



# Mad Hatter Farm

1602 Hinton Wilson Rd  
Harlem, GA 30814

## EQUINE ADOPTION AGREEMENT

THIS AGREEMENT entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ between:

Mad Hatter Farm and Rescue

(hereinafter known as "the Shelter")

and

*[Name of Adopter]*

\_\_\_\_\_  
(hereinafter known as "the Adopter")

WHEREAS the Adopter wishes to adopt an animal which has been rescued by and is currently in the possession of the Shelter and which is more particularly identified in Schedule "A" attached to this Agreement (hereinafter referred to as "the Horse");

AND WHEREAS the parties agree that this Agreement does not constitute an Agreement of Sale but is an agreement for possession only;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

### Transfer of Possession

1.1 Upon receipt of the Adopter's signed agreement and covenant to provide all necessary care for the Horse, the Shelter hereby transfers possession and ownership of the Horse to the Adopter for the remainder of the Horse's life, or until such time as the Adopter cannot or will not continue to provide such care for the Horse. In either of such events, sole ownership and custody of the Horse shall automatically revert to the Shelter and/or its agents or assigns.

1.2 The Adopter is solely responsible for making transportation arrangements and for paying all of the costs therefor to transfer the Horse from the Shelter to the Adopter's possession.

1.3 It is clearly understood and agreed that the Adopter has no right to sell, transfer, lease, or convey possession or ownership of the Horse to any other individual or entity at any time or for any reason.

1.4 The Adopter agrees to comply with the Shelter's Horse Adoption Policy attached as Schedule "B" hereto and made a part of this Agreement.

## Care and Shelter

2.1 The Adopter shall provide all food, water (with access to fresh water at all times), shelter, pasture area with a minimum of one acre with stall, certified farrier, and licensed veterinary care as is necessary to maintain the Horse's good health and safety. The Adopter shall provide an environment free of abuse, neglect, poor handling, and/or mismanagement for the remainder of the Horse's lifetime. The Adopter shall keep the Shelter informed of all changes to name (both Adopter and Horse), address and/or telephone number of the Adopter, and location and status of the Horse as such changes occur, so that the Shelter can update its records in order to protect the wellbeing of the Horse and to enforce the provisions hereof.

2.2 The Shelter retains the right to inspect any facility where the Horse is being stabled, at its discretion and without notice. If the Shelter or its authorized agent determines that abuse or neglect exists, the Shelter retains the unilateral right to retake possession of the Horse immediately or as soon as the circumstances allow. If the Shelter fails to immediately retake possession of the Horse upon finding evidence of abuse and/or neglect, such failure does not constitute a waiver of its subsequent right to do so.

2.3 *(If the horse will be stabled at a different location than the Adopter's address, include this paragraph.)* The name and address of the boarding stable where the Horse will be kept is as follows:

**Name of Stable:**

**Address:**

**Phone Number:**

**Email:**

The Adopter hereby authorizes the Shelter to contact the boarding stable for any information regarding the Horse.

## Medical Care; Health Records

3.1 The Adopter shall keep the Horse up to date on all annual and semi-annual vaccinations and other routine veterinary care, and shall provide the Shelter with copies of veterinary and farrier records and/or receipts showing proof of vaccinations, worming, dental work, and hoof care for the Horse. The Adopter is to notify the Shelter in the event that the Horse develops any serious medical condition or sustains a serious injury.

3.2 **The Adopter hereby authorizes the Shelter to contact the primary veterinarian and the farrier at any given time and to access any and all records kept on the Horse.**

**Name of Veterinarian:**

**Address:**

**Phone Number:**

**Email:**

Name of Farrier:

Address:

Phone Number:

Email:

3.3 The Adopter acknowledges that the Horse may have health problems due to previous instances of abuse or neglect. Attached hereto as Schedule "C" and made a part of this Agreement are the Shelter's health records for the Horse and details of any ailments or injuries that were known to the Shelter on or after the time the Shelter took possession of the Horse, and any required medicines or special medical or nutritional needs of the Horse. The Adopter understands that the Shelter makes these disclosures as a courtesy to the Adopter, and these disclosures are to the best of the Shelter's knowledge. Nothing herein shall be construed as a claim, representation, or warranty as to the temperament, health, or mental disposition of the Horse. PLEASE INITIAL HERE: \_\_\_\_\_

### Death or Injury

4.1 Should the Horse suffer injury, illness or death as a result of any act or failure to act, neglect or otherwise preventable situation, the Adopter shall be solely liable therefor. If reasonable medical intervention is necessary to save the life of the Horse and the cost of such medical intervention is prohibitive to the Adopter, the Shelter shall provide financial assistance.

