



**Hope's Dream Rescue and Sanctuary**

**2245 S. Hwy 17, Crescent City FL**

**P: 386-546-6890**

**E: [hopesdreamhserescue@gmail.com](mailto:hopesdreamhserescue@gmail.com)**

### **ADOPTION / CAREGIVER CONTRACT**

Agreement made this \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year), by and between

Hope's Dream Horse Rescue and Sanctuary (hereinafter referred to as the "HDRS"), Lena Hurt (current owner) and \_\_\_\_\_ (hereinafter referred to as "Caregiver"). In consideration of the mutual covenants herein, and intending to be legally bound hereby, The parties agree as follows:

HDRS agrees to place described as: \_\_\_\_\_ age \_\_\_\_ sex \_\_\_\_

color \_\_\_\_\_ size \_\_\_\_ tattoo# (if available) \_\_\_\_\_ level of use: W WT WTC (hereinafter referred to as "Horse") to Caregiver on this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), for the purpose of providing a safe, healthy and loving environment for the horse.

CAREGIVER AGREES TO THE FOLLOWING:

#### **1. GENERAL AGREEMENT**

Caregiver agrees that Hope's Dream Rescue and Sanctuary is placing the horse with the caregiver in exchange for (1) caregivers agreement to comply with the terms of this contract and (2) The companionship the horse will provide to the caregiver.

#### **2. GENERAL RESTRICTIONS**

a. The horse may not be raced, breed, used for embryo transfer, sold, given away, assigned, transferred, least, slaughtered, use for any commercial purpose whatsoever, or disposed of by the caregiver.

b. In the event the caregiver is no longer able to provide good care for the horse(s) he or she CANNOT give away, sell, lease or transfer the horse. We expect you to contact HDRS immediately and will only release the horse to HDRS. Caregiver agrees that the horse will have proof of current negative coggins test and be up-to-date on vaccinations, warming, dental and healthcare, at the caregivers expense.

c. In the event of caregivers death, named Horse must be released only to HDRS within ten (10) days of the date of death of caregiver, or an HDRS approved adopter.

d. You understand that HDRS and Lena Hurt retains ownership of the horse.

### 3. CARE OF HORSE

a. The caregiver will ensure that the horse maintains the weight and condition described as #6 “moderately fleshy” according to the Henneke Scoring System as per standards published by the National Animal Control Association listed at end of this contract. (\*See note on sample veterinarian Follow-up Form, a copy of which is attached here to). The caregiver hereby acknowledges that the Horse may not be in “Condition #6 Moderately Fleshy” at the time of placement and agrees to improve condition of said horse to condition#6 within a reasonable amount of time not to exceed thirty (30) days and will provide proper care to maintain its weight at “#6 Moderately Fleshy”. The caregiver agrees that the horse will have free access to water, ashelter with a minimum of three sides and safe fencing. The caregiver agrees that the horse willnot, for any length of time, be turned out in a paddock or kept in any area with any barbed wirefencing or remnants thereof and will not be house at any time in a stall or shelter smaller than10 x 10.

### 4. REQUIRED VETERINARY CARE AND VETERINARY FOLLOW UP FORM

a. Your license veterinarian must complete a veterinary follow up form semi annually (it is suggested to coincide with vaccinations) and submit to HDRS. Form is given to caregiver at the date of signature of this contract and can also be requested by sending an email to HDRS at hopesdreamhorserescue@gmail.com or by contacting the office at 386-546-6890..

b. The caregiver agrees that the following veterinary care will be provided for the horse according to the schedule noted below As semi annually at the sole expense of the caregiver.

May 15th: Spring Vaccinations: Eastern/western encephalitis, tetanus, dental care and any other vaccinations your veterinarian recommends for endemic diseases.

November 1st: Full vaccinations: flu, rhino, dental care, and any other vaccinations your veterinarian recommends for endemic diseases.

Worming and hoof care: Worming Every 6 to 8 weeks. Healthcare every 6 to 8 weeks.

Dental care: Dental care needs to be done annually.

### 5. PHOTOS UPON REQUEST

a. The caregiver agrees to supplied photos of the horse upon request from HDRS.

### 6. ILLNESS, INJURY OR DEATH

a. The caregiver agrees to provide recommended veterinary care for illness and/or

injury of the horse according to its needs and/or according to the requirements of the ordinances of the county of and the laws of the State of \_\_\_\_\_.

b. In non-emergency situation, if it is deemed by a licensed veterinarian that the quality of life of said Horse is poor, euthanasia may only be only administered by a licensed vet. In the event of the death of the horse, The caregiver will, within 48 hours, notify the HDRS, (1) of the death, (2) the cause thereof and (3) the circumstances surrounding to death. Within five days of the death of the horse, a signed statement from a veterinarian license to practice veterinary medicine in the state where the debt occurred must be forwarded to the HDRS confirming the apparent cause of death. Euthanasia, when necessary, may only be performed by a licensed veterinarian.

## 7. MOVING STABLE ARRANGEMENTS

a. The caregiver my only move the horse to a new location if the HDRS is informed in writing 30 days prior to the proposed move, and HDRS approved the new facility prior to the move. Said Horse will reside at:

Contact Person:

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Tel:

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Address of stabling sire

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## 8. TRANSPORTATION/SHIPPING AND EXPENSES

a. Transportation agreements and costs are the sole responsibility of the caregiver at the time of placement, and in the event the horse is to be returned to HDRS as for any reason, caregiver is to secure transport of the horse to their boarding stable within 10 days of signed contract.

