



9555 Deerfield Rd, Franktown, CO 80116 – info@driftersheartsofhope.org – 303-521-5726

EQUINE ADOPTION CONTRACT

All adopters are required to sign our Adoption Contract, which is in place to help ensure the safety of the horse's future.

Name of Equine _____

Name of Adopting Party _____

Adoption Fee \$ _____

Phone Number _____

This contract is between Drifter's Hearts Of Hope, Inc. (hereafter referred to as DHOH) and

_____ (adopter), (herein referred to as adopter home) residing at

_____ (street)

_____ (city), _____ (state), _____ (zip)

on this date _____. The Adopters have applied to have their home approved by DHOH located at the above address as a home for adopted equines. The home has been approved by DHOH. Adopted equines that are located at an address other than the Adopter's home (if applicable) will be located at the following address:

_____ (street)

_____ (city), _____ (state), _____ (zip)

1. Adopter agrees to pay the full adoption fee (amount stated above) and understands that the animal remains the legal property of DHOH until such time as the brand inspection is transferred to Adopter by DHOH, if at all.
2. Adopter understands and agrees that DHOH will retain possession of the brand inspection for at least six (6) months from the date of this Agreement. After that time, the Adopter may request in writing that DHOH transfer the brand inspection to the Adopter. Within two weeks of receipt of the request for the brand inspection transfer, DHOH will inspect the facilities where the adopted animal is being kept and make an assessment as to whether the terms of this Agreement are being reasonably fulfilled concerning the care of the adopted animal. If, in its sole discretion, DHOH is reasonably satisfied that the adopted animal is receiving the care required by this Agreement, DHOH will transfer the brand inspection and the ownership rights to the adopted animal to the Adopter.
3. Adopter agrees to adopt the animal as is. All responsibility for, risks associated with, and liability for the care and control of the adopted animal shall transfer to Adopter from the date of signing this adoption contract forward, unless otherwise agreed upon in writing. DHOH is not responsible or liable for any injury or damage

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caused by the adopted animal, nor is DHOH responsible for any veterinary, medical or other expenses incurred after the date of the adoption unless otherwise prearranged and agreed upon in writing.

4. DHOH has disclosed all known medical conditions to Adopter and Adopter assumes all responsibility for treatment of any and all existing conditions and those that may subsequently occur. By signing this agreement, Adopter acknowledges that they understand the extent of any medical condition(s) and the recommended treatment. While DHOH makes every effort to provide all medical information, no guarantee is made as to the health of any animal offered for adoption. Adopter understands that all information (breed, age, etc.) about this animal is based on details provided by either the animal's previous owners, a Veterinarian, or DHOH, and may or may not be accurate.

5. It is the intention of DHOH to monitor the care and health of the adopted animal while in the care of Adopter. Accordingly, Adopter agrees to allow DHOH personnel to make reasonable visits to the animal's location with Adopter, to take calls from DHOH personnel with respect to the adopted equine's condition, and/or respond to emails from DHOH in conjunction with this adoption agreement. Any and all visits will be made by appointment only, to be scheduled within a reasonable timeframe after a request of DHOH. Adopter understands that refusal of scheduling and/or allowing visits/checkups within a reasonable timeframe may result in reclaiming the animal by DHOH as stated in connection with paragraph 14 below.

6. Adopter agrees to assure this animal a loving home in which it will be provided proper food, fresh water, adequate exercise, a secure and safe living environment, and appropriate shelter at all times.

7. Adopter agrees to provide veterinary care as needed, including all vaccinations, dewormings, and examinations required to maintain good health. Adopter also agrees to provide regular hoof and dental care as defined by current industry standards.

8. Adopter agrees that should it no longer be able to care for or for any reason relinquish ownership of the adopted animal, DHOH shall immediately be notified. DHOH will always accept returned animals for the duration of their lifetime, regardless of age or condition.

9. Adopter may be allowed to resell or rehome the animal, but only with the prior written approval of DHOH. DHOH must approve any new home, and the new adopter of the animal must sign a similar contract with DHOH in order to ensure the continued safety of the equine.

Adopter initials _____

10. Adopter agrees that the equine shall not be sold through auction or be sold to slaughter, through either the direct or indirect actions of Adopter.

11. Adopter understands and agrees that equines adopted from DHOH are intended to be cared for and placed with the Adopter for the remainder of the equine's natural life. If an adopter decides to end an adoption for any reason, the equine(s) shall be returned to DHOH location upon 14 days' notice from Adopter. Adopter may choose, with DHOH approval, to keep the equine in Adopter's facility, complying with the Standard of Care, while DHOH secures a new home for the equine. 50% of the adoption fee will be returned to the adopter if the equine is returned within 2 months of the contract date and transportation is provided by Adopter for the equine to the rescue facility and the equine returns with current hoof care, current vaccines and proper dental care, as well as at a weight measured as a 5-7 on the Henneke body condition scale. If the rescue must transport the equine back to the rescue facility, the cost of transportation will be deducted from the amount of the

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returnable adoption fee that can be refunded up to the entire amount possible to be refunded. No fees shall be refunded to Adopter if the equine returns to the rescue underweight or showing signs of abuse as determined by the rescue. If the equine lacks current hoof care, vaccines or dental care, the cost to have those services rendered will be deducted from the amount the adoption fee that will be refunded up to the entire amount possible to be refunded. After 2 months, DHOH will not refund any amount of the adoption fee nor offer to trade the equine in for another DHOH equine. DHOH will also not give credit or a deduction in an adoption fees towards a new DHOH equine for a returned DHOH equine.

12. Adopter agrees that this equine shall not be used for breeding purposes. Under certain circumstances an exception may be made, but must be specifically approved by DHOH, in writing, before any breeding activity may commence.

13. Adopter agrees to never allow the adopted equine to be used for animal experimentation, premarin production, as rough stock in rodeos, or for cruel sports such as horse "tripping".

14. Adopter agrees to use safe, humane and ethical methods of handling and training when working with the adopted equine. Adopter agrees to comply with all state and local laws and ordinances governing the keeping and care of equines. Adopter agrees that all information submitted to DHOH within the Adoption Application, Adoption Contract, interviews, emails, and phone conversations is true to the best of the Adopter's knowledge. Any false information given to DHOH concerning Adopter's horse experience, intentions for this animal and/or the care of this animal shall be sufficient reason for reclaiming the animal by DHOH.

15. Adopter agrees that this Adoption Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.

16. This Adoption Contract is made and entered into in the State of Colorado, and shall be enforced and interpreted under the laws of this state. When Adopter and DHOH sign this contract, it will then be binding on both parties. Any failure to perform the foregoing agreement will constitute a breach of contract. In the event of any such breach of contract, Adopter authorizes DHOH to reclaim both possession and ownership of the adopted equine and agrees to relinquish custody of the adopted equine immediately upon request by DHOH or its authorized representative. In the event that such action is necessary, Adopter hereby waives any claim for a refund of any kind for any fees and expenses that may have been incurred, and agrees to pay all necessary and reasonable costs incurred by DHOH in recovering the possession of the adopted animal, including all reasonable costs and attorney fees necessary to enforce DHOH's rights under this agreement.

_____ Date _____ Adopting Party/Adopter

_____ Date _____ DHOH Board Member

_____ Date _____ Witness

_____ Adopter Initials