4.2 The Adopter shall notify the Shelter within \_\_\_\_\_ [*days/hours*] of the Horse's death, and must provide the Shelter with a death certificate explaining the cause of the Horse's death. Such certificate must be signed by a veterinarian, and forwarded to the Shelter within \_\_\_\_\_ days of the death.

### Restrictions

5.1 The Adopter agrees not to breed the Horse under any circumstances.

5.2 The Adopter agrees to ride the Horse only in accordance with the following limitations, in order to ensure that neither the Horse nor its rider will sustain injury.

Known Riding Limitations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Voluntary Return

In the event the Horse is returned to the Shelter voluntarily by the Adopter, a thirty (30) day written notice must be given prior to such return in order to allow the Shelter time to properly arrange for the Horse's arrival and stabling. The Adopter agrees to continue to care for the Horse and to pay all necessary costs for maintaining the Horse's health until the time of such return. The Adopter is solely responsible for making all transportation arrangements and for paying the costs thereof. At the time of return the Adopter must provide proof that the Horse has had a current negative Coggins test (no less than 6 months prior to the date of return), and that the Horse is up to date on all vaccinations, worming, dental and hoof care. Should the Horse not be current on all of the foregoing requirements, the Adopter agrees to reimburse the Shelter for all costs incurred in bringing the Horse back up to date on these requirements. The Horse cannot be returned to the Shelter until all such costs are paid in full and all requirements are met.

## Additional Agreements

This Agreement is intended to be read and interpreted together with the Horse Adoption Policy attached hereto as Schedule "B". If there is a conflict between the terms of this Agreement and the Horse Adoption Policy, this Agreement shall govern.

## Non-Refundable Donation

The parties acknowledge that, as a condition of the adoption hereunder, a non-refundable adoption donation of \$\_\_\_\_\_ was paid to the Shelter by the Adopter. The donation may be tax deductible, and the Adopter should consult his/her tax advisor to determine such deductibility.

## Recovery of Costs

The Adopter agrees that in the event the Shelter is required to take action to recover the Horse or to enforce the terms of this Agreement, the Adopter shall be liable for all reasonable costs incurred by the Shelter with respect thereto, including but not limited to legal fees, costs of suit, veterinary services, rehabilitation, transportation, office and administrative costs.

## General Provisions

10.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Georgia. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Columbia County.

10.2 *Entire Agreement.* This Agreement and the Schedules attached hereto constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

10.3 *Amendments.* This Agreement may not be modified or amended except with the written consent of the parties.

10.4 *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

10.5 *Obligations Joint and Several.* If two or more persons are signing as Adopter under the terms of this Horse Adoption Agreement, their obligations shall be both joint and several.

10.6 *Notices.* All notices required or permitted to be given pursuant to this Agreement shall be delivered by hand to the party for which it is intended, or sent by regular post, or transmitted by facsimile, electronic email or other form of transmitted or electronic message, or sent by prepaid courier directly to such party at the following addresses, respectively:

### TO SHELTER:

Address: 1602 Hinton Wilson Rd. Harlem, GA 30808

Email: madhatterfarmandrescue@gmail.com

### TO ADOPTER:

Address: \_\_\_\_\_

Email: \_\_\_\_\_

or at such other address as either party may stipulate by notice to the other. Any notice sent by regular post shall be deemed to have been received on the third (3<sup>rd</sup>) day following mailing. Any notice delivered by hand or prepaid courier or sent by facsimile or electronic email shall be deemed to be received on the date of actual delivery or transmission thereof, provided that if sent by facsimile or email at a time that would be outside of regular business hours of the recipient, receipt will be deemed to be the next business day following transmission.

10.7 *Schedules.* All of the schedules attached to this Agreement are incorporated by reference and are deemed to be part of this Agreement.

