



**THE MILO FOUNDATION
HORSE ADOPTION APPLICATION AND ADOPTION CONTRACT**

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: Cell () _____ Alternate () _____

What horse(s) are you interested in? _____ Milo ID# _____

Please answer the following questions and return to **MiloHorseRescue@gmail.com** with HORSE ADOPT and the name of the horse(s) you are interested in on the subject line.

Have you previously owned a horse? _____ If so, when and for how long? _____

When and how did this end for you, or change? _____

Did you board or directly care for your horse(s)? _____

Where did you board? _____

What is your level of experience with horses? () Beginner () Intermediate () Advanced

What is your riding style? English () Western () Trail/Pleasure () Show / Jumping ()

How long have you been riding? _____

Describe in detail your experience with horses? _____

Describe the activities you plan with the horse (pleasure riding, companion to another horse only, showing)

Would you adopt a horse with physical limitations (i.e., companion only; no jumping; light trail riding)

Where will you keep the horse? Please describe the situation. Photos are helpful!

Who all will ride the horse (adult, teen, child)? What is their level of experience?



Who is your equine veterinarian?

Name: _____

Address: _____

Phone: _____

Your farrier?

Name: _____

Address: _____

Phone: _____

Please provide 2 references (non-related) who can verify your ability to provide proper care for the horse.

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____

Applicant:

Name	Signature	Date
------	-----------	------



MILO FOUNDATION HORSE RESCUE CONDITIONAL BILL OF SALE AND ADOPTION AGREEMENT

This Conditional Bill of Sale and Adoption Agreement is made and entered into as of the last date listed below, by and between The Milo Foundation, (hereinafter “Milo”) and the person signing below (hereinafter “Adopter”)

Before horses are adopted and moved to new living situations - Milo reserves the right to do a “Home/Barn Check” before agreeing to adoption. Adoption fees are NOT refundable. Adopted horses MUST NEVER be neglected, abandoned, or inhumanely treated, ever. These horses have been rescued from many backgrounds and all have been through periods of abuse, neglect and abandonment, most faced slaughter. As adopter, you must provide regular farrier and veterinary care, including vaccines, teeth floating, a regular de-worming program, proper nutrition and exercise, etc. Adopters will have no charges or convictions of inhumane treatment to animals, hoarding, or sales and breeding of animals strictly for profit.

Reporting/Inspection Term of Agreement. The parties hereby agree the inspection and reporting term shall be for a period of 12 months from the date of execution of this Agreement. During this reporting term the Adopter agrees to provide:

1. Update Reports. At the conclusion of the third, sixth and twelfth month following the date of execution of this Agreement, or as requested by Milo (and within seven (7) days of serious injury, illness or death of the Adopted Horse), Adopter shall provide a written update report to Milo which shall include:
2. A current body photograph of the Adopted Horse without blanket or tack taken within 15 days of submission; and
3. A description of the Adopted Horse’s progress, condition and any additional information requested by Milo; and Information concerning any change in the boarding facility, horse location, Adopter contact information; or
4. In the event of serious injury, illness or death, a complete signed veterinary report.

The adopter agrees that the horse cannot be sold, traded, leased, given away or used for any commercial purposes including breeding. If a transfer of ownership is sought, Milo retains the first right of refusal and must be alerted, participate and approve of any new home. Milo has right of first refusal in the re-homing of the horse. Re-sale for profit is not permissible under this Adoption Contract. The horse(s) must never be sent to an auction.

Adopter shall have the right to sell the Adopted Horse to a third party only if all of the following conditions are met:

1. It is beyond the 12 Month reporting term set forth above and all Updates have been submitted and confirmed received by Milo.
2. Written Notice of a proposed sale is immediately provided to Milo which contains the terms and conditions of a bona fide third party offer (“Offer”) and Milo shall have the right, but not the obligation, to purchase the Horse at the same price as the Offer (“Right of First Refusal”).
3. Milo upon receiving the above notice declines its Right of First Refusal.
4. Milo MUST be provided with a copy of the fully executed written Adopter Bill of Sale

HORSE CARE

With prior notification, Milo may request a visit at different intervals each year. The adopter agrees to provide nutritious, good quality food and water, a safe shelter, proper exercise, parasite and fly controls and humane treatment at all times. If boarding, the adopter agrees that all of the required provisions for care are met and that the feeding program keeps the horse in good flesh meaning that no backbone or ribs show.



If the adopter fails to keep the horse in good health and well fed, they are subject to a breach of the adoption requirements and the horse will be removed by Milo. The adopter will allow Milo representatives to come onto the property where the horse is located with prior notification at any time, and to remove horses for proper care should that be deemed necessary – Milo reserves the sole right to make these decisions.

The adopter will not place the horse with an abusive trainer or an unskilled rider unless such rider is being provided with professional riding instruction. All liability for injury is carried by the adopter. Milo is to be held harmless in any case of injury or harm to the horse or handler. _____ (Initial)

The adopter will not allow the horse to run at large; adequate fencing must be provided and kept in good repair, no barbed wire is permitted. Milo would appreciate being notified when the horse dies. If the death is untimely and unexpected a veterinarian’s statement/cause of death is requested along with permission to contact the vet.

Horses are herd animals; therefore, Milo requires at least one other horse at the new adoptive home/housing, or reasonable facsimile. Milo reserves the right to life-long follow-up to care.

Liability and Risk of Loss. Upon Adopter taking possession of the Adopted Horse, the Adopter shall assume the risk of loss and liability of the Adopted Horse and Adopter agrees to indemnify and release Milo from any and all liability or claims associated with Adopter’s possession of the Adopted Horse. Possession for this purpose shall be when the Adopted Horse is loaded on the trailer that shall transport the Adopted Horse from its current location to the Boarding Facility. Horses are adopted “as-is” as rescue horses. The adopter is responsible for all expenses incurred for horse care; there are no reimbursements from Milo.

Adoption Fee. Adopter shall pay The Milo Foundation a one-time “Adoption Fee” of \$ _____, which sum shall be due and payable upon execution of this Agreement by both parties hereto.

All payments required must be made by cash, money order, or local check.

Safe transport is the responsibility of the adopter.

Adopter(s) has hereby read, understood and agrees to abide by the above requirements for adoption of this Milo equine:

_____ Milo ID # _____

ADOPTER:

Name: _____ Date: _____

Mailing Address: _____

Equine Address: _____

Driver’s license #: _____ E - Mail _____

Home phone #: _____ Cell #: _____

Signature: _____

MILO REPRESENTATIVE:

Name: _____ Date: _____

Signature: _____