

Meadow Haven Horse Rescue Adoption Contract

This form contains fillable fields which may be completed with any PDF reader and emailed.

You agree to the following:

_____ 1. It is our hope that you are adopting the equine to provide it with a forever home. If the time comes when you can no longer care for the equine, the equine may only be transferred back to Meadow Haven Horse Rescue, and may never be sold, leased, given away, assigned, disposed of, or have any interest therein transferred. In the event that the equine needs to be returned to Meadow Haven Horse Rescue, please allow us at least 30 days notice.

_____ 2. Meadow Haven Horse Rescue cannot provide transportation for your adopted equine; thus transportation is your responsibility at all times.

_____ 3. If you move the equine to a new location, we will need to inspect and approve the property prior to the move. However, a **temporary** change of location for **no more** than seven (7) days is allowed.

_____ 4. **Breeding of adopted equines is not allowed, nor is any form of branding. Doing so will result in immediate removal of adopted equine and any/all offspring of adopted equine.**

_____ 5. You will follow our "Minimum Standards of Care" as attached to this agreement.

Veterinarian Care:

_____ 1. If you change your adopted equine's veterinarian, please tell us within 30 days so our information stays current.

_____ 2. Once a year, we require a veterinarian's brief statement of your adopted equine's residence, general condition, weight, teeth, and hoof condition (a brief health check form will be provided by Meadow Haven Horse Rescue for this purpose once a year).

_____ 3. You agree to the release of any information concerning your adopted equine from any veterinarian to Meadow Haven Horse Rescue.

_____ 4. You agree to notify Meadow Haven Horse Rescue immediately upon: 1) death of equine. (A statement from a veterinarian stating the apparent cause of death must be forwarded to Meadow Haven Horse Rescue); 2) serious injury or illness that could be life threatening.

_____ 5. You state that your adopted equine will reside at:

Address: _____ City: _____ Zip: _____

NOTICE: This document is for the sole use of the Directors and staff of Meadow Haven Horse Rescue, Inc. and may contain confidential and privileged information. Any unauthorized view, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please inform Meadow Haven Horse Rescue and destroy all copies of this document.

Inspections, Return and Liability:

_____ 1. You agree to permit one of our representatives to visit your property and your adopted equine should we request to do so. You also agree to take and forward photographs of your adopted equine and to provide information promptly as requested by Meadow Haven Horse Rescue.

_____ 2. If you fail to comply with any of these statements in this agreement or if Meadow Haven Horse Rescue determines that the situation is undesirable for the well-being of the adopted equine according to the standards examined in this agreement and in the "Minimum Standards of Care," Meadow Haven Horse Rescue will make a reasonable attempt to assist you in meeting these standards. Should such attempts fail to correct the situation, you agree to return the adopted equine to Meadow Haven Horse Rescue upon our request. Should the equine be with foal or having had foal, both will be returned to Meadow Haven Horse Rescue.

_____ 3. While we make an attempt to pass on information that others have given us concerning each equine, Meadow Haven Horse Rescue makes no representations or guarantees about the soundness, abilities, temperament or health of the equine. You agree to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving your adopted equine while it is in your care, and you agree that neither Meadow Haven Horse Rescue, not its employees or agents will be liable for any damages or injury caused to you or any third person by your adopted equine once you receive delivery of the equine, including but not limited to damages or injuries caused by the fact that the equine does not behave or perform in the manner expected. If any third person makes a claim against Meadow Haven Horse Rescue or any of its employees or agents as a result of any conduct of the equine in your possession, you agree to indemnify and hold harmless Meadow Haven Horse Rescue, its directors, officers, employees, and agents from any such claim, including costs and attorney fees resulting from such claim.

_____ 4. This agreement shall be legally binding upon you and/or as the parents or legal guardians of a minor, your heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of Texas and county of Gonzales, being the Meadow Haven Horse Rescue principle location. Any dispute under this agreement shall be litigated in and venue shall be the State of Texas and the county of Gonzales. If any clause, phrase or words in conflict with state law, then that single part is null and void.

_____ 5. You understand that Meadow Haven Horse Rescue will immediately proceed with legal action against you should any attempt be made on your part to deny immediate access to the equine upon request by a representative of Meadow Haven Horse Rescue or for any violation of any terms of this agreement. Should you deny or fail to provide immediate access to your adopted equine when requested or fail to return the equine as directed by Meadow Haven Horse Rescue, you will bear all costs of enforcement of this agreement.

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

(Information below is to be completed at time of placement.)

The above stated non-refundable adoption fee of \$_____ is hereby accepted by: _____

*** Please Note: (NSF Checks must be made good within 48 hours + a \$50 returned check fee.)

Signature of Adoptive Home

Date

Printed Name of Adopter

This Agreement is hereby accepted on behalf of Meadow Haven Horse Rescue by:

Signature of MHHR Officer

Date

Printed Name of MHHR Officer

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

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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 and equine from Meadow Haven 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 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 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. 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

A recommended 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 gives protection from extreme weather including but not limited to: prevailing wind, snow, sleet, rain, sun, and temperature extremes. Stalls and shelters shall be constructed to provide sufficient space for each equine to turn around, lie down, and 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 $\frac{3}{4}$ "-1" plywood or 2"x 6" boards. There should be no exposed nails or other objects that could potentially cause injury to the equine.

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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. The use of a defroster to prevent the freezing of water in inclement weather is also 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 & Storage

Equines shall receive at a minimum the equivalent of 3% 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 to it.

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 five or less acres or along any side of 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 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, Worming and Coggins

Under current Texas 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 Texas. Equine animals stabled, boarded or pastured within 200 yards of equine belonging to another person shall be considered 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