Agreed between the parties this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE SHELTER:

THE ADOPTER:

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## SCHEDULE "A"

### Photograph and Detailed Description of the Horse

*[Attach photograph] (SEE COGGINS PROVIDED IN ADOPTION PAPERWORK)*

#### **Individual Animal Record**

Animal's Name/ID:	
Breed:	Species
Gender:	Age/Date of Birth:
Height:	Weight:
Color/Markings	

**Physical and Mental Condition of Animal as at Date of Agreement:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE "B"

### Horse Adoption Policy

## EQUINE ADOPTION POLICY

### MAD HATTER FARM

AS OF \_\_\_\_\_, 20\_\_\_\_

#### 1 Policy

- 1.1 This Equine Adoption Policy is intended to help ensure that all equines in the care of the Shelter are placed with suitable homes. The adopter of the equine must be at least 21 years of age with no history or criminal history of animal abuse or neglect.
- 1.2 Anyone who donates an equine to the Shelter is not eligible to adopt an equine within 2 year(s) of the donation. Exceptions may be made on a case-by-case basis. Anyone who adopts and subsequently returns an equine to the Shelter may be ineligible for future adoptions through the Shelter.
- 1.3 An approved adoption application is valid for a period of one (1) year from the date of approval and can be applied to any subsequent equine the applicant would like to adopt. The application may also be applied toward fostering upon receipt of a signed Adoptive home Contract.

#### 2 Application Approval Process

- 2.1 The approval process will begin upon receipt by the Shelter of a completed Adoption Application form and payment of the application fee by the applicant. The Application will then be reviewed to conclude if the applicant meets the requirements of the Shelter and to verify the references of the applicant, as well as to perform a criminal background check of the applicant. Any applicant who does not meet the requirements, receives unfavorable references, or does not pass a background check will not be approved.
- 2.2 After the initial review is completed, an inspector will be assigned to conduct the on-site inspection of the applicant's property. The inspector will verify that all the animals on the property are properly cared for, and the property is safe for the equine to be adopted. If the equine will be boarded elsewhere, the inspector will interview the owner of the boarding facility and notify them that **the equine will be continue to be owned by the Shelter for the initial ONE YEAR of the Adoption Agreement.** If the adopter fails to pay boarding fees, abandons the animal, or otherwise neglects his/her responsibilities with respect to the equine, the Shelter is to be notified immediately.
- 2.3 The Adoption Application requires that you provide references from the following professionals:
  - (a) A licensed Equine Veterinarian (DMV), and
  - (b) An equine professional, such as a farrier, equine trainer, riding instructor, stable manager, equine breeder, or similar person.

### 3 Adoptive Standards of Care

The following standards are based generally on good equine management practices and are required of all persons adopting an equine. While not comprehensive, they offer basic parameters for responsible equine ownership. The number of equines adopted must not exceed the ability of the adopter to feed, care, and shelter the animals properly. Such limits are dependent not only upon the physical health of the individual, but also the adopter's financial ability to maintain proper equine management. In addition, any individual keeping equines must comply with all relevant State and local laws.

#### 3.1 *General Maintenance Practices*

Various types of enclosures are available to contain equines., including, but not limited to stalls, dry lots, or pastures. In addition, equines must 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.

The Shelter encourages group pasturing of compatible equines to allow for social interaction among animals. 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 any of the animals.

#### 3.2 *Facility Requirements*

- (a) *Pasture.* A minimum of 1 acre of pasture is required for each equine. 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.* The stall requirement is for a 12' x 12' stall per standard size equine in a barn with turnout or pasture; or a three sided run-in shelter with a recommended 12' x 12' per equine in pasture. The shelter must provide protection from extreme weather including but not limited to wind, snow, sleet, rain, hot sun, and temperature extremes. Stalls and shelters should be constructed to provide sufficient space for each equine to turn around, lie down, and move freely, and also to allow free airflow. 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 from standing water, accumulated waste, and sharp objects and debris. If the shelter is made of metal, any exposed metal on the inside of the stall or shelter shall be covered with plywood. There should be no exposed nails or other objects which could potentially cause injury to the animal.
- (c) *Water.* The adopter shall provide troughs or individual water sources to provide 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 defroster to prevent freezing in cold weather is recommended. Equines that are being trained, worked, ridden, or transported shall be provided with water as often as necessary for their health and comfort. Frequency of watering shall take into consideration the age, size, and condition of the equine, as well as activity level and climatic conditions.
- (d) *Feed.* 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, and 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 animals. Individual feed buckets or pans should be provided for each equine. All storage and feeding receptacles shall be kept clean and free of 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. 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. Electric fencing may be used in such circumstances. All t-posts shall be appropriately capped when used as cross fencing to separate pastures, along any fence line adjacent to another equine property and/or property that is less than five acres. Fencing shall be monitored on a regular basis to ensure its safety and effectiveness is maintained.

