



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. 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 the auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed in to possession of any person or organization that will cause or allow the equine to be sold at the auction for slaughter.
- _____ 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 of 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 an emergency, thirty days’ notice must be given to allow CHR time to properly house the named equine should it 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 No Liability:

- _____ 1. If the Adopter determines that the named equine is no longer a suitable match for it, 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 is unsuitable, 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 transfer the named equine into CHR's name as a requirement at the time of return; CHR will not accept the equine back unless the brand inspection is complete and a certificate of title is issued in the name of CHR.

Breach of Agreement – Right of Inspection, Surrender, and Injunctive Relief

_____ **6. Right of Inspection.** Adopter hereby grants CHR access to enter upon the property where the equine is housed, without advance notice to Adopter, for inspection of the equine, its condition, and the condition of the facilities, if CHR receives reports or evidence, which in its sole determination are credible, that Adopter is in breach of any term of this agreement.

_____ **7. Surrender and Transfer of Title to CHR.** Regardless of whether CHR exercises its right of inspection above, if in CHR's determination, Adopter is in breach of any term of this agreement which breach is not curable (in CHR's determination, such as having bred the named equine) or is not cured within 14 days of notice by CHR of the breach, then Adopter is deemed to have offered to surrender the equine and transfer title to CHR as of the date of the breach that is not curable or as of the 14th day after notice by CHR of the curable breach which is not cured (in either instance, referred to as the "Surrender Date"). As of the Surrender Date, CHR has the right to re-take possession of the equine, either by delivery of the equine to CHR by Adopter or collection of the equine by CHR from the location where it is housed, without further need to obtain consent from Adopter. Also as of the Surrender Date, CHR has the right to take title to the equine, and Adopter shall cooperate in the completion of a Colorado Brand Inspection to transfer title of the equine to CHR, and, if Adopter does not cooperate, Adopter hereby agrees that it consents to CHR completing a Colorado Brand Inspection without Adopter's participation. CHR may exercise this remedy of right to re-take possession and title at any time after the Surrender Date, regardless of when the breach is discovered; these rights exist indefinitely without expiration.

_____ **8. Injunctive Relief.** CHR may seek injunctive relief in court to enforce its rights under this agreement if (1) Adopter refuses to permit inspection pursuant to paragraph 6 above; (2) CHR learns that Adopter intends to or is about to breach this agreement, and Adopter refuses to agree in a signed writing that the Adopter will not take the action that would constitute breach within 7 days of notice by CHR of the anticipated breach, or (3) Adopter fails to cooperate or interferes with CHR in its efforts to re-take possession and transfer title to CHR pursuant to the paragraph 7 above, and CHR is unable to either re-

take possession of the equine, obtain title of the equine, or both, within 30 days of the Surrender Date. Nothing in this paragraph prohibits CHR from pursuing other remedies available at law for Adopter's breach or threatened breach of this agreement, including the recovery of damages.

Additional Terms

- _____ 9. Successors and Assigns. This agreement shall be legally binding upon Adopter, Adopter's heirs, estate, assigns, including all minor children, and personal representatives.

- _____ 10. Jurisdiction and Venue; Choice of Law. This agreement is governed by Colorado law without giving effect to those principles of conflict of laws that might otherwise require the application of the laws of another jurisdiction. Any arbitration, enforcement of an arbitration award, or litigation must be brought in Boulder County District Court in the State of Colorado or the U.S. District Court for the District of Colorado, and each party submits to the exclusive jurisdiction of those courts and waives the right to change venue. Each party further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

- _____ 11. Severability. 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.

- _____ 12. Dispute Resolution. Except for the injunctive relief available to CHR above, for any other dispute not settled by informal discussion, the parties shall first attempt to resolve the dispute through mediation before a mutually acceptable Colorado mediator, the fees for which will be shared equally by the parties. If mediation fails to resolve the dispute, the dispute shall be submitted to binding, confidential, and non-appealable arbitration, with any threshold question of arbitrability to be decided by the arbitrator. Any arbitration award may be submitted to a court of competent jurisdiction for entry of judgment. The cost and expenses of the arbitrator shall initially be shared equally by the parties, subject to paragraph 13 below regarding Costs and Attorney Fees.

- _____ 13. Costs and Attorney Fees. If CHR retains counsel to enforce or prevent the breach or any threatened breach of this agreement or to seek any other remedy relating to the agreement, and if CHR is the prevailing party in any arbitration or court proceeding, then CHR will be entitled to be reimbursed by the Adopter for all costs and expenses so incurred (including reasonable attorney fees, costs of bonds, and fees and expenses for expert witnesses).

_____ 14. Entire Agreement. 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.

_____ 15. No Waiver. No waiver of any breach of any one or more of the terms of this agreement by either party will be deemed to imply or constitute a waiver of a breach of the same term in the future, or a waiver of a breach of any other term of this agreement. No provision of this agreement may be waived except by a written waiver signed by the waiving party.

Additional Requirements:

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 equines 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