Name of Adopter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location Address of stable home for this horse: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_.

Adopter(s) Equine Veterinarian of choice is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Adopter(s) Ferrier of choice is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Horse Information:

Intake Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Horse Name: \_\_\_\_\_\_\_\_\_\_\_\_\_*Age:* \_\_\_\_ *Breed:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Color:* \_\_\_\_\_\_\_\_\_Ge*nder:* \_\_\_\_\_\_\_\_\_\_ *Brands/Tattoo*: \_\_\_\_\_\_\_\_\_\_\_

Adoption Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_

Application Fee: $50 or Waived

Brand Inspection Fee: $40

Transportation Cost: $0

Deposit/Payments $

**Total Due: $**

Please list two personal references:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ Initial: **Fees & Method of Payment:**

1. There is an Application fee of **$50.00** to cover administrative costs.
2. There is a Brand Inspection fee of **$40.00.** Thisis required by law every time a horse is sold or purchased or when there is a change of ownership (C.R.S 35-41-104, 35,53, -105, 35-53 , 112).
3. Should transportation be required you may hire Next Step Horse Rescue to transport the horse to its adoptive home at a rate of $2.25 per mile

\_\_\_\_ Initial: All accounts must be paid in full at the time of the adoption unless specified below. Payment shall be in the form of Bank Certified Check payable to Next Step Horse Rescue or cash.

\_\_\_\_ Initial: A post adoption boarding fee will be assessed at **$25/day** until the adopted horse is transported to his/her approved new home.

\_\_\_\_ Initial: **Required Horse Interaction:**

Prior to adoption Adopter will participate in a meet and greet and a minimum of one hands-on interaction (groundwork and riding if applicable).

\_\_\_\_ Initial: **Selling Adopted Horses:**

Any transaction that causes a change in horse ownership after the probation period will require NSHR approval. Horses still covered under the probation period WILL be returned to NSHR. Selling Adopted Horses without the approval of NSHR Director constitutes a violation of this Adoption Agreement, violators will be prosecuted. Horse either has to be returned back to Next Step Horse Rescue or the adoption agreement may be *transferred* to another party per the approval of management. Any money that are transferred between the original adopter and new Adopter is between those two parties. **NO FLIPPING ALLOWED**

\_\_\_\_ Initial: **Transferring Adoptions:**

The New Adopter MUST meet all requirements to adopt a horse from NSHR. The New Adopter MUST sign an Adoption Agreement for the horse being transferred. Next Step Horse Rescue will assess a fee of $140.00 to cover; facilities check, application fee, and Brand Inspection. Any money that are transferred between the original adopter and new Adopter is between those two parties. NO FLIPPING ALLOWED

\_\_\_\_ Initial: **Returning Adopted Horses**

If for any reason the adopter wants to return the adopted horse, the following apply:

1. Adopter will pay all fees associated with returning the horse (Brand Inspection, transportation, etc).
2. Adopter will be required to provide the rescue with a copy of current vet exam (within 14 days) should the horse be found to be in poor health or physical condition.
	1. If the adopter does not provide a vet exam record, NSHR will have our Veterinarian examine the horse which will be billed to the Adopter.
	2. The exam may consist of, but not limited to; x-rays, dental exam, lameness exam, blood work, and wellness check.
3. A horse that has been injured, sick, or in worse condition than when the adoption began, you will be responsible for all veterinarian costs to determine cause.
4. Adopter may be asked fill out a Relinquish Form. Next Step Horse Rescue **WILL NOT** refund any monies for returned horses as all Adoption Fees are considered donations.
5. Horses returned within 60 days of adoption, in the same conditions, the adoption fee will be applied to another horse of equal or greater value (difference must be paid). Written approval by NSHR President is required. Should no horse be available then a credit will be held on file for 6 months from the date of return. Adopter is responsible to work with NSHR to identify a potential replacement horse.
6. Horses returned after 61 days will not be eligible for adoption fee credit. A new application fee will apply if you want to select another horse.