- (f) *Cattle Guards.* Cattle guards will not be permitted unless there is a gate separating the equines from the cattle guard or if the equines do not have access to it.

#### **4 Completion of Approval Procedure**

- 4.1 After the equine property inspection has been successfully completed and the applicant's facility has been approved, the Adoptions Committee will notify the applicant that he/she is approved to adopt an equine. At this time the applicant may request priority on a specific equine.
- 4.2 The adopter will be required to immediately notify the Shelter or the Adoptions Committee of any change in the adopter's mailing address, or in the address, phone numbers, email, contact person, or location of the facility where the equine is being kept.
- 4.3 Approval applies only to the equine property that is initially inspected. If an adoptive home changes the location of the boarding facility, an inspection of the new facility will be required.
- 4.4 If, after approval, the application remains inactive in excess of 6 months, a re-inspection of the applicant's property will be required before approval can be considered.
- 4.5 If, at any time, the adopter fails to follow procedures or an equine's health declines, the Adoptions Committee or its designated agent has the authority to remove such equine from the property. On the day of the removal, notice of the removal of the equine will be given to the adopter stating the reason for the removal, and, if warranted, the revocation of the adopter's approved status. If the reason for removal is health related, the adopter agrees that the Adoptions Committee or its designated agent may remove the animal to be examined by a licensed veterinarian for a determination of the cause. Should such determination show medical deterioration is due to reasons other than neglect or abuse, the equine will be returned to the adopter.

#### **5 Placement for Adoption**

- 5.1 Prior to being placed for adoption the equine will have a current negative Coggins certificate. The Shelter will provide the adopter with an Equine Health Record, which will list any special medical conditions, vaccinations, farrier and worming schedules, and current diet and medications (if any). Before the equine is adopted out, it will be at a healthy weight unless the adopter has sufficient experience with rehabilitating equines.
- 5.2 When placing an equine with an adoptive home, the following procedures must be followed:
- (a) The Shelter will set an adoption fee for the equine. This fee is subject to change as the equine progresses in training, and may be reviewed periodically and adjusted higher or lower.
- (b) Once an approved adopter makes a request to adopt the equine, the Adoption Committee will review the adopter's capabilities and needs to see whether there are any obvious reasons why the equine requested would not be a good match for the adopter. If the equine is being adopted for riding purposes, the rider(s) listed on the Application should not weight more than 20% of the equine's body weight, including tack. Subsequent approved adopters who request the same equine will be placed on a waiting list.
- (c) It is recommended that the adopter spend time with the equine if it is going to be ridden. It is important that the adopter and/or anyone else in the adopter's family who will be riding or driving the equine also get to know the animal before the adoption proceeds. If, after observing the adoptive family with the equine, the Adoption Committee has a reasonable belief that the equine is an unsuitable match for the adopter,

the Committee will make a decision as to whether a second visit should be scheduled or whether the adoption process should be halted. If the equine is to be a companion animal only, a pre-arranged meeting will be at the option of the applicant.