## 9. OTHER

a. A representative of the HDRS or duly authorized agent they are off shall be permitted to visit the horse at its location without prior notice to the caregiver and may remove the horse from that location at the discretion of the HDRS. If the horses return to or retrieved by the HDRS in condition less than #6 Moderately Fleahy, end it is also noted by a licensed veterinarian that other care is needed due to the caregivers negligence, the caregiver agrees to pay the expenses to improve the condition of the horse, transportation, all attorneys fees, and court expenses, staff time, and all other related expenses.

## 10. HDRS LIABILITY LIMITS

a. The caregiver agrees to hold harmless the HDRS, it's board members, volunteers, employees, foster care providers, owners of the horse and former owners of the horse for damage or injury caused to any person or property by the horse including but not limited to all attorneys fees, costs and expenses of litigation as well as any award for damages, any and all medical expenses or other costs incurred as the result of damage or injury to any personal property.

The caregiver is aware that HDRS does not guarantee or warrant the general condition, temperament, or Soundness Of any horse. Caregiver is advised to obtain appropriate liability insurance coverage, as the HDRS will not be responsible for any liability.

## 11. VALIDITY AND NONEAIVERS

a. 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 herein. If the HDRS fails to exercise any of its rights under this contract, said failure shall not be construed it to be a waiver or release thereof and the HDRS shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all time.

## 12. ENTIRE AGREEMENT/AMENDMENT

a. This adoption/caregiver contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter. This contract may be' modified or amended in writing, if such writing is signed by both parties and attached hereto on a separate addendum.

## 13. LAWS OF STATE GOVERNING AGREEMENT

a. This agreement shall be governed by the laws of the state of Florida. The parties here to agree to the jurisdiction of the courts of the Putnam County, Florida. The adopter will encourage all expenses should HDRS need to pursue legal action or action to help and recover possession of said horse.

## 14. ADOPTION FEES ARE NON REFUNDABLE

a. In general terms, the following refers to: if you breached the agreement, HDRS has the right to recover the horse, and to a \$10,000 judgment against the adopter of the horse.

## CONFESSION OF JUDGMENT

Possessory confession of judgment: in the event this adoption contract is terminated on account of any event of default or when the horse is not immediately returned to the HDRS as required, it shall be lawful for any attorney of any court of record to appear as attorney for the HDRS into

a peer for adopter in any and all actions which may be brought for recovery of the horse and to sign for adopter an agreement for entering in any court of competent jurisdiction an amicable action or actions for the recovery of the horse, to confess judgment for the recovery by the HDRS of possession of the horse for which this agreement shall be sufficient warrant. Upon entry of judgment for possession if the HDRS so desires, an appropriate writ of possession may be issued promptly, without any prior read or proceeding whatsoever, provided that if for any reason after such action shall have been commenced it shall be determined that possession of the horse should remain or be restored to adopter, HDRS shall have the right for the same default and upon any subsequent default or default, or upon termination of this agreement or of the adopters rights or possession, to bring one or more further amicable action or actions to recover possession of the horse and to confess judgment for the recovery of possession of the horse as provided. Notwithstanding anything contained in this agreement to the contrary, the right of the HDRS to initiate an amicable action for recovery of possession of the horse as specified above shall not preclude or limit the HDRS's rights to initiate an amicable action for recovery of damages (including but not limited to, all reasonable legal fees, costs and expenses incurred to recover possession of the horse). Monetary confession of judgment: if the adopter shall default under disagreement by failing to ensure provision of required care, or due to sale, transfer or other conveyance of the horse by adapter, the adapter air by authorizes and empowers any Prothonotary or attorney of any court of record to appear for adopter in any and all actions which may be brought for recovery of the horse and to sign for adopter an agreement for entering in any court of competent jurisdiction an amicable action or actions for the recovery of horse as well as \$10,000 for reasonable legal fees, costs and expenses incurred or to be incurred to recover possession of the horse and in suits or in amicable action or actions to confess judgment against adopter for all or any part of the reasonable legal fees, Costs and expenses incurred to recover possession of the horse and the other sums including but not limited to interest there on. Such authority shall not be exhausted by one exercise, but judgment may be confessed from time to time as often as any of the enumerated sums shall become due and such powers may be exercise after the expiration of the term of this agreement as well.

In witness whereof, the parties hereto have caused a disagreement to be doubly executed as of the date first above written.

I understand the following (please initial each)

\_\_\_\_\_

I cannot race, sell, breed, use for embryo transfer assigned, transferred, lease, slaughtered, or used for commercial use.

\_\_\_\_\_

Should I not be able to provide good care to this horse, HDRS expects your assistance to find a new home, but this home must be approved by HDRS or the horse must return to HDRS.

\_\_\_\_\_

I understand the veterinary follow up must be submitted semi annually.

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I understand if the horse changes location, HDRS must be informed prior to moving.

Adopter/caregiver (must be at least 18 years old)

Print name:

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Adopter/caregiver signature:

Date:

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Email:

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Cell #:

DL#/SS#:

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Address:

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Witness:

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Witness Initial:

Date:

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Signature of HDRS Representative:

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Date:

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