



The Horse Shelter, 100AB Old Cash Ranch Road, Cerrillos, NM 87010

ADOPTION REQUIREMENTS AND REGULATIONS

By signing this Adoption Requirements and Regulations document and the Adoption Application, the Adopter acknowledges that failure to comply with any of the requirements and regulations will be considered a breach of the Adoption Contract, in which case The Horse Shelter (THS) will be entitled to repossess the horse.

Adopted horses must be well treated, sheltered, fed, and cared for. The horse must be provided appropriate and nutritious amounts of food (subject to approval of a veterinarian, if necessary), fresh water, adequate shelter, and kind treatment at all times. If the horse is stabled or boarded other than on Adopters home premises it is the Adopters responsibility to ensure that the horse receives this same level of good care.

Adopter will not place the horse with an abusive trainer, nor ask of the horse more than he is suited to, given his age, conformation, and health.

Adopter will not allow the horse to run at large and will provide adequate and appropriate fencing. (Note: barbed wire is not considered appropriate for horses.)

Adopter must be in a position to provide prompt medical care and treatment if the horse becomes ill, injured, or lame.

Adopter will provide such hoof care as is necessary to keep the horse sound and comfortable.

Adopter is responsible for all expenses incurred in caring for the horse from the time that the horse arrives at the Adopter.s premises.

Adopter certifies that he/she has no prior violations of adoption contracts or convictions for inhumane treatment of animals.

If Adopter does not have experience with horses, Adopter may be required to take basic horsemanship training with a trainer approved by THS.

THS reserves the right to refuse adoption of any horse to any person.

THS reserves the right to refuse adoption of any un-gentled or green broke horse to any adopter who, in THS's assessment, is not experienced in handling such a horse. Exception may be made if Adopter has proof of a training agreement with a reputable trainer. Adopter bears any and all responsibility for damage or injury incurred because the horse's behavior is outside of Adopter's ability to manage. THS retains ownership of the horse for a probationary period of no less than six months and no more than one year. Adopter agrees to allow THS to monitor the

well-being of the horse and, if it is found that the horse is not cared for properly, THS will repossess the horse. THS will take legal action to recover all costs and attorney's fees if such action becomes necessary.

Adopter agrees to pay the adoption fee minus \$50 at the time of moving the horse from the Shelter to Adopter's premises. The balance of \$50 will be paid to THS at the end of the probationary period, completing the transfer of ownership.

Adopter agrees that the horse cannot be sold, traded, leased, given away, or used for any commercial purpose (other than competitions entered by Adopter or his/her family). If Adopter cannot or does not wish to care for the horse after the probationary period is over, the horse must be returned to THS at no cost to THS, or written permission must be obtained from THS for transfer of care/ownership to another party

If, in the opinion of a licensed veterinarian, the horse the horse is suffering, whether from disease, injury, or old age, without reasonable expectation of returning to a life of good quality, Adopter is encouraged to consider euthanasia. Under no circumstances may the horse be sold at auction, public or private, or in any other way be put at risk of going to slaughter. THS may require proof of humane euthanasia if the horse disappears.

Within the probationary period Adopter must notify THS in writing of the following:

- 1) Within seven(7) days of taking possession of the horse Adopter will furnish to THS the name and phone number of the veterinarian employed by Adopter, unless this information has been provided in Item 12 of the Adoption Application.
- 2) Death of the horse. Notification is required as soon as possible the veterinarian's statement of cause of death.
- 3) If the horse suffers a major injury or medical problem notice should be provided to THS as soon as possible with the name and phone number of the veterinarian who made the diagnosis.
- 4) Notification is required within 14 days if the horse is moved from the location on record with THS

Adopter gives permission to THS to come onto the property where the horse is living for the purpose of monitoring his well-being, with reasonable advance notice.

The adoption fee, less \$50, is due at the time of adoption. Within 30 days the adoption fee is refundable, less \$100. The last \$50 of the adoption fee is due at the end of the probationary period.

Adopter hereby certifies that he/she has read, understands, and agrees to the above terms and conditions for the adoption of a horse from The Horse Shelter.

Adopter(s): _____ Date: _____
Agent, The Horse Shelter: _____ Date: _____
Witness: _____ Date: _____
Witness: _____ Date: _____