# HORSE SURRENDER AGREEMENT

This is a legally-binding document for the irrevocable surrender of the above-described Equine for placement in an adoptive home by Britten Farms. Please read this document carefully before signing.

I, as the undersigned, hereby irrevocably surrender and relinquish to Horses Without Humans Rescue Organization ("Britten Farms"), a non-profit corporation, for placement or adoption the following horses:

Name: _____

Breed: _____

Registration No._____
(Please attach registration papers if applicable.)

Year of Birth: _____

Gender: Reason(s) for surrendering the equine?_____

_____

If the horse is a mare, is there a possibility she could be pregnant: YES NO (please circle)
Any further information: _____

Identification (tattoos or brands):_____

Color and Markings:_____

Is the horse ride-able? YES NO (please circle) What discipline?_____

_____

Has this horse ever received any professional training? YES NO (please circle)

If so, what type of training and for how long? _____

_____

Has this horse ever injured anyone: YES NO (please circle)

If yes, please explain the circumstances:_____

_____

_____

Does this horse have any habits that may create harm to other horses or people or cause damage to the facility or other property (e.g., kicks, bites, rears, bucks, cribs, etc.)?

If so, please explain the behavior: _____

_____

_____

Please list the dates of the horse's last vaccinations, worming, hoof, and dental care:

E&W Encephalomyelitis_____

Tetanus _____

Rhino-Flu Rabies_____

West Nile Virus Worming / _____

Product Hoof Care _____

Dental Care _____

Please attach the most recent vaccinations records to this form. If the horse has not been vaccinated in the current calendar year, please vaccinate the horse before surrendering and provide copies of these records to Britten Farms

Has this horse demonstrated symptoms of or been exposed to any contagious conditions within the last 45 days? YES NO (please circle).

If yes, please explain: _____

_____

_____

Does this horse have a current Coggins? YES NO (please circle)
(Please attach the current Coggins test results)

Does this horse have any medical conditions restricting its feed, bedding, turnout, or any other care or maintenance? (e.g., founder, EPM, allergies, etc.) YES NO (please circle)

If yes, please explain: _____

_____

_____

Is this horse accustomed to pasture turnout? YES NO (please circle)

Can this horse be turned-out in a herd? YES NO (please circle)

If yes, does the horse act aggressively with any particular breed, gender, or age of other Horse in herd turnout? YES NO (please circle)

If yes, please explain: _____

_____

_____

_____

Is this horse accustomed to living in a stall? YES NO (please circle)

If no, please explain: _____

_____

Does this horse stand easily for the farrier? YES NO (please circle)

If no, please explain: _____

_____

Does this horse stand easily for the veterinarian? YES NO (please circle)

If no, please explain: _____

_____

Does this horse load on a trailer easily? YES NO (please circle)

If no, please explain: _____

_____

**REPRESENTATIONS AND WARRANTIES**

I hereby represent and warrant to Britten Farms that: (i) I am the sole owner of the horse; (ii) I have the authority to surrender the Equine for adoption/placement; (iii) No other person or person's signature is required to initiate a valid transfer or ownership and registration papers on the Equine (if available); (iv) No other person or persons has any legal or equitable interest in the Horse; and (v) I understand and agree that Britten Farms is relying on the information I provided in this horse Surrender Agreement in agreeing to accept the horse and I therefore represent and warrant that the information I provided herein is truthful and accurate to the best of my knowledge.

**DELIVERY OF REGISTRATION**

I agree to deliver to Britten Farms a properly signed transfer of all registration papers, if available, for the horse, omitting the name of the trans feree, and agree to execute any additional documents Britten Farms requests to transfer ownership to Britten Farms or to an Adopter.

**OTHER PERTINENT INFORMATION AND CONSENT FOR CONTACT**

I also agree to provide Britten Farms with all available information concerning the horse that might assist with finding the horse a future home. This information includes, but is not limited to, vaccination records, previous owner's identification, life events, and individual personality traits. I also understand Britten Farms may contact previous owners, breeders, veterinarians, and farriers to obtain information to assist in placing the Equine in a suitable home. I agree to provide my consent and authorization for the release of information from any of the aforementioned parties to Britten Farms and/or an Adopter upon request.

SURRENDER RIGHTS

By executing this document, I understand that I am giving up all right, title, interest, and possession of the horse, regardless of the delivery or non-delivery of registration papers, to the horse voluntarily and without coercion or threats of any kind and without reliance on any representations, guarantees, or warranties of any kind from anyone, whether verbal or written. I further understand that all future decisions regarding the care, treatment, and placement of the horse will be at the sole discretion of Britten Farms and I have no right of first refusal for the return of the horse. I also understand that if the Equine is found to be unsuitable for placement for reasons determined by Britten Farms and/or a licensed veterinarian that the horse may either be retired at Britten Farms or humanely euthanized. Lastly, I agree to hold Britten Farms and all of its officers, directors, employees, contractors, and volunteers harmless from any claims of damage, injury, or acts of negligence or other wrongdoing arising from or relating to this surrender of the horse.

**MISCELLANEOUS PROVISIONS**

(a) Modifications. No change or modification of this Agreement shall be valid unless it is in writing and signed by Britten Farms.

(b) Sever ability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

(c) Horse Agreement. This Agreement constitutes the entire agreement for my surrender of the Equine supersedes any prior agreement or understandings by Britten Farms.

(d) Waiver. No waiver of any breach or condition of this Agreement by HWH shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

(e) Binding Effect. This Agreement and all the terms and provisions hereof shall be binding upon, and shall inure to the benefit of, myself as well as my heirs, beneficiaries, personal representatives, successors, agents and permitted assigns.

(f) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and I agree and consent to the jurisdiction of the State of Illinois for this purpose.

By signing below, I certify that I have read and understand the terms of this Agreement, understand and agree that have alternative options and alternative equine adoption facilities to choose from, and voluntarily agree to surrender and relinquish the horse to Britten Farms and be bound by all of the terms and conditions contained in this Agreement

Date: _____

Signature: _____

Printed Name: _____

Address: _____

Contact Phone: _____

Email _____