

CROSSWINDS EQUINE RESCUE, Inc.

HORSE PLACEMENT AGREEMENT

This agreement is between Crosswinds Equine Rescue, Inc. (hereinafter CWER), and (NAME) (hereinafter recipient) regarding the adoptive placement of (HORSES NAME, AGE/DOB, DESCRIPTION) (hereinafter the horse).

Said Recipient advises that the horse's primary veterinary care at time of placement shall be provided by (see application) (hereinafter vet). Said Recipient similarly advises that the horse's stabling location at time of placement shall be: (see application) (hereinafter stable.)

Both parties agree to the following conditions and regulations:

1. OWNERSHIP/POSSESSION: Ownership of the horse remains solely with CWER during the payment period and for the first 180 days after payment in full (hereinafter "180 days"). After said 180 days, ownership transfers; however, recipient agrees to CWER's continued right of first refusal prior to Recipient selling, donating or giving away ownership of said Horse in any manner at any time.

During said 180 days:

- The horse may only be transferred back to CWER, or to an alternate adopter with the express written permission of CWER.
- CWER's ownership shall remain binding unless otherwise specifically released in writing, notarized, with a copy of this document attached thereto and made a part thereof.
- The horse may not be sold, given away, assigned or disposed, or have any interest transferred.
- Horse shall not be bred at any time, including after said 180 days. CWER as a rescue strongly discourages breeding of a rescued animal, regardless the animal's bloodlines or career history, when so many other horses are already in need.
- The horse may not be used for commercial purposes except with written permission.
- Should a life-threatening situation arise, the horse may only be humanely euthanized by a licensed veterinarian. Should the horse be able to be sustained by medical treatment that the recipient cannot afford, said Recipient shall contact CWER immediately for a decision regarding the animal's care.
- Except in the event of an emergency, if said horse shall be returned to CWER, thirty days' notice must be given in order to allow CWER time to properly place the horse in an alternate home or return the horse to CWER. Any horse being returned to a CWER facility and/or new adoptive home will require a current negative Coggins, which is the responsibility of the present recipient. Transport shall also be at the recipient's expense unless expressly agreed otherwise in writing.
- The recipient may only release the horse from his/her care to CWER or with CWER's written consent to someone else's care.
- The recipient must keep CWER apprised as of the horse's residing location (residence shall be the facility where the horse is normally housed, or housed 4 days per week or more) at all times.
- If the recipient fails to comply with any of the conditions or regulations, CWER reserves the right to immediately regain possession of the horse.

2. TRANSPORTATION:

Transportation arrangements and cost are the responsibility of the recipient at the time of placement, at all times during placement, and in the event of return or approved placement of the horse with an alternate recipient. The horse must have a current negative Coggins test prior to transport at any time for any reason. The horse must also have a current health certificate to travel across state lines at any time.

3. WEIGHT: Named horse must maintain proper weight and condition as described by the Henneke Scoring System: ranging from 5 to "Fleshy #7". Just as it is unhealthy for a horse to be undernourished, it is equally unhealthy for a horse to become overweight to obese. At no time should the horse be allowed to exceed a rating of 7. Fat should fill most of the spaces between the ribs. Fat should also be noticeable along the withers, neck and behind the shoulders. Upon acquiring a horse in condition and weight other than within the range of 5-7, the recipient is required to improve the horse's weight and condition to 5-7 within a reasonable amount of time.

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HENNEKE CONDITION SCORING SYSTEM (From Standards published by NACA)

Description: The Henneke System is a consistent system for objective evaluation of a horse's body condition. The six points on horses that are most responsive to changes in body fat are: the lumbar spinous process (boney projections of the spine over the loin), ribs, tailhead, area behind the shoulders, crest of the neck and the withers. Palpation of these areas and visual evaluation are combined to give a numerical score. A horse that scores 1 has no apparent fat cover and is emaciated. An animal scoring 9 is an obese animal.

4. NON-VETERINARY PROFESSIONAL AND OTHER CARE:

- Proper feeding as described above, free access to water,
- minimum three-sided shelter and adequate fencing,
- *preference is deworming only based upon fecal tests and veterinary direction; may use rotational deworming every 6 to 8 weeks or feed-through constant wormer,*
- farrier care every 6 to 8 weeks or as needed for horse's specific needs,
- Horse must be provided adequate exercise, to include turnout of at least 2 hours per day not less than 4 days per week and exercise with human interaction not less than 2 days each week.

