

Dream Equine Therapy Center
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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 adopter agrees to only place horse through DETC application process to an approved home under contract. In a situation where DETC must take possession of the horse, DETC requires at least 60 days notice or longer based on available space at facility. (In cases of multiple adopted horses it is 60 days per horse so 3 adopted horses would be 180 days). If it is an immediate situation and unable to give 30-60 days notice or if space not available at DETC, then caregiver will be responsible for all costs including but not limited to; board, farrier care, grain, hay, dewormer and vet care UNTIL the horse is placed into an approved home. 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 (roundtrip, loaded and unloaded) 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 is required at initial adoption and 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, Rhino (5/1). We encourage adopters to stay educated on most recent info regarding overvaccination as well.

Deworming program by vet recommendation or fecal testing to prevent worm resistance.

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

Dental care- yearly. We strongly recommend using natural balance dentistry or a dentist that balances the whole mouth and doesn't just grind teeth down with a powerfloat. Education provided with contract.

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. TRAINING: Caregiver agrees to train or send horse to a professional trainer when horse is at appropriate riding age (no younger than 3). Horses will not be adopted as companions only, unless for a medical reason documented by a veterinarian and DETC notified. Horses that are adopted out green or recently started saddle are expected to continue training and caregiver will have had multiple riding lessons before adoption is final. If horse is returned for any reason adoption fees will NOT be refunded. If training problems arise and help is needed, lessons will be charged at \$50 per hour and a trip fee for mileage depending on location.

7. 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. All adopters are required to join the Facebook group, Dream Equine Adopted Horses to provide updates. Adopters are to remain in the group throughout the length of adoption.

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, alternative therapies, training and all veterinary care. Caregiver will also be responsible for any attorneys fees, court costs, expenses of litigation and any other costs incurred.

8. 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.

9. 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.

10. 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.

 (initial) If contract is breached in any way by adopter/foster/caregiver they agree to pay \$5000 to DETC to cover costs associated with retrieving horse or medical care including but not limited to: veterinary/rehab care, recovery of horse, attorneys fees, expenses of litigation and any other costs incurred.

Signature of Caregiver Date

Signature of DETC representative Date

Witness Date

Witness address and phone number