



# The Horse Shelter

*Rescuing abused, abandoned and neglected horses throughout New Mexico*

## ADOPTION REQUIREMENTS AND REGULATIONS

1. This Adoption Requirements and Regulations document is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between The Horse Shelter (sometimes referred to as “THS”) and \_\_\_\_\_ (“Adopter” or “The Adoptive Family”) and outlines the terms and conditions under which the Adoptive Family may adopt, and if it complies with the terms and conditions outlined herein, purchase at the end of the six month probationary period [name of horse] \_\_\_\_\_ .
2. By signing this Adoption Requirements and Regulations agreement, and the Adoption Contract, THS and the Adopter agree that if the Adopter complies with the requirements and regulations contained herein for six months, the Adopter may purchase the horse at the end of the six month period (the adoption fee of \$\_\_\_\_\_, which must be paid at the time of adoption, shall be the purchase price). THS and Adopter further agree that the Adopter’s failure to comply with any of the requirements and regulations shall constitute a breach of the Adoption Contract and of this Adoption Requirements and Regulations agreement, in which case THS shall be entitled to repossess the horse at any time (i.e., before or after the six month probationary period.)
3. THS retains ownership of the horse for a probationary period of six months. Adopter agrees to permit THS to monitor the well-being of the horse during and after the six month probationary period, and, if in THS’s judgment the horse is not being cared for properly, THS shall have the right to repossess the horse. Adopter agrees to pay THS’s costs and attorneys’ fees if THS is required to take legal action to repossess the horse.
4. The adopted horse 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 Adopter’s home premises, it is the Adopter’s responsibility to ensure that the horse receives this same level of care.

5. Adopter shall not place the horse with an abusive trainer, nor ask the horse to do more than the horse is capable of doing, given the horse's age, conformation, health and physical condition.
6. 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.)
7. Adopter must provide prompt medical care and treatment if the horse becomes ill, injured, or lame.
8. Adopter will provide such hoof care as is necessary to keep the horse sound and comfortable.
9. Adopter is responsible for all expenses incurred in caring for the horse from the time that the horse arrives at the Adopter's premises.
10. Adopter certifies that he/she has no prior violations of adoption contracts or convictions for inhumane treatment of animals.
11. If Adopter does not have experience with horses, Adopter may be required by THS to take basic horsemanship training with a trainer approved by THS.
12. THS reserves the right to refuse adoption of any horse to any person for any reason.
13. THS reserves the right to refuse adoption of any 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.
14. Adopter agrees that the horse cannot be used for breeding purposes or any commercial purpose (i.e. trail riding open to the public). Exceptions may be made on a case by case basis with written approval of THS for use as part of a riding program (lessons, trail riding, etc.). If the Adopter decides to sell, lease, or give the horse to another party, Adopter must notify THS in writing prior to any such transfer, and the new Adopter/owner must enter into an Adoption Contract and Adoption Requirements and Regulations agreement with THS to ensure that the horse continues to be cared for consistent with THS's standards and that THS may repossess the horse should such standards not be met. There will not be an additional adoption fee when transfer of ownership occurs but the new owner/Adopter will be required to adhere to THS standards and be subject to the same inquiries as the original Adopter. Any money that the original Adopter receives in selling or leasing the horse belongs to the original Adopter. The sole purpose of THS being involved is to ensure the horse always has proper care and is in no way in danger of going to slaughter or an unapproved home.

15. If Adopter cannot or does not wish to care for the horse, the horse must be returned to THS at no cost to THS.
16. If, in the opinion of a licensed veterinarian, 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 that the horse was euthanized humanely if, on inquiry or inspection of THS, Adopter advises that such is the case.
17. The Adopter must notify THS in writing of the following:
  - a) 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.
  - b) Death of the horse. Notification is required as soon as possible the veterinarian's statement of cause of death.
  - c) 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.
  - d) Notification is required within 14 days if the horse is moved from the location on record with THS.
18. 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.
19. The adoption fee is due at the time of adoption.

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: \_\_\_\_\_

***The Horse Shelter, 100AB Old Cash Ranch Rd, Cerrillos, NM 87010 • 505.471.6179***