5. REQUIRED VETERINARY CARE:

- Annually By April 1: Spring Inoculation: ***West Nile and Rabies annually specifically required during "180 days"***, as well as Eastern/Western Encephalitis, Tetanus, Dental Care or any other inoculations your veterinarian recommends for endemic diseases. For vaccinations OTHER THAN rabies and West Nile, Recipient may choose to pay for Titer tests to determine antibody levels and, with the veterinarian's advice, not complete any vaccinations not required from titer levels.
- Annually by October 1: Flu, Rhino, Dental Care, or any other inoculations your veterinarian recommends for endemic diseases.
- Illness or Injury: The recipient agrees to provide recommended veterinary care for illness and/or injury according to the horse's needs and/or according to the requirements of the county and state of the horse's stable. Similarly, during said 180 day "probationary" period, recipient shall notify CWER of any *major-medical* needs of the horse via telephone within 24 hours.
- The recipient agrees to forward a veterinarian's brief statement of named horse's residence, general condition, weight, teeth and hoof condition upon request (a brief health check form will be provided by CWER for this purpose at time of request and must be returned within 60 days).
- The recipient agrees in advance that CWER has the right to obtain all veterinary records directly from any veterinarian treating the horse and that execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to CWER of all veterinary records maintained. The recipient indicates that the horse's veterinary care at time of placement shall be provided by the veterinarian listed above and to notify CWER of a change of primary veterinary care.
- The following require notifying CWER within 24 hours during entire ownership, not just 180 days:
 - Death of the horse. (A statement from a veterinarian stating the apparent cause of death must be forwarded to CWER);
 - Euthanasia, which may be performed only by a licensed veterinarian, and requires CWER's prior consent except in emergency situations.
 - Serious injury or illness that could be life-threatening or result in permanent disability or long-term decrease in comfort or mobility of the horse.

6. STABLE: The recipient agrees that the named horse will reside at the stable listed above or noted additionally below as its primary location during the first 180 days, with primary location defined as the horse's primary home at least 4 days per week. If the recipient changes the location of the horse from the information provided during said 180 days, CWER must be provided the new stabling information within 5 days of said change.

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7. LIABILITY: The recipient accepts all liability related to the horse, including injury to other's person or property, **including during the "180 days"**. The recipient also releases CWER from any liability and agrees to hold harmless CWER and all members of the Cross family personally from any liability related to the horse. CWER makes no representations or guarantees about the soundness, abilities, temperament or health of the horse.

8. VISITATION/INSPECTIONS: The recipient agrees to permit a representative of CWER to visit the stabling property and the named horse at any time during said 180 days, and to return named horse to CWER if the representative feels the situation is undesirable for the well-being of the horse according to the standards explained herein. *(We are only interested in finding good, loving homes. Helping a horse in need must be done quickly. All terms in this agreement shall be construed to give CWER the liberty to ensure each horse placed is well cared for and to revoke the adoption agreement immediately to return the horse to CWER in the event the horse is considered to be in any danger, or neglected or abused in any manner, including malnourished or inadequately housed.)*

9. DEFINITION OF FEES: The adoption/placement fees, and payment arrangements therefore, for horse shall be as listed below. The adoption fee is a processing/handling/care fee/donation only, and not a purchase price. This document shall not be construed a bill of sale in any manner. At the end of said 180 day probationary period, in the event all conditions are met and acceptable and all agreed upon fees and offered donations have been made, a bill of sale shall be provided to recipient and the horse's ownership shall be transferred at that time to the recipient. Said adoption fee shall not be refundable under any circumstances.

18. LEGAL FEES: In the event the payment terms are not complied with in full, CWER has the right to take any and all legal steps necessary to acquire payment in full of said adoption fee per the payment arrangements written herein. Additionally, interest shall accrue in the amount of 15% per annum, accrued monthly, on any and all unpaid amounts until said amount is paid in full. The recipient shall be responsible for all legal fees incurred for said collection of payment due.

This agreement shall be governed by the laws of the State of Illinois and the parties hereto agree to the jurisdiction of the courts of the State of Illinois should any dispute arise hereunder. In the event any portion of this agreement shall be deemed unlawful, the remaining agreement shall still be fully enforceable.

I, the recipient, being of legal age, have read and accept the terms, conditions and above-stated regulations that pertain to my acceptance and placement of said horse.

The adoption fee shall be a total of \$ xxxxxxxxxxx including a non-refundable deposit of \$100.00 due at signature and payment and board terms as follows: xxxxxxxxxxx. In the event delivery is not completed by xxxxx, adopter agrees to pay board in the amount of \$xxxx/day from date on contract through delivery date. If delivery is delayed beyond xxxxx, CWER may, at its option, elect to cancel this contract with no refund of deposit. CWER may provide transportation at an additional expense, should adopter choose. Transportation available at an additional cost of \$xxxxx/loaded mile (no charge empty) – to be paid upon delivery.

Signed this ____ day of _____, 20____. _____
Recipient Signature Here

I, AnnMarie Cross, President, on behalf of CWER, hereby authorize this placement of the above-named horse so long as said horse's adoption fee is paid in full within one calendar year of adoption.

Signature: _____ Date of Placement: ____/____/20__