

Adoption/Caregiver Contract

AGREEMENT made this _____ day of _____ month, _____ year, by and between DREAM EQUINE THERAPY CENTER (herein after referred to as “DETC”) and _____
(herein after referred to as “Caregiver”).

Both parties agree as follows:

DETC agrees to place _____ described as:
Age _____ sex _____ color _____ size _____
Herein after referred to as (“Horse”) to Caregiver for the purpose of providing a safe, healthy and loving environment for the horse.

1. GENERAL RESTRICTIONS

The horse **MAY NOT BE RACED, BRED, USED FOR EMBRYO TRANSFER, SOLD, GIVEN AWAY, ASSIGNED, TRANSFERRED, LEASED, SLAUGHTERED, USED FOR ANY COMMERCIAL PURPOSE WHATSOEVER, OR DISPOSED OF BY THE CAREGIVER.** In the event the caregiver is no longer able to provide care, DETC will immediately be notified and horse will only be released back to DETC. DETC requires at least 30 days notice and if it is an immediate situation and unable to give 30 days notice, then caregiver will be responsible for all costs within that first 30 days including but not limited to; board, farrier care, grain, hay, dewormer. Caregiver will be required to provide adequate care as per this contract. Horse must have proof of negative coggins and be up to date on all vaccines including but not limited to; FEWT, West Nile and Rabies, deworming, dental and hoof care. Colts that were adopted as foals must be gelded by April of their yearling year. In the event of the Caregiver’s death, said horse must be released back to DETC within 10 days of death of caregiver.

2. TRANSPORTATION

Transportation arrangements and cost are the sole responsibility of caregiver at the time of placement also if said horse is returned back to DETC for any reason. DETC charges \$1.50 per mile to transport horses/foals.

3. MOVING STABLE ARRANGEMENTS

The caregiver may move the horse to a new location as long as move is approved by, and written notice is given to DETC. Boarding Barn lease agreement must also be completed by new facility.

4. CARE OF HORSE

The caregiver agrees that said horse will have free access to water, shelter and adequate fencing. Proper weight and condition will be maintained according to the Henneke Scoring System. Horses must be maintained at a body score of 5 or above. Caregiver agrees that horse will not be kept in any areas with barbed wire.

5. VETERINARY CARE

The caregiver agrees that the following veterinary care will be provided for the horse:

Inoculations- foal series if less than one year old, yearly if older than one year. Vaccines include but not limited to; Rabies, West Nile and FEWT (4/1)
Deworming- rotational deworming program at least every 2 months and as needed.

Hoof care- at least every 6-8 weeks and more often if needed.

Dental care- at least yearly and more often if needed.

No horse is to be euthanized unless DETC is notified or unless in an emergency situation and no other life saving action is possible. Euthanasia may only be administered by a licensed veterinarian.

6. FOLLOW UP

Photos will be provided to DETC at 6months, one year and then yearly thereafter. At the request of DETC, the Caregiver agrees to provide a recent photograph within two weeks of request. A representative of DETC shall be permitted to visit the horse at said location without prior notice to the Caregiver and may remove the horse from said location at the discretion of DETC.

If horse is not in proper condition or weight as determined by the Henneke scoring system (BCS of less than 5) and a licensed veterinarian, the Caregiver agrees to pay the expenses incurred to improve the condition of said horse through the entire length of rehab, including but not limited to; board, farrier care, deworming, vaccines, grain, hay, supplements, chiropractic, training and all veterinary care. Caregiver will also be responsible for any attorneys fees, court costs, expenses of litigation and any other costs incurred.

7. NOTIFICATION OF ILLNESS OR DEATH

The caregiver agrees to provide recommended veterinary care for the illness/injury of the horse according to its needs and according to the requirements by the state laws.

In the event of death of the horse, Caregiver will immediately notify DETC of the death, the cause of and also the circumstances surrounding the event.

8. DETC LIABILITY LIMITS

The Caregiver agrees to hold harmless DETC, its board members, volunteers, employees, and owners of the horse for any damage or injury caused to any person or property by the horse including but not limited to all attorneys fees, costs, expenses of litigation, any and all medical expenses or any other costs incurred. The Caregiver is aware that DETC does not guarantee or warrant the general condition, temperament or soundness of any horse. Caregiver is advised to obtain appropriate liability insurance coverage, as DETC will not be responsible for any liability.

9. VALIDITY

In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included. If DETC fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and DETC shall retain all of the rights granted to it and all rights shall remain in full force and effect at all times.

Signature of Caregiver

Date

Signature of DETC representative

Date

Witness

Date

Witness address and phone number