\_\_\_\_ Initial: **Breeding Adopted Horses:**

Any Equine (Horse, Pony, Mule, Donkey, etc.) adopted from Next Step Horse Rescue **MAY NOT BE BRED FOR PROFIT.** If you are adopting a mare, horse may not be bred for more than two live births with the sole intent to keep the offspring.

\_\_\_\_ Initial: **Adopted Horses that Die or Need to be Humanely Euthanized:**

Please make sure that you inform Next Step Horse Rescue Administrative Team if your Adopted Horse has died or has been euthanized. This allows NSHR to update all applicable files. Please have your veterinarian send a statement or letter to our offices verifying the horse's death or euthanasia.

### \_\_\_\_ Initial: Boarding Your Adopted Horse:

Next Step Horse Rescue allows adopters to board their horses at boarding facilities. All boarding facilities must be approved and a copy of the boarding agreement must be provided to NSHR. The boarding facility must agree to notify Next Step Horse Rescue immediately if board is not paid in a timely manner or if horse is not being cared for properly. Boarding facility also must agree to surrender a Next Step Horse Rescue adopted horse if it is in danger of being sold to repay board and are not to be sold for board. If board is not paid, horses must immediately be returned to Next Step Horse Rescue.

### \_\_\_\_ Initial: Welfare Check

Next Step Horse Rescue will inspect the horse/facility with 48 hour notice. NSHR Administrative Team will confirm that the horse is in good health and condition and facilities still meet Facilities Inspection approval.

Please make sure that you inform Next Step Horse Rescue if you are moving the horse from the address provided in this agreement. It is not necessary to call for every show, event, trail ride, etc. however if an adopted horse is not found at the address provided above and approved during the Facilities Inspection, Next Step Horse Rescue will attempt to contact the adopters to locate the horse's whereabouts. After three unsuccessful attempts to contact (Phone call, email, text message, door knock) Adopter and the horse is still nowhere to be found, Next Step Horse Rescue will assume that the adopter has violated the Adoption Agreement and will proceed with legal action.

\_\_\_\_ Initial: **Liability:**

The adopter(s) is adopting the horse “AS IS”. No Warranties Specified or Implied.

 \_\_\_\_ Initial:The adopter(s) agrees to assume all financial responsibilities once adopted horse leaves NSHR property.

Next Step Horse Rescue located at 2222 North Ellicott Hwy in Calhan, Colorado 80808 hold this adoption agreement confidential; limiting the knowledge of same to the Next Step Horse Rescue. It is the option of the Adopter(s) to inform whomsoever they wish. Horses adopted from this organization may have been previously abused and/or neglected by their former owners. The behavior and personality of the horse you chose may change due to new environment, being separated from herd mates, etc., and may take some time to adjust to their new home. Therefore, no guarantee regarding the animal is written, implied or expressed. The Adopter agrees to hold harmless Next Step Horse Rescue organization and members, its heirs or assigns, forever.

\_\_\_\_ Initial: **Compliance:**

Adopter(s) will use proper care and good judgment in maintaining current physical health and provide continuing training to horse.

The adopter(s) shall provide yearly preventive vaccinations, parasite control, dentistry, hoof care and veterinary care for illness or injury.

It is understood that default of any terms or conditions written herein, Next Step Horse Rescue is authorized repossess the horse and retain legal ownership of said horse(s) named herein and this agreement will constitute the bill of sale.

If you agree to these terms and conditions, please sign below.

Adopter(s) agrees that in the event of arbitration or legal action each party shall be responsible for their own legal fees

Under penalty of perjury under the laws of the State of Colorado, I affirm that I am of legal age (18) and the statements and representations made on this application are true and correct to my best knowledge.

---------------------------------------------------------------------------------------------------------------------

*I, Adopter(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having read and accepted the above*

 *Print Full Name*

 *written document, do this \_\_\_\_\_\_Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.*

*Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Adopter(s): Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Commonwealth of Colorado
County of                                   )*

 *On this, the\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me a notary public, the undersigned officer, personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.*

*In witness hereof, I hereunto set my hand and official seal.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Notary Public*