

## RETURN TO FREEDOM

### EQUINE CARE TERMS AND CONDITIONS

Horses that are transferred to new ownership are subject to the same standards of care expected of foster caregivers. This Adoption Agreement stipulates that the adoption is contingent upon the new owner following these conditions. If the new owner fails to meet these standards, he / she agrees that Return to Freedom has the right to reclaim the horse(s).

The new adopter/owner (“owner”) agrees not to use dominion over the animal to force him/her into a program that he/she is not suited or which causes the animal stress or continued unhappiness. RTF believes in establishing a relationship based on trust and respect to create a **willing partnership**.

With regard to nutrition, we like to keep this as close to the horse’s natural diet as possible. Quality grass hays such as timothy or orchard grass are preferable. These horses do best with simple foods and proper trimming. Horse shoes are often unnecessary.

Horses develop well into their fifth and sixth year. Although **relationship training** can start at any age, we do not put a lot of pressure on younger horses beyond developing their enthusiasm and focus. As the horse increases his/her desire to focus we can ask for more but should remember to always end the sessions positively, to leave him/her on a good note so that he/she wants to spend more time with us again.

Mustangs, especially the Spanish Barb horses, develop slowly. We require that the owner refrain from mounted training until the horse is at least 4 years old. There is much that can be accomplished from the ground in earlier years. If a horse is substantially developed and is over 3 but has not quite reached the age of 4, light preparation for riding may be appropriate. Remember that they were not created with us on their backs. Taking the time to let their minds and bodies grow strong will yield the best results.

If for any reason the horse does not work out, the horse(s) must be returned to Return to Freedom Sanctuary. Adopter agrees to contact RTF before giving away or selling any horse(s) adopted through RTF, (which also applies to foals born to pregnant mares adopted through RTF), and will return the horse or horses to RTF at their own expense

instead if requested. To violate this condition will result in a \$2,000 per horse penalty. RTF also has the option of requiring that any potential alternate adopter, be approved by RTF before leaving adopter's care and control.

As long as the prospective owner is comfortable with the above, please proceed with our Terms and Conditions.

1. Owner hereby agrees to abide by and comply with the following terms and conditions set forth herein. I understand and agree that failure to comply with these terms and conditions will result in the revocation of my right to retain ownership of the horse.
2. Owner is legally and financially responsible for providing proper care and shelter. Owner is to guard and protect the horse in his / her care from being subject to malicious harm or endangerment, negligence, harassment or outright abuse.
3. "Abuse" as used herein shall mean physical aggression, the withholding of food, water, or shelter and/or emotional neglect. Horses shall be provided with other suitable equine companions at all times, sufficient room and/or habitat to move, roll, play and exercise at will on a daily basis.
4. Owner agrees to treat the horse humanely and with kindness, dignity and respect at all times.
5. Owner agrees to maintain natural barefoot trimming modalities.
6. Owner agrees to refrain from riding the horse until horse reaches 4 years of age.
7. Owner agrees not to use severe training tools or aides such as severe bits and spurs.
8. Owner agrees the horse is not to be used for commercial purposes and are not, therefore, to be placed with riding schools or horse rental programs (riding stables).
9. Owner agrees not to breed the horse.
10. Owner agrees to never send the horse to a rodeo.
11. Owner agrees to never send the horse to auction or slaughterhouse.

