding between the parties with respect to the subject matter of this agreement, and supersedes completely all related negotiations, discussions, and prior agreements between the parties. No party may rely on prior oral statements or representations by the other party to determine or alter the terms of this written agreement.

Additional Requirements:

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.

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

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 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 required. If equines are individually stalled, they must be able to make physical 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 will be provided. 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 a 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 acres 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 equines, 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 strongly 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 equines must maintain weight and condition as described by the Henneke Scoring System 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.

***Anticipated Pickup Date:**

****If named equine is not picked up/delivered within 30 days of the signing of this contract, the adopter will be charged a boarding fee each week or month. Fee is set at \$ _____ and if not paid at this point CHR reserves the right to terminate this contract.***

Payment:

Payment must be in the form of a personal check or cash. The total fee is required at the time of adoption and is not tax deductible. Transportation costs are separate fees. CHR will provide, at their cost, and at the time of pickup or delivery, a Colorado Brand Inspection in the adopter’s name, a current Coggins test, and CHR Health Records spanning the time the named equine spent at our facility. A veterinarian health certificate, if needed, must be requested separately.

Adoption fee \$ _____.

Trailing fee \$ _____.

(Credits, if applicable) \$ _____.

Total Adoption fees \$ _____.

Please Print Your Name: 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 Manager

Signature of Adoption Manager

Date