- (d) While the Shelter tries to evaluate each equine as fully as possible, the Shelter cannot make a final recommendation on the suitability of an equine for any particular purpose. It is recommended that the adopter have a veterinarian evaluate any equine he/she wishes to adopt. If adopting for a particular purpose or event, a trainer or instructor should also meet and evaluate the equine.
- (e) If the Adoption Committee approves the adoption, the applicant is responsible for transporting the equine to its new home within two weeks of the approval. The Shelter must receive the Adoption Agreement and adoption fee before the equine can be transported. The adopter will receive a signed copy of the Agreement co-signed by an officer of the Shelter via regular mail or e-mail. At the time of transport, the Shelter will provide the Coggins certificate and Equine Health Record to the adopter.
- (f) If the Adoption Agreement and fee have not been received within the two-week period following approval, the adoption will become null and void, and the equine may be put back up for adoption. The adoption fee may be paid by credit card, cashier's check, money order or cash. The adoption fee is **non-refundable**.
- (g) For a period of ONE YEAR from the date of the Adoption Agreement, the equine will remain legally owned by the Shelter; follow-ups will be conducted throughout this time period by a representative of the Shelter. The initial follow-up will be conducted 6 weeks after the adopter takes possession of the equine, and additional follow-ups will be conducted thereafter every 6 months until the end of the said 1-year period. Under certain circumstances, more frequent follow-ups may occur at the discretion of the Shelter.
- (h) The adopter may return the equine to the Shelter for any reason, upon 30 days' advance written notice to the Shelter. The adopter will be responsible for arranging for transport, and for paying the costs of transporting the equine back to the Shelter. The adopter will also be liable for the cost of any veterinary work needed as a result of injuries or illness sustained by the equine while under the adopter's care and control, and the costs of any expenses incurred by the Shelter as a result of the adopter's acts or omissions while in possession of the equine.
- (i) The Shelter will not reimburse the adoptive home for any expenses incurred with respect to the equine while in the adoptive home.
- (j) Should the adopter decide that he/she can no longer care for the equine after the said 1-year period of the Adoption Agreement, the adopter understands that the Shelter has first option to take the equine back and attempt to place it with another adoptive home. The adopter will receive an equine donation form and value placed on the equine by the Adopter, which may be tax deductible.

## 6 Breeding

Breeding of adopted equines is prohibited. Should an accidental breeding occur that is beyond the control of the Adopter, the Adopter must contact the Shelter immediately and ensure that preventative measures such as the administration such as Lutalyse before the seventh month of pregnancy. Should a birth result from the accidental breeding, the Adopter understands that the foal is the property of the Shelter and agrees to turn the foal over to the Shelter upon weaning. Should the Adopter wish to adopt the foal, the adoption procedure set out in this Equine Adoption Policy must be followed. **The Adopter understands that if an equine is deliberately bred, the Shelter may at its option repossess the equine and the resulting foal for breach of contract.**

## 7 Farrier

The Adopter must ensure that the equine will receive hoof care and maintenance every six to eight weeks, or as directed by a veterinarian or farrier. All hoof care must be performed by an experienced farrier. Exceptions may be determined by veterinary or other expert consultation when such care is unnecessary or would endanger the equine and/or its caretaker.

## **8 Health Guidelines**

The Adopter is responsible for ensuring that the adopted equine maintains a body condition score of no less than four (4) on the Henneke Body Condition Scoring Chart. Exceptions shall be made for equines under regular veterinary care for a medical condition. If the health of an equine in adoptive care is in decline and weight loss occurs, the Adopter must immediately notify the Shelter of such circumstances.

## **9 Humane Euthanasia**

9.1 The Euthanasia Policy is designed to determine under what conditions an equine in the care of the Shelter is to be euthanized and how that decision is to be reached. The Shelter's Board of Directors will appoint a Board of Inquiry to act as the investigation board for all equine terminations and other deaths resulting from any cause while under the care of the Shelter.

9.2 Only a licensed veterinarian may administer euthanasia, except in extreme emergency when a veterinarian is not available. A veterinarian shall examine the carcass to verify, in writing, such immediate need. The carcass shall be disposed of in compliance with all applicable laws. The Adopter shall immediately notify the Shelter of such euthanasia and provide a veterinary statement and record of the euthanasia.

## **10 Financial Responsibilities**

Upon agreeing to adopt an equine, the Adopter takes full responsibility, once the equine is in their care, for all maintenance costs of the equine including boarding fees, grain and hay, paste wormer, veterinary, farrier, and other usual and customary costs of care and maintenance of the equine.

SCHEDULE "C"

SEE ATTACHED RECORDS IN ADOPTION PAPERWORK

**Vaccination History**

Vaccination Type	Date of Last Booster	Vaccination Type	Date of Last Booster
Encephalomyelitis		Strangles	
Influenza		Rabies	
Rhinopneumonitis		Potomac Horse Fever	
Tetanus		Botulism	
West Nile			

**Deworming History**

Date	Product	Dosage

**Medical History & Condition Alert**

Date	Symptom	Diagnosis	Current Treatment