12. Owner agrees never to rope or "trip" the horse for sport or in any form for training.
13. Owner agrees never to hobble the horse.
14. Owner is responsible, as provided by State law, for any personal injury, property damage, or death caused by the animal in my care, for pursuing horses that escape or stray, and for cost of recapture. I also hold harmless Return to Freedom as provided by State law, for any personal injury, property damage, or death caused by the foster animal in their care, for pursuing horses that escape or stray, and for cost of recapture and horse is accepted in "as is" condition.
15. Return to Freedom retains the right to inspect at any time the premises where the horse is being kept with 24 hours notice for routine checks and without notice if there has been a complaint or concern for neglect or abuse.
16. Owner shall not transfer horse for more than ten (10) days to another location or to the care of another individual without notifying an authorized representative of Return to Freedom.
17. Should extreme hardship circumstances arise where owner is no longer able to care for the horse, Return to Freedom is to be immediately notified.
18. Owner will not sell or transfer guardianship of the horse without express written authorization from Return to Freedom.
19. In the event owner locates a prospective "replacement" owner, Return to Freedom retains the right to screen all potential candidates and retains the exclusive authority to extend acceptance of, or to decline, the candidate. The new owner must agree to all terms and conditions of care / ownership set forth herein by Return to Freedom.
20. In the event that the owner can no longer care for the horse, the horse shall be returned to Return to Freedom's care, custody and control. The owner agrees to pay all costs involved in transporting the horse back to Return to Freedom. If that is not even possible RTF is to be notified immediately to organize transportation for the horse.
21. In the event that the horse's life must be terminated due to injury or illness, this must be done in a humane manner. A veterinarian needs to document that further medical intervention would not help the horse and euthanasia is the only humane

option. RTF must be notified prior to euthanasia unless the situation is an emergency and immediate action must be taken; (horse cannot be kept comfortable, pain is too great, etc). Saving unusual and emergency conditions, the horse's life must be taken exclusively at the hands of a licensed veterinarian by tranquilizers followed by lethal injection. If owner wants to euthanize a horse simply because he has become unusable, or treatment may exceed the resources of time or money for the owner, horse MUST be returned to return To Freedom Sanctuary at owner's expense.

22. Owner shall immediately notify the authorized representative of Return to Freedom within 24 hours via telephone, e-mail or fax of discovery of the horse's death, theft or escape, and shall provide a Veterinary Certificate stating the cause of death within three (3) days. The owner shall be responsible for any expenses incurred by the death of the horse and its subsequent legal disposal.

I acknowledge that I have read and understood these Terms and Conditions and will comply;

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Signature of adoption / owner

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Date

Further in event I default in any terms and conditions of the Purchase Agreement, I shall indemnify, defend, save and hold harmless RTF, it's officers, directors and members from any liability which may rise out of default, and I further agree to pay reasonable attorney's fees and costs incurred by RTF that may arise in connection with the enforcement of the terms and conditions of this Purchase Agreement.

I assume full liability for the animal included in this Adoption Agreement and for any damages it may cause to persons, animals or property.

Further, I agree to submit the following information to RTF: a. Notice of serious health problems such as accidental injury or disease; b. Notice of intent to destroy the animal, unless the situation is an emergency illness or injury; c. Notice of the animal's death within 7 days, including a veterinarian's written statement of the apparent cause of death.

Further, I agree to allow any administrator or designated agent of RTF to monitor the animal from time to time, and take immediate possession of the animal if RTF determines, in its discretion that I have, at any time, neglected, abused, or failed to provide adequate care for the animal.

I agree to contact RTF before giving away or adopting any horse(s) adopted through RTF (also applies to foals born to pregnant mares adopted through RTF), and I will return the horse or horses to RTF at my expense instead if requested. I understand that to violate this condition will result in a \$2,000 per horse penalty. I also understand that RTF also has the option of requiring that any potential new adopter, or recipient of any horse(s) adopted through RTF be approved by RTF before leaving my care and control.

PROHIBITED ACTS: 1. Maliciously or negligently injuring or harassing an adopted horse; 2. Treating a horse inhumanely; 3. Selling a horse, whether intentional or unintentional, for sale for slaughter; 4) selling, giving, leasing, or loaning a horse to another person deemed by RTF to offer inadequate living/housing conditions or where any animals on the property receive neglectful or abusive treatment.

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Signature of adoption / owner \_\_\_\_\_ Date \_\_\_\_\_

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

Email: \_\_\_\